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AFTER RECORDING RETURN TO:

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**CIBOLO CANYONS RESORT
DEVELOPMENT AREA DECLARATION**
[1.425 ACRE TRACT]

Bexar County, Texas



Declarant: FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

Cross reference Cibolo Canyons Resort Master Covenant, recorded in Volume 11653, Page 922-996 and Document No. 20050216763 in the Official Public Records of Bexar County, Texas, as amended, and that certain Notice of Applicability of Cibolo Canyons Resort Master Covenant 1.425 Acre Tract, recorded in Document No. 2011040883L in the Official Public Records of Bexar County. The terms and provisions of the aforementioned documents also apply to the Development Area encumbered by this Development Area Declaration.

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**CIBOLO CANYONS RESORT
DEVELOPMENT AREA DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
[1.425 ACRE TRACT]**

This Cibolo Canyons Resort Development Area Declaration of Covenants, Conditions and Restrictions [1.425 Acre Tract](the "Declaration") is made by **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation and the successor in interest to Lumbermen's Investment Corporation, a Delaware corporation ("Declarant"), and is as follows:

RECITALS

A. Declarant is the owner of that certain 1.425 acre tract of land, more or less, located in Bexar County, Texas which land is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Development Area").

B. Pursuant to that certain Notice of Applicability of Cibolo Canyons Resort Master Covenant [1.425 Acre Tract], recorded in Document No. ~~2011061836~~ in the Official Public Records of Bexar County, Texas (the "Notice of Applicability"), the Development Area is subject to the terms and provisions of that certain Cibolo Canyons Resort Master Covenant, recorded in Volume 11653, Page 922-996 and Document No. 20050216763 in the Official Public Records of Bexar County, Texas, as amended (the "Master Covenant").

C. The Master Covenant permits Declarant to file Development Area Declarations applicable to specific Development Areas, as those terms are used and defined in the Master Covenant, which shall be in addition to the covenants, conditions, and restrictions of the Master Covenant.

A Development Area is a portion of the Cibolo Canyons Resort which has actually been made subject to the terms and provisions of the Master Covenant and a Development Area Declaration. A Development Area may correspond to one or all of the lots reflected on a recorded plat. A Development Area Declaration includes specific restrictions which apply to the Development Area. In order to determine what restrictions apply to your lot, you must consult the terms and provisions of the Master Covenant, the terms and provisions of any notice of applicability covering your lot, the Development Area Declaration which includes the Development Area where your lot is located, and the Design Guidelines.

D. Declarant intends for this Development Area Declaration to serve as one of the Development Area Declarations permitted under the Master Covenant and desires that the Development Area described and identified in Recital A hereinabove shall constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

E. Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Development Area to the covenants, conditions, and restrictions set forth in this Declaration for the benefit of the Development Area, and each owner thereof, which shall be in addition to the covenants, conditions, and restrictions set forth in the Master Covenant.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with the Development Area and shall be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Declaration shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant. Unless otherwise provided in the Development Area Declaration, in the event of a conflict between the terms and provisions of this Development Area Declaration and the Master Covenant, the terms of the Master Covenant will control.

ARTICLE 1 **DEFINITIONS**

Terms used but not defined in this Declaration shall be the meaning ascribed to such terms in the Master Covenant.

ARTICLE 2 **GENERAL RESTRICTIONS**

All of the Development Area shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and the Master Restrictions:

2.01 **Prior Declaration and Restrictions.** The Development Area is subject to the terms and provisions of that certain Declaration of Restrictive Covenants, recorded as Document No. 20030003899 in the Official Public Records of Bexar County, Texas, as amended by that certain First Amendment to the Declaration of Restrictive Covenants, recorded as Document No. 20050038757 in the Official Public Records of Bexar County, Texas (collectively, the "**Prior Declaration**"). The Prior Declaration includes specific requirements pertaining to the use and development of Lots, including but not limited to: (i) limitations on impervious cover; (ii) the application of specific codes and ordinances to the Development Area; (iii) restrictions on the introduction or operation of certain features, e.g., underground storage tanks and private sewage facilities; and (iv) specific requirements for landscaping and the use of fertilizers, pesticides and herbicides. **EACH OWNER IS ADVISED TO REVIEW THE PRIOR**

DECLARATION PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENT WITHIN THE DEVELOPMENT AREA TO INSURE THEIR STRICT COMPLIANCE WITH THE TERMS AND PROVISIONS THEREOF. This Development Area Declaration is not intended to modify the terms and provisions of the Prior Declaration and to the extent of any conflict between this Development Area Declaration and the Prior Declaration, the terms and provisions of the Prior Declaration will control.

In addition, the Development Area is subject to certain covenants set forth in that certain Special Warranty Deed (the "**Deed**") by and between Declarant, as Grantor, and Primrose School Franchising Company, as Grantee, recorded, or to be recorded, in the Official Public Records of Bexar County, Texas. The Deed includes additional restrictions affecting the Development Area which restrictions are enforceable by Grantor. The Deed also provides that Grantor may assign its rights to enforce such restrictions to the Association. **EACH OWNER IS ADVISED TO REVIEW THE DEED INSURE THEIR STRICT COMPLIANCE WITH THE TERMS AND PROVISIONS THEREOF.** This Development Area Declaration is not intended to modify the terms and provisions of the Deed and to the extent of any conflict between this Development Area Declaration and the Deed, the terms and provisions of the Deed will control.

2.02 **Subdividing.** No portion of the Development Area shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Cibolo Canyons Reviewer.

2.03 **Hazardous Activities.** No activities may be conducted on or within the Development Area and no Improvements may be constructed on any portion of the Development Area which, in the opinion of the Cibolo Canyons Reviewer, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Development Area. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.04 **Mining and Drilling.** No portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Cibolo Canyons Reviewer which are required to provide water to all or any portion of the Property or the Development. All water wells must also be approved in advance by all applicable regulatory authorities.

2.05 **Animals.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic

household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Development Area *provided, however*, that seeing-eye dogs and other pets typically used for the assistance of disabled individuals may accompany such individuals in the Development Area.

2.06 **Rubbish and Debris.** No rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.07 **Maintenance.** The Owners of all or any portion of the Development Area will jointly and severally have the duty and responsibility, at their sole cost and expense, to keep all Improvements located on the Development Area in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Cibolo Canyons Reviewer, in its sole discretion, shall determine whether a violation of the maintenance obligations of an Owner as set forth in this *Section 2.07* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Cibolo Canyons Reviewer, in its sole discretion: (i) prompt removal of all litter, trash, refuse, and wastes; and (ii) maintenance of all landscaping and Improvements in good condition and repair.

2.08 **Antennae.** Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, shall be erected, maintained or placed on any portion of the Development Area without the prior written approval of the Cibolo Canyons Reviewer; provided, however, that: (i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or (ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or (iii) an antenna that is designed to receive television broadcast signals (collectively, (i) through (iii) are referred to herein as the "**Permitted Antennae**"), will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Cibolo Canyons Reviewer, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property.

2.09 **Location of Permitted Antennae.** A Permitted Antenna shall be installed in a location on the Development Area from which an acceptable quality signal can be obtained **and** where least visible from adjoining property or from public or private thoroughfares. The Cibolo

Canyons Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennae.

2.10 **Signs.** No sign of any kind shall be displayed to the public view on any portion of the Development Area without the prior written approval of the Cibolo Canyons Reviewer, except for: (i) signs which are permitted pursuant to the Design Guidelines or rules adopted by the Cibolo Canyons Reviewer; (ii) signs which are part of Declarant's overall marketing or construction plans or activities for the Development; (iii) permits as may be required by legal proceedings; and (iv) signs and permits as may be required by any governmental entity.

2.11 **Tanks.** No underground or above-ground storage tanks are permitted within the Development Area unless otherwise approved by the Cibolo Canyons Reviewer, and if required, the San Antonio Water System.

2.12 **Temporary Structures.** No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Development Area without the prior written approval of the Cibolo Canyons Reviewer; 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, approval to include the nature, size, duration, and location of such structure. No shed, outbuilding, or other storage building may be erected on any portion of the Development Area without the advance written approval of the Cibolo Canyons Reviewer, which approval may include requirements regarding placement, design, screening, and construction materials.

2.13 **Unightly Articles; Vehicles.** No article deemed to be unsightly by the Cibolo Canyons Reviewer shall be permitted to remain on any portion of the Development Area so as to be visible from adjoining property or from public or private thoroughfares. The Board may prohibit any vehicle from which the Board deems to be a nuisance, unsightly, or inappropriate. The Board may prohibit sales, storage, repairs, or restorations of vehicles on the Development Area. Vehicles that transport inflammatory or explosive cargo are prohibited from the Development Area at all times. No vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any portion of the Development Area or to be parked on any road or driveway within the Development.

2.14 **Mobile Homes, Manufactured Homes, Travel Trailers and Recreational Vehicles.** No mobile home (with or without wheels, temporarily or permanently affixed), manufactured home, travel trailer, or recreational vehicle may be parked or placed on the Development Area or used as a residence, either temporary or permanent, at any time. In the event of any dispute regarding the effect or application of this *Section 2.14*, the interpretation of the Cibolo Canyons Reviewer will be final.

2.15 **Construction of Improvements.** No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any of the Development Area without the prior written approval of the Cibolo Canyons Reviewer. Any alteration, remodeling, or construction that in any way alters or modifies the exterior appearance of any Improvements, or the removal of any Improvements within the Development Area, shall be performed only with the prior written approval of the Cibolo Canyons Reviewer.

2.16 **Repair of Buildings.** All Improvements will at all times be kept in good condition and repair and adequately maintained by the Owner thereof. The opinion of the Cibolo Canyons Reviewer as to condition and repair shall be final.

2.17 **Exterior Illumination.** All exterior illumination shall be subject to approval of the Cibolo Canyons Reviewer, and shall be designed and located to avoid the spreading of light onto adjacent property or into the night sky.

2.18 **Compliance with Master Restrictions.** Each Owner, occupants within any Improvement located within the Development Area, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Master Restrictions as the same may be amended from time to time; provided, however, that any amendment to the Master Restrictions which materially affects the rights, duties and/or obligations of the Owner of the Development Area must be executed by such Owner. Failure to comply with any of the Master Restrictions shall constitute a violation of the Master Restrictions may result in a fine against the Owner in accordance with *Section 5.13* of the Master Covenant, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant, the Manager, the Board on behalf of the Association, the Cibolo Canyons Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Master Restrictions, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Development Area. Any such amounts assessed and chargeable against the Development Area shall be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Development Area. Each such Owner shall indemnify and hold harmless the Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.18* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct.

"Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

2.19 **Liability of Owner for Damage to Master Community Facilities and Special Common Area.** No Owner, or such Owner's tenants or their guests or invitees, shall in any way alter, modify, add to or otherwise perform any work upon the Master Community Facilities or Special Common Area without the prior written approval of the Board. Each Owner shall be liable to the Association for any and all damages to: (i) the Master Community Facilities, Special Common Area and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or by the Owner's guests, employees or licensees. The full cost of all repairs of such damage shall be an assessment against the Owner, secured by a lien against the Development Area and collectable in the same manner as provided for in *Section 5.13* of the Master Covenant.

2.20 **No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring any portion of the Development Area in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring any portion of the Development Area, agrees to hold Declarant harmless therefrom.

2.21 **Release and Indemnity.** EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY PROPERTY MAINTAINED BY THE ASSOCIATION. EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF AN OWNER, OR SUCH OWNER'S GUESTS, TENANTS, LICENSEES, EMPLOYEES, SUBCONTRACTORS, USE OF ANY PROPERTY MAINTAINED BY THE ASSOCIATION (EXCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S OR DECLARANT'S NEGLIGENCE IN CONNECTION THEREWITH).

2.22 **Use of Special Common Area.** Neither the Owner, nor the Owner's guests, employees or licensees will have access to certain facilities designated as "Special Common Area" pursuant to the terms and provisions of the Master Covenant unless the Owner and the Owner's guests, employees or licensees are designated as beneficiaries of such Special Common Area in a notice filed pursuant to *Section 10.05* of the Master Covenant or in a written instrument recorded by Declarant in the Official Public Records of Bexar County, Texas. It is

anticipated that Declarant will designate, for example, swimming pools, tennis courts, community buildings, and other similar improvements located in the Development, as Special Common Area and the Owner, and the Owner's guests, employees and licensees **WILL NOT** be designated as beneficiaries of such Special Common Area. Use of Special Common Areas by individuals or Owners or the Owner's guests, employees or licensees who have not been designated as beneficiaries thereof is **EXPRESSLY PROHIBITED** and any use will constitute a violation of the terms and provisions of the Master Restrictions.

2.23 **Use of Master Community Facilities.** Notwithstanding anything to the contrary in the Master Covenant, and unless approved in advance by the Board, each Owner, and such Owner's guests, employees and licensees **WILL NOT** have access to Master Community Facilities used for recreational purposes, including but not limited to the community clubhouse, pool and other related recreational facilities. Use of such Master Community Facilities by each Owner, or the Owner's guests, employees and licensees is **EXPRESSLY PROHIBITED** and any use will constitute a violation of the terms and provisions of the Master Restrictions. The prohibition set forth herein will be considered a rule and regulation adopted by the Board in accordance with *Section 3.03(c)* of the Master Covenant.

ARTICLE 3 **USE AND CONSTRUCTION RESTRICTIONS**

3.01 **Design Guidelines.** Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Development Area shall strictly comply with the requirements of the Design Guidelines, unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Cibolo Canyons Reviewer as authorized by the Master Covenant and the Design Guidelines.

3.02 **Approval for Construction.** No Improvements shall be constructed upon any portion of the Development Area without the prior written approval of the Cibolo Canyons Reviewer.

3.03 **Permitted Use.** Unless specifically approved by the Grantor in accordance with the Deed, the Development Area shall be used solely for a school for traditional educational purposes from kindergarten through high school, daycare, professional service offices (including medical, dental and legal), fitness center, community center, banking services, financial services, postal services, dry cleaning services, library, coffee shop, dine-in restaurant and church and for no other purpose or use whatsoever and specifically prohibiting sexual-oriented businesses, alcohol-related retail businesses, golf pro shop or thrift store.

3.04 **Fences.** No fence shall be constructed on the Development Area without the prior written consent of the Cibolo Canyons Reviewer.

3.05 **Building Materials.** All building materials must be approved in advance by the Cibolo Canyons Reviewer, and only new building materials (except for used brick) shall be used for constructing any Improvements. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways must, unless otherwise approved by the Cibolo Canyons Reviewer, match the color of the surface from which they project. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements.

3.06 **Alteration or Removal of Improvements.** Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement or the removal of any Improvement, shall be performed only with the prior written approval of the Cibolo Canyons Reviewer.

3.07 **Construction Activities.** This Declaration will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon or within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction in the Development Area does not conform to usual practices in the area as determined by the Cibolo Canyons Reviewer in its sole and reasonable judgment, the Cibolo Canyons Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction in the Development Area there is excessive accumulation of debris of any kind which would render the Development Area or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development, then the Cibolo Canyons Reviewer may contract for or cause such debris to be removed, and the Owner will be liable for all reasonable expenses incurred in connection therewith.

3.08 **Impervious Cover.** The Development Area is hereby allocated, and shall not exceed, 34,403 square feet of impervious cover. "Impervious Cover" for the purpose of the Master Restrictions means the definition set forth in the Prior Declaration. The Prior Declaration defines impervious cover as roads, parking areas, buildings, pools, patios, sheds, driveways, private sidewalks and other impermeable construction covering any Lot; provided, however, that for the purpose of calculating the amount of impervious cover incorporated into any Lot, the impervious cover attributable to any sidewalk or driveway apron serving the Lot and located within the street right-of-way is excluded. The Cibolo Canyons Reviewer or Declarant (during the Development Period) may increase the impervious cover allocated to the Development Area. However, each Owner is advised that exceeding the impervious cover allocated to the Development Area WITHOUT the advance written approval of the Cibolo

Canyons Reviewer or Declarant, may require the removal of the excess impervious cover at the Owner's sole cost and expense. In addition, exceeding the impervious cover allocated to the Development Area WITHOUT the advance written approval of the Cibolo Canyons Reviewer or Declarant will constitute a violation of the terms and provisions of the Prior Declaration and the Master Restrictions which, in addition to any other remedy for violation of the Prior Declaration or Master Restrictions, may result in the requirement that impervious cover be removed from the Development Area (which would include demolition of an existing Improvement of any portion thereof) and may result in a fine levied against the Owner of all or any portion of the Development Area.

WARNING

THE AMOUNT OF IMPERVIOUS COVER WHICH MAY BE INCORPORATED INTO THE DEVELOPMENT AREA IS LIMITED. IF YOU EXCEED THE ALLOCATION, YOU WILL HAVE VIOLATED THE TERMS AND PROVISIONS OF THE MASTER RESTRICTIONS AND THE PRIOR DECLARATION. EXCEEDING THE IMPERVIOUS COVER ALLOCATED TO THE DEVELOPMENT AREA MAY EXPOSE YOU TO CIVIL LIABILITY.

ARTICLE 4

INSURANCE AND CONDEMNATION

4.01 **Insurance.** The Owner of the Development Area shall be solely responsible for maintaining such policies of liability and property damage insurance covering on the Improvements located upon the Development Area as such Owner, in its reasonable discretion, may deem necessary. The Association shall not maintain insurance on the Improvements constructed upon the Development Area. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board in its discretion may deem necessary. Insurance premiums for such policies shall be a common expense to be included in the assessments levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right and obligation of Owner to obtain additional individual insurance.

4.02 **Restoration.** In the event of any fire or other casualty, the Owner shall promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof, subject to the exercise by a Mortgagee of any applicable rights granted to it in a Mortgage or any related agreements between the Owner and such Mortgagee. Such repair, restoration or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one-hundred twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting

from any damage within one-hundred twenty (120) days after the occurrence of such damage, the Association may clean up any debris resulting from any damage and such Owner shall be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed from commencing such repair, restoration, replacement or clean-up by law, regulation or administrative or public body or tribunal, or pursuant to the exercise by a Mortgagee of any applicable rights granted to it in a Mortgage or any related agreements between the Owner and such Mortgagee, the rights of the Association under this sentence shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Development Area. Any such amounts assessed and chargeable against the Development Area shall be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Development Area. **EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 4.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S NEGLIGENCE.**

4.03 **Mechanic's and Materialmen's Lien.** The Association is hereby granted an express mechanic's and materialmen's lien for the reasonable cost incurred to clean up any debris resulting from any damage to the Development Area. Upon request by the Board and before the commencement of any clean-up activities under this *Article 4*, the Owner shall execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5 GENERAL PROVISIONS

5.01 **Duration.** This Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Bexar County, Texas, and continuing through and including January 1, 2051, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by: (i) the Owner of the Development Area and (ii) in a resolution adopted by members of the Association, entitled to cast at least seventy percent (70%) of the total number of votes of the

Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that such change shall be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Bexar County, Texas. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision shall expire (twenty one) 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

5.02 **Amendment.** This Declaration may be amended or terminated by the recording in the Official Public Records of Bexar County, Texas, of an instrument setting forth the amendment executed and acknowledged by (i) during the Development Period, Declarant and the Owner of the Development Area; or (ii) after expiration or termination of the Development Period, the Owner of the Development Area and a majority of the outstanding votes in the Association cast in person, by proxy, or absentee ballot.

5.03 **Notices.** Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Secretary of the Association for the purpose of service of notices, or to the Owner's address currently maintained by the Bexar County Appraisal District if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

5.04 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Declaration shall not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Declaration shall be construed and governed under the laws of the State of Texas.

5.05 **Gender.** Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

5.06 **Assignment of Declarant's Rights.** Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

5.07 **Enforcement and Non-Waiver.**

- (a) Except as otherwise provided herein, any Owner, at such Owner's own expense, Declarant, and/or the Association shall have the right to enforce all of the provisions of this Declaration. The Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof.
- (b) Every act or omission whereby any provision of the Master Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at such Owner's own expense), Declarant, or the Association.
- (c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.
- (d) The failure to enforce any provision of the Master Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Master Restrictions.

5.08 **Construction.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 17th day of June, 2011.

DECLARANT:

FORESTAR (USA) REAL ESTATE GROUP INC., a
Delaware corporation

By: *John Pierret*

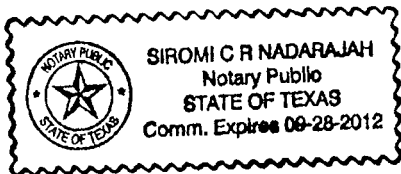
Printed Name: John Pierret

Title: Executive Vice President

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 17th day of June, 2011, by John Pierret, Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of such corporation.

[seal]



Siromi C. R. Nadarajah
Notary Public, State of Texas

EXHIBIT "A"

Property Description

Lot 92, Block 25, County Block 4900, Cibolo Canyons Commercial U-1, situated in Bexar County, Texas, according to the plat thereof recorded in Volume 9625, Page 207, Deed and Plat Records of Bexar County, Texas

FIELD NOTES

FOR

A 1.425 acre, or 62,053 square feet more or less, tract of land, being all of Lot 92, Block 25 of the Cibolo Canyons Commercial Unit 1 Subdivision recorded in Volume 9625, Page 207 of the Deed and Plat Records of Bexar County, Texas, out of that 194.2434 acre tract conveyed to Lumbermens Investment Corporation (now succeeded in interest by Forestar (USA) Real Estate Group, Inc.) in Special Warranty Deed recorded in Volume 5792, Pages 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas, out of the W. M. Brisbin Survey No. 89½, Abstract 54, County Block 4900 of Bexar County, Texas, and more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a set ½" iron rod with yellow cap marked "Pape-Dawson" at the northwest corner of the herein described tract, on the south right-of-way of TPC Parkway (formerly Cibolo Canyon), a variable width right-of-way dedicated in said Cibolo Canyon Unit 2A, being 0.46 feet west of the northeast corner of a 16-foot water easement dedicated in said Cibolo Canyon Unit 2A, and being approximately 520-feet east of the intersection of said TPC Parkway and Bulverde Road;

THENCE: Along the south right-of-way line of TPC Parkway, with a curve to the right, said curve having a radial bearing of S 14°23'40" E, a radius of 668.00 feet, a central angle of 30°16'17", a chord bearing and distance of S 89°15'31" E, a distance of 348.84 feet, for an arc length of 352.93 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", a point on said curve, for the northeast corner of the herein described tract;

THENCE: S 29°40'54" W, departing said right-of-way, a distance of 269.83 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson"

THENCE: N 81°38'58" W, a distance of 150.69 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson"

THENCE: N 16°56'11" W, a distance of 226.90 feet to the POINT OF BEGINNING, and containing 1.425 acres in Bexar County, Texas, Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: PAPE-DAWSON ENGINEERS INC.

DATE: April 25, 2011.

REVISED: June 15, 2011.

JOB No.: 3538-64

FILE:n:\civil\3538-64\word\3538-64-FN.doc

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JUN 23 2011



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER ETC.

Page 1 of 1.

Doc# 20110108837 Fees: \$88.00
06/23/2011 3:52PM # Pages 19
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK