

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR Lot 1 DIETERT'S ADDITION**

**THE STATE OF TEXAS       §  
                                     §  
COUNTY OF KENDALL     §**

WHEREAS, Robert S. Thornton L.P are the owners of Lot 1 Dietert's Addition according to Plat recorded in Volume 4, Page 56 of the Plat Records of Kendall County, Texas are collectively referred to herein as the "Property", which property is located in Kendall County, Texas, and is commonly known as Lot 1 Dietert's Addition.

WHEREAS, Robert S. Thornton L.P (hereinafter referred to as "Declarant") shall be the Declarant of the Property;

WHEREAS, Declarant contemplates that the Property will be developed and used for residential purposes subject to certain protective covenants, conditions, restrictions, as hereinafter set forth; and

WHEREAS, Declarant desires to create a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property.

NOW, THEREFORE, it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and same shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE I.  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.01    City. "City" shall mean the City of Boerne, Texas, and its applicable agencies, departments and committees.

1.02    Residential Dwelling "Residential Dwelling" shall mean and refer to any Improvements on a Lot designed and intended for Residential Use.

1.03    Declarations. "Declarations" shall mean those instruments as they may be amended from time to time.

1.04    Improvement. "Improvement" shall mean every structure on the Property and all appurtenances thereto of every type and kind, including, but not limited to, buildings, driveways, walkways and paved areas, fountains or visible decorative items, fences, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, fixtures and equipment, pumps, wells, tanks, reservoirs, pipes, lines,

meters, antennas, satellite dishes, towers and all facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.05 Lot. "Lot" shall mean Lot 1 Dietert's Addition as recorded in Plat Records Vol 4 Page 56.

1.06 Majority. "Majority" shall mean at least two (2) of the Owners (as defined below) of the Property entitled to vote.

1.07 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding and owning a fee simple interest in all or any portion of the Property (as hereinafter defined). An Owner shall include each owner of a Dwelling Unit (as defined below) although each Dwelling Unit shall only be entitled to one (1) vote hereunder.

1.08 Property. As used herein the term "Property" shall mean Lot 1 as shown on the Plat.

1.09 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.10 Plat. "Plat" shall mean the Subdivision Plat of the Property Establishing Lot 1 Dietert's Addition recorded in Volume 4, pages 56, of the Plat Records of Kendall County, Texas which definition shall include any replat of all or any portion of the Property described on such Plat.

1.11 Restrictions. "Restrictions" shall mean this Declaration, as the same may be amended from time to time.

1.12 Dwelling unit. "Dwelling Unit" shall mean a structure built for single family residential use on the Property which may include a garage or other attached support structures and which Dwelling Units may be attached (in condominium style) or unattached.

## ARTICLE II. GENERAL RESTRICTIONS

All the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.01 Height of Structures. The height of any structure permitted and constructed on the Property shall be limited to two stories tall as measured from the finish floor height of the ground floor slab.

2.02 Precedence Over Less Stringent Governmental Regulations. In those incidences where the covenants, conditions and restrictions set forth in this Declaration set or establish minimum standards or limitations or restrictions on use in excess of any governmental regulations, rules or ordinances, the covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over any less stringent governmental regulations, rules and ordinances. Similarly, when any governmental regulations, rules and ordinances are more stringent than those set forth in this Declaration, the more stringent governmental regulations, rules and ordinances shall control.

2.03 Limit of Dwelling Units The maximum number of single family Dwelling Units constructed on the Property shall be four (4) Dwelling Units.

2.04 Requirement of Garage Enclosure Each Dwelling Unit shall be required to have a minimum of a (1) one car enclosed garage either attached to or detached from Dwelling Unit.

ARTICLE III.  
MISCELLANEOUS

3.01 Term. This Declaration including all of the covenants, condition and restrictions hereof, shall be binding and in full force and effect until December 31, 2028 unless sooner terminated or amended in accordance with the terms hereof. After December 31, 2028, this declaration including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated by a written instrument executed by a Majority of the Owners.

3.02 Amendment.

(A) By Declarant. Until such time as at least three (3) Dwelling Units have been sold and conveyed by Declarant, this Declaration may only be amended or terminated by Declarant with no other consent or execution required by the Owner of such three (3) Dwelling Units. Upon the conveyance of three (3) or more Dwelling Units, this Declaration may be amended or terminated in accordance with Section 3.02 (B) hereof.

(B) By Owners. This Declaration may be amended or terminated by the recording in the Real Property Records of Kendall County, Texas, an instrument executed and acknowledged by a Majority of the Owners, setting forth the amendment or termination and certifying that such amendment has been approved by a Majority of the Owners. The Declarant shall be considered an Owner with respect to any Dwelling Unit owned by Declarant.

3.03 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the development of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

3.04 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his or her, its own expense, and the Declarant shall have the right to enforce all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) Nonwaiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

3.05 Construction.

(A) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or Articles hereof.

(B) Singular Includes Plural - Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Restrictions Severable. The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity or any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

6.06 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day after a copy of the same has been deposited in the United States mail, postage prepaid, sent certified mail return receipt requested and addressed to the Owner at the address of the Dwelling Unit owned by such Owner. Such address may be changed from time to time by notice in writing given by such Person to and actually received by the Owners.

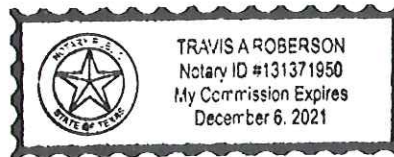
Executed on the date set forth in the acknowledgement below to be effective the 12<sup>th</sup> day of August.

**Robert S. Thornton, L.P.,  
a Texas limited partnership**


By: Robert S. Thornton Management, LLC,  
a Texas limited liability company, Its General Partner

By: \_\_\_\_\_  
Robert S. Thornton, Managing Member

**State of Texas**       §  
                                 §  
**County of Kendall**   §



The foregoing instrument was acknowledged before me this 27 day of August, 2018, by Robert S. Thornton as Managing Member of Robert S. Thornton Management, LLC, General Partner of Robert S. Thornton, L.P. for and on behalf of said limited partnership.

  
\_\_\_\_\_  
Notary Public, State of Texas

Filed & Recorded in:

**KENDALL COUNTY  
DARLENE HERRIN  
COUNTY CLERK**

08/27/2018 10:28AM

Document Number : 00324248  
Total Fees : \$38.00

Receipt Number - 90830  
By Deputy: Harriet P Seidensticker

This Document has been received by this Office for  
Recording into the Official Public Records.

We do hereby swear that we do not discriminate due to  
Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS, COUNTY OF KENDALL  
I hereby certify that this instrument was filed in File Number  
Sequence on the date and at the time stamped hereon and  
was duly recorded in the OFFICIAL RECORDS Records of  
Kendall County, Texas on

08/27/2018  
DARLENE HERRIN, COUNTY CLERK  
Kendall County, Texas

By: HPs Deputy