

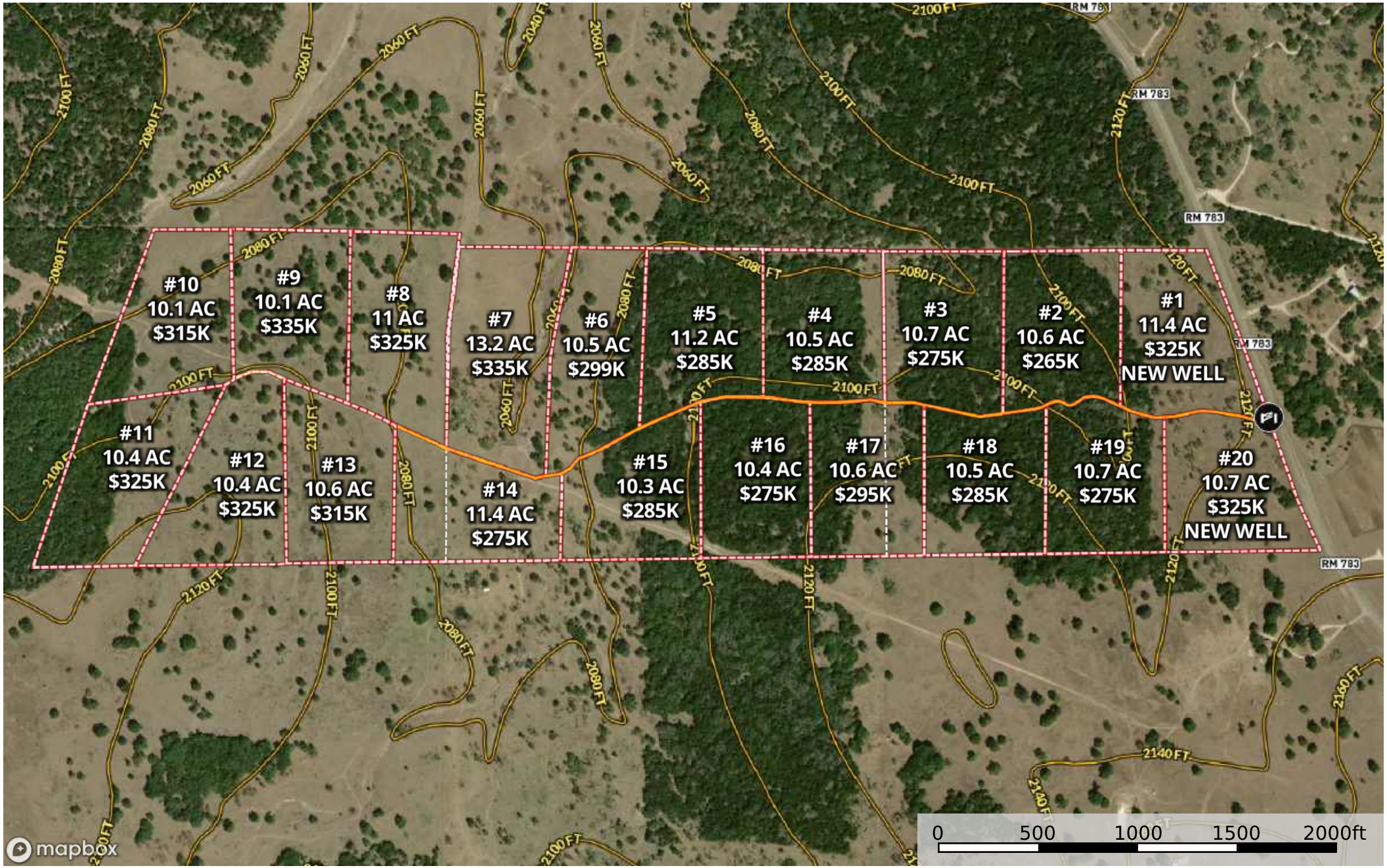


Bonita View Ranch Price list

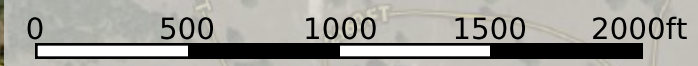
| | | |
|-----|------------------|--------|
| #1 | 11.4 AC. w/well | \$325K |
| #2 | 10.69 AC. | \$265K |
| #3 | 10.74 AC. | \$275K |
| #4 | 10.59 AC. | \$285K |
| #5 | 11.21 AC. | \$285K |
| #6 | 10.5 AC. | \$299K |
| #7 | 13.2 AC. | \$335K |
| #8 | 11.02 AC. | \$325K |
| #9 | 10.1 AC. | \$335K |
| #10 | 10.1 AC. | \$315K |
| #11 | 10.4 AC. | \$325K |
| #12 | 10.41 AC. | \$325K |
| #13 | 10.69 AC. | \$315K |
| #14 | 11.44 AC. | \$275K |
| #15 | 10.3 AC. | \$285K |
| #16 | 10.41 AC. | \$275k |
| #17 | 10.61 AC. | \$295K |
| #18 | 10.51 AC. | \$285K |
| #19 | 10.79 AC. | \$275K |
| #20 | 10.76 AC. w/well | \$325K |

All information is subject to change and not warranted or guaranteed by Reno Realty Group.





Gate
 Track
 Primary Road
 Fence
 Boundary





JTCM, LLC

TO

THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

THAT WHEREAS, JTCM, LLC, a Texas limited liability company, herein called "**Declarant**", is the record owner of all that tract or parcel of land being 214.97 acres of land comprised of the following Surveys with their respective acreages: 42.45 acres of land out of Survey Number 112, S.G. Nott, Abstract Number 1134; 103.30 acres of land out of Survey Number 111, B.F.I. & M. Co., Abstract Number 100; approximately 23.16 acres of land out of Survey Number 110, R. D, Peril, Abstract Number 1140 and approximately 46.06 acres of land out of Survey Number 113, L.I. & A.A., Abstract Number 444 in Gillespie County, Texas; said 214.97 acre tract of land being a portion of a called 835.4 acre tract of land described in a gift deed to Elva Wilson recorded in Volume 110, Page 794 of the Deed Records of Gillespie County, Texas, being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein for all purposes ("**Property**"); and

WHEREAS, Declarant will hold, sell and convey the above described Property subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth; and

WHEREAS, the Declaration is necessary and desirable to establish a uniform plan for the development and use of the Subdivision, as defined herein, for the benefit of all Owners.

WHEREAS, The Declaration shall run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot; and

WHEREAS, it is the intention of the Declarant that each Owner and occupant of a Lot shall be bound to and comply with this Declaration and that failure to comply may subject him or her to a fine, damages, or injunctive relief.

NOW, THEREFORE, it is hereby declared that all of the above referred Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any Lot or deed which may hereafter be executed in connection with said Property, or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said Lot or deed.

**I.
DEFINITIONS**

"**Bed and Breakfast (B&B)**" means an overnight lodging service renting rooms in the Main Residence or Guest Residence.

"**Covenants**" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means JTCM, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Easements" means Easements within the Property for utilities, drainage, and other purposes.

"Living Area" means that area of a Residence which is heated and cooled, excluding porches, breezeways, carports, garages or basements.

"Lot" means each tract of land that is a tract or portion of the Property.

"Masonry" means rock, brick and stucco (and shall not include Hardy board).

"Owner" shall mean and refer to the record owner, whether one or more persons of a fee simple title to any Lot, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation, and their heirs, successors and assigns.

"Renting" means granting the right to occupy and use a Residence in exchange for consideration.

"Main Residence" means a detached building designed for and used as a primary dwelling by a Single Family, Bed and Breakfast (B&B), or vacation rental by owner (VRBO), and constructed on one or more Lots.

"Guest Residence" means a detached building designed for and used as a secondary dwelling or home office by a Single Family, Bed and Breakfast (B&B), or vacation rental by owner (VRBO), and constructed on one or more Lots.

"Residence" means "Main Residence" and/or "Guest Residence".

"Road(s)" means the Roadway Easements defined in that certain Declaration of Road Maintenance Agreement and Roadway Easement executed by Declarant contemporaneously and recorded in the Official Public Records of Gillespie County, Texas.

"Roadway Declaration" means that certain Declaration of Road Maintenance Agreement and Roadway Easement executed by Declarant contemporaneously and recorded in the Official Public Records of Gillespie County, Texas.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means any division of the Property and any additional property made subject to this Declaration, commonly known as the "Bonita View Ranch Subdivision."

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, travel trailer, recreational vehicle, camper, motor home, house trailer, or other wheeled conveyance, whether self-propelled or towed.

II. RESTRICTIONS

- a. No more than one (1) Main Residence and one (1) Guest Residence may be constructed on a Lot. Construction of the Main Residence shall be completed prior to or at substantially the same time as the Guest Residence.
- b. The total area of the Living Area in a Main Residence must be at least 1200 square feet and the total Living Area in a Guest Residence must be at least 700 square feet.
- c. A Residence shall not be occupied until the exterior thereof is completed and the plumbing is connected to either an On-Site Sewage Facility (OSSF) system ("septic system") or other water disposal system in accordance with state laws and Gillespie County local rules and regulations.
- d. Outbuildings including but not limited to barns, stables, pens, fences and other similar Structures may be constructed or erected on a Lot.
- e. Any portion of a Residence that faces a Road must have an exterior that is constructed of at least 70% masonry.
- f. No Residence or Structure may be located within 100 feet (100') from a boundary line between Lots, nor located within 200 feet (200') from the centerline of any Roads within Bonita View Ranch Subdivision. The setback requirements under this paragraph do not apply to entrance and other gates, fences, roadways, wells, well houses, septic systems, buried or overhead electric or telephone lines, buried utility lines, or buried fiber optic cable.
- g. The setback requirements do not apply to a boundary line separating adjoining Lots owned by the same Owner, or a boundary line separating a Lot from land not subject to the Subdivision.
- h. Lots shall be used and occupied by the Owners for Single Family residential purposes, Bed and Breakfast, or VRBO only. Use of Lots for any other professional, business or commercial purpose in which the general public is invited to enter the Property is prohibited.
- i. No pigs, hogs or swine shall be permitted on the Property unless raised in conjunction with a 4-H or FFA related project. In no event may an owner of a Lot have more than 6 pigs, hogs or swine.
- j. Feedlot operations or commercial breeding of animals or fowl on any Lot is prohibited. Animals used for grazing a Lot or Lots while raising young (e.g., a cow/calf operation) shall not be considered commercial breeding of animals.
- k. Abandoned or inoperative equipment or Vehicles, and/or other things of any sort which in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property to any Owner shall not be stored or maintained on any Lot. Owners are to keep their Lots clean and neat in appearance and free of litter at all times.
- l. No lot shall be divided into a Lot containing less than 10.01 acres.
- m. No hunting blinds/stands/game feeders shall be placed within 100 feet of the boundary of any other Lot unless the abutting Lot is owned by the same Owner.
- n. Commercial hunting of wildlife is prohibited.

- o. Any noxious or offensive activity which tends to cause embarrassment, discomfort, annoyance or nuisance to any Owner shall be prohibited within the Property.
- p. Oil/gas drilling, development or refining, and mineral quarrying or mining operations of any kind are strictly prohibited on the Property.
- q. The installation of storage of a mobile home, modular home or manufactured home is prohibited.
- r. A travel trailer, motor home or recreational vehicle may not be used as a permanent Residence. Owners may temporarily install a travel trailer, recreational vehicle or motor home on their Lot while the Main Residence is under construction, for a period not to exceed one year. While in use as a temporary residence, a travel trailer, recreational vehicle or motor home must be connected to an operational septic system that complies with all state laws and Gillespie County local rules and regulations.
- s. A travel trailer, recreational vehicle or motor home may be used as a Guest Residence for no more than 7 days in a month.
- t. Eighteen-wheeler vehicles and other larger commercial vehicles are prohibited from parking along any Roads within Bonita View Ranch Subdivision.
- u. The Declarant reserves unto itself and/or its assigns, an easement for utility purposes, twenty (20) feet wide on each side of all boundary lines of each Lot for the installation and maintenance of electric, telephone and other utility lines and easements for anchor guy combinations wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said utility easements for employees of utility companies owning said lines.
- v. All driveways installed on the Property shall be constructed of concrete, "hot mix" asphalt, compacted crushed granite, or two course asphalt treatment "chip seal" and shall be constructed with a minimum width of ten feet (10') along the entire length. Driveways must extend for a minimum of ten (10') feet from any road. The apron of the driveway shall flare to a minimum of sixteen (16') feet where it abuts a road must be constructed of concrete. All driveways must slope down and away from any road at a minimum of 15 degrees, for a minimum of five (5') feet from the road.

III. GENERAL PROVISIONS

Term. The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by or the Owner of any Lot subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2050, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein.

Amendment. The covenants, conditions and restrictions contained in this instrument may be amended at any time after December 31, 2030, by an instrument signed by not less than the Owners of sixty-seven percent (67%) of the acreage contained with the above-described Property. No amendment shall be effective until duly recorded in the Real Property Records of Gillespie County,

Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained. The covenants, conditions and restrictions may be amended any time by an instrument signed by the owners of not less than one hundred percent (100%) of the above-described Property.

Enforcement. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserve the right to enforce this Declaration, though it may have previously sold and conveyed all Lots controlled hereby. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, conditions or restrictions herein contained.

No Waiver. Failure by an Owner to enforce this Declaration is not a waiver.

Corrections. Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

Severability. If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

Notices. Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

Pre-suit Mediation. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

EXECUTED this 7th day of November, 2024.

DECLARANT:

JTCM, LLC,
a Texas limited liability company

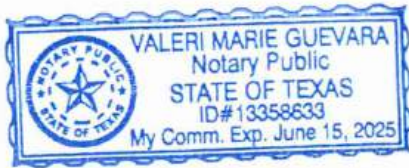
By: 

JAMES C. RENO, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 7th day of November, 2024, by JAMES C. RENO, Manager of JTCM, LLC, a Texas limited liability company.



Valeri Marie Guevara

Notary Public in and for the State of Texas

EXHIBIT "A"



Land Surveying
Land Planning

15315 San Pedro

San Antonio, Texas 78280-2809

(210) 494-6405

Fax (210) 494-9840

State of Texas §
County of Gillespie §

Field notes to 214.97 acres of land comprised of the following Surveys with their respective acreages: 42.45 acres of land out of Survey Number 112, S.G. Nott, Abstract Number 1134; 103.30 acres of land out of Survey Number 111, B.F.I. & M. Co., Abstract Number 100; approximately 23.16 acres of land out of Survey Number 110, R. D. Peril, Abstract Number 1140 and approximately 46.06 acres of land out of Survey Number 113, L.I. & A.A., Abstract Number 444 in Gillespie County, Texas. Said 214.97 acre tract of land being a portion of a called 835.4 acre tract of land described in a gift deed to Elva Wilson recorded in Volume 110, Page 794 of the Deed Records of Gillespie County, Texas. Said 214.97 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a Texas Department of Transportation bronze disk found (marked 510+21.34 60:00' Rt.) in concrete on the southwest right-of-way line of F.M. Highway Number 783 for the south corner of a called 0.222 acre tract of land (PARCEL 1A, PART 1) described in a deed to the State of Texas recorded in Volume 496, Pages 280-291 of the Official Public Records of Gillespie County, Texas for the southeast corner of this tract of land.

Thence with the south line of this tract of land crossing a called 835.4 acre tract of land described in a gift deed to Elva Wilson recorded in Volume 110, Page 794 of the Deed Records of Gillespie County, Texas South 88°57'00" West, passing at a distance of 661.9 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC); at a distance of 1586.4 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC); at a distance of 2201.6 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC) in a wire fence; at a distance of 2768.1 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC); at a distance of 2921.7 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC); at a distance of 3756.2 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC); at a distance of 4419.2 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC) in a wire fence; at a distance of 5571.0 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC) at a distance of 6065.0 feet to a one half inch diameter steel pin (set previously) with plastic cap (marked ACS, INC) in all a distance of 6403.0 feet to a one half inch diameter steel pin set with plastic cap (marked ACS, INC) for the southwest corner of this tract of land.

Thence with the west line of this tract of land crossing said Elva Wilson called 835.4 acre tract of land North 17°08'50" East, passing at a distance of 245.5 feet a one half inch diameter steel pin set with plastic cap (marked ACS, INC); at a distance of 843.0 feet a one half inch diameter steel pin set with plastic cap (marked ACS, INC); at a distance of 1386.0 feet a one half inch diameter steel pin set with plastic cap (marked ACS, INC) in all a distance of 1785.4 feet to a one half inch diameter steel pin (set previously) with plastic cap (marked ACS, INC) for the northwest corner of this tract of land on the common north line of said Elva Wilson called 835.4 acre tract of land, being the south line of a called 457.5 acre tract of land described in a deed to Terryl Kay Johnson recorded in Volume 547, Pages 855-862 of the Official Public Records of Gillespie County, Texas from which a calculated point for the northeast corner of Survey Number 112, S.G. Nott, Abstract Number 1134 bears the following two calls; South 17°08'50" West, a distance of 661.9 feet and South 88°44'55" East, a distance of 1607.7 feet, from which a called 10" diameter Post Oak tree (now 27" diameter Post Oak tree) bears South 42°35' West, a distance of 59.7 feet.

Thence with the north line of this tract of land being the common north line of said Elva Wilson called 835.4 acre tract of land, the south line of said Terry Kay Johnson called 457.5 acre tract of land the following three calls: (1) generally along a wire fence South 89°59'00" East, a distance of 1508.4 feet to a one half inch diameter steel pin set previously with plastic cap (marked ACS, INC) 3.6 feet east of a 3 1/2" metal pipe post on the west side of a gate for a common ell corner on the north line of said Elva Wilson called 835.4 acre tract of land and the south line of said Terry Kay Johnson called 457.5 acre tract of land; (2) diverging from wire fence South 00°01'00" West, a distance of 71.2 feet to a 3 1/2" metal pipe fence corner post for a common ell corner on the north line of said Elva Wilson called 835.4 acre tract of land and the south line of said Terry Kay Johnson called 457.5 acre tract of land; (3) diverging from wire fence North 89°40'20" East, a distance of 3763.6 feet to a one half inch steel pin set previously with plastic cap (marked ACS, INC) on the southwest right-of-way line of F.M. Highway Number 783 for the common northeast corner of said Elva Wilson called 835.4 acre tract of land and the southeast corner of said Terry Kay Johnson called 457.5 acre tract of land for the northeast corner of this tract of land from which a Texas Department of Transportation 4" by 4" concrete marker bears North 21°25'14" West, a distance of 90.0 feet.

Thence with the east line of said Elva Wilson called 835.4 acre tract of land being the southwest right-of-way line of F.M. Highway Number 783 and the southwest line of a called 12.94 acre tract of land (Tract 1) described in a deed to the State of Texas recorded in Volume 65, Pages 606-608 of the Deed Records of Gillespie County, Texas South 21°25'14" East, a distance of 924.0 feet to a Texas Department of Transportation bronze disk (marked 503+00.00 40.09' Rt.) in concrete for the north corner of a called 0.222 acre tract of land (PARCEL 1A, PART 1) described in a deed to the State of Texas recorded in Volume 496, Pages 280-291 of the Official Public Records of Gillespie County, Texas.

Thence continuing with the southwest right-of-way line of F.M. Highway Number 783 being the west line of said 0.222 acre tract of land (PARCEL 1A, PART 1) the following three calls: (1) South 17°37'37" East, a distance of 300.55 feet to a Texas Department of Transportation bronze disk found in concrete; (2) South 21°25'40" East, a distance of 150.13 feet to a Texas Department of Transportation bronze disk found (marked 507+50.03 60.00' Rt.) in concrete for the P.C. of a curve to the left; and (3) with said curve to the left, (whose Radius is 1969.86 feet, Central Angle is 08°08'21", whose Chord bears South 25°29'45" East, a distance of 279.60 feet) an Arc distance of 279.83 feet to the point of beginning. Bearing Basis: GRID Texas State Plane Coordinates SPC (4203 TXC) from G.P.S. observations taken July 14 & 15, 2016, a 3/8" dia. steel spike set at Lat. 30°10'50.8428" North - Lon. 99°12'27.8436" West; NAD_83(2011) (EPOCH: 2010.0000); NGS OPUS solutions from PID's: DJ7862, DH3842, DO2381 and DM7149.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas

November 08, 2024 09:58:07 AM

FEE: \$53.00

JCOSTON

20245777





JTCM, LLC

TO

THE PUBLIC

**DECLARATION OF ROAD MAINTENANCE AGREEMENT
AND ROADWAY EASEMENT**

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

THAT, JTCM, LLC, a Texas limited liability company is the owner of all that tract or parcel of land known as Bonita View Ranch Subdivision, an unplatted subdivision in Gillespie County, Texas, being 214.97 acres of land comprised of the following Surveys with their respective acreages: 42.45 acres of land out of Survey Number 112, S.G. Nott, Abstract Number 1134; 103.30 acres of land out of Survey Number 111, B.F.I. & M. Co., Abstract Number 100; approximately 23.16 acres of land out of Survey Number 110, R. D. Peril, Abstract Number 1140 and approximately 46.06 acres of land out of Survey Number 113, L.I. & A.A., Abstract Number 444 in Gillespie County, Texas; said 214.97 acre tract of land being a portion of a called 835.4 acre tract of land described in a gift deed to Elva Wilson recorded in Volume 110, Page 794 of the Deed Records of Gillespie County, Texas, being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein for all purposes ("**Property**"), also referred to as the "**Subdivision**") and, as such, desiring to create and carry out a uniform plan for the maintenance of a roadway to provide ingress, egress and regress to the tracts out of the Property, as herein described, and for the purpose of protecting the value and desirability of the Property, does hereby adopt and establish the following covenants and conditions to run with the land and to apply in the use, occupancy, and conveyance of the Property, which covenants and conditions shall be binding on all parties having a right, title or interest in or to the hereinafter described Property or any part thereof, and their heirs, successors and assigns, and which covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such Property shall be conclusively held to have been executed, delivered and accepted, subject to the following covenants (the headings being employed for convenience only and not to be controlling over content):

**I.
DEFINITIONS**

"Roadway Declaration" shall mean this instrument as it may be amended from time to time.

"Declarant" shall mean JTCM, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Trustee" shall mean JTCM, LLC, or such other Owner who, pursuant to the terms and provisions of Article IV of this Agreement (dealing with Trustee) becomes a successor person or entity charged with the rights, privileges, duties, obligations, and liabilities assigned to the Trustee in this Agreement.

"Owner" shall mean and refer to the record owner, whether one or more persons of a fee simple title to any Lot, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation, and their heirs, successors and assigns.

"Lot" means each tract of land that is a tract or portion of the Property.

“**Roadway Easement**” shall mean the easement for ingress, egress and regress to be appurtenant to the Property to be granted to all Owners of a Lot and which shall be subject to a maintenance agreement. The real property to be subject to the roadway easement shall be the road named Bonita View Ranch Road as shown on the attached on Exhibit “**B**”.

II. ROADWAY EASEMENTS

2.01 Attached hereto as Exhibit “**C**” and incorporated herein is a metes and bounds description of the Roadway Easement, being a sixty (60) foot wide strip, tract or parcel of land.

2.02 Declarant hereby reserves, grants, conveys and assigns a perpetual, non-exclusive ingress, egress and regress easement, over, across and upon the Roadway Easement more particularly described in Exhibits “**C**” for the free and uninterrupted access to and from the above-referenced Lots for the use and benefit of the Owners, their heirs, successors, assigns, and their agents, invitees, guests and permittees. The Roadway Easement shall be appurtenant to each and every Lot within the Property.

2.03 THE ROADWAY CONSTRUCTED UPON THE ROADWAY EASEMENT WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF LOTS WITHIN THE PROPERTY.

2.04 ALL ROADWAYS PROVIDING ACCESS TO THE BONITA VIEW RANCH SUBDIVISION, AN UNPLATTED SUBDIVISION IN GILLESPIE COUNTY, TEXAS, (THE “**SUBDIVISION**”) SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF LOTS IN THE SUBDIVISION. THE ROADWAY EASEMENT FOR ACCESS TO THE SUBDIVISION WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF LOTS WITHIN THE SUBDIVISION.

2.05 Each Owner agrees that no Owner may impede, block, obstruct or otherwise interfere with the use of the Roadway Easement by any other Owner with the exception of the front entry electric gate located as shown on Exhibit “**B**”.

III. MAINTENANCE AGREEMENT

3.01 Each Owner agrees to pay all assessments which may be made on their respective Lot for the purpose of maintaining, repairing and replacing a roadway upon the Roadway Easement. These expenses (herein “**Maintenance Expenses**”) may include, but shall not be limited to, (1) the reconstruction, repair, maintenance, upkeep or replacement of the roadway, shoulders, drainage ditches, entrance way located at Bonita View Ranch Road and Farm to Market Road 783, including mechanical gate and entry, and landscaping at the entrance, and (2) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

3.02 Beginning January 1, 2025, the Owners of all Lots shall pay to the Trustee \$500.00 per year (the annual maintenance assessment) without deductions, set off or prior demand, as its contribution to costs and expenses for the repair, maintenance, restoration and improvement of the Roadway Easement. The annual fee will also be used for the repair, maintenance, restoration and improvement of the one (1) electric gate located at the entrance of Bonita View Ranch Road and Farm to Market Road 783. If an Owner owns more than one (1) Lot, they shall only be obligated to pay a single annual maintenance fee, regardless of the number of Lots an Owner owns. Upon the sale of a/any of the multiple Lots to a third party, the new Lot Owner shall be assessed for the annual maintenance assessment.

3.03 In the event the Trustee has obtained proposals and bids for repair, maintenance and improvement of the roadway which will exceed the annual maintenance assessments (extraordinary maintenance expense), notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the Gillespie Central Appraisal District, fifteen (15) days prior to the proposed date of a meeting to consider proposed extraordinary Maintenance Expenses, together with a notification of the place of meeting which shall be in Gillespie County, Texas. A quorum for the purpose of approving a proposal for an extraordinary Maintenance Expense expenditure shall be the attendance of Owners, or their agents acting by written proxy, owning at least 50% of the Lots within the Property. Approval by Owners, or their agents acting by written proxy, representing more than 50% of the Lots in attendance at a quorum shall be required for the approval of an extraordinary maintenance assessment for the extraordinary Maintenance Expense.

3.04 Any Owner who shall fail to deliver their annual maintenance assessment or their extraordinary maintenance assessment to the Trustee, within thirty (30) days of the date of receipt of notice of assessment, shall be in default. In the event any Owner shall advance the amount which is due by the defaulting Owner for the payment of the defaulting Owner's maintenance assessment, the advancing Owner shall be entitled to recover from the defaulting Owner the amount in default, interest at the rate of 10.00% per annum from and after the date that the defaulted amount is advanced by the advancing Owner, together with court costs and reasonable and necessary attorney's fees incurred in collection. The maintenance assessments, together with interest, court costs and reasonable and necessary attorney's fees shall be a charge on the defaulting Owner's Lot and shall be secured by a continuing lien upon the Lot provided a notice of lien has been filed in the Official Public Records, Gillespie County, Texas. The inception date of the lien shall be the date of its filing. The lien to secure the payment of maintenance assessments shall be subordinate to the lien of any home equity, purchase money or improvement lien made upon the Lot. The validity, enforcement, and priority of the lien shall be subject to the filing of a notice of default in the payment of maintenance assessments in the Official Public Records of Gillespie County, Texas. Declarant shall not pay any maintenance assessments before December 31, 2029.

IV. TRUSTEE

4.01 Term of Office. Except as otherwise provided in this Article IV, the term of office for the Trustee shall commence upon the effective date of this Agreement and shall end upon the earliest of the following dates:

Two (2) years from commencement of the term of office, the date of death of the Trustee, the effective date of the resignation of the Trustee, the date of removal from office in accordance with the terms and provisions of Section 4.02, or the expiration of the maintenance term of this Agreement.

4.02 Resignation or Removal from Office. The Trustee, in the sole and absolute discretion of the Trustee, may resign effective as of thirty (30) days next following written notice to all other Owners. The Trustee may be removed from office without cause by the Owners (in number, not in acreage ownership) representing at least two-thirds (2/3rds) of the total number of Lots.

4.03. Election of Successor of Trustee. Upon expiration of the term of office or the resignation or removal from office of the Trustee, any Owner may, upon ten (10) calendar days written notice to all other Owners, call a meeting of Owners for the purpose of appointing a successor Trustee. The successor Trustee must be an Owner and the appointment of a successor Trustee shall require approval of the Owners representing more than fifty percent (50%) of the total number of Lots.

4.04. Accounting. On or before January 15 of each calendar year, the Trustee shall provide an accounting in writing to all of the Owners of the receipts and expenses for the prior calendar year, supported by evidence of the source of the receipt and the statement and/or invoice for any expense incurred.

4.05. Bank Account. The Trustee shall open an interest-bearing account at a financial institution of Trustee's choice, and deposit all monies paid for Maintenance Expenses, whether contributed annually or in a special assessment. The bank account shall be in the name of the Trustee, for the benefit of the owners of individual Lots, and collectively, for the benefit of the Property. The Trustee shall provide statements of the bank account to Lot owners within ten (10) days of said request.

V. TERM

The covenants and conditions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until December 31, 2050, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners owning at least two-thirds (2/3rds) of the Lots in the Property has been recorded agreeing to terminate said covenants and conditions in whole or in part.

VI. ENFORCEMENT

Any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, restrictions, and conditions of this Declaration. Failure of any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default.

VII. PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, restrictions, or conditions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, restrictions, or conditions hereof, which shall remain in full force and effect.

VIII. AMENDMENT

8.01 Amendments by Declarant. For so long as Declarant owns any portion of the Subdivision, Declarant may amend this Declaration without consent of other Owners or any Mortgagee, for the following limited purposes:

- i. To meet the requirements, standards, or recommended guidelines of an underwriting lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Lots.
- ii. To correct any defects in the execution of this Declaration or the other Documents.
- iii. To add real property to the Subdivision.
- iv. To subdivide, combine, or reconfigure Lots.
- v. To withdraw from the Subdivision any portion of the real property.
- vi. To resolve conflicts, clarify ambiguities, grant variances and to correct misstatements, errors, or omissions in the Declaration.

8.02 The Owners (but expressly excluding their respective mortgagee's, if any) of at least sixty-seven percent (75%) of the Lots in the Property may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas.

**IX.
WAIVER AND LACHES**

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations.

**X.
ADDITION OF LAND**

Declarant, its successors and assigns, shall, without the consent or approval of any of the other owners, have the right at any time to extend the easement rights to additional property adjacent, contiguous or nearby to the Property. Declarant may, at any time and from time to time, add any other land to the Property, and upon such addition, this Declaration shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land unless a supplemental declaration shall provide for changes to this Declaration to address the added property. In order to add lands to the Property, Declarant will be required only to record in the Official Public Records of Gillespie County, Texas, a notice of addition of land in the form of a supplemental declaration containing the following provisions:

- A. A reference to this Declaration; and
- B. A statement that the provisions of the Declaration shall apply to the added land and a legal description of the added land.

**XI.
BINDING EFFECT**

This Agreement shall inure to the benefit of and be binding upon the Owners and their respective heirs, successors and assigns.

EXECUTED by said Declarant, this _____ day of _____, 2024.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

DECLARANT:

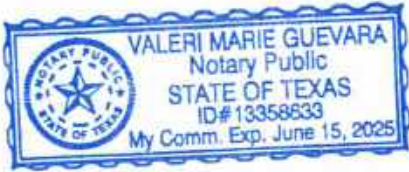
JTCM, LLC,
a Texas limited liability company

By: *James C. Reno*
JAMES C. RENO, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 7th day of November, 2024, by JAMES C. RENO, Manager of JTCM, LLC, a Texas limited liability company.



Valeri
Notary Public in and for the State of Texas

EXHIBIT "A"



Land Surveying
Land Planning

15315 San Pedro

San Antonio, Texas 78280-2809

(210) 494-6405

Fax (210) 494-9840

State of Texas §
County of Gillespie §

Field notes to 214.97 acres of land comprised of the following Surveys with their respective acreages: 42.45 acres of land out of Survey Number 112, S.G. Nott, Abstract Number 1134; 103.30 acres of land out of Survey Number 111, B.F.I. & M. Co., Abstract Number 100; approximately 23.16 acres of land out of Survey Number 110, R. D. Peril, Abstract Number 1140 and approximately 46.06 acres of land out of Survey Number 113, L.I. & A.A., Abstract Number 444 in Gillespie County, Texas. Said 214.97 acre tract of land being a portion of a called 835.4 acre tract of land described in a gift deed to Elva Wilson recorded in Volume 110, Page 794 of the Deed Records of Gillespie County, Texas. Said 214.97 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a Texas Department of Transportation bronze disk found (marked 510+21.34 60:00' Rt.) in concrete on the southwest right-of-way line of F.M. Highway Number 783 for the south corner of a called 0.222 acre tract of land (PARCEL 1A, PART 1) described in a deed to the State of Texas recorded in Volume 496, Pages 280-291 of the Official Public Records of Gillespie County, Texas for the southeast corner of this tract of land.

Thence with the south line of this tract of land crossing a called 835.4 acre tract of land described in a gift deed to Elva Wilson recorded in Volume 110, Page 794 of the Deed Records of Gillespie County, Texas South 88°57'00" West, passing at a distance of 661.9 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC); at a distance of 1586.4 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC); at a distance of 2201.6 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC) in a wire fence; at a distance of 2768.1 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC); at a distance of 2921.7 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC); at a distance of 3756.2 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC); at a distance of 4419.2 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC) in a wire fence; at a distance of 5571.0 feet a one half inch steel pin (set previously) with plastic cap (marked ACS, INC) at a distance of 6065.0 feet to a one half inch diameter steel pin (set previously) with plastic cap (marked ACS, INC) in all a distance of 6403.0 feet to a one half inch diameter steel pin set with plastic cap (marked ACS, INC) for the southwest corner of this tract of land.

Thence with the west line of this tract of land crossing said Elva Wilson called 835.4 acre tract of land North 17°08'50" East, passing at a distance of 245.5 feet a one half inch diameter steel pin set with plastic cap (marked ACS, INC); at a distance of 843.0 feet a one half inch diameter steel pin set with plastic cap (marked ACS, INC); at a distance of 1386.0 feet a one half inch diameter steel pin set with plastic cap (marked ACS, INC) in all a distance of 1785.4 feet to a one half inch diameter steel pin (set previously) with plastic cap (marked ACS, INC) for the northwest corner of this tract of land on the common north line of said Elva Wilson called 835.4 acre tract of land, being the south line of a called 457.5 acre tract of land described in a deed to Terryl Kay Johnson recorded in Volume 547, Pages 855-862 of the Official Public Records of Gillespie County, Texas from which a calculated point for the northeast corner of Survey Number 112, S.G. Nott, Abstract Number 1134 bears the following two calls; South 17°08'50" West, a distance of 661.9 feet and South 88°44'55" East, a distance of 1607.7 feet, from which a called 10" diameter Post Oak tree (now 27" diameter Post Oak tree) bears South 42°35' West, a distance of 59.7 feet.

Thence with the north line of this tract of land being the common north line of said Elva Wilson called 835.4 acre tract of land, the south line of said Terry Kay Johnson called 457.5 acre tract of land the following three calls: (1) generally along a wire fence South $89^{\circ}59'00''$ East, a distance of 1508.4 feet to a one half inch diameter steel pin set previously with plastic cap (marked ACS, INC) 3.6 feet east of a $3\frac{1}{2}''$ metal pipe post on the west side of a gate for a common ell corner on the north line of said Elva Wilson called 835.4 acre tract of land and the south line of said Terry Kay Johnson called 457.5 acre tract of land; (2) diverging from wire fence South $00^{\circ}01'00''$ West, a distance of 71.2 feet to a $3\frac{1}{2}''$ metal pipe fence corner post for a common ell corner on the north line of said Elva Wilson called 835.4 acre tract of land and the south line of said Terry Kay Johnson called 457.5 acre tract of land; (3) diverging from wire fence North $89^{\circ}40'20''$ East, a distance of 3763.6 feet to a one half inch steel pin set previously with plastic cap (marked ACS, INC) on the southwest right-of-way line of F.M. Highway Number 783 for the common northeast corner of said Elva Wilson called 835.4 acre tract of land and the southeast corner of said Terry Kay Johnson called 457.5 acre tract of land for the northeast corner of this tract of land from which a Texas Department of Transportation 4" by 4" concrete marker bears North $21^{\circ}25'14''$ West, a distance of 90.0 feet.

Thence with the east line of said Elva Wilson called 835.4 acre tract of land being the southwest right-of-way line of F.M. Highway Number 783 and the southwest line of a called 12.94 acre tract of land (Tract 1) described in a deed to the State of Texas recorded in Volume 65, Pages 606-608 of the Deed Records of Gillespie County, Texas South $21^{\circ}25'14''$ East, a distance of 924.0 feet to a Texas Department of Transportation bronze disk (marked 503+00.00 40.09' Rt.) in concrete for the north corner of a called 0.222 acre tract of land (PARCEL 1A, PART 1) described in a deed to the State of Texas recorded in Volume 496, Pages 280-291 of the Official Public Records of Gillespie County, Texas.

Thence continuing with the southwest right-of-way line of F.M. Highway Number 783 being the west line of said 0.222 acre tract of land (PARCEL 1A, PART 1) the following three calls: (1) South $17^{\circ}37'37''$ East, a distance of 300.55 feet to a Texas Department of Transportation bronze disk found in concrete; (2) South $21^{\circ}25'40''$ East, a distance of 150.13 feet to a Texas Department of Transportation bronze disk found (marked 507+50.03 60.00' Rt.) in concrete for the P.C. of a curve to the left; and (3) with said curve to the left, (whose Radius is 1969.86 feet, Central Angle is $08^{\circ}08'21''$, whose Chord bears South $25^{\circ}29'45''$ East, a distance of 279.60 feet) an Arc distance of 279.83 feet to the point of beginning. Bearing Basis: GRID Texas State Plane Coordinates SPC (4203 TXC) from G.P.S. observations taken July 14 & 15, 2016, a $3/8''$ dia. steel spike set at Lat. $30^{\circ}10'50.8428''$ North - Lon. $99^{\circ}12'27.8436''$ West; NAD_83(2011) (EPOCH: 2010.0000); NGS OPUS solutions from PID's: DJ7862, DH3842, DO2381 and DM7149.

EXHIBIT B

WELLS AND CREEKS AS SHOWN ARE APPROXIMATE LOCATIONS AND NOT TO BE CONSIDERED AS PART OF THIS SURVEY.



LINE CHART

| LOT | BEARING | DISTANCE |
|-----|-----------------|----------|
| 10 | S 89° 52' 00" E | 114.00 |
| 11 | S 89° 52' 00" E | 114.00 |
| 12 | S 89° 52' 00" E | 114.00 |
| 13 | S 89° 52' 00" E | 114.00 |
| 14 | S 89° 52' 00" E | 114.00 |
| 15 | S 89° 52' 00" E | 114.00 |
| 16 | S 89° 52' 00" E | 114.00 |
| 17 | S 89° 52' 00" E | 114.00 |
| 18 | S 89° 52' 00" E | 114.00 |
| 19 | S 89° 52' 00" E | 114.00 |
| 20 | S 89° 52' 00" E | 114.00 |

I hereby certify that this plat and accompanying field notes, specifications or accurate representations of the same were prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor in the State of Texas, and that the facts of property corners are marked as shown on this plat.

(Reading from North to South based on GPS measurements)

Dated this 17th day of September, 2024.

Don Y. Voelkel
 Don Y. Voelkel
 Registered Professional Land Surveyor No. 2025



SCALE: 1" = 200'

1" = 200'
 1/2" = 100'
 3/4" = 150'
 1/4" = 50'

--- BOUNDARY LINE
 --- CENTERLINE OF ROAD
 --- CENTERLINE OF RAILROAD
 --- CENTERLINE OF CANAL
 --- CENTERLINE OF DRAINAGE

ALL LINES SHOWN IN THIS PLAT ARE APPROXIMATE LOCATIONS AND NOT TO BE CONSIDERED AS PART OF THIS SURVEY.

SEE ALL PLATS & BOOKS REFERRED TO IN THIS PLAT.

SURVEY PLAT FOR BONITA VIEW RANCH ROAD, A SIXTY (60) FT. WIDE PRIVATE ROAD CROSSING 214.98 ACRES OF LAND, MORE OR LESS, OUT OF VARIOUS OTHER PATENT SURVEYS, SAME LAND CONVEYED AS 214.97 ACRES TO PTM, LLC, FROM DONALD PETERSON WILSON, ET AL, BY A WARRANTY DEED DATED AND RECORDED IN FILE NO. 2024003 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS NOVEMBER 2024.

VOELKEL
 LAND SURVEYING, P.C.
 2101 W. 14TH STREET, SUITE 100
 AUSTIN, TEXAS 78748
 TEL: 512.452.1111
 FAX: 512.452.1112
 WWW.VOELKEL.COM

EXHIBIT C

FIELD NOTES DESCRIPTION FOR A SIXTY FT. WIDE
ROAD AND UTILITY EASEMENT ACROSS PART OF THE
JTCM, LLC LAND IN GILLESPIE COUNTY, TEXAS

Being all of a certain sixty (60) ft. wide strip, tract or parcel of land out of B. F. I. & M. Co. Survey No. 111, Abstract No. 100, S. G. Nott Survey No. 112, Abstract No. 1134, and L. I. & A. A. Survey No. 113, Abstract No. 444, in Gillespie County, Texas; crossing part of 214.97 acres conveyed to JTCM, LLC from Donald Preston Wilson, et ux, by a Warranty Deed with Vendor's Lien dated the 21st day of May, 2024 and recorded in File No. 20242683 of the Official Public Records of Gillespie County, Texas; and being thirty (30) ft. wide along and abutting each side of the following described centerline:

BEGINNING at a 60 "d" nail set in the approximate center of an existing paved road in the northeasterly line of said 214.97 acres, the southwesterly right-of-way line of F. M. Highway No. 783, for the easterly terminus of the herein described easement, which point bears 889.81 ft. S.20°50'49"E. from a ½" iron stake with a red cap inscribed with "ACS INC SA TX" found at the northeast corner of said 214.97 acres;

THENCE, upon, over and across said 214.97 acres along the approximate center of an existing paved road, each point marked with a set 60 "d" nail: S.75°29'40"W. 112.35 ft.; N.80°48'53"W. 77.52 ft.; N.78°13'10"W. 127.51 ft.; N.88°04'35"W. 104.06 ft.; S.86°24'31"W. 78.94 ft.; S.83°03'27"W. 85.66 ft.; N.80°56'18"W. 65.70 ft.; N.73°01'21"W. 83.94 ft.; N.69°44'14"W. 128.15 ft.; N.86°03'04"W. 69.40 ft.; S.75°47'34"W. 85.63 ft.; N.78°57'52"W. 86.07 ft.; S.69°11'52"W. 69.04 ft.; S.74°00'39"W. 76.61 ft.; S.81°37'48"W. 99.46 ft.; S.86°28'25"W. 101.40 ft.; N.86°51'04"W. 104.08 ft.; N.80°37'24"W. 103.82 ft.; N.76°32'29"W. 170.18 ft.; N.87°48'13"W. 189.37 ft.; S.86°44'34"W. 180.27 ft.; N.88°33'38"W. 174.59 ft.; N.84°19'07"W. 140.62 ft.; N.86°47'31"W. 134.81 ft.; S.86°33'10"W. 200.84 ft.; S.72°21'39"W. 108.49 ft.; S.68°26'48"W. 262.06 ft.; S.61°31'17"W. 232.39 ft.; S.67°56'04"W. 129.70 ft.; S.46°36'57"W. 112.87 ft.; S.82°20'16"W. 63.50 ft.; N.72°53'01"W. 305.92 ft.; N.68°26'14"W. 438.39 ft.; N.66°24'10"W. 216.15 ft.; N.68°12'19"W. 544.57 ft.; N.80°36'21"W. 53.13 ft.; S.75°54'54"W. 41.44 ft.; and S.65°51'13"W. 108.80 ft. to the westerly terminus of the herein described easement, being the center of a cul-de-sac having a radius of fifty (50) ft., which point bears 817.98 ft. S.26°39'15"E. from a ½" iron stake with a red cap inscribed with "ACS INC SA TX" found at the northwest corner of said 214.97 acres.

I hereby certify that these field notes and accompanying plat are accurate descriptions of the property contained therein as determined by a survey made on the ground under my direction and supervision, and that all property corners are marked as stated. (Bearing basis = True north based on GPS observations)

Date surveyed: September 17, 2024

Dated this 24th day of September, 2024



Don W. Voelkel
Registered Professional Land Surveyor No. 3990

