

**DECLARATION OF USE RESTRICTIONS  
FOR  
REDBIRD RANCH  
(REDBIRD RANCH SUBDIVISION, UNITS 4C & 4D & 4E & 5A & 5B & 5C)**

THAT, **CONTINENTAL HOMES OF TEXAS, L.P.**, being a Texas limited partnership ("Declarant"), being the owner of all of certain lots situated within that certain subdivision platted as REDBIRD RANCH UNITS 4C & 4D & 4E & 5A & 5B & 5C and marketed as REDBIRD RANCH (hereinafter called the "Subdivision"), such lots being more particularly described in Exhibit A attached hereto and incorporated herein by reference, and desiring to create and carry out a uniform plan for the improvement, development and sale of such subdivided lots situated in the Subdivision (each said subdivided lot being herein sometimes called a "lot" or "Lot"), does hereby adopt and establish the following restrictions and covenants to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each contract or deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted subject to the following restrictions, conditions and covenants (collectively referred to herein as the "Restrictions") (the headings being employed for convenience only and not to be controlling over content):

**ARTICLE I. USE**

All lots in the Subdivision shall be used for single-family residential purposes only.

No owner shall occupy or use a lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants. During the construction and sales period of the lots, the Declarant or any builder who has the consent of Declarant may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to, business offices, storage areas, trailers, construction yards, signs, model units and temporary sales offices.

No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street.

No residence of a temporary character shall be permitted on any lot. No structure shall be occupied as a residence, even temporarily, unless it is a complete dwelling conforming to these Restrictions.

**ARTICLE II. ARCHITECTURAL CONTROL**

Section 1. Development Objectives. The aesthetic and ecological quality of the Subdivision requires that all dwellings be compatible with other dwellings and be in

harmony with the natural surroundings. To this end, an Architectural Control Committee (sometimes hereinafter called "the Committee") has been created as described in Section 2 of this Article. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

Section 2. Architectural Control Committee. The initial Architectural Control Committee shall be Kimberly Schneider, Chris Lindhorst, and James Kyle, or a representative or representatives appointed by a majority of them. As long as Declarant holds title to any lots in the Subdivision, Declarant shall have the right to remove any and all members of the Committee at any time and for any reason, with or without cause, and the right to appoint any new member to the Committee to replace any such removed member. In the event of the death or resignation of any member, the remaining members shall have full authority to carry out the duties of the Committee and the authority to designate a successor committee member to fill any vacancies. At such time as the Declarant does not hold title to any Lots in the Subdivision, and any members of the Committee appointed by Declarant have resigned, that one certain homeowners association with jurisdiction over the Subdivision created in a duly recorded Declaration of Covenants, Conditions and Restrictions affecting the Subdivision and known as "Redbird Ranch Homeowners Association, Inc." (the "Association") shall have the right to thereafter appoint and/or replace the members of the Committee from time to time.

Section 3. Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of dwellings of good architectural design, quality and property size compatible with Declarant's conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the Committee, will all create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Committee feels that the repetition of such matters will have an adverse affect on the Subdivision.

Section 4. Function of the Architectural Control Committee. The Committee shall function as the representative of the owners for the purposes herein set forth. No building, roof, fence, wall or other structure of any nature whatsoever and no landscaping of any nature whatsoever that is readily visible from the street shall be erected, placed or altered on any lot (nor may any such item be subsequently replaced, treated or repainted in a manner which materially alters the exterior appearance of the item) until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee or its representative shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the

Architectural Control Committee shall be final, conclusive and binding upon the applicant. All submissions to the Architectural Control Committee shall be at the address specified herein.

Section 5. Procedures of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines to supplement these restrictions. The address of the Architectural Control Committee as of the date hereof shall be as follows: 211 North Loop 1604 East, Suite 130, San Antonio, Texas 78232; and this address may be changed from time to time by the Architectural Control Committee by its filing of an Address Change Certificate in the Real Property Records of Bexar County, Texas.

Section 6. Plans and Specifications. Review and approval of plans and specifications by the Committee shall be mandatory prior to any owner undertaking any improvements. In order that the Committee may give just consideration to the proposed improvement, such plans and specifications must adequately describe the site plans, floor plans, foundation plans, elevations and exterior materials, color and other characters of the proposed structure; and, if the Committee so requests, a preliminary landscape plan and a cross-section sketch through the lot from the property line, with the highest existing grade to the property line with the lowest existing grade representing any improvements and grade changes and their relationship to existing conditions of the site. Plans and specifications shall be in duplicate and must include all items required by the Committee (i.e., they may not be submitted on a piecemeal basis).

Section 7. Basis of Approval. Approval of plans and specifications shall be based upon any one or more of the following:

- (a) The architectural and structural integrity of the design.
- (b) Harmony and conformity of the design with the surroundings both natural and built.
- (c) Adequacy of the design to conditions of the site.
- (d) Relation of finished grades and elevations to neighboring sites.
- (e) Conformity to specific and general intent of these Restrictions covering the particular platted unit of which the lot in question forms a part.
- (f) Aesthetic considerations determined in the Committee's sole discretion.

Section 8. Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit an owner to construct, erect, or install a dwelling or other improvement or enhancement which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling which such variance effects must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be unharmonious with the natural surroundings. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any owner for any

claims, causes of action or damages arising out of the grant or denial of any variance to an owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any one owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions, covenants or architectural standards created by these Restrictions.

Section 9. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove the plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such plans and specifications. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. The approval of the Architectural Control Committee to any submitted plans and specifications shall not be deemed as the approval of the Committee to any other items not expressly and specifically covered by such submitted plans and specifications.

Section 10. Limitation of Liability. The Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any Restrictions herein that may be vague, indefinite, uncertain or capable of more than one construction. All decisions of the Committee shall be final and binding, and there shall be no revisions of any action of the Committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. Neither the Declarant, the Architectural Control Committee nor any member of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

### **ARTICLE III. SIZE OF LOT AND DWELLING**

Every dwelling erected on any lot shall front or present a good frontage on the street upon which said lot fronts. Dwellings on corners shall have a presentable frontage on all streets on which the particular corner lot abuts. No dwelling shall be erected on any lot having an area of less than three thousand square feet (3,000 sq. ft.).

The total living area of the main structure of any dwelling, exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and/or living quarters for bona fide domestic servants, shall not be less than eight hundred square feet (800 sq. ft.) for single story structures and eight hundred square feet (800 sq. ft.) for two-story structures, unless specifically approved to the contrary by the Architectural Control Committee. The first floor of any two-story structure shall contain at least three hundred square feet (300 sq. ft.) of total living area.

### **ARTICLE IV. MASONRY REQUIREMENTS**

That portion of the exterior walls of the main residence building constructed on any lot which are within eight feet (8') from the ground level of such lot shall be at least twenty-five percent (25%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, inclusive of door, window and similar openings. The minimum masonry requirement specified shall apply to the lower floor only for a two-story dwelling. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock, fiber cement and all other materials commonly referred to in the San Antonio, Texas, area as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

#### **ARTICLE V. OUTBUILDING REQUIREMENTS**

No tent, shack, or other temporary building, improvement, or structure shall be placed upon any lot without the prior written approval of the Architectural Control Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, such approval to include the nature, size, duration, and location of such structure. Notwithstanding any provision in this Declaration to the contrary, an owner shall be permitted, without Architectural Control Committee approval, to erect one (1) outbuilding not to exceed eighty square feet of total floor area if (i) the side walls shall not exceed six (6) feet in height, (ii) the outbuilding is constructed within an area completely enclosed by a privacy fence of not less than six (6) feet in height, (iii) the exterior of the outbuilding is constructed of the same or substantially similar materials and color as the exterior of any residence located on the lot, (iv) the roof shall be constructed in a gable-style with the same roof pitch as any residence located on the lot, and (v) the outbuilding shall be constructed on the rear one-third of the lot and no closer than five feet (5') from any rear or side fence. No outbuilding of a permanent nature may be constructed within an easement area. The Architectural Control Committee shall be entitled to determine, in its sole and absolute discretion, whether an outbuilding constructed on any lot complies with the foregoing requirements relating to size, height, location, fence enclosure and construction materials.

#### **ARTICLE VI. FENCES**

In order to ensure a general uniformity of appearance of those fence sections that can be viewed from a street, any and all fences erected on areas readily apparent and visible from streets (e.g., between dwellings [i.e., separating front and rear yards]) and on all corner lots along that portion of side or rear yards fronting on side streets, shall be six-foot (6') vertical privacy fences composed of masonry, cedar, spruce, or other such materials as may be approved from time to time by the Architectural Control Committee. Fences along rear lot lines of those lots abutting the greenbelt or floodplain may be constructed of six foot (6') high wrought iron fence. In no event shall any fence extend any closer to the street fronting a dwelling than the front outermost corners of

such dwelling. On corner lots, fences must be set back at least five feet (5') off that side property line abutting the side street.

Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive the aforesaid fence limitations in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood. In addition, nothing herein contained shall be deemed as prohibiting or limiting Declarant's right and privilege to erect an entry wall or fence and/or perimeter wall or fence serving the Subdivision, the style and composition of such walls or fences, if applicable, to be determined solely by Declarant.

No chain-link fences may be built or maintained on any lot where same would be visible from a street (i.e., between dwellings and abutting side streets on corner lots).

No fence, wall, or hedge, or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended; the same sight line limits shall apply on any lot within ten feet (10') from the intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

#### **ARTICLE VII. DRIVEWAYS**

All driveways shall be surfaced with concrete, or other similar hard surfaced material.

#### **ARTICLE VIII. TEMPORARY STRUCTURES**

No structure of a temporary character -- trailer, mobile home, recreational vehicle, tent, shack, garage, barn or other outbuildings -- shall be used on any lot at any time as residence, either temporarily or permanently. No mobile home, trailer, camper, recreational vehicle, or similar vehicle, whether motorized or not, shall at any time be connected to utilities situated within a lot. No tent or similar apparatus shall be permitted in an area readily visible from a street. No dwelling previously constructed elsewhere may be moved on any lot in the Subdivision controlled by these Restrictions. This restriction specifically includes the use of a mobile home or recreational vehicle in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home or recreational vehicle is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which the wheels have been left attached. However, Declarant hereby reserves the exclusive right to approve the erection, placement, and maintenance of such temporary facilities herein described in or upon any lot(s) as in its sole discretion may be necessary or convenient while selling lots, selling or constructing residences, or constructing other improvements within the Subdivision. Such facilities may include, but

not necessarily be limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

#### **ARTICLE IX. EASEMENTS**

Declarant reserves for public use the easements and rights-of-way shown on the recorded plat for the Subdivision for the purpose of constructing, maintaining, repairing and/or replacing any system(s) of electric lighting, electric power, telegraph and telephone line(s), gas, sanitary sewer, cable television line(s), or any other utility Declarant sees fit to install in, across and/or under any lots comprising the Subdivision, including storm sewers, drainage channels, or drainage rights-of-way. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change direction of flow of water through drainage channels in such easement. The easement area of each lot, if any, and all improvements in such area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees and flowers or any other property of the owner on the land covered by said easements. Utility companies shall not be held liable for any damage where utility lines are buried from transformer to meter location.

Declarant and the Association shall have the right, but not the obligation, to install, maintain, repair and/or replace any fences, walls, retaining walls and/or subdivision monumentation situated on any Lot. In furtherance of such purposes, Declarant reserves for itself and the Association an easement over and across all of the Lots for the installation, maintenance, repair and/or replacement of any fences, walls, retaining walls and/or subdivision monumentation on any Lot. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or improvement constructed thereon. If any fence, wall, retaining wall and/or subdivision monumentation is erected or installed on any Lot, such fence, wall, retaining wall and/or subdivision monumentation shall be the property of the owner of the Lot on which such fence, wall, retaining wall and/or subdivision monumentation is erected or installed, subject to the rights of Declarant and the Association set forth in this paragraph.

#### **ARTICLE X. SIDEWALKS**

Each lot shall have a sidewalk which will be installed in compliance with all applicable governmental requirements (i.e. city or county) at the same time the dwelling is constructed, such sidewalk to be situated along the street frontage of each such lot for the use of pedestrians.

#### **ARTICLE XI. MAINTENANCE OF LOTS**

Grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from a

Lot and replacements of equal quality or value promptly installed. Lawns must be properly maintained and not allowed to grow to a height of greater than six inches (6"); fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot.

Upon the owner's failure to maintain the Lot as herein above required after the Association has sent the owner a ten (10) day written notice requesting the performance of such maintenance, the Association or its agents may exercise any and all rights of enforcement specified in this Declaration. The Association may further at its sole discretion, elect to have the landscaping maintained (referred to herein as "landscape maintenance") on such Lot to bring the Lot to the standards required herein (as often as is necessary) in their respective judgment at the cost to the owner of two (2) times the cost incurred by the Association to effect such maintenance. Association will have no liability whatsoever to the owner of such Lot or to any person claiming by or through such owner in relation to the landscape maintenance. The owners of any Lot further release and forever discharge the Association and Declarant of and from any damages, demands, actions or causes of action arising in connection with the performance of the landscape maintenance by the Association, regardless of whether any such claim or demand involves or alleges the Association or Declarant or their respective agents, employees, representatives, officers, directors, partners, agents and assigns, of and from any damages, demands, actions or causes of action arising in connection with the performance of the landscape maintenance on the Lot. The owner of such Lot shall be obligated, when presented with an itemized statement, to pay the Association two (2) times the cost incurred for the landscape maintenance within ten (10) days of delivery of the statement. In addition, the Association may impose fines against such owner in an amount to be determined by the Association's Board of Directors or exercise any other of the enforcement procedure provided in the Declaration.

Until a home or residence is built on a Lot, Declarant or the Association, may, at their option, have the grass, weeds and vegetation cut when and as often as it determines the same is needed, and have dead trees, shrubs and plants removed therefrom. Declarant or the Association may also, at their option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of any Lot shall be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

All front yards, side yards and rear yards on all Lots must be sodded within three (3) months after occupancy of the house, and must thereafter be maintained with grass or landscaping in a neat and well mowed condition, free of unsightly weeds and overgrowth. Decorative ground cover rock in the front and side yard may be used in lieu of grass but may not exceed ten percent (10%) of the total area of the front and side yard. No oak, elm, or pecan trees larger than 18" in diameter may be removed without written approval of the Committee. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY,



VITALITY OR FITNESS FOR INTENDED PURPOSES OF ANY TREES OR SHRUBS LOCATED ON A LOT.

For the limited purpose of this Article XI, any reference to a "lot" shall be deemed to expressly include that strip of land directly abutting such lot that is situated between the property line of such lot and the curbline (save and except for any sidewalk situated within such strip), such strip being a part of the public right of way abutting such lot.

## **ARTICLE XII. SIGNS AND BILLBOARDS**

All signs visible from the roadway (both temporary and permanent) shall be constructed for low maintenance and shall be approved in advance by the Architectural Control Committee. Each lot may have one professionally made "For Sale" or "Sold" sign while the house on the lot is under construction and until the home is occupied. ("Professionally made" does not include pre-made, store bought signs). Signs advertising the Subdivision may be erected by a builder, if approved by Declarant. No other real estate signs shall be allowed in the Subdivision including, but not limited to "For Sale" signs, "For Lease" signs and/or "For Rent" signs.

## **ARTICLE XIII. VEHICLES**

No recreational vehicle, motorized vehicle, mobile home, trailer, boat, or other similar vehicle or vessel and no stripped down, wrecked, junked, or inoperable vehicle or vessel (including an operable vehicle with an expired inspection and/or license sticker) shall be kept, parked, stored, or maintained on any portion of the front yard in front of the building line of the permanent structure and shall be kept, parked, stored or maintained on other portions of a lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. Flat tires on vehicles that are readily in view from the street or other lots shall be promptly fixed. No commercial vehicle bearing commercial insignia, names, or signs (temporary or permanent) shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked for the purpose of serving such lot.

## **ARTICLE XIV. NUISANCES**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No owner shall do any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Control Committee).

No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the lot and improvements situated thereon and exterior speakers installed with the initial construction of the home for use with a home entertainment center) shall be placed or used upon any lot.

No guns, pistols, rifles or other firearms shall be discharged by owners or their guests in the Subdivision, nor shall target practice or hunting of any nature be permitted on any tract situated in the Subdivision, or on any adjoining property situated in close proximity to the Subdivision whether owned by Declarant or otherwise.

#### **ARTICLE XV. GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant lot or drainage area in the Subdivision.

#### **ARTICLE XVI. PETS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes; and provided further, that no more than two (2) adult dogs and two (2) adult cats may be kept on a single lot.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Architectural Control Committee. It shall be the responsibility of each of the owners of such household pets to keep all such pets on a leash and under such owner's direct supervision at all times when such pets are not confined within such owner's fenced lot, and to prevent the animals from running loose or becoming a nuisance to the other residents.

#### **ARTICLE XVII. OIL AND MINING OPERATIONS**

Section 1. Operations Prohibited. Except as provided in Article XVII, Section 2, below, (i) no oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, (ii) no oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot, (iii) no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot, and (iv) no tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

**Section 2. Notice Concerning Mineral Reservation.** Each owner of any Lot is hereby informed that Declarant has conveyed to an affiliated entity all right, title and interest, if any, of Declarant in all minerals, resources, and groundwater, including but not limited to oil, gas and hydrocarbons, in, on or under, and/or that may be produced from, the Subdivision. The conveyance instrument ("Mineral Deed") includes a provision whereby the owner of the minerals, resources and groundwater, if any, conveyed by such Mineral Deed will not be permitted to use the surface of the Lots (to a depth of thirty feet below the finished grade of the Lots) for the purpose of exploring for, developing or producing such minerals, resources and groundwater and becomes effective with respect to a particular Lot on or after the date of recording of the first deed to such Lot (in the Official Public Records of Medina or Bexar Counties, Texas) following the completion of construction of a residence thereon (the "Surface Waiver"). This Surface Waiver applies only to the interest, if any, in the minerals, resources and groundwater conveyed by the Mineral Deed. The minerals, resources and groundwater, or some portion thereof or some interest therein, may have been conveyed or reserved by third parties prior to Declarant's conveyance to its affiliate, and any such portion or interest would not be affected by the Surface Waiver contained in the Mineral Deed. No representation or warranty, express or implied, is made as to the ownership of the minerals, resources and groundwater or any portion thereof or any interest therein. Further, no representation or warranty, express or implied, is made with respect to whether the owner(s), if any, of any interest in or portion of the minerals, resources and groundwater not conveyed by the Mineral Deed has/have waived their rights to use the surface of the Lots or the terms of any such waiver of surface rights. The Surface Waiver in the Mineral Deed does not prevent the owner of the minerals, resources, and groundwater conveyed by the Mineral Deed from exploring, developing, drilling, producing, withdrawing, capturing, pumping, extracting, mining or transporting the minerals, resources, and groundwater by pooling, unitization, directional drilling or any other manner or method that does not require entry upon the surface of the Lots. Each owner should carefully review the title commitment delivered in connection with its acquisition of a Lot to determine the full extent to which the Mineral Deed and any other mineral conveyances affect the Lots and the Subdivision. In addition, if the Declaration includes a prohibition against mineral, resource, and/or groundwater extraction, drilling, or mining, such provision is not binding on the owner(s) of the minerals, resources and groundwater.

#### **ARTICLE XVIII. WATER AND SEWERAGE SYSTEMS**

No individual water supply system or sewage disposal system shall be permitted on any lot, including, but not limited to, water wells, cesspools or septic tanks.

#### **ARTICLE XIX. RADIO OR TELEVISION ANTENNA; CABLE EQUIPMENT**

No radio or television aerial wires or antennae shall be maintained on any portion of any lot forward of the main ridgeline of the midpoint of the main ridgeline in the case of a house whose main roof ridgeline is not parallel to the front lot line. Furthermore, no radio or television aerial wires or antennae shall be placed or maintained on any lot which extends more than five feet (5') above the highest part of the roof of the main

residence on said lot. In no event shall any cable equipment, discs, towers, or other similar devices or apparatus ancillary to television reception be situated on any portion of a lot which is visible from the street or from other lots.

#### **ARTICLE XX. ATHLETIC FACILITIES**

No permanent basketball goals or backboards or any other similar sporting equipment shall be placed on a lot without the prior written consent of the Architectural Control Committee. Any temporary basketball goals or backboards or any other similar sporting equipment shall be stored in the rear yard or in the garage *when not in use* and shall not be placed within fifteen feet (15') from the front property line of any lot in the Subdivision without the prior written consent of the Architectural Control Committee.

## **ARTICLE XXI. GARAGES**

A garage able to accommodate a minimum of one (1) automobile and a maximum of four (4) automobiles must be constructed and maintained for each residence. No garage may be enclosed, modified, or converted for any use other than for storage and maintenance of automobiles, except when being used as a builder's temporary sales or construction office prior to permanent occupancy of the main structure. No carports shall be permitted without the prior written approval of the Architectural Control Committee.

## **ARTICLE XXII. ROOFS**

The surface of all roofs of principal and secondary structures which are exposed to public view shall be asphalt shingle or wood shingle, wood shakes, or tile. Notwithstanding the foregoing any wood shingles must be rated by the state insurance board as meeting fire retardant standards. The Architectural Control Committee shall have the authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood. No gravel or "built up" roofs shall be permitted without the written approval of the Architectural Control Committee.

## **ARTICLE XXIII. SETBACK LINES**

All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines; and in no event shall any such building or other structure be constructed, placed or maintained within five feet (5') of the side boundary of a lot; within ten feet (10') from the rear property line; or within twenty feet (20') of the front boundary of a lot. Notwithstanding the foregoing, approved outbuildings may be placed on a lot in accordance with the provisions of Article V hereof provided the Architectural Control Committee approves same. The eaves, steps and/or porches of dwellings shall not be deemed to be a part of a building or structure for the purpose of this covenant. The Architectural Control Committee is empowered to grant variances from the setback requirements hereinabove provided in those instances where in the opinion of said Committee the proposed location of the buildings or other structure will not detract from the appearance and value of other lots in the Subdivision and will not have a detrimental effect on the aesthetic integrity and harmony of the Subdivision.

## **ARTICLE XXIV. ENFORCEMENT**

If the owner of any lot in the Subdivision, or such owner's heirs, successors, lessees or assigns shall violate or attempt to violate any of the Restrictions herein contained, it shall be lawful for any person or persons owning real property situated in the Subdivision controlled by these Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Restrictions and either to prevent him or them from so doing or to recover damages for such violations. Declarant, for itself, its successors or assigns, reserves the right to enforce these Restrictions, though it may have previously sold and conveyed all

subdivided lots in the Subdivision, controlled by these Restrictions. The reservation of this right to enforcement shall not create an obligation of any kind upon Declarant to enforce same.

#### **ARTICLE XXV. DURATION, RIGHT TO ENFORCE AND AMENDMENTS**

These Restrictions shall be deemed covenants running with the land and shall be binding on all parties and all persons claiming under them for a term of fifty (50) years from the date this Declaration is recorded, at which time said Restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is then agreed to change said Restrictions in whole or in part. These Restrictions may be amended by an instrument signed by not less than seventy percent (70%) in interest of the lot owners, except that so long as Declarant owns any lot in the Subdivision, any amendment in order to become effective, must be executed by Declarant. Notwithstanding the foregoing, Declarant shall have the right to record an amendment to this Declaration, without the necessity of joinder by any other owner of a lot, for any purpose it deems necessary, in its sole discretion, including but not limited to purposes, of complying with a statutory requirement, correcting a clerical error, clarifying an ambiguity, inserting an omitted portion or removing any contradictions in the terms hereof.

#### **ARTICLE XXVI. PARTIAL INVALIDATION**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

#### **ARTICLE XXVII. CONFLICT OF RESTRICTIONS WITH OTHER LAWS**

In the event of any conflict between this Declaration of Use Restrictions and Ordinances of the City of San Antonio or any Medina County regulations, the most restrictive shall govern.

EXECUTED as of the 19 day of JANUARY, 2011.

DECLARANT:

**CONTINENTAL HOMES OF TEXAS, L.P.**  
a Texas limited partnership

By Its General Partner:  
**CHTEX OF TEXAS, INC.,**  
a Delaware corporation

By: [Signature]  
Name: Christopher Jurgens  
Title: Assistant Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 19<sup>th</sup> day of January, 2011, by ~~Christopher M. Lindhorst~~, Assistant Secretary of CHTEX OF TEXAS, INC., a Delaware corporation, General Partner of CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.  
Christopher Jurgens, Asst. Sec.

[NOTARY'S SEAL]



[Signature]  
Notary Public, State of Texas

EXHIBITS:

- Exhibit A - Legal Description of lots Covered by this Declaration of Use Restrictions