

DECLARATION OF EASEMENT, COVENANTS AND RESTRICTIONS

STATE OF TEXAS

COUNTY OF ATASCOSA

THIS DECLARATION OF EASEMENT, COVENANTS, AND RESTRICTIONS is made effective as of the date of recording in the deed records of Atascosa County, Texas (the "Effective Date") by Michael J. Schwarze, Manager, Charlotte HWY 97, a series of Brite Organic Blessings, LLC, a Texas series limited liability company, the Declarant.

WHEREAS, the Declarant owns all that certain real property lying and being situated in Atascosa County, Texas, described as follows (the "Property"):

A tract of land containing 131.93 acres, more or less, out of the ANSON G. NEALL Survey No. 266, ABSTRACT NO. 643, Atascosa County, Texas, being all that same property conveyed in Warranty Deed executed by Karl W. Arnold and wife, Ruth A. Arnold, to Mark E. Arnold, Scott E. Arnold, Robert E. Arnold and Karen Arnold, dated February 25, 1977, recorded in Volume 472, Page 177, of the Deed Records of Atascosa County, Texas, and being more particularly described by metes & bounds in Exhibit "A-1" attached hereto and made apart hereof; and

A tract of land containing 3.09 acres, being a portion of the apparent abandoned S.A.U. & G. Railroad, lying in the ANSON G. NEALL SURVEY NO. 266, ABSTRACT NO. 643, Atascosa County, Texas, and being more particularly described by metes & bounds in Exhibit "A-2" attached hereto and made apart hereof; and

WHEREAS, the Declarant owns the Property with the intention of subdividing it into smaller tracts of land;

WHEREAS, the Declarant, for the benefit of current and subsequent owners of the Property or portions thereof, desires to create an access easement and to make certain restrictions, protective covenants, conditions and charges as set forth herein;

NOW, THEREFORE, Declarant, in order to protect the value and desirability of the Property, hereby DECLARES that said Property shall be held, sold and conveyed subject to the following EASEMENT, RESTRICTIONS, COVENANTS AND CONDITIONS which shall run with the land and shall be binding on all parties having a right, title or interest in or to the

Property or any part thereof, and their heirs, successors and assigns, and any deed or deed of trust which may hereafter be executed, delivered and accepted shall be subject to the terms and conditions contained in this Declaration, regardless of whether or not such terms and conditions are specifically set out in said contract.

ARTICLE I

Definitions

1. "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.
2. "Easements" means Easements within the Property for utilities, drainage, ingress, egress, and other purposes as shown on the Plat or of record.
3. "Lot" means each tract of land designated as a lot on a Plat or Survey, being smaller than the whole of the Property.
4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property, excluding however, those having any interest therein merely as security for the performance of an obligation.
5. "Subdivision" means the Property and any additional property made subject to this Declaration.
6. "Tract" and/or "Tracts" shall refer to any portion of the Property, as owned by an Owner.
7. "Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

ARTICLE II

Easement

1. The Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
2. There shall be a forty foot (40') wide access easement which shall run along the interior Lot property line and extend twenty feet (20') into each Lot for the benefit of ingress and egress for the Declarant and each Owner to access their Lot or Tract, (Private Road Easement). This access easement is shown on the plat of survey and described by metes and bounds in Exhibit "B". The responsibility and cost for maintenance of the Private

Road Easement shall be equally borne by each Tract or Lot pro rata, 1/13 for each Tract or Lot owned. However, repairs for any damage caused by an Owner, or the guest or agent of the Owner, shall be the sole responsibility of the Owner causing the damage.

3. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement. No structure, temporary or permanent, may be placed, built, erected, or located in or on an Easement.
4. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
5. Declarant and each Easement holder may install, maintain, and connect to any current or future utilities in the Easements.
6. Declarant reserves unto Declarant, its successors, and assigns, a non-exclusive perpetual easement with the right to erect, construct, install and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, utilities, over and across the Property and all Tracts or Lots comprising the Property.

ARTICLE III

Restrictions

1. There shall be a thirty foot (30') setback from all property lines on all tracts. No structures, storage of personal property, blinds, or feeders may be place within the setback. However, fences and gates may be erected or placed within the setback.
2. Any use or activity that is illegal or results in a nuisance or annoyance to adjoining Tracts or Owners of any portion of the Property such as, without limitation, any use that omits obnoxious or offensive noises or odors is prohibited.

ARTICLE IV

Binding Effect

Covenants Running with the Land. All of the restrictions, covenants and easements set forth herein apply to each and every Tract and shall be covenants running with the land.

Declarant Not Bound. The Declarant shall not be subject to the restrictions set forth herein.

No Waiver. Failure of the Declarant to enforce this Declaration is not a waiver and Declarant

may but has not obligation to enforce this Declaration.

Declarant Not Liable. No person, entity or Owner shall be entitled to maintain a suit in equity against the Declarant for any alleged violations of this Declaration by an Owner.

Partial Invalidity. Invalidation of any covenant or restriction (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

Term. These restrictions shall continue in full force and effect for twenty years from the date of execution (the "Initial Term"). During the Initial Term, these restrictions may be amended or modified in the manner specified in this Declaration. Following the expiration of the Initial Term, these restrictions shall be automatically renewed and continue in full force and effect for one additional 10-year term unless otherwise terminated or modified and amended by a vote of a majority of the Owners.

ARTICLE V

Amendment

Declarant shall have, in its sole and absolute discretion, the right to modify this Declaration until the time it has sold 100% of the acreage contained in the Property (the "Declarant Modification Period"). Any amendment made during the Declarant Modification Period shall only apply to Tracts sold after the date the amendment is recorded in the real property records of Atascosa County, Texas. Following the Declarant Modification Period, this Declaration may only be modified by an instrument signed by the Owners holding a minimum of 51% of the acreage contained in the Property. No amendment is effective until recorded in the real property records of Atascosa County, Texas.

ARTICLE VI

Enforcement

If an Owner or Owner's heirs, successors or assigns shall violate or attempt violate any provision of this Declaration, it shall be lawful for any Owner to prosecute proceedings at law or in equity against the violator or potential violator to prevent the violation, to correct such violation, to recover damages, to obtain other relief for such violations, or to seek any combination of the forms of relief mentioned. Failure at any given time to enforce this

Declaration shall in no event be deemed a waiver of the right to do so thereafter. **NOTHING HEREIN SHALL BE CONSTRUED AS COMPELLING THE DECLARANT TO ENFORCE ANY PROVISION IN THIS DECLARATION, NOR SHALL ANY FAILURE TO ENFORCE ANY OF THESE PROVISIONS BE DEEMED TO BE A WAIVER OF THE RIGHT OF ENFORCEMENT OR PROHIBITION. THE DECLARANT SHALL HAVE NO LIABILITY OR RESPONSIBILITY AT LAW NOR IN EQUITY ON ACCOUNT OF ENFORCEMENT OF, NOR ON ACCOUNT OF THE FAILURE TO ENFORCE, THIS DECLARATION.**

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 19th day of October, 2022.

Charlotte HWY 97, a series of Brite Organic Blessings, LLC, a Texas series limited liability company

By: _____
Michael J. Schwarze, Manager

STATE OF TEXAS
COUNTY OF COMAL

Before me, _____, on this day personally appeared, Michael J. Schwarze, Manager of Charlotte HWY 97, a series of Brite Organic Blessings, LLC, a Texas series limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19th day of October 2022.

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Charlotte HWY 97
1531 E. Common Street

New Braunfels, Texas 78130