

**SCHERTZ FOREST VENTURE  
DECLARATION TO THE PUBLIC OF RESTRICTIONS  
IN SCHERTZ FOREST SUBDIVISION**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

THAT, WHEREAS, SCHERTZ FOREST VENTURE, ("Developer") is the owner of the land and premises known as SCHERTZ FOREST, Unit 3, Bexar County, Texas, ("Schertz Forest, Unit 3"), shown on a plat ("Plat") approved by the Planning Commission of the City of Schertz, Texas on the 26<sup>th</sup> day of September, 2007, to which approved Plat reference is here made, said plat being a subdivision of the tract of land described in Exhibit "A" attached hereto and depicted on the approved Plat attached hereto as Exhibit "B"; and

WHEREAS, Schertz Forest Venture, desires to subject all of the Lots in Schertz Forest, Unit 3, to the protective covenants, restrictions, reservations and easements herein for the benefit of such property and the present and future owners thereof;

NOW, THEREFORE, it is hereby declared that all of the Lots in Schertz Forest, Unit 3, shall be held, sold and conveyed 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 real property and shall be binding on all parties having any right, title, or interest in or to the Lots within Schertz Forest, Unit 3, or any part thereof, and their heirs, successors and assigns and which easements, and restrictions, will inure to the benefit of each owner ("Owner") thereof, and in general, will provide the best use and most appropriate development of Schertz Forest, Units 1, 2 and 3;

**A. COVENANTS AND RESTRICTIONS**

**1. Single Family Residential:**

All Lots in Schertz Forest, Unit 3, shall be single family residential Lots, and shall be used for residential and agricultural purposes only. Plans for all single family dwelling units ("Dwelling"), guest houses, detached garages or other out buildings must be submitted to the Architectural Review Committee for approval before construction of any Dwelling, guest house, detached garage or other out building may begin, in accordance with the provisions contained in Paragraph "B" below, entitled "Architectural Review Committee". All construction of Dwellings within Schertz Forest Subdivision, Units 1, 2, and 3 shall comply with the New Construction Rules and Regulations hereafter stated in Section B of these Covenants and Restrictions.

**2. Business Use:**

No business, or commercial activity shall be conducted on any Lot within Schertz Forest, Unit 3, except that a home office ("Home Office") may be maintained by residents who conduct their business using the internet, fax, telephone, or other available technology, but no customer or client visits may be made to the Property in connection with such Home Office activities.

**3. Landscape:**

Each Lot Owner is encouraged to remove as little of the living native vegetation (including trees, shrubs, or any plants, other than grass) (i) as is reasonably necessary to construct improvements, (ii) as is necessary to permit any easement to perform its intended purposes, and (iii) to erect fences. The foregoing provisions are not mandatory, but compliance with such requests will enhance the Developer's efforts to cause Schertz Forest, Unit 3, to maintain its existing rural character. Each Lot Owner shall comply with all Landscaping

Ordinances of the City of Schertz, as they are applicable to the Lot. No Heritage Trees (Trees with a diameter of twenty-four (24) inches at breast height ("DBH") – 4 ½ feet above ground level) shall be removed without the prior written approval of the Architectural Review Committee and then only after obtaining a Tree Preservation/Removal Permit as required by ordinances of the City of Schertz. No Protected Trees (Trees with an 8" DBH) shall be removed except inside the building set back lines as is reasonably necessary to permit the construction of improvements for the Lot Owner's use for residential purposes. No Protected Tree lying outside the building setbacks shall be removed without the prior written approval of the Architectural Review Committee and then only after obtaining a Tree Preservation/Removal Permit as required by the ordinances of the City of Schertz.

4. House Size; Garage, and Outbuildings:

No main residential structure ("Dwelling") shall be permitted on any Lot covered by these covenants, the air conditioned floor area ("Living Area") of which, exclusive of basements, porches, patios, driveway and garages, is less than 2000 square feet of Living Area for a one story Dwelling, or is less than 2500 square feet of combined Living Area for a two story Dwelling, the ground floor of which shall be not less than 1800 square feet.

A garage shall be constructed simultaneously with the construction of the Dwelling. The garage may be either attached, or detached, and the garage shall be of a size that is adequate to accommodate at least two (2) automobiles, and in any event shall contain not less than 480 square feet.

All construction shall be in accordance with the Building Code of the City of Schertz, Texas. No building material of any kind shall be placed or stored upon the property until the Owner is ready to begin construction and then such materials must be placed within the set back lines of the Lot to be improved. No residential Lot shall contain more than one single family Dwelling and such out-buildings as are incidental to residential or agricultural use. Quarters, or guest houses, will be allowed, provided they are not built prior to construction of the Dwelling, and they are not used for commercial purposes. Outbuildings as reasonably necessary for the use of the Lot for residential or agricultural purposes, including keeping animals to the extent permitted by these Restrictions, are also permitted, subject to the prior approval of the Architectural Review Committee. Outbuildings shall be located to the rear of the Dwelling. If located within 50 feet of the rear of the Dwelling, the masonry restrictions shall apply to the outbuildings, except for pool houses located near any swimming pool, but shall not apply to outbuildings located only within that portion of the Lot that lies more than 50 feet to the rear of the rear building line of the Dwelling.

5. Construction Quality; Building Materials:

All Dwellings hereafter constructed in Schertz Forest, Unit 3, shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance. No Dwelling shall have less than seventy five percent (75%) rock, stucco, or brick ("Masonry") construction on its exterior wall area, except detached garages, or outbuildings, may be a lesser amount of Masonry, if approved in writing prior to construction by the Architectural Review Committee. The front and side exterior walls of the Dwelling shall be Masonry. No external roofing material other than standing seam metal roofs, tile roofs, or composition shingles with not less than a thirty (30) year life, or other metal roof as approved by the Architectural Review Committee, shall be used on any Dwelling or other improvement on any Lot. All roofs shall have prior written approval of the Architectural Review Committee prior to installation. Roof fans, attic fans, vents, or other roof penetrations shall be installed on the portion of the roof having the least visibility from the street, or adjoining properties.

6. Completion of Construction:

The entire exterior and interior of a Dwelling together with driveways, and other exterior appurtenances shall be completed within nine (9) months after commencement of work, or the placing of any materials on the Lot.

7. No Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any portion of Schertz Forest, Unit 3, at any time as a residence, either temporarily or permanently.

8. Homes or other Structures Previously Constructed Elsewhere; Vehicles

No building previously constructed elsewhere shall be moved to any portion of a Lot, including but not limited to prefab homes, mobile homes, manufactured homes, modular homes, trailer houses, storage buildings, or portable buildings of any kind, for either temporary or permanent use. No motor home, boat or other type recreational vehicle ("Recreational Vehicles"), or any Commercial Vehicle such as a Truck Tractor and/or Trailer (commonly known as an eighteen wheeler) or other truck larger than a pick-up, will be permitted to be parked on the streets, or in front of any home. Any of the vehicles described in this Paragraph, and any boats may be kept, parked, stored, or maintained on a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots and streets, and all such vehicles shall be located on the Lot not less than 25' to the rear of the rear building line of the Dwelling and garage constructed on the Lot.

No trailer, tent, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on the street fronting any Lot in Schertz Forest, Unit 3, or on any Lot.

No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard.

9. Building Setbacks:

Subject to any variances that may be granted by the Architectural Review Committee, all Dwellings constructed in Schertz Forest, Unit 3, shall be set back not less than fifty (50) feet from the front property line of each Lot in such Subdivision and shall be set back not less than twenty-five (25) feet from the side and rear lines of all Lots within the Subdivision, except that an Owner owning two contiguous Lots may construct a Dwelling across the line dividing such Owner's Lots, subject to any replatting, or other approval that may be required by the City of Schertz. All Dwellings must face the street on which the Lot fronts, unless otherwise approved in writing by the Architectural Review Committee. All garages (except those attached to the Dwelling) and quarters, and/or guest houses, and all other outbuildings, shall be set back to the rear of the rear building line of the Dwelling, and not less than Twenty-Five (25) feet from the side and rear property lines unless otherwise approved in writing by the Architectural Review Committee.

10. Sewage:

No outside toilets shall be placed, constructed or used, except during construction and/or development. Sanitary septic systems for sewage disposal shall be built and installed before use and occupancy of any Lot. Such sanitary septic systems must be constructed to comply with all regulations of Bexar County and the City of Schertz.

11. Driveways:

Driveways that are located within seventy-five feet (75') of the front Lot line shall be constructed entirely of concrete, exposed aggregate, brick pavers, hot mix asphalt, or base

material topped with not less than one inch of crushed granite. The driveways providing access to all Lots in Schertz Forest, Unit 3, may be constructed only onto the street on which the Lots front. No access to the public road bounding any Lot shall be permitted at any locations designated on the Plat as being subject to a Non-Access Easement. If any driveway is not completed in accordance with the provisions of this Paragraph on or before the first date that the Dwelling is occupied, the Architectural Review Committee and any Lot Owner shall be entitled to (i) injunctive relief requiring the construction of such driveway, and (ii) liquidated damages of Twenty-Five and No/100 Dollars (\$25.00) per day of non-compliance which shall be paid to the Architectural Review Committee for use in such manner as it, in its sole discretion, deems advisable.

12. Fences:

Fencing is not required. However, if installed, all perimeter fencing shall be first approved by the Architectural Review Committee. The following types of fencing, subject to approval of the construction plans, will be acceptable along the front boundary of the Lot:

- (a) wrought iron or similar style fences
- (b) wood rail fences
- (c) Such other materials as may be approved in writing by the Architectural Review Committee prior to commencement of construction

Any construction commenced along the front property line shall be completed within sixty (60) days after construction is commenced and in strict accordance with the plans submitted to the Architectural Review Committee. Any Lot Owner and the Architectural Review Committee shall be entitled to injunctive relief requiring the completion of construction of such fence and liquidated damages of Twenty-Five and No/100 Dollars (\$25.00) per day of non-compliance which shall be paid to the Architectural Review Committee for use in such manner as it, in its sole discretion, deems advisable.

Maximum fence height shall comply with the ordinances of the City of Schertz and any variances that may be granted by the City of Schertz, and the Architectural Review Committee. Gateposts or columns may be constructed only out of: steel (painted) not less than 8" in diameter, stone, concrete with a plaster finish, or other materials approved by the Architectural Review Committee. An entry gate shall be constructed from steel or wrought iron and painted. No galvanized ranch type gates will be allowed. Gate design shall be approved by the Architectural Review Committee prior to installation.

The side and rear lot lines may use any fencing that is approved by the Architectural Review Committee, including barbed wire, however, no wood or other privacy type fencing may be used along the front boundary, nor along any portion of the side boundary line that extends from the front Lot line to the rear building line of any Dwelling constructed on the Lot. No fence shall be constructed prior to the construction of the Dwelling.

Chain link fences may be allowed for dog kennels, tennis court, swimming pool, or pond fencing, or other similar uses located to the rear of the Dwelling and garage. All plans must be approved by the Architectural Review Committee prior to the commencement of construction.

13. Mailboxes:

Mailboxes for each Dwelling are to be constructed in accordance with the United States Postal Laws and Regulations. Further, such mailboxes shall be approved by the Architectural Review Committee prior to commencement of construction.

14. Nuisances; Offensive Activity:

No obnoxious or offensive act or activity shall be conducted upon any Lot in Schertz Forest, Unit 3, as Amended, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No Owner shall commit an act, or conduct work, that will impair the structural soundness or integrity of improvements located on another Lot, or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other Lot 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 Review 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) shall be placed or used upon any Lot.

15. Garbage and Refuse Disposal:

No part or portion of any Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, and/or as an area for the accumulation of scrap or used materials, except that a compost pile for personal use of the Lot owner may be maintained so long as it is located within the side setback lines and more than 200' from the front Lot boundary and is not offensive or a nuisance to the neighborhood. Trash, garbage or other waste shall be kept in appropriate sanitary containers. All equipment for the storage of material shall be kept in a clean and sanitary condition, and in accordance with the laws, rules and regulations promulgated by any municipal, county, state and/or federal authority having appropriate jurisdiction for the regulation thereof.

16. Hunting:

No firearms shall be discharged, nor shall any trapping or hunting be done with any type of weapon, within Schertz Forest, Unit 3.

17. Animals:

No animals will be permitted on any Lot in Schertz Forest, Unit 3, other than those normally found in a suburban subdivision for private residential and agricultural use and pleasure, which may include household pets such as dogs and cats (not to exceed a total of four (4) dogs and/or cats, exclusive of unweaned offspring), and any combination of farm animals including horses, donkeys, goats, sheep, llamas, rhea, ostriches, emus, cows and calves that does not exceed one (1) farm animal for each one (1) full acre of Lot size. For example, a Lot containing 2.75 acres would be permitted to have two (2) farm animals. No animal or fowl commercial breeding or sales operation will be permitted on any Lot in Schertz Forest, Unit 3. Annual maintenance as part of an FFA, or similar program, shall not be deemed to be a commercial operation. Further, all property Owners maintaining animals, specifically including canine and feline animals, must make adequate provisions to retain the animals within the boundaries of the Owner's Lot and such animals shall not be allowed to run loose or unrestrained in Schertz Forest, Unit 3, or in the public streets within or abutting Schertz Forest, Unit 3. Each Lot shall be maintained in a clean and sanitary condition.

18. Mining/Mineral Hazardous Materials:

No oil, gas or other mineral drilling, development, refining, quarrying, mining, cave explorations or other type mineral operation will be permitted upon, in or on any Lot. No tank for the storage of oil or other fluids, or any other materials defined to be hazardous by state or federal

law ("Hazardous Materials") may be maintained on any Lot, except in quantities reasonably necessary for individual household use, and any agricultural uses of the Lot.

19. Maintenance:

All property Owners are required to maintain their Lots, whether vacant or occupied, so that same do not become overrun with vegetation, rubbish or trash. If, in the opinion of the Architectural Review Committee, any property Owner's Lot becomes so overrun with tall grass, brush, rubbish, or trash so as to cause a nuisance in Schertz Forest, Unit 3, the Developer is authorized to clean said Lot at the expense of the property Owner, after first giving thirty (30) days written notice to said property Owner to comply. If the cleaning fee is not paid within sixty (60) days from the date of the cleanup, the expense of the cleanup will become a lien on the property in favor of the Developer, or other Lot Owner(s) who accomplished the cleaning of the Lot until such expense is paid. Any amount paid to clean up a Lot shall bear interest at the highest rate permitted by law from the date the expense is incurred until paid, and any attorney's fees and court costs incurred in enforcing the provisions of this paragraph shall be paid by the Lot Owner.

20. Lot Area:

The Lots in Schertz Forest, Unit 3, shall remain intact as single units and no resubdividing of any Lot(s) designated for residential and agricultural use shall be allowed, the intent and purpose being that there be but one main residential Dwelling erected upon one Lot, provided, however, a guest house, or garage apartment, or similar living quarters may be maintained for the use of a member of the family of the Lot owner, which shall be located to the rear of the rear building line of the main Dwelling.

21. Driveway Headwalls:

Each Lot Owner shall, in conjunction with the construction of the Dwelling, and the construction of the driveway, construct headwalls surrounding the culverts, if any is required, running under the driveway out of materials aesthetically compatible with the materials used for the construction of the approach and driveway. Pipe culvert shall be of adequate size so as not to impede the flow of water in the drainage easement. Prior approval of governmental authorities and the Architectural Review Committee shall be obtained prior to commencement of construction.

22. Drainage and Utility Easements:

Easements for drainage throughout Schertz Forest, Unit 3, are reserved as shown on the Plat that will be recorded, such easements being depicted as "drainage easements". No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner may:

a. Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Review Committee;

b. Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided, however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over and through the property subject to said easement;

c. Permit storage, either temporary or permanent, of any type upon or within such drainage easements;

d. Place, store or permit to accumulate trash, garbage, leaves, limbs, or other debris within or upon the drainage easements, either on a temporary or permanent basis.

Appropriate governmental entities shall be authorized to enter upon the drainage easement for maintenance, if any, that may be required.

Easements for installation and maintenance of utilities are reserved as shown on the Plat that will be recorded. Within the utility easements, no structure, planting or other material shall be placed which may damage or interfere with the installation and maintenance of utilities. 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 Developer nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, flowers, or other property of the Owners situated on the land covered by said easements.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Review Committee and/or Developer, and such Committee and/or Developer shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

23. Signs:

No signs of any kind shall be displayed to the public view on any residential Lot except one sign of not more than three (3) square feet advertising the property for sale or rent, signs used by a builder, or financial institution providing financing, to advertise the property during the construction and sales period, and signs deemed advisable by Developer during its offering of lots in the Subdivision for sale; provided that all signs shall comply with the ordinances, rules, and regulations of the City of Schertz.

24. Additional Restrictions and Requirements of Use as reflected on the Plat of the respective Lots in Schertz Forest, Unit 3:

All Restrictions apply as are reflected on the Plat of Schertz Forest, Unit 3, that will be filed of record in the Map and Plat Records of Bexar County, Texas, including the following:

- (a) All Lots within this Subdivision are to be served by individual onsite sewage disposal systems approved and inspected by Bexar County and the City of Schertz and will not be placed within any drainage areas.
- (b) All Lots within this Subdivision shall provide a minimum 20' horizontal clear entry onto the individual properties that allows access to fire department vehicles.
- (c) All Lots within this Subdivision shall provide a driveway from the public right-of-way to a location within 50' of the residential home or other significant structure sited on the individual properties.
- (d) All driveways within this Subdivision shall provide a minimum of 20' horizontal and 13.5' vertical clear space along their entire length which will allow access of fire department vehicles.
- (e) Maintenance of the drainage easements within this subdivision will be the responsibility of the property owners in which the easement is contained.

- (f) All construction of any improvements on Lot within the Randolph AFB AICUZ Zone, as shown on the map provided by the City of Schertz, shall comply with all rules and regulations imposed by the City of Schertz, or any other governmental authority.

**B. ARCHITECTURAL REVIEW COMMITTEE**

**1. Prior Approval of Plans Required:**

Prior to the construction of any single family Dwelling, detached garage, guest house, barn, fence or other building in Schertz Forest, Unit 3, a complete set of plans and specifications, including a site plan showing the location of such improvements on the Lot must be submitted for review and approval of the Architectural Review Committee ("Committee"). Such request shall be accompanied by names and current addresses, phone and fax numbers and e-mails (if any) of the Owner and Builder.

**2. Procedures of the Architectural Review 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 Committee as of the date hereof shall be as follows: 5802 N.W. Expressway, San Antonio, Texas 78201, ATTN: Henry W. Christopher, Jr.; and this address may be changed from time to time by the Committee by its filing of an Address Change Certificate in the Real Property Records of Bexar County, Texas.

**3. Construction Rules and Regulations.** No construction shall be commenced on any Lot until the Owner and Contractor have complied with the New Construction Rules & Regulations ("Regulations"), stated in this Paragraph 3, including any subsequent reasonable amendments of such Regulations by the Developer or Committee, who expressly reserve the right to reasonably amend such Regulations. Such Rules and Regulations are as follows:

- (a) All plans for new construction must be submitted by the Owner to the Committee for approval. Upon approval of the plans, the Owner and Builder must meet with the Committee for a preconstruction meeting. Prior to the commencement of construction a \$ 1,000 deposit ("Construction Rules Compliance Deposit") shall be paid by the Builder or Owner to the Committee. At the completion of the Dwelling, a final inspection may be made at the building site by the Committee. Provided additional clean up is not required, no damage to the streets has occurred, and all of the rules have been adhered to, the deposit will be refunded to the Payor.
- (b) Construction of any structure approved by the Committee shall commence within six (6) months of such approval; and, the completion of such construction must be accomplished within nine (9) months of the commencement of such construction. The Committee shall be the sole authority for granting extensions to construction.
- (c) The Committee shall be the sole authority for determining whether proposed structures, landscape elements and/or modifications of proposed structures comply with applicable covenants, conditions and restrictions, and are in harmony of design with other existing structures and the overall development plan for the subdivision.
- (d) NO CONSTRUCTION SHALL TAKE PLACE ON THE LOT UNTIL THE COMMITTEE HAS PROVIDED WRITTEN APPROVAL OF THE PLANS



AND THE CONSTRUCTION RULES COMPLIANCE DEPOSIT HAS BEEN PAID TO THE COMMITTEE.

- (e) Hours of construction will be as follows:

Monday - Friday	7:00 a.m. - 8:00 p.m.
Saturday	8:00 a.m. - 6:00 p.m.
Sunday	NONE

Any variation from these hours must be approved by the Committee.

- (f) The Builder must provide workmen with a port-o-potty for each Dwelling site.
- (g) A commercial dumpster must be in place for each Dwelling site when framing begins. The dumpster must be used for all construction debris and any trash generated by contractors. ALL BUILDERS MUST MAINTAIN A CLEAN JOB SITE.
- (h) The streets must be kept clean and free from trash, rocks, gravel, cement, building materials and/or mud at all times. No topsoil or any other material is to be dumped on streets and no pallets are to be left on job sites. If clean up is not done and must be performed by the Committee, the Committee shall determine what individuals(s) are responsible for the expense. The responsible party shall be notified that they must perform the clean up. If they fail to do so, the Committee shall have the clean up done and bill the responsible party, who shall pay such amount within ten (10) days after the date of the notice. Unpaid amounts bear interest at the highest lawful rate from the date they were due.
- (i) Construction materials, trash, and debris must be kept off surrounding properties. Driving across or parking on any surrounding property without written approval from the property owner and notification in writing to the Committee is prohibited.
- (j) THERE SHALL BE:
- No consumption of alcoholic beverages on Job site.
- No vehicle or trailer shall be left parked on the street overnight. No exceptions!
- No loud radios on construction site.
- No children allowed on construction site unless accompanied by adult owners of the lot.
- (k) *NO FIRES AT ANY TIME AT THE JOB SITE.*
- (l) CONTRACTORS/BUILDERS ARE RESPONSIBLE FOR THEIR SUBCONTRACTORS' COMPLIANCE WITH THE ABOVE RULES!

4 Calculation of Time:

The date of any submission to the Committee shall be the date upon which complete documentation regarding the submittal is actually received at the office of the Committee.

5. Plans and Specifications:

Review and approval of plans and specifications for improvements by the Committee shall be mandatory prior to the Lot Owner undertaking the construction of any improvements. In order that the Committee may give just consideration to the proposed improvements, such plans and specifications must adequately describe the site plan, floor plans, elevations and exterior materials, and other character of the proposed improvements. Plans and specifications shall include all items required by the Committee (i.e., they may not be submitted on a piecemeal basis).

6. Basis of Approval:

Approval of plans and specifications shall be based upon 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 Restrictive Covenants covering the particular platted unit of which the Lot in question forms a part.
- (f) Aesthetic considerations determined in the Committee's sole discretion.

7. Variances:

Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit an Owner to construct, erect, or install a Dwelling or other improvement which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the improvements with such variance 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 Schertz Forest, Unit 3, or not be in harmony with the natural surroundings. Written requests for variance 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, cause of action or damages arising out of the grant, or denial, of any variance to an Owner. Each request for 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 created by this Declaration.

8. Failure of the Committee to Act:

If the 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, unless the plans and specifications contain any request for a variance to these restrictions in which case the plans and specifications shall be deemed disapproved. If plans and specifications are not sufficiently complete, or are otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance.

9. 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 covenant 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 DEVELOPER, NOR THE 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.

10. Powers of Committee; Designation of Committee Members:

The Committee retains the right in furtherance of a uniform plan for the development of the 200.459 Acres Tract known as the Schertz Forest Subdivision, in Bexar County, Texas, as a residential subdivision that complies with the Covenants and Restrictions stated in this document, to execute amendments to, including granting variances from and of, the restrictive covenants and use limitations in such subdivision, provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in furtherance of the uniform plan for the development of such subdivision. Such Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. The undersigned may, at any time, appoint three (3) property owners in Schertz Forest Subdivision, Units 1, 2, or 3 to serve as the Committee for such Subdivision from and after such date by instrument recorded in the Real Property Records of Bexar County, Texas, and such Committee for such Subdivision shall serve until their successors are duly elected as hereinafter provided. The initial members of the Committee shall be Henry W. Christopher, Jr., Marjorie C. Christopher, and Craig S. Christopher. Such Committee, including any additional members thereof as hereinafter provided for, shall be vested with all of the duties, powers, prerogatives and discretions herein conferred upon the Committee. Any vacancies in such Committee by death, resignation or otherwise, will be filled by the remaining members of such committee by recordable instrument filed in the Real Property Records of Bexar County, Texas. Notwithstanding the foregoing, however, it is expressly understood that any time after January 1, 2015, the then owners of a majority of the platted residential Lots in the 200.459 Acres Tract developed by Schertz Forest Venture, with each Lot being entitled to one vote, by instrument in writing filed in the Real Property Records of Bexar County, Texas may elect a three member Committee for the Lots governed by these Restrictions, and any Committee so appointed shall thereafter be vested with all of the duties, powers, discretions and prerogative of the original Committee herein provided. The Committee may by letter delivered to the party involved grant variances from any one or more of the above recited limitations and restrictions insofar, and only insofar, as they pertain to individual Lots. Any amendments to or variances from such limitations and restrictions made or granted by said Committee pertaining to all of the residential Lots in such Subdivision may be made only by appropriate written instrument filed in the Real Property Records of Bexar County, Texas. In connection with the foregoing, however, it is accordingly here provided that said committee shall have no power or authority to grant variances from, or amendments to such limitations and restrictions, which would permit the use of any Lot in such Subdivision for commercial purposes, except for a sales office used for sales of lots by Schertz Forest Venture, or its authorized agent, or as provided in Paragraph 2 of the Covenants and Restrictions.

C. DURATION AND AMENDMENT

The covenants, conditions and restrictions of this Declaration shall run with and bind the Lots within Schertz Forest, Unit 3, and shall inure to the benefit of and be enforceable by the Committee, or by any Owner of any Lot in Schertz Forest Subdivision, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the

undersigned, the Committee, or any one or more of the Owners of Lots in the Schertz Forest Subdivision shall have the right to enforce the restrictive covenants and use limitations herein provided for in Schertz Forest Subdivision by obtaining an injunction in order to prevent a breach thereof or to enforce the observance thereof, which, remedy however, shall not be exclusive and the undersigned, the Committee, or any other person or persons owning property in Schertz Forest Subdivision injured by virtue of the breach of the restrictions and use limitations herein provided for in Schertz Forest Subdivision shall accordingly have their remedy for the damages suffered by them as a result of any breach. In connection therewith it is understood that in the event of a breach of these restrictions and use limitations by the owner of any Lot or Lots in Schertz Forest Subdivision it will be conclusively presumed that the other owners of Lots in Schertz Forest Subdivision have been injured thereby. It is further expressly understood that the undersigned Developer shall continue to have the right to enforce such restrictive covenants and use limitations after all Lots have been sold by it but shall have no obligation to do so. It is understood that all expenses, attorneys fees and court costs ("Expenses") incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce the same; subject to their right to seek recovery of such Expenses from any person against whom enforcement of any Restriction is sought, and that the undersigned or the Committee shall have no obligation to bear such expense, although they may contribute to such expense if they so desire.

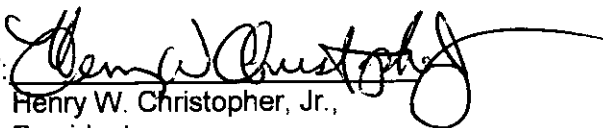
The covenants, conditions and restrictions herein shall be effective for a term of thirty (30) years from the date this declaration is recorded after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years, unless by a vote taken prior to the expiration of said thirty year period, or of any extended period, and filed for record in the Real Property Records of Bexar County, Texas, it is agreed by two-thirds (2/3) of the owners of residential Lots in the 200.459 Acres Tract that are governed by these Restrictions, (with each Lot in such Subdivision having one vote), that these restrictive covenants and use limitations shall terminate at the end of such thirty year period, or any extended period.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. Failure to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED as of the 6<sup>th</sup> day of December, 2007.

SCHERTZ FOREST VENTURE

By: KSC Developments, Inc.  
Its: Managing Partner

BY:   
Henry W. Christopher, Jr.,  
President

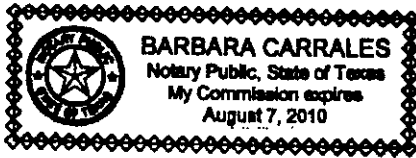
STATE OF TEXAS

§  
§  
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COUNTY OF BEXAR

This instrument was acknowledged before me on the 6<sup>th</sup> day of December, 2007, by Henry W. Christopher, Jr., in his capacity as President of KSC Developments, Inc., the Managing Partner of Schertz Forest Venture.

Barbara Carrales  
NOTARY PUBLIC, STATE OF TEXAS



**EXHIBIT "A"**

**BEING A 102.7 ACRE TRACT OF LAND IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS, BEING A REMAINING PORTION OF A 200.459 ACRE TRACT OF LAND DESCRIBED IN VOLUME 10454, PAGE 678, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS, ALSO BEING PARTIALLY OUT OF THE E. GOTARI SURVEY NO. 2, ABSTRACT NO. 5, COUNTY BLOCK 5193, AND THE JAMES P. HECTOR SURVEY NO. 1, ABSTRACT NO. 1147, COUNTY BLOCK 5061, BEXAR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF.**



CIVIL ENGINEERING CONSULTANTS  
D O N B U R D E N, I N C.  
11801H 10 West, Suite 200  
San Antonio, TX 78230-1057  
T: 210-841-8898 F: 210-841-8440

May 21, 2007  
Job No. E0246211

### DESCRIPTION OF A 102.7 ACRE TRACT OF LAND

Being a 102.7 acre tract of land in the city of Schertz, Bexar County, Texas, being a remaining portion of a 200.459 acre tract of land described in Volume 10454, Page 678, Official Public Records of Real Property, Bexar County, Texas, also being partially out of the E. Gotari Survey No. 2, Abstract No. 5, County Block 5193, and the James P. Hector Survey No. 1, Abstract No. 1147, County Block 5061, Bexar County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2" rebar found on the common line of said remaining portion of the 200.459 acre tract and a 20 acre tract of land described in Volume 1543, Page 941, Official Public Records of Real Property, Bexar County, Texas, the south corner of Lot 18R, Block 3, shown on the replat of Schertz Forest Unit 2 Subdivision, recorded in Volume 9573, Pages 38-39, Deed and Plat Records, Bexar County, Texas, the **POINT OF BEGINNING**, the most easterly corner of this tract;

**THENCE** South 59°48'48" West, coincident with said common line, a distance of 1777.67 feet to a point on the northeast line of an 86.725 acre tract of land described in Volume 3015, Page 287, Official Public Records of Real Property, Bexar County, Texas, the south corner of the remaining portion of the 200.459 acre tract, and of this tract;

**THENCE** North 30°39'03" West, coincident with the common line of the remaining portion of the 200.459 acre tract and said 86.725 acre tract, a distance of 886.29 feet to a 1" iron pipe found at the common corner of the 86.725 acre tract, and Lots 7 and 8, shown on the plat of Hilltop Ventures Subdivision, recorded in Volume 9505, Pages 133-137, Deed and Plat Records, Bexar County, Texas, an angle point of this tract;

**THENCE** North 30°28'56" West, coincident with the common line of the remaining portion of the 200.459 acre tract, and said Lot 8, and Lot 9, said Hilltop Ventures Subdivision, a distance of 1403.91 feet to a 1/2" rebar found, the common corner of said Lot 9 and a 5.347 acre tract of land described in Volume 7204, Page 1361, Official Public Records of Real Property, Bexar County, Texas, an angle point of this tract;

EXHIBIT "A-1"

THENCE North 27°35'45" West, coincident with the common line of the remaining portion of the 200.459 acre tract and said 5.347 acre tract, a distance of 650.24 feet to a 1/2" rebar found on the southeasterly right-of-way line of Pfeil Road (R.O.W.-Varies, 45' min.), the west corner of this tract;

THENCE North 40°58'34" East, coincident with the common line of the remaining portion of the 200.459 acre tract and said southeasterly right-of-way line, a distance of 61.92 feet to a 1/2" rebar found on the southeasterly right-of-way line of Ware-Seguin Road (R.O.W.-60'), an angle point of this tract;

THENCE North 57°42'33" East, coincident with the common line of the remaining portion of the 200.459 acre tract and said southeasterly right-of-way line of Ware-Seguin Road, a distance of 505.74 feet to a 1/2" rebar with a "CEC" plastic cap found on the westerly line of Lot 1, Block 1, shown on the subdivision plat of Schertz Forest Unit 1, recorded in Volume 9561, Pages 22-24, Deed and Plat Records, Bexar County, Texas, and Volume 6, Pages 672-674, Plat Records, Guadalupe County, Texas, the beginning of a non-tangent curve, a northerly corner of this tract;

THENCE departing said southeasterly right-of-way line of Ware-Seguin Road, coincident with the common line of the remaining portion of the 200.459 acre tract and said Block 1, the following courses:

Curving to the left, having a radius of 35.00 feet, a central angle of 146°42'05", an arc length of 89.61 feet, a chord bearing of South 15°38'29" East, and a chord distance of 67.07 feet to a 1/2" rebar with a "CEC" plastic cap found, a point of reverse curvature;

Curving to the right, having a radius of 836.00 feet, a central angle of 10°00'38", an arc length of 146.06 feet, a chord bearing of South 83°59'13" East, and a chord distance of 145.88 feet to a 1/2" rebar with a "CEC" plastic cap found, a point of tangency;

South 78°58'54" East, a distance of 296.81 feet to a 1/2" rebar with a "CEC" plastic cap found, a point of curvature;

Curving to the left, having a radius of 757.00 feet, a central angle of 38°00'36", an arc length of 502.19 feet, a chord bearing of North 82°00'48" East, and a chord distance of 493.03 feet to a 1/2" rebar with a "CEC" plastic cap found, a point of compound curvature;



Curving to the left, having a radius of 20.00 feet, a central angle of  $104^{\circ}00'18''$ , an arc length of 36.30 feet, a chord bearing of North  $11^{\circ}00'21''$  East, and a chord distance of 31.52 feet to a 1/2" rebar with a "CEC" plastic cap found on the southwesterly right-of-way line of another portion of the aforementioned Ware-Seguin Road, the end of this curve, a northerly corner of this tract;

THENCE South  $40^{\circ}59'48''$  East, coincident with the common line of the remaining portion of the 200.459 acre tract and said southwesterly right-of-way line, a distance of 86.46 feet to a point, an angle point;

THENCE South  $48^{\circ}49'38''$  East, continuing coincident with said common line, a distance of 27.40 feet to a point on the common line, being the southeasterly line of said Ware-Seguin Road and Lot 1, Block 2, the aforementioned Schertz Forest Subdivision Unit 1, a northerly corner of this tract, the beginning of a non-tangent curve;

THENCE departing said right-of-way line of Ware-Seguin Road, coincident with the common line of the remaining portion of the 200.459 acre tract and said Block 2, the following courses:

Curving to the right, having a radius of 843.00 feet, a central angle of  $07^{\circ}20'09''$ , an arc length of 107.93 feet, a chord bearing of South  $63^{\circ}14'25''$  West, and a chord distance of 107.86 feet to a 1/2" rebar with a "CEC" plastic cap found, the west corner of said Lot 1, a reentrant corner of this tract, the end of this curve;

South  $30^{\circ}25'39''$  East, a distance of 693.90 feet to a 1/2" rebar with a "CEC" plastic cap found, the south corner of Lot 1, a reentrant corner of this tract;

North  $59^{\circ}34'21''$  East, a distance of 511.08 feet to a point, an angle point of Lot 3, said Block 2, and of this tract;

North  $58^{\circ}55'43''$  East, a distance of 96.81 feet to a 1/2" rebar with a "CEC" plastic cap found, the common corner of Lots 3 and 4, said Block 2, and Lot 18R, Block 2, shown on the aforementioned plat of Schertz Forest Unit 2 Subdivision, a northerly corner of this tract;

THENCE coincident with the common line of the remaining portion of the 200.459 acre tract and the westerly line of said Schertz Forest Unit 2 Subdivision, the following courses:

South  $35^{\circ}56'13''$  East, a distance of 205.47 feet to a 1/2" rebar with a "CEC" plastic cap found, the common corner of Lots 18R and 19R, an angle point of this tract;

South 23°09'53" East, a distance of 201.51 feet to a 1/2" rebar with a "CEC" plastic cap found, the common corner of said Lot 19R and Lot 20R, an angle point of this tract;

South 17°38'14" East, a distance of 162.13 feet to a 1/2" rebar with a "CEC" plastic cap found on the northwesterly line of Lot 21R, the most southerly corner of said Lot 20R, an easterly corner of this tract;

South 49°24'10" West, a distance of 231.01 feet to a 1/2" rebar with a "CEC" plastic cap found, and angle point of said Lot 21R, and of this tract;

South 13°54'21" East, a distance of 111.39 feet to a 1/2" rebar with a "CEC" plastic cap found, an angle point of Lot 21R, and of this tract;

South 48°07'33" East, a distance of 97.83 feet to a 1/2" rebar with a "CEC" plastic cap found, the common corner of Lot 21R and Lot 22R, an angle point of this tract;

South 42°00'21" East, a distance of 204.33 feet to a 1/2" rebar with a "CEC" plastic cap found, the south corner of said Lot 22R, a reentrant corner of this tract;

North 59°48'48" East, a distance of 147.00 feet to a 1/2" rebar with a "CEC" plastic cap found, the west corner of Lot 25R, a northeasterly corner of this tract;

South 30°11'12" East, a distance of 286.08 feet to a 1/2" rebar with a "CEC" plastic cap found on the north right-of-way line of a cul-de-sac on the aforementioned Robin Hood Way, a southerly corner of said Lot 25R, the beginning of a non-tangent curve;

Curving to the left, having a radius of 60.00 feet, a central angle of 46°51'53", an arc length of 49.08 feet, a chord bearing of South 25°28'36" West, and a chord distance of 47.72 feet to a 1/2" rebar with a "CEC" plastic cap found, the end of this curve, a point of reverse curvature;

Curving to the right, having a radius of 15.00 feet, a central angle of 57°46'08", an arc length of 15.12 feet, a chord bearing of South 30°55'44" West, and a chord distance of 14.49 feet to a 1/2" rebar with a "CEC" plastic cap found, the end of this curve;

Page 5  
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102.7 acre tract

South  $30^{\circ}11'12''$  East, passing at a distance of 50.00 feet, the south right-of-way line of said Robin Hood Way, and continuing a total distance of 350.00 feet to the **POINT OF BEGINNING**, and containing 102.7 acres of land, more or less.

The basis of bearing recited herein is the plat of Schertz Forest Unit 2, a replat recorded in Volume 9573, Pages 38-39, Deed and Plat Records, Bexar County, Texas. This description was prepared from a survey made on the ground by employees of Civil Engineering Consultants (CEC) on July 23, 2003 and October 17, 2006. There is a preliminary subdivision plat with like job number.



Dion P. Albertson, RPLS No. 4963

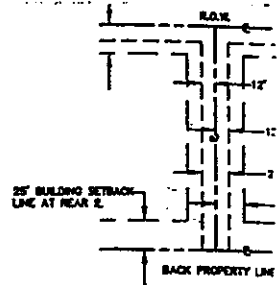
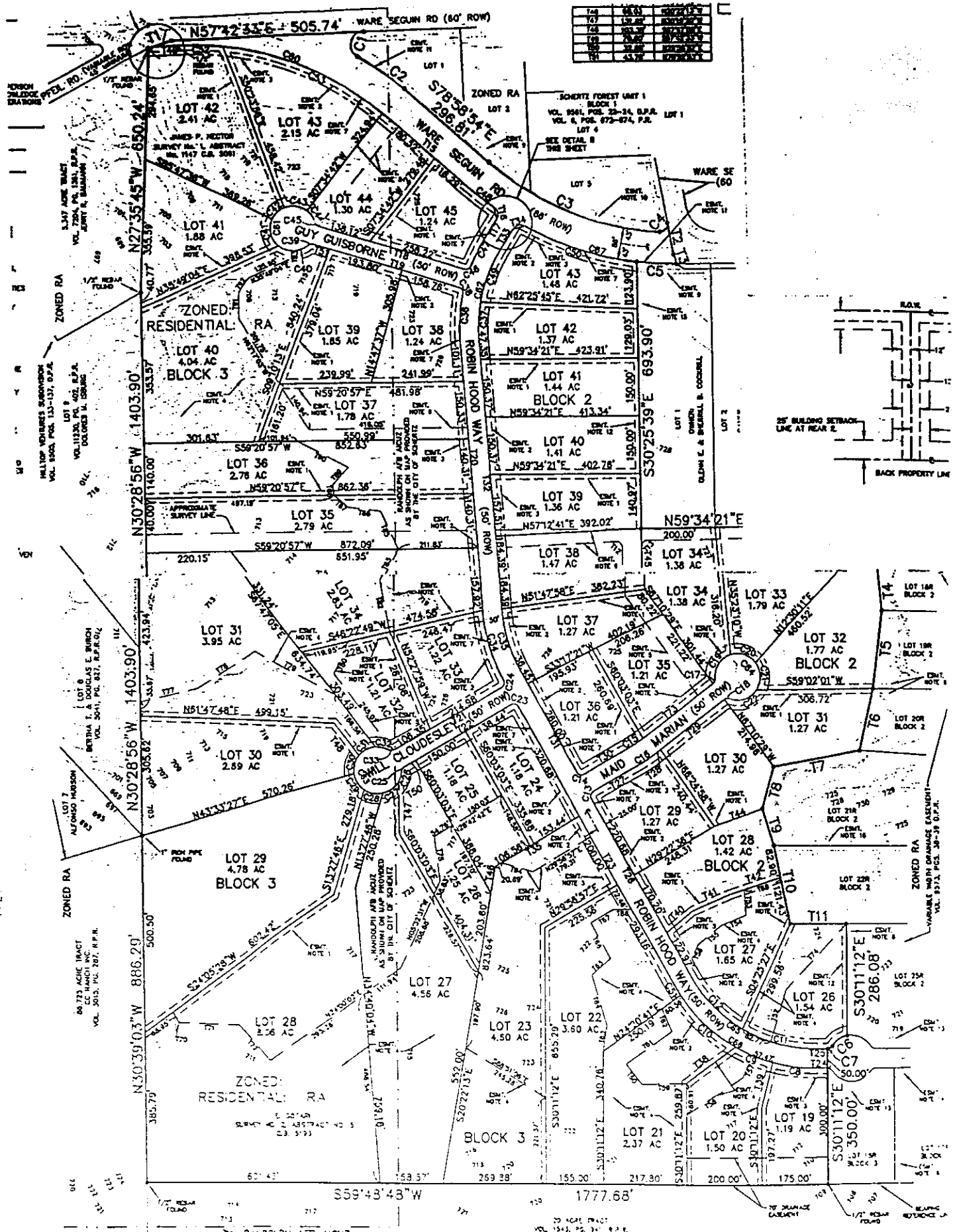


EXHIBIT **B**