

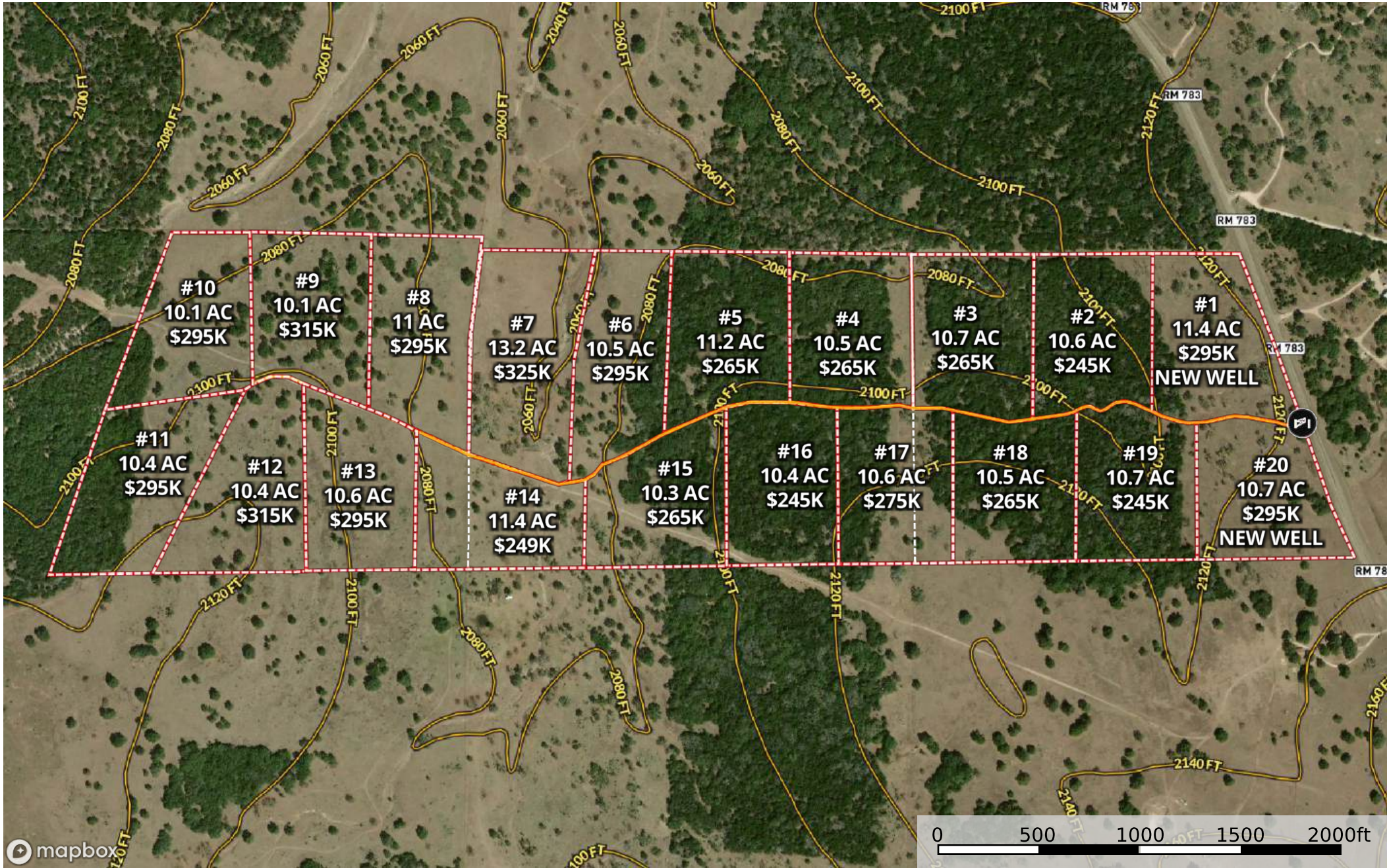


Bonita View Ranch Price list

#1	11.4 AC. w/well	\$295K
#2	10.69 AC.	\$245K
#3	10.74 AC.	\$265K
#4	10.59 AC.	\$265K
#5	11.21 AC.	\$265K
#6	10.5 AC.	\$295K
#7	13.2 AC.	\$325K
#8	11.02 AC.	\$295K
#9	10.1 AC.	\$315K SOLD
#10	10.1 AC.	\$295K
#11	10.4 AC.	\$295K
#12	10.41 AC.	\$315K
#13	10.69 AC.	\$295K
#14	11.44 AC.	\$249K
#15	10.3 AC.	\$265K
#16	10.41 AC.	\$245k
#17	10.61 AC.	\$275K
#18	10.51 AC.	\$265K
#19	10.79 AC.	\$245K
#20	10.76 AC. w/well	\$295K U/C

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







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

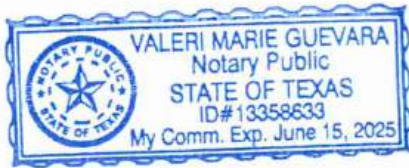
By:


JAMES C. RENO, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

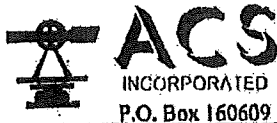
This instrument was acknowledged before me on this the 7th day of November, 2024, by JAMES C. RENO, Manager of JTCM, LLC, a Texas limited liability company.



A handwritten signature in blue ink, appearing to read "Valeri Marie Guevara".

Notary Public in and for the State of Texas

EXHIBIT "A"



Land Surveying
Land Planning

15115 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 Terryl 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 Terryl 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 Terryl 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 Terryl 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 $\frac{3}{8}''$ 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.

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

