

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PECAN SPRINGS RANCH UNITS 1 AND 2**

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**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS**

PECAN SPRINGS RANCH UNITS 1 AND 2

WHEREAS, Crighton Development Co, a Texas corporation ("Declarant"), is the owner of: (i) 15.035 acres of land, more or less, located in Bexar County, Texas, which has been subdivided and platted of record as the PECAN SPRINGS RANCH Unit 1, as shown on the Plat recorded in Volume 9713, Page 155; and (ii) 89.890 acres of land, more or less, located in Bexar County, Texas, which has been subdivided and platted of record as the PECAN SPRINGS RANCH Unit 2, as shown on the Plat recorded in Volume 9725, Pages 7-11 (collectively, the "Subdivision").

WHEREAS, it is the desire and intention of Declarant to restrict the property within the Subdivision to this Declaration of Covenants, Conditions, Easements and Restrictions ("Declaration"), and to establish the right to impose the same or other restrictions on additional parcels of adjacent land which Declarant, in its sole discretion may elect to include in the Subdivision; and,

WHEREAS, it is the desire and intention of Declarant that all of the land within the Subdivision be restricted according to a common plan as to allowed uses and permissible construction, so that all of the Subdivision shall be benefited by the restrictions by the preservation of the value, character and desirability of the land within the Subdivision.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and expressly for the benefit of and to bind the Declarant, its successors and assigns, and in order to create and carry out a general and uniform plan for the development, improvement and use of Lots within the Subdivision, Declarant hereby declares that the land described in and subject to the above referenced plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions.

1. **Definitions.** The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit or the text otherwise expressly provides) shall have the following meanings.

(a) "Committee" and "Architectural Control Committee" or "ACC" shall mean and refer to the committee created by Declarant herein, subject to the provisions herein.

(b) "Declarant" shall mean and refer to Crighton Development Co., a Texas corporation, its successors or assigns who are designated as such in writing by Declarant with respect to the Lots acquired by such successor or assign.

(c) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions

and Restrictions for Pecan Springs RANCH Unit 1 and 2, and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

(d) "Living Unit" or "Residence" shall mean and refer to a single family residence and its attached or detached garage and accessory buildings situated on a Lot.

(e) "Lot" shall mean and refer to any of the plots of land shown on a plat of Pecan Springs Ranch Units 1 and 2, which is not designated or identified on the Plat as a road or for any use other than for a single family residence.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Properties, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.

(g) "Properties" and "Subdivision" shall mean and refer to the properties known as Pecan Springs Ranch Units 1 and 2, and such additional land as are subjected to this Declaration or any amended or supplemental declaration.

(h) "Single Family" shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated house mates equal to the number of bedrooms in a living unit.

(i) "Subdivision Plat" shall mean and refer to the map or plat of Pecan Springs Ranch Unit 1, Bexar County, Texas, filed for record in Volume 9713, Page 155, of the Official Records of Bexar County, Texas, Pecan Springs Ranch Unit 2, Bexar County, Texas filed for record in Volume 9725, Pages 7-11, of the Official Public Records of Bexar County, Texas, and any amendment thereof and any plat for additional tracts identified as units or a part of the Subdivision, upon filing of same for record in the Official Records of Bexar County, Texas.

2. Scope of Restrictions and Use Restrictions.

(a) Scope of Restrictions. The covenants, conditions, restrictions and easements herein set forth shall constitute COVENANTS RUNNING WITH THE LAND and shall be binding upon Declarant, its successors and assigns, and upon all persons or entities acquiring an individual Lot or Lots or all or any portion of the Subdivision unit, whether by purchase, descent, devise, gift or otherwise. Each such person or entity, by the acceptance of title to any part of the Subdivision, shall thereby agree and covenant to abide by the covenants, conditions, easements and restrictions set forth herein and to perform the covenants hereby imposed on owners of the Lots within the designated portions of the Subdivision.

(b) Annexation. From time to time Declarant may include additional land within the Subdivision by annexation. The annexation shall be evidenced simply by identifying the land to be annexed as "Pecan Springs Ranch Unit ____" (with the appropriate Unit

number or letter being inserted) on a subdivision plat recorded in the Official Records of Bexar County, Texas, with the statement on the plat that the land subject to the plat is annexed into and a part of the Subdivision. Declarant shall have the right, without the joinder of any other party, to impose the same restrictions or other signed, acknowledged and recorded in the Official Records of Bexar County, Texas, and such modified restrictions shall apply only to the designated land described in the document creating such restrictions. Only the owners of Lots in Unit 1, Unit 2, or other parcels of land made subject to these restrictions or which have been specifically annexed into the Subdivision by the Declarant and therefore subject to the general plan of development (even though specific restrictions on various units may vary), shall have the right to enforce the restrictions or assert rights under these restrictions.

(c) Residential Use. All Lots within the Subdivision are hereby restricted exclusively to single-family residential use. No structures shall be erected, placed or maintained on any Lot other than a conventionally constructed single-family private residence with such accessory structures and buildings as a barn, garage, cabana, guest house and/or servant's quarters; provided, however, no such accessory structures and buildings may be used or occupied until the residence on the Lot has been completed. All such accessory buildings are to be built simultaneously with or subsequent to construction of the residence structure. The term "conventionally constructed single-family private residence" shall expressly exclude mobile homes, house trailers, modular homes and move-on homes. During construction of a building, a contractor, with the approval of the ACC, may maintain a construction office trailer or building on a Lot.

(d) Nuisances. No noxious, offensive, undesirable, unlawful or immoral activity shall be conducted on any Lot, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the Owners of adjacent Lots or to the Subdivision as a whole. Any determination by the ACC that an activity is noxious, offensive, undesirable or immoral shall be final and binding on all parties, and the Owner causing such nuisance shall immediately cease and desist in such activity.

(e) Garbage and Trash Disposal. No trash, garbage, construction debris, rubbish, abandoned junk cars or other refuse may be dumped, disposed or maintained on any Lot, vacant or otherwise. All rubbish, trash, garbage and other waste shall be kept in sanitary refuse containers with tightly fitted lids. No brush, trash, garbage, construction debris, rubbish, or other refuse shall be burned on any Lot during construction of improvements, or at any other times. Garbage and trash disposal must be provided by a private company contracting with the Lot owner. The private company providing garbage and trash disposal for a Lot owner must provide curb service and be properly licensed to provide such services. **Declarant is not providing garbage or trash disposal services.**

(f) Oil, Gas and Mineral Development. No oil or gas drilling, exploration or development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for

use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any Lot.

(g) Storage of Building Materials. No building materials of any kind shall be placed or stored upon any Lot except during construction; and then such materials shall be placed within the property lines of the Lot on which the improvements are to be erected. All such building materials must be removed within forty-five (45) days of completion of the structure.

(h) Animals. No animals, livestock, swine, or other exotic or dangerous pets of any type shall be raised, bred or kept on any Lot other than: (a) household cats, dogs and other generally recognized household pets (excluding any dangerous animals); (b) not more than three (3) horses per four (4) acres owned; and (c) an animal raised as part of a project for school, FFA, 4-H or a similar organization which animal has the prior written approval of the ACC to be kept on the Lot. Not more than four (4) household pets (domesticated cats, dogs, etc.) may be kept on any Lot. Only one (1) adult animal (meaning an animal one year or older) may be kept on any Lot for a school or similar project. All animals shall be restricted to the Lot(s) of their owners by fences or other enclosures or restraints and not allowed to run at large. All horses and/or FFA or 4H project animals, must be kept behind the rear elevation of the primary residence, by a cross fence or fencing. All animals shall be kept in strict accordance with all applicable laws and ordinances (including leash laws). In any event, every animal must be kept within the confines of the Lot of its Owner and no animal shall be allowed to run at large within the Subdivision. Notwithstanding any other provision hereof, no animal may be kept on a Lot which may pose any danger to the safety of, or health threat to, the community or which is offensive to the reasonable sensibilities of other Lot Owners by virtue of appearance, odor or noise. No animals may be kept on any Lot for any commercial purposes, including but not limited to animal boarding, breeding, training and/or veterinary services. Each Owner agrees that it shall be financially responsible for all harm or damage done to others, or to the property of others by an animal maintained on such Owner's Lot.

(i) Chickens and Poultry. Twelve (12) chickens and/or other poultry may be kept on the property only if they are contained on the property and kept behind the rear elevation of the primary residence by fencing. Notwithstanding the foregoing, no roosters may be kept within the Subdivision and/or on the Properties at any time.

(j) Bees. Bees may be kept on an Owner's Lot if the Owner of the Lot is trying to qualify for and/or maintain an agricultural use productivity valuation for the Lot in accordance with Section 23.51(2) of the Texas Property Tax Code, or any successor statute thereto, and further provided the beekeeping is used for pollination or the production of human food for the Owner's personal use, i.e. no commercial sales to third parties. In addition, the maximum number of hives that may be located on a Lot may not exceed the minimum degree of intensity standards set forth in Section 23.51(2) of the Texas Property Tax Code, or any successor statute thereto, i.e. no more than 6 hives on 5 acres; 7 hives on 7.5 acres; 8 hives on 10 acres; 9 hives on 12.5 acres; 10

hives on 15 acres; 11 hives on 17.5 acres; and 12 hives on 20 acres. It is the Owner's obligation to ensure that the Owner is in compliance with all laws regarding beekeeping on the Lot.

(k) Signs. No signs or advertisements may be displayed on any Lot except to advertise the sale of such Lot. No more than one (1) sign advertising a Lot for sale shall be displayed on any one Lot and such sign shall be no larger than six (6') square feet. Notwithstanding the foregoing, Declarant shall have the right to construct and maintain signs in the Subdivision advertising the Subdivision and the sale of Lots in the Subdivision. In addition, one (1) builder sign no larger than six (6') square feet shall be permitted during the construction of the residence on a Lot, but must be removed when the residence is occupied.

(l) Hunting and Firearms. No hunting, including, but not limited to, bow hunting, shall take place within the Subdivision. No firearms may be discharged in the Subdivision at any time.

(m) Prohibited Activities. No professions, business, or commercial activity to which the general public is invited shall be conducted on any Lot other than the sale of Lots by Declarant or the Owner of a Lot reselling the Lot and improvements thereon. In addition, no professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Properties or any Lot in the Subdivision; provided, however, that an Owner or occupant of a residence may conduct business activities within a residence so long as; (i) the business activity is conducted without the employment of persons other than the residents of the homes constructed on the Lot; (ii) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business on any Lot; (iii) the business activity conforms to all zoning requirements for the Subdivision; (iv) the business activity does not involve door-to-door solicitation of residents within the Subdivision; (v) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subdivision which is noticeably greater than that which is typical of residences in which no business activity is be conducted; (vi) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in the subsection, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required. Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by an Owner engaged in the business of constructing homes

for resale who acquires the Properties or a Lot for the purpose of constructing residences thereon for resale to a third party. This restriction shall not prohibit the inclusion of permanent living quarters for domestic servants or prevent domestic servants from being domiciled with an Owner or resident.

(n) Maintenance of Lots. Each Owner of a Lot shall maintain its Lot(s) in a sanitary, healthful, and attractive manner. No objectionable or unsightly usage of Lots, or condition on any Lot will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing without cure for a period of ten (10) days from the date of written notice thereof deposited in the United States mail. Declarant may, without liability to Owner or any occupants in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such lawn, weeds and grass and remove or cause to be removed, such dead vegetation, garbage, trash and rubbish, or do any other thing necessary to secure compliance with the terms of this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition. Declarant may charge the Owner and/or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner shall pay such charges on demand and payment of said charges shall be secured by a lien upon such Lot. Each Owner shall provide and maintain safe and adequate drainage within and across its Lot and no Owner shall construct or maintain any building, fence, walk, landscaping, or any condition which causes drainage to divert unnaturally onto an adjoining Lot.

3. Construction Requirements.

(a) Size. No single-family, one-story residence erected on a Lot shall have less than two thousand eight hundred (2,800) square feet of living area, exclusive of open or screened porches, terraces, patios, garages and other accessory structures and building or areas of a similar nature that are typically not air conditioned. Two (2) story residences shall have not less than three thousand two hundred (3,200) square feet, with not less than two thousand two hundred (2,200) square feet of living area on the first and/or ground floor. No building or structure erected, altered or placed on, within or in the Properties shall exceed forty feet (40') in average height (measured from the top of the foundation to the topmost part of the roof) nor be more than two and one-half (2-1/2) stories in height, without the prior written consent of the ACC; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of building and structures shall be complied with at all times.

All residences shall have a minimum of two (2) building masses; provided, however, residences of five thousand (5,000) square feet or more of living area may be required to have a minimum of three (3) building masses. No building wall of a main residence shall extend more than thirty-two feet (32') horizontally without a horizontal

offset of at least twenty-four inches (24"). In addition, offsets shall reflect a change in structure and may also reflect a change in building materials.

The builder of each residence and building shall, to the extent possible, minimize the amount of exposed foundation, and in any event, no more than eighteen inches (18") of foundation along all sides of the residence shall be exposed. All exposed slab areas shall be parged or concealed by masonry or masonry veneer approved by the ACC. All stucco exteriors shall be fully extended to the ground leaving no exposed slab.

All finished floor elevations must be a minimum of eighteen inches (18") above adjacent grade as set forth on the Subdivision Plat.

(b) Placement of Structures on Lots and Yards Setbacks. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback lines hereby established and those shown on the Subdivision Plat, if any. In no event shall any building or other structure be constructed, placed or maintained nearer to the Lot property lines than the setback distances shown on the Setback Tables for Unit 1 and 2 attached hereto as Exhibit "A". These setback lines may be adjusted by the ACC on a unit by unit basis, if in its sole discretion, the prescribed distances are not feasible and the setback lines may be reduced without adversely affecting the neighbors or the integrity of the Subdivision. Likewise, the setback lines may be increased by the ACC for the protection of environmental features or because of geographical or topographical features. Lot setback tables will be provided by the ACC if the ACC makes any changes to the setback lines established herein. There shall be no projections nor encroachments into any utility or drainage easement established herein or on the Subdivision Plat. Eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. In no event may any structure be constructed or maintained upon any utility or other easement. If a residence is constructed on a homesite consisting of more than one Lot, the combined area shall be considered as one Lot for purposes of this provision and the setbacks shall apply to the exterior boundary of the combined Lots, and shall not apply to the common interior boundary lines of the combined Lots.

The ACC shall have the right to grant variances to the setbacks established in this **Section 3(b)** to accommodate the topography and trees on a Lot or the architectural design of the proposed improvements.

(c) Masonry. The exterior walls of each main residence building constructed on any Lot shall be at least eighty percent (80%) by area composed of masonry or masonry veneer. Said percentage shall apply to the aggregate area of all exterior walls. In determining compliance with this Section, window and door openings surrounded by masonry material shall be considered nonmasonry. The exterior of all chimneys shall be one hundred percent (100%) masonry, and such masonry shall be of a type and color matching the primary masonry on the exterior walls of the residence. Points and jagged edges which belie the thinness of the stone should be avoided and may not be

permitted. Bold and contrasting colors of stone and/or mortar will not be allowed. The ACC is empowered to waive these restrictions if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. For purposes of this Declaration, masonry or masonry veneer includes stucco, ceramic tile, clay-brick and stone, but shall exclude HardiPlank® and or concrete board and any product, regardless of composition, which is manufactured to have a wood or non-masonry appearance. Absent the express written consent of the ACC, vinyl siding and aluminum siding shall not be allowed. All chimneys to have a chimney bonnet. All masonry and masonry veneer shall conform to the following requirements:

- (1) Colors: Are limited to earth tones.
- (2) Rock: Shall be rectangular or square cut. No irregular patterns are permitted without the prior written approval of the ACC. The ACC may, in its sole discretion, approve random pattern and random rock shape if it complements the architecture of the residence.
- (3) Stucco: May have a smooth to light sand finish. No Monterey, swirl, or patterned stucco is allowed.
- (4) Brick: Traditional size; soft to tumbled. No hard edged bricks and no raked joints. Antiquing, slurring, painting of brick will be considered on a case-by-case basis by ACC.
- (5) Mortar: Shall be compatible with masonry color. No high contrasting colors. Mortar joint shall be flush with masonry or be slightly finger raked. No tooled or deep raked joints.

(d) Roofing. The surface of roofs of principal and secondary structures, including garages and domestic living quarters, shall be slate, stone, concrete, tile, clay tile, or other tile of a ceramic nature; or they may be twenty-four (24) gauge metal, left natural, or painted an earth tone color approved by the ACC, using standing seams; All pitched roofs, not including porches, must have a minimum slope of four (4) in twelve (12). The ACC shall have the authority to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole. Flat roofs are not permitted on principal residences.

(e) Appearance. All structures shall be maintained in a neat and orderly manner and their appearances, both before, during and after construction, shall be subject to the review and approval of the Committee. In the event an owner of a Lot should fail to maintain the premises and structures situated thereon, in a neat and orderly manner, the Declarant shall have the right (and is hereby granted a license for this purpose), but not the obligation, through its agents and/or employees to enter upon the Lot and to repair, maintain and restore the Lot and exterior of the structures and any other improvements erected thereon to a neat and orderly manner, all the expense of the owner of such Lot and a lien is granted to the mechanics and materialmen providing the labor and/or materials for such work.

(f) Exterior Colors and Materials. The exterior colors of all improvements on a Lot, including any repainting of improvements, shall be subject to approval by the ACC. A sample of the masonry, roofing, material, paint colors and any additional exterior materials shall be submitted to the ACC for review prior to its application. Any changes to exterior material or color shall be submitted to the ACC for review. Earth tone colors are encouraged.

(g) Windows and Glass. Windows shall be wood or factory or job-finished painted metal windows, or vinyl clad, fiberglass, or other window types approved by the ACC, and in a color approved by the ACC. The design of windows may be double or single hung, casements or projecting, except that, as necessary, sliding windows may be single pane. No reflective glass is permitted.

(h) Garages. A garage able to accommodate at least two (2) automobiles must be construed and maintained as a garage for each residence. Garages will be allowed as builder's sales offices, but must be converted to use as a garage upon the conveyance or occupancy of home by a resident. The required minimum of a two (2) car garage or maximum of a four (4) car garage must be built and occupied at the same time the principal residence is built. All garages shall be either side or rear entry unless a variance is granted by the ACC permitting front entry. Detached garages will be permitted (in accordance with the above requirements) so long as they do not violate building setbacks, unless the ACC grants a variance expressly permitting a detached garage to be situated within setback areas and/or to face the street. Except that a detached garage or barn may have front facing doors if it is setback twenty-five feet (25') behind the rear elevation of the main residence.

(i) Fences and Gates. Plans for perimeter fencing must be submitted to and approved by the ACC. The location of fences must comply with the other provisions of this Declaration, or as otherwise specifically approved in writing by the ACC prior to construction. New perimeter fencing along Lot lines, if constructed, shall consist only of the following kinds of fencing:

(1) Front Property Line Fencing (Fences located along any road):

(a) Posts. Metal posts shall be placed every fifty feet (50') on center (min. 2 3/8" diameter for in-line posts, corners and H-braces). Metal tee stakes (color to be approved by the ACC) shall be placed every 10 to 12 feet (10' – 12') on center between each post.

(2) Rear and Side Property Line. (Ranch fencing)

(a) Posts. Iron pipe and/or Cedar Posts shall be placed at a maximum of one hundred feet (100') provided there are no corners, or any changes in direction, and must have metal tee stakes or cedar posts placed every

10'-12' on center. In general, H-braces should be placed at all changes in direction and at all ends.

- (3) Wire. Wire shall be standard 47" sheep and goat galvanized wire fencing (12.5 gauge or better). The overall height of the fence shall not exceed 56". The wire fencing shall be tied at a height of 48" in height, or 48" 8 ga. welded wire panels, may be used in lieu of the sheep and goat wire fencing. One single smooth top wire is required. Five strands of smooth wire may take the place of the fencing along the side and rear property lines, to allow for the easier passage of fawns and other small wildlife within the Properties.
- (4) Front Property Line (fences located along any road):
 - (a) Ranch Fencing;
 - (b) Rock; Masonry entry feature must not exceed twenty feet (20') on each side of the driveway centerline and must conform to the rock restrictions;
 - (c) Welded Pipe Fencing may be used for the twenty feet (20') on each side of the drive entry feature if specifically approved by the ACC; and
 - (d) Other fencing that is specifically approved by the ACC.
- (5) Gates: Materials and design must be approved by the ACC.

Chain link fencing may be used for enclosures within a Lot's building setback lines provided the fence is reasonably screened from view. Chain link fences may be approved by the ACC for tennis, sport courts or dog runs. If the fenced areas are screened from view of streets and/or the fence is vinyl clad. Each Owner shall maintain all fencing placed on its Lot in a neat appearance and in a usable condition, including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position. **No chain-link fence shall be allowed or approved on the perimeter of a Lot or in front of the front line of the principal residence on a Lot. All fences must be built by a professional fence contractor.**

(j) Driveways. Except with the approval of the ACC, all driveways shall be of a hard surface material finish and composition as expressly approved by the ACC. These may include, but are not necessarily limited to, stone, flagstone, exposed aggregate concrete, pavers, brick and asphalt (paved or two course chip seal). Salt finished driveways will be expressly permitted. Except with the approval of the ACC, no circular driveway shall be more than twenty feet (20') in width. All driveway entrances shall be at least twelve feet (12') in width. No driveway may be located within ten feet (10') of the side lot lines. Driveway locations shall be only as approved by the ACC. All other concrete or exterior hard composition surfaces shall be of a finish and color approved by the ACC. Loose gravel driveways are prohibited, except as expressly approved by the ACC. Not more than one (1) driveway entrance per Lot shall be permitted without

approval of the ACC, but the first seventy-five feet (75') of all driveways must be of hard surface material finish and composition. Builders and contractors are required to clean streets immediately after aggregate finished driveways have been washed.

It is the responsibility of each Lot Owner to contact the County for a driveway permit to take into consideration the sizing of drain pipes in all bar ditches adjacent to the street to facilitate drainage after the transversion of the ditches with a driveway and to obtain any necessary permits. It is recommended that a civil engineer be consulted as each Owner will be responsible for the repair and/or replacement of all damaged property which results from any improper drainage on such Owner's Lot. Culvert headwalls must be concreted on both sides of the driveway.

(k) Athletic Facilities. Tennis court and other sport court lighting and fencing shall require the prior written approval of the ACC. Any Owner desiring to install the same shall submit design and site plans, landscaping plans, and lighting specifications to the ACC. Landscaping and fencing requirements may be established by the ACC for the purpose of screening courts in an aesthetically pleasing manner. No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be located on any Lot closer than seventy-five feet (75') from the front property line or closer than fifty feet (50') to the side property line. The ACC will have the right to regulate the appearance and placement of all sporting apparatus, including basketball goals. All basketball backboards shall be maintained in a playable condition at all times and any damaged structure shall be repaired or removed immediately.

(l) Outbuilding and Exterior Modifications. Every outbuilding, inclusive of such structures as a storage building, pool house, servants' quarters, greenhouse, guesthouse, mother-in-law's house, barns, cabanas, children's playhouse and/or other storage structures, must be constructed behind the rear elevation of the dwelling and the square footage of said buildings and other structures cannot exceed fifty percent (50%) of the square footage of the primary dwelling. All buildings and other structures shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such buildings shall be subject to the written approval of the ACC. Barns may vary from the architecture of the main dwelling, but must be approved by the ACC and must have a minimum of thirty-six inches (36") of a rock or masonry wainscot on all sides.

Every proposed addition or exterior modification to any structure or improvement shall be subject to the terms of this Declaration and the plans and specifications for same shall be submitted to the ACC for approval.

(m) Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other device completely surrounding the swimming pool which, at a minimum, satisfies all applicable governmental requirements and will reasonably restrict access to the pool from outside the Lot. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable government regulations concerning swimming pool enclosure requirements.

All plans for swimming pools, and all related fencing and construction, must be submitted to the ACC for review prior to the start of construction. When swimming pool construction accompanies the initial construction of a residence, such plans (including dear site plans) shall accompany the submission of plans for the residence. Above ground pools are not permitted.

(n) Sanitary Facilities. Each Owner and/or Contractor shall be required to provide adequate temporary sanitary facilities for its construction workers. Such sanitary facilities shall be placed within the building set back lines of the Lot on which the workers are working.

(o) Restriction on Further Subdivision. No Lot shall be re-subdivided or conveyed or encumbered in any size less than the full dimension shown on the originally recorded plat of each respective Unit of the Subdivision, unless it meets the requirements of and is approved by all governmental authorities having jurisdiction thereof, and the specific written approval of the ACC has been obtained. Notwithstanding the restriction in the size of Lots, a Lot Owner may transfer land for widening of a roadway without violation of this restriction. An Owner may combine two or more contiguous Lots into one Lot and such combined Lot when replatted shall be treated as one Lot.

(p) Platted Easements. In addition to those set forth in this Declaration, each Lot shall be subject to all easements, set-back lines, covenants and restrictions set forth on the recorded plat covering that particular Lot. Each Owner is advised to carefully review the Plat to determine if any portion of Lot may be subject to a utility/drainage easement, which easement may include one or more overhead electric transmission lines and limit the use of such easement area by the Owner of such Lot.

(q) Maintenance of Easements. By acceptance of a deed to any one or more Lots, the Owner thereof covenants and agrees to keep and maintain, in a neat and clean condition, any easement which may traverse any portion of said Lot or Lots, including, without limitation, periodic maintenance by removing weeds, mowing grass and trimming shrubbery and trees, if any, within such area.

(r) Utility Easements. Perpetual easements are hereby reserved and dedicated, under over and across the streets in the Subdivision and over and across a twenty foot (20') strip along each side, front and rear Lot line for the purpose of installing, maintaining and repairing, or conveying to proper parties so that they might install, maintain and repair electric power, gas, water lines, telephone, cable television, fiber optics or other communication lines, drainage and/or any other similar utility lines, facilities, and services for the Lots in the Subdivision. The easements shall inure to the benefit of, and may be used by, any public or private utility company entering into and upon the Subdivision for such purposes, without the necessity of any further grant of such easement rights to such utility companies. If any platted Lot is resubdivided into any size less than its full dimensions as shown on the originally recorded plat covering that Lot, each such smaller Lot shall be subject to similar twenty foot (20') utility

easements immediately within and adjacent to this perimeter. **Notwithstanding the foregoing, nothing herein shall constitute a representation or warranty by Declarant that all or any such utilities are or will be available at the property line of any Lot, and in no event shall Declarant be obligated to install any such utilities. Each Owner is advised to confirm the location and availability of all desired utility facilities and utility service to its Lot.**

(s) Use of Easements. Neither the Declarant nor any utility company using the easements herein referred to shall be liable for any damage done by them to any property of a Lot Owner situated on the land covered by said easement.

(t) Sewage. Declarant has no obligation with respect to sewage disposal facilities. Each Owner is responsible for installing and maintaining his own on-site septic facility ("OSSF") pursuant to all applicable land use regulations, including, but not limited to, those promulgated by the Bexar County Public Works Department and by the Texas Commission on Environmental Quality (the "TCEQ"). The design for the on-site septic facility must be appropriate for the particular Lot. No outside toilets shall be used, constructed or permitted on a Lot, except temporary portable toilets used during the construction of a residence. No installation of any kind for disposal of sewerage shall be constructed or maintained which would result in treated or untreated sewerage or septic tank drainage being drained onto or into the surface of any part of the Subdivision, or onto or into any body of water located in the Subdivision. No means of sewerage disposal may be installed, used or maintained except a septic tank, and improved gray water system or a similar or improved means of sanitary sewerage disposal, which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No structure placed upon a Lot shall be used until sanitary sewerage disposal facilities complying with this **Section** have been completely finished. The ACC shall have the right to specify the location, orientation and drainage field of any such means of sanitary sewerage disposal, subject to the approval of all governmental authorities having jurisdiction thereof. Nothing herein contained shall prohibit any "gray water" systems which are approved by the ACC and all applicable governmental authorities. The ACC is not responsible for, and will not review or approve, the design or placement of any septic system. Each Owner must have its septic tank and system properly engineered and obtain review and approval from country or other applicable governmental authorities. **In no event shall Declarant be obligated to install any such sewerage systems.**

(u) Caves and Sinkholes. Natural caves and sinkholes may occur on some of the Lots in the Subdivision. Each prospective Lot Owner should personally inspect each Lot to assure itself of the location of any such caves and/or sinkholes which may be located thereon. Each Owner's purchase of a Lot is evidence of the fact that each Owner or a professional inspector acting on an Owner's behalf has made an inspection to determine the location of any such caves and/or sinkholes.

(v) Slope Control. No structure, landscaping, or other material shall be placed or shall be permitted to remain on a Lot and no other activities shall be permitted to be

undertaken on a Lot that may damage or interfere with established slope lines, create erosion or land sliding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels.

(w) Drainage. Each Owner shall provide and maintain safe and adequate drainage within and across its Lot and no Owner shall construct or maintain any building, fence, walk, landscaping, or any condition which diverts, impedes, back up, or prevents the drainage and flow of, surface water on, over, or across such Lot.

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, or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

(1) Alter, change or modify the existing natural vegetation or design of the drainage easements in a manner that changes the character of the design or original environment of such easements; or

(2) 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 ACC; or

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

(4) Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) 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.

Each Owner is hereby notified that Bexar County is subject to varying weather patterns which include both seasons of drought and seasons of heavy rains and that as each unit of Pecan Springs Ranch is platted, it is platted in accordance with city and county drainage regulations then in effect. Neither Declarant nor the ACC or any of its members, make any warranties or representations that improvements built by an Owner, or by subsequent owners, on the Lot will not be flooded during heavy rains. Each Owner is hereby advised that improvements subsequently constructed by other owners of lots within the subdivision may change the original natural drainage patterns. By purchasing the Lot, each Owner agrees to obtain professional advice concerning the storm water drainage patterns and quantities created by the contours of the Lot purchased, as well as by the contours and development of all adjacent lands, including, but not limited to, the neighboring lots, streets and undeveloped land. By purchasing the

Lot, each Owner hereby assumes the sole responsibility for obtaining professional advice to determine the location of drainage patterns, flood plains and flood patterns, as they may change from time to time, and for designing their home and other improvements at elevations and specific sites which will prevent flooding of the home and other improvements. Each Owner acknowledges that neither the Declarant nor the ACC or any of its members shall have any responsibility as to drainage issues or patterns occurring on or adjacent to the Lot purchased by an Owner.

Each Owner is also notified that the bridges, drainage ditches, culverts and other drainage facilities located within the greenbelts or street rights-of-way in the Subdivision are publicly owned. After they have been completed, the drainage facilities located within the street rights-of-way shall be conveyed to Bexar County/City of San Antonio. Each Owner should carefully note the location of the drainage facilities and of any creek beds and 100 year flood plains or drainage patterns or areas. If an Owner completes the purchase of a Lot, Owner agrees that such purchase shall evidence the following:

- (i) Each Owner's acknowledgment that the bridges, drainage ditches, culverts and other drainage features located within the street rights-of-way of the subdivision are owned by a public entity,
- (ii) Each Owner's agreement to carefully check the plat of the Lot and to obtain such topographical information as shall be appropriate to allow Owner to determine if any of the Lot is affected by drainage areas, creek beds or a 100 year flood plain area,
- (iii) Each Owner's assumption of the risk for himself, his family, guests and all other invitees for whom he may legally do so of owning property subject to such bridges, drainage facilities, creek beds, drainage areas and 100 year flood plain areas and knowing the location thereof, without, however, subjecting Buyer to the claims of invitees as third-party beneficiaries of such agreement,
- (iv) Each Owner's agreement to refrain from unsafe conduct in the proximity of such bridges, drainage facilities, creek beds, drainage areas, and 100 year flood plain areas and to carefully supervise the conduct of any children for whom he is responsible who may be in or near such bridges, creek beds and 100 year flood plain areas, and
- (v) Each Owner's release, to the fullest extent permitted by law, of Declarant, its officers, managers, contractors, employees, agents and representatives, including the ACC and its Members, from any liability any of them might otherwise incur to each Owner and each Owner's family, guests and other invitees to the Lot arising out of or in connection with his or their unsafe conduct in the proximity of such bridges, creek beds, drainage areas and 100 year flood plain areas; specifically including, but not limited to, any unsafe conduct by Buyer and/or Buyer's family, guests and other invitees to the Lot.

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

(x) Vehicles. Trailers, tents, boats, recreational vehicles or other vehicles are permitted to be kept on a Lot after construction of the residence; provided, however, that such vehicles are screened from view of adjacent and surrounding Lots and from the street and stored behind the set-back lines. Any such trailer, tent, boat, recreational vehicle or other vehicle must be kept parked, stored or maintained within an enclosed structure or a screened area that prevents or substantially limits the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment is permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area that prevents view thereof from adjacent Lots and streets, unless the vehicle is temporarily parked for the purpose of serving the Lot.

(y) Mailboxes. The type, style and placement of mailboxes for the Lots in the Subdivision shall be in accordance with the current postal authority standards and subject to the approval of the ACC. All mailboxes must be approved by the ACC to conform with the residence on the Lot and the surrounding area.

(z) Radio, TV Antennae, Television Dishes, Solar Panels, Window Air Conditioners. No radio or television aerial wires, towers, window or wall mounted air conditioners, or other unsightly apparatus or equipment of any type shall be erected, installed or placed on any Lot. No microwave dishes, antennas, receivers, or transmitters shall be placed on any Lot without being fully enclosed or fully screened from public view. Satellite or cable television dishes of eighteen inch (18") or smaller diameter are permitted without screening if they are maintained at locations not readily visible from the streets.

All clothes lines, yard equipment, and storage piles which are incident to the normal residential requirements of a typical family, shall be located behind the principal residence and not readily visible from streets or other Lots.

(aa) Maintenance of Property. Each Lot Owner shall keep its Lot clean and free of unused building materials, trash, rubbish and other debris. Owner (or Owner's contractor) shall provide adequate dumpsters or other containers for removal of construction matter, trash, debris, etc. The dumpster shall be promptly emptied when full.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing ten (10) days from the date of a written notice thereof deposited in the United States mail, Declarant

may, without liability to Owner or any occupants in trespass or otherwise, enter upon said Lot, remove or cause to be removed, such dead vegetation, garbage, trash and rubbish or do any other thing necessary to secure compliance with the terms of this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner and/or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay all such charges immediately upon receipt of an invoice therefor. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the provisions hereof or otherwise as provided by law.

Until a Living Unit is built on the Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of such Lot shall be obligated to reimburse Declarant for the cost of any such maintenance or removal upon demand. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the provisions hereof or otherwise as provided by law.

Each Owner shall be responsible for the maintenance of the Lot upon closing and shall keep the Lot free of unusable building materials, debris, and rubbish during the construction period. Owner shall provide sanitary bathroom facilities to accommodate all contractors and subcontractors during the construction period. It is the goal of the Declarant to cause the Subdivision to be maintained in a clean and respectable manner. If Owner reasonably violates this objective, it is Declarant's option to initiate the cleanup or place facilities on the Lot necessary to maintain the referenced goal at the sole cost and expense of Owner, payable on demand, and secured by a lien on the Lot.

It is the responsibility of each respective Owner of a Lot to protect and maintain native trees and other vegetation located on the Lot both during and after construction. Trees can be injured and/or suffocated and killed due to trenching, excessive fill and/or soil compaction. Pruning trees without treating the wounds can lead to oak wilt, which occurs in the Texas Hill Country. Neither Declarant nor the ACC or its members make no warranties concerning the health of the trees and other vegetation on the Lot. Neither Declarant nor the ACC is responsible for the health of the trees and other vegetation on the Lot. By purchasing the Lot, Each Owner shall thereby be assuming the sole responsibility for maintaining the trees and other vegetation on the Lot. Each Owner hereby releases Declarant, its managers, officers, employees, agents, and representatives, including the ACC and its members, from any liability arising out of or in connection with the future health of the trees and other vegetation on the Lot.

All Owners are advised to secure from the Texas Forest Service, local county agent, Texas Extension Forester at Texas A&M University, or elsewhere, information on oak wilt and other diseases which may affect their trees and may spread to trees on other Lots. Each owner is responsible for taking such action as may be necessary on its Lot to ensure that oak wilt and other diseases are not spread to the trees of other Owners. Because there is no known cure for oak wilt and oak wilt almost always will spread from a diseased tree to its neighboring oaks, at a minimum, each Owner should:

- (1) Destroy all infected oaks.
- (2) Avoid unneeded pruning of trees, especially during the period February 1-June 1, and immediately apply dressing to all wounds on oaks.
- (3) Where oak wilt is detected, trench three feet deep in advance of infection front (100 feet is recommended) to stop the spread through connecting roots.
- (4) Avoid infected oak firewood. As a precaution. Owners should not keep any oak firewood for more than one heating season and should cut firewood only in the summer.
- (5) Use fungicide propiconazole to treat uninfected oaks when such Owner becomes aware of oak wilt nearby.

The foregoing information regarding oak wilt is provided to alert Owners. Declarant shall not be liable to any Owner in connection with the existence or spread of oak wilt on any Lot.

(bb) Propane and Natural Gas Tank. All propane, natural gas and similar fuel tanks in excess of five (5) gallons in size must be screened from public view and may not be located between the front line of the residence and the street.

(cc) Water. The Subdivision does not currently lie within any water survey subject to a Certificate of Convenience and Necessity ("CCN"). Owners are advised that water for each Lot must be supplied through private water wells. In no event shall Declarant be obligated to provide any water well or other water service to the Lots, or any of them. All water wells and water well pressure tanks shall be located within a water well/pressure tank well house. The water well/pressure tank well house shall be constructed out of the same materials and finished in the same manner as the main residence; provided, however, the water well/pressure tank well house may be finished with HardiPlank® if constructed in a board and baton style finish. The water well/pressure tank well house shall be constructed in such a manner that it may be lifted off the water well/pressure tanks without damaging same.

(dd) Electricity. Each Owner is responsible for extending electricity into his lot from a transformer located on or near a property line. Except with the approval of the ACC, all

utility extensions shall be underground except for overhead street crossings which might require a drop pole if the electricity is located on the opposite side of the asphalt within the road right-of-way.

4. Governmental Requirements.

(a) Owners Acknowledgment. Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the ACC shall act to relieve an Owner from such duty of compliance.

(b) Additional Obligations of Builders and Contractors. By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Owner and each of Owner's contractors assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the Texas Commission on Environmental Quality (TCEQ), related to each Lot. **EACH OWNER AND THEIR CONTRACTORS, BY ACCEPTANCE OF A DEED TO A LOT OR UNDERTAKING THE MAKING OF IMPROVEMENTS TO A LOT, HOLDS HARMLESS AND INDEMNIFIES DECLARANT, FROM AND AGAINST ALL COST, LOSS, FINES, PENALTIES, REMEDIAL OBLIGATIONS, OR DAMAGE OCCASIONED BY THE FAILURE TO ABIDE BY ANY APPLICABLE GOVERNMENTAL STATUTE, RULE, REGULATION OR PERMIT RELATED TO THE PROPERTIES.**

(c) Remedies of Declarant. By acceptance of a deed to a Lot, each Owner agrees that Declarant shall have the right to enter upon any Lot on which one or more violations of this Declaration may have occurred for the purpose of curing any such violation, provided that the Owner has been given at least five (5) days prior written notice and has failed to remedy the complaint of violation within such time. **EACH OWNER INDEMNIFIES AND HOLDS HARMLESS DECLARANT FROM ALL COST AND EXPENSE OF SUCH CURATIVE ACTION AND ANY PENALTY OR FINE LEVIED BY ANY GOVERNMENTAL AUTHORITY AS A RESULT OF THE ACT OR FAILURE TO ACT OF THE OWNER WITH RESPECT TO ITS LOT.** The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

5. Property Subject to this Declaration: Additions or Modifications Thereto.

(a) Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration are all of the Lots shown on the Subdivision Plat.

(b) Additions to Existing Property. Declarant shall have the right to bring within the scheme of this Declaration, and without the consent of other Owners, additional adjacent properties in future stages of the development. Declarant shall not be bound to

make any additions to the Subdivision or to follow any particular type of development on any adjacent land owned by Declarant. Any additions authorized under this Declaration shall be made by filing of record an amended or supplemental Declaration of Covenants, Conditions and Restrictions, annexation certificate or similar instrument with respect to such additional property which shall extend the general scheme of the covenants and restrictions of this Declaration to such property, and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such document may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the overall development. In no event, however, shall any such instrument be construed so as to revoke, modify or add to the covenants established by this Declaration as they are applicable to the existing land comprising the Subdivision shown on the Subdivision Plat described herein.

6. **Architectural Control Committee.** The ACC's review of an Owner's architectural plans, drawings and specifications is for the purposes of providing direction in the planning, design and construction of residential structures to help ensure compatibility with the environment and to not distract from the overall aesthetic concept of Pecan Springs Ranch. The intent of the ACC's review is to ensure that an Owner's plans, drawings and specifications match the development philosophy, residential architectural standards and design guidelines of Pecan Springs Ranch and to help preserve, protect and enhance the special environment of Pecan Springs Ranch, and for no other purpose.

The ACC's review of an Owner's plans, drawings and specifications is limited to aesthetic design only, including the color selections, building materials, landscaping and the preservation of native habitat of the Lot. The ACC's approval of an Owner's plans, drawings and specifications does not constitute a representation or warranty, or an endorsement or guarantee, that the plans, drawings and specifications comply with any applicable rules, regulations, governmental ordinances, laws, or building codes, or that the ACC approves of the location of the home on the Lot, (other than its proximity to established lot setback lines and easements as reflected on the plot plan presented to the ACC by the Owner or the Owner's representative), the height of the slab, or any other matter regarding the residence. The ACC does not review any drainage issues which might arise in connection with the construction of the residence and/or other improvements on a Lot, or which might arise out of construction on any other Lots in Pecan Springs Ranch. It is strongly recommended that the Owner retain competent professional services for planning and design of the proposed improvements on the Lot, including but not limited to, the physical location of the improvements on the Lot in relation to lot grade, topography and any potential drainage issues.

Neither the ACC, nor any member thereof, nor the Declarant, nor their respective officers managers, employees, consultants, agents, representatives, successors or assigns, shall be liable in damages to anyone submitting plans, drawings or specifications to them for approval, or to any Owner or other person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the

approval or disapproval or failure to approve any plans, drawings, or specifications or by the approval or disapproval of the primary contractor by the ACC. By submission of such for approval, an Owner agrees that he will not bring any action or suit against the ACC, any member thereof, or the Declarant. Approval of a submittal or of a primary contractor shall not be deemed to be a representation or warranty that the Owner's plans, drawings or specifications for the actual construction of a residence or other improvement complies with applicable governmental ordinances or regulations, or of any fiscal or otherwise of the contractor. Furthermore, any approvals by the ACC do not warrant habitability or soundness of structure in any way. It shall be the sole responsibility of the Owner and/or any agent of the Owner on his behalf submitting plans, drawings or specifications to the ACC, as well as any person performing any construction, to comply with applicable governmental ordinances and regulations and to assure the habitability, soundness and appropriateness of the improvements for his desired purposes of his respective Lot.

Each Owner recognizes that, prior to determining the exact site and slab elevation for the house and any other improvements and/or gardens to be constructed and/or installed on the Property, it should obtain professional advice concerning the effect of the construction of homes within and adjacent to the Pecan Springs Ranch has had on the drainage of waters across the Lot and the possible consequences for the location of its planned improvements and/or gardens. Each Owner recognizes that changes may occur to the existing drainage patterns due to subsequent rains and/or subsequent construction on the Lot or in the area. The Buyer acknowledges that the Seller has no control over future changes in the drainage pattern and hereby holds Seller harmless from any damages which may occur due to future changes in drainage patterns across the Property.

(a) Creation, Initial Composition and Term. There is hereby created an Architectural Control Committee (the "ACC"). The ACC shall initially be composed of three (3) members. The initial members of the ACC will be appointed by Declarant to serve until their successors are named. A majority of the members of the ACC may act for the ACC and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth. Declarant shall have the right to remove or add members to the ACC and fill vacancies in the ACC membership. Declarant, at its option, may (i) assign such rights to appoint ACC members to an owner's association organized by all the Lot Owners subject to this Declaration, or (ii) terminate the ACC and the Lot Owner's duty to obtain ACC approval, by filing a written notice of termination of the ACC in the Official Records of Bexar County, Texas. ACC members shall not be entitled to compensation for their services rendered in such capacity. There shall be no review of any action of the ACC except by procedures for injunctive relief when such action is patently arbitrary and capricious; provided, however, under no circumstances shall the ACC, or any of its members, be subject to suit by anyone for damages.

(b) Required Submission of Plans. No building, fence, wall, landscaping, recreational facilities, outbuilding or other structure or improvement shall be erected, altered, added onto, placed or repaired on any Lot in the Subdivision until the complete plans, including

site plans, grading plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary by the ACC for the performance of its function ("Required Plans"), are submitted and approved in writing by the ACC as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates for all improvements. The ACC shall have the power to employ professional consultants to assist it in discharging its duties and may establish and collect reasonable fees for processing of applications.

(c) Submittal Requirements. The Required Plans submittals to the ACC shall be determined by the ACC from time to time, but Owners are advised that current procedures require the following minimum submittals:

- (1) Building Submittal:
 - (a) Completed submittal form;
 - (b) Two complete site plans showing:
 - (1) House;
 - (2) Flatwork;
 - (3) Setbacks;
 - (4) Easements;
 - (5) Fencing
 - (6) Swimming pool and related improvements (if any);
 - (7) Adjacent greenbelts and drainage;
 - (8) Proposed Lot grading and drainage; and,
 - (c) Two sets of plans depicting room size and layout and exterior elevations; and,
 - (d) Building specifications, materials list and exterior colors.
 - (e) \$250.00 application fee for each submittal to the ACC, which fee may be increased or decreased by the ACC in its sole and absolute discretion.
- (2) Fencing Plan: Two site plans showing fence location with clear labeling of all fence materials.
- (3) Landscape Plans:
 - (a) Two sets of plans; and,

(b) List of all plans to be used and clear identification of locations.

(4) All Other Exterior Modifications: Two site plans showing item location in reference to property lines and other structures with clear labeling of materials.

The ACC recommends that Owners submit preliminary concept plans, including a general site plan, front elevation and exterior material list for preliminary review and approval.

The Required Plans shall be submitted to the ACC at the following address:

**Architectural Control Committee
c/o Thomas E. Dreiss
325 E. Sonterra Blvd., Suite 210
San Antonio, Texas 78258**

The submittal address may be changed from time to time by the ACC.

(d) Landscaping Guidelines. All areas disturbed by construction activities shall, at a minimum, be cleaned and revegetated with native materials. Decorative ground cover rock in the front and side yards may not exceed twenty (20%) percent of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, sodding or landscaping. Allowances may be made for areas left in a natural state depending upon their appearance.

All landscape plans and plans for improvements on a Lot shall be submitted to the ACC for its approval, or disapproval, prior to the construction, alteration and/or placement of such items.

The ACC shall have the right to grant a variance or waiver of the requirements of this Section of the landscaping guidelines from time to time promulgated in such instances as it shall determine that such waiver is advisable in order to accommodate a unique, attractive or advance landscaping concept, design or material and the resulting appearance, in the opinion of the ACC, will not detract from the general appearance of the Subdivision. No such variance or waiver shall be presumed and any such grant or variance or waiver shall be in writing.

(e) Procedures. Within thirty (30) days after the ACC has received the Required Plans and written notice that the Owner desires to obtain ACC the ACC shall notify Owner in writing whether the Required Plans are approved or disapproved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ACC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event the plans submitted by the Owner have not been approved or disapproved within thirty (30) days after being submitted, the plans so submitted will be deemed to have been approved but a deemed

approval shall not permit a violation of any of the terms of this Declaration nor extend to any deviation from or alteration to the plans actually submitted nor to any matter requiring a written variance.

All matters requiring approval of the ACC whether or not specifically addressed hereinabove or herein below shall require that such approval be in writing, and, with respect to all such matters requiring such approval, in the event the Committee fails to approve or disapprove any of such matters within thirty (30) days after written submission thereof to the Committee, approval will not be required, and the requirement that such approval be obtained shall be deemed to have been fully complied with.

(f) Powers. The ACC 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 interpretation. The goal of the ACC is to encourage the construction of dwellings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the ACC, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. The ACC may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other Owners or to preserve the serenity and natural beauty of any surroundings. Members of the ACC and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of this Declaration for any damage or injury to property or for damage or loss arising out of their acts hereunder. The ACC's evaluation of Required Plans is solely to determine compliance with the terms of this Declaration and the aesthetics of the proposed improvements. The ACC expressly disclaims any responsibility to determine compliance with any applicable building code or other standard for construction.

(g) Variances. The ACC shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of this Declaration or to correct or avoid hardships to Owners. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit an Owner to construct, erect or install a dwelling which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling with such variances must, in the ACC's sole discretion, blend effectively with the general architectural style and design of the Subdivision and must not detrimentally affect the integrity of the Subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the ACC has not expressly and in writing approved such request within thirty (30) days of the submission of such request. No member of the

ACC shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. Each request for a variance submitted hereunder shall be reviewed independently of similar requests or variances, and the grant of a variance to any one Owner shall not constitute a waiver of the ACC's right to deny a variance to another Owner. The decisions of the ACC with respect to variances shall be final and binding upon the applicant.

(h) Decisions Final. All decisions of the ACC shall be final and binding, and there shall not be revisions of any action of the ACC except by procedure for injunctive relief when such action is patently arbitrary and capricious. In the event of construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner, Declarant, and/or the ACC may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefor, provided that each such offending party shall first be given written notice of the perceived violation and the reasonable opportunity to remedy the violation prior to the filing of suit. Neither the Declarant, the ACC, nor any member of the ACC shall be liable in damages, or otherwise, to anyone submitting plans and specifications for approval or to any Owner who believes himself adversely affected by this Declaration by reason of mistake of judgment, negligence or non-feasance in connection with the approval or disapproval of plans or requests for variance. The ACC is not required to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements.

(i) Enforcement. Declarant, its successors and assigns, shall have the right, but not the obligation, to enforce observance and performance of the restrictions, easements, covenants and conditions contained herein and, in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all other remedies provided herein or by law, to an injunction, either prohibitive or mandatory. The ACC, as well as the Owner of any Lot or Lots in the Subdivision, likewise shall have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof. Acquiescence in any violation shall not be deemed as waiver of the right to enforce against the violator or others the conditions so violated or any other conditions. The Owner of any Lot against whom enforcement is undertaken shall be obligated to reimburse the Declarant or the ACC, as the case may be, for the costs of any such enforcement action in which the Declarant or ACC prevails.

(j) Suggested Guidelines and Recommendations. The distinct character of the natural landscape of Pecan Springs Ranch, beyond the natural rolling topography, is primarily a combination of mature trees, understory vegetation, brush, and native grass pasture. The variety of height, color, density and distribution of vegetation gives the Texas Hill Country its unique habitat. While there are many different types of trees in the Hill Country area, the Live Oak, Elm and Red Oak are the most prevalent at Pecan

Springs Ranch. Standards for preservation of the natural environment at Pecan Springs Ranch will apply not only to trees and brush, but also to ground cover. Native wild grasses and wild flowers shall be preserved as the predominant ground cover for each Lot.

Each Owner is encouraged to be creative in the design process and to plan to alter the site as little as possible from its original native condition, protecting existing watershed and drainage ways where practical. Structures should be limited to the area on the site where drainage, soil and geological conditions will provide a safe foundation. Care should be taken to protect all plants within the Properties, therefore, all improvements should be sited to avoid existing trees if at all possible. Track mounted equipment should not be used within the Lot, as the natural appearance of the Lot could be severely damaged.

(k) Turf. Turf areas shall be limited to the area within seventy-five feet (75') of the front and sides of the residence and one hundred feet (100') of the rear of the residence and in accordance with any governmental or regulatory requirements. Owners are encouraged to minimize lawn areas to avoid excessive use of water and to minimize the use of fertilizers and pesticides necessary for maintenance. Turf grass shall be limited to types found on the acceptable plant list maintained by the ACC.

(l) Irrigation. Automatic irrigation systems are required for the landscaped areas of the Lot. Temporary drip irrigation systems are allowed to establish native and transitional landscapes. The allowable irrigated area shall be limited to that area that lies within seventy-five feet (75') of the front and sides of the residence and one hundred feet (100') of the rear of the residence on each Lot. However, the geometry of the irrigation area that would be within seventy-five feet (75') of the front and sides of the residence and one hundred feet (100') of the rear of the residence may be adjusted to accommodate topography, easements, right of ways and other factors that would preclude the practical use of the irrigation system, provided that the adjusted irrigation area shall not exceed the total area that would have been provided by the area within seventy-five feet (75') of the front and sides of the residence and one hundred feet (100') of the rear of the residence. Irrigation systems must be installed with rain sensors.

(m) Water Usage Ethics. In keeping with the Declarant's concern for the natural environment, the conscientious consideration of water as a precious natural resource is encouraged. Each Owner in the Subdivision, should become a steward of the land and its resources. An Owner should consider the following, among other considerations, in planning a new home to conserve and protect water:

- (1) Install drought tolerant indigenous landscaping;
- (2) Discontinue irrigation once new plants have established themselves;
- (3) Use low flow plumbing fixtures;

- (4) Limit use of high water consumption turf grasses;
- (5) Install "instant" hot water heaters near points of use;
- (6) Install and maintain a greywater or aerobic digestion system for irrigation;
- (7) Install a cistern to catch rainfall in order to provide augment irrigation; and,
- (8) Omit the use of pesticides and fertilizers within natural drainage areas to prevent contamination. Those items are suggestions only and are not required for ACC approval.

7. **Amendment.** This Declaration may be amended until January 1, 2027, by written instrument executed by the Owners of ninety percent (90%) or more of the Lots subject to this Declaration at the time of the amendment, such amendment to be effective upon recording of such written instrument in the Official Records of Bexar County, Texas; provided however, that until such date no amendment hereto shall be effective unless approved and executed by Declarant. After January 1, 2027, this Declaration may be amended in like manner by one hundred percent (100%) of the Owners of Lots subject to the jurisdiction of this Declaration at the time of the amendment and the approval and joinder of Declarant shall not be required after said date if Declarant owns no land subject to this Declaration. Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

8. **Enforcement.** In addition to the remedies for enforcement provided for elsewhere in this Declaration or by law, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, or of any guidelines, rules, or regulations herein referenced or permitted, by any Owner, his family, guests, lessees or licensees, shall authorize Declarant (in the case of all of the following remedies) or any Owner, including Declarant (in the case of the remedy provided in **Subsection (b)** below) to avail itself of any one or more of the following remedies:

(a) The right of Declarant to enter the Lot to cure or abate such violation through self-help and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Declarant with respect to the exercise of such remedy; or,

(b) The right to seek injunctive relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs. Before the Declarant or any Owner may invoke any remedy. It shall give written notice of such alleged violation to Owner, and shall afford the Owner a fifteen (15) day period to cure the default. Each day a violation continues after notice thereof has been given to the

Owner shall be deemed a separate violation. Failure of the Declarant or of any Owner to take any action upon any violation shall not be deemed a waiver of any right to take enforcement action thereafter or upon a subsequent violation. No Owner shall have the right to compel or require the filing of suit by Declarant or any other Owner. Neither this Section nor the other terms of this Declaration shall be deemed or construed to impose an obligation on Declarant to police, control restrain, enjoin or seek redress for any violation of the terms hereof.

9. **Miscellaneous.**

(a) **Limitations of Liability.** Neither the Developer, nor the ACC, nor any member of the ACC, shall be liable or otherwise to anyone submitting plans, specifications and plot plans for approval or to any Owner of a Lot in the Subdivision 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, specifications, plot plans or other matters submitted to it or arising out of any other action taken, including enforcement actions, or not taken by them, jointly or severally, pursuant to the provisions of this Declaration. All decisions of the Declarant and the ACC shall be final and binding, and there shall be no revisions of any action and/or decision of the Declarant and/or the ACC except procedures for injunctive relief when such action and/or decision is patently arbitrary and capricious.

(b) **Partial Invalidity.** Invalidation of any of these covenants, conditions, easements or restrictions (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, conditions, easements and restrictions contained herein.

(c) **Laws and Regulations.** All Owners of any Lots within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

(d) **Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this Declaration, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

(e) **Duration.** These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Subdivision for an initial period ending January 1, 2027, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of one hundred percent (100%) of the Owners of Lots has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be effective unless made and recorded within three (3) months immediately prior to the date the covenants otherwise would be automatically extended. These covenants, conditions, easements and restrictions may be terminated in whole at any time after January 1, 2027, by an instrument signed by Owners of one hundred percent (100%) of the Owners of Lots being recorded agreeing to terminate said covenants in whole.

(f) Reservation of Rights. Declarant shall have, and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not materially impair or affect the vested property or other rights of any Lot Owners. Notwithstanding this reserved right, Declarant shall have no obligation to take any action under this provision.

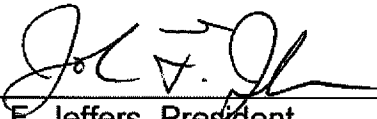
(g) Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part hereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

(h) Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions herein apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

(i) Purchase "As Is". Each prospective purchaser is responsible for thoroughly inspecting and examining the Lot in which it is interested and for conducting such investigations of such Lot(s) as he deems necessary for such party to evaluate its purchase. By completing the purchase of a Lot, each prospective purchaser acknowledges that it is purchasing the Lot on an "AS IS," "WHERE IS" AND "WITH ALL FAULTS" basis. **BY PURCHASING A LOT, EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY CLAIMS, COSTS, FEES, EXPENSES, DAMAGES OR LIABILITIES THAT AN OWNER, HIS FAMILY, EMPLOYEES, GUESTS, CONTRACTORS AND ANY OTHER INVITEES MAY SUFFER OR INCUR AS A RESULT OF, ARISING OUT OF OR RELATED TO THE CONDITION OF THE LOTS, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF ANY CAVES, SINKHOLES, STREETS, TREES WITHIN OR NEAR THE STREET RIGHTS-OF-WAY AND/OR DRAINAGE FACILITIES. EACH OWNER UNCONDITIONALLY RELEASES DECLARANT, ITS PARTNERS, OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES AND AGENTS, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, ARISING OUT OF OR RELATED TO SAID CONDITIONS, INCLUDING ANY CAVES, SINKHOLES, STREETS, TREES WITHIN OR NEAR THE STREET RIGHTS-OF-WAY AND/OR DRAINAGE FACILITIES.**

IN WITNESS WHEREOF the undersigned have executed this Declaration to be Effective as of January 17, 2018.

Crighton Development Co.

By: 
John F. Jeffers, President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me on January 17th, 2018, by John F. Jeffers, President of Crighton Development Co., a Texas corporation, on behalf of said corporation.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:

John F. Jeffers, President
Crighton Development Co.
5632 Piping Rock Lane
Houston, Texas 77056-4029

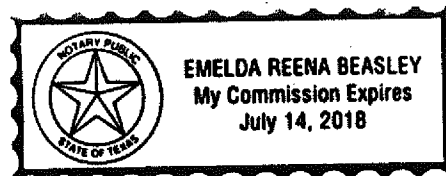


Exhibit "A"

Lot Setback Table

Pecan Springs Ranch Unit 1

[illegible]

Exhibit "A"

Lot Setback Table

Pecan Springs Ranch Unit 2

[illegible]

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BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$166.00

STATE OF TEXAS
COUNTY OF BEXAR
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on this date and time stamped thereon.
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COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff