

235692

COMAL COUNTY

by Dobya
Regalado 13.00 Pd.

RESTRICTIVE COVENANTS
FOR
FOREST WATERS

STATE OF TEXAS

COUNTY OF COMAL

KNOW ALL MEN BY THESE PRESENTS:

That FOREST WATERS JOINT VENTURE, a Texas joint venture, being the owner of that certain subdivision known as FOREST WATERS, in Comal County, Texas, according to the plat of said subdivision recorded in Vol. 7, Pages 106-113, of the Deed and Plat Records of Comal County, Texas, and desiring to create and carry out a uniform plan for the improvement, development and sale of Homesites in FOREST WATERS depicted on said plat, for the benefit of the present and future owners, does hereby adopt and establish the following restrictions and covenants to apply in the use, occupancy and conveyance of all such subdivided Homesites in FOREST WATERS, and each contract or deed which may be executed with regard to any of such property shall be held to have been executed, delivered, and accepted subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

I.

LAND USE: FOREST WATERS shall be known and described as single family residential lots. Such lots are to be used for single family residential purposes only with the exception of Lots #17-19 which shall be a private athletic club and lake. No structure shall be erected, placed, altered or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and an enclosed private garage or porte-cochere, servants' quarters, storage room and utility room; provided that no garage, porte-cochere, servants' quarters, storage room or utility room shall be erected on any lot until, after or coincidental with the building of a single family dwelling unit thereon and for use in connection therewith. No dwelling previously constructed elsewhere may be moved on any building plot in FOREST WATERS controlled by these covenants.

II.

ARCHITECTURAL COMMITTEE: No building or fence or other structure shall be erected, placed or altered on any building plot in this subdivision controlled by these covenants until the building and/or fence and/or other construction plans and specifications with a plot plan showing the specific location of such building in writing as to the quality of workmanship and materials, conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building and/or fence and/or other construction with respect to lot lines, trees, topography and finished ground elevation by an Architectural Committee composed of John R. Barranco, Jr., Kathleen T. Barranco, and Bobbie Landrum, all of Garden Ridge, Texas, or by a representative designated by a majority of the members of said Committee.

In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications and plot plans. The remaining member or members shall also have the authority to designate a successor Committee member or members with like authority. In the event said Committee or its designated representative fails to approve or disapprove such plans, specifications and plot plan within forty-five (45) days after such completed plans and specifications, and plot plan have been submitted to it, such approval will not be required and the covenant will be deemed to have been fully complied with. Such Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be construed or interpreted as vague, indefinite, uncertain and capable of more than one interpretation. All decisions of such Committee shall be final and binding, and there shall be no revision of any action of such Committee except by procedure of injunctive relief when such action is patently arbitrary and capricious. Members of said Committee shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder; it being understood and agreed that any remedy shall be restricted to injunctive relief and no other. The powers and duties of such Committee and its designated representative and the requirements of this covenant shall cease on and after April 1, 2000, provided, however, that at that time the then recorded owners of a majority of the lots in FOREST WATERS, controlled by these covenants shall have the power through a duly recorded written instrument to extend the powers and duties of such Committee, and in connection with such extension shall have the power to remove any Committee member or members and replace them with other members, or to withdraw from the Committee any of its powers and duties, or to restore to the Committee any of its powers and duties. Such Architectural Committee shall not be entitled to any compensation for services pursuant to this covenant.

III.

SIZE OF DWELLING: The floor area of the main structure of any dwelling constructed on lots in FOREST WATERS shall be no less than 2500 square feet.

The minimum square feet floor area shall be exclusive of open porches, balconies, terraces, garages, porte-cocheres or accessory buildings.

IV.

BUILDING LINES: No building shall be located on any lot nearer to the front street property line than 45 feet.

No residence, detached garage or other permitted accessory building shall be located nearer than fifteen (15) feet to a side property line. The main residence building shall face the subdivision street in front of the lot. On corner residential lots, no building shall be located nearer than twenty-five (25) feet to any side street property line. Residences constructed on all corner lots must be designed either to face either the front or side street.

No residence shall be located nearer than fifteen (15) feet to the rear property line. Detached decks, gazebos or storage buildings may be five (5) feet from rear property line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building; however, this shall not be construed to permit any encroachment on another lot or street, notwithstanding any other provisions, two or more subdivision lots may be used as a single family building plot.

V.

MASONRY: The area of the outer walls of the main residence building constructed on any of the above described lots shall be composed of at least ninety percent (90%) masonry, on the first floor, said percentage to apply to the aggregate area of all said walls. Glass areas may be construed as masonry areas. The outer walls of the garage and servants' quarters or other permitted accessory building, whether detached or attached to the main residence, shall be of the same construction as the outer walls of such residence buildings. All footing, piers, and foundations of the main residence on any lot in FOREST WATERS shall be of concrete or masonry construction.

VI.

ROOFS: The roofs of the main residential buildings constructed on any of the lots of FOREST WATERS, shall be of 50 year warranty quality, standing seam metal, tile, concrete tile, asbestos or slate. Built up roofs may be used only where they are not visible from the street. At the discretion of the Architectural Committee, other types of roofs utilizing a surfacing material of an architectural texture may be used.

VII.

FENCING: No fence, or wall shall be erected, placed or altered on any building plot in FOREST WATERS, nearer to the street than the front wall line of the respective house, without prior approval in writing of the Architectural Committee. Any side fence or perimeter fence constructed on any lot in FOREST WATERS, controlled by these covenants shall also be approved in writing by the Architectural Committee prior to construction.

No fence or wall, which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be place or permitted to remain on any corner lot. All fences on any subdivided lot shall be repaired and maintained in good condition by the owner of such lots. Fences constructed of chain link or wire mesh are specifically not allowed on any lot where they are visible from another lot, without the express written permission of the Architectural Committee. No fence shall exceed six (6) feet in height.

VIII.

GREENBELTS AND OPEN AREA LOTS: On those lots adjoining the lakes, or any greenbelt or open area, as depicted on the aforesaid plat, the view afforded to and from the open area, is of prime

importance. Therefore, in addition to the covenants and restrictions previously herein enumerated, the following special restrictions shall apply:

(a) No clothes line shall be constructed, placed or erected on any such lot adjoining the open area, or any greenbelt.

(b) The storage of vehicles, boats, tents, trailers, tools, garbage, trash disposal facilities, or other unsightly items of the house is prohibited, unless they are stored in facilities constructed especially to conceal them from public view. The facilities are to be approved in writing by the Architectural Control Committee.

IX.

DRIVEWAYS AND GARAGES: All driveways shall be surfaced with concrete of any architectural texture, asphalt, brick, stone, tile or other similar hard surfaced material. All garages and porte-cocheres shall be entered either from the rear or the side and shall not be open facing a street or Lake Shore, unless otherwise approved by the Architectural Committee. All driveways irrespective of the material used shall extend to the back and be flush with the top curb of the drive over curb, and in no event will the drive over curb be broken for this installation.

X.

MAILBOXES: Mailboxes shall be constructed in like material as the house. Mailboxes will be located on only one side of the street and grouped conveniently for delivery.

XI.

UTILITIES: Service connections to any and all area utility and telephone lines installed below ground must be installed underground from the structure being served to the utility line connection. All utility and telephone lines from one building to another, whether primary, utility or telephone service shall be installed underground.

XII.

GARBAGE AND REFUSE: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. No trash, ashes, or other refuse may be thrown or dumped on any vacant lot, common area, private street, easement or drainage area in said subdivision.

XIII.

TEMPORARY STRUCTURES: No structure of a temporary character, tent, shack, garage, barn, or other outbuilding, or trailer, mobile home, house trailer, truck camper or similar facility, shall not be used on any lot at any time as a residence or storage facility, either temporarily or permanently, other than by the developer John Barranco and Kathleen Barranco during development. No dwelling previously constructed elsewhere may be moved on any building plot in FOREST WATERS.

No trailer, tent, boat or stripped down, wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any lot, street or common areas, unless completely concealed from view. No commercial vehicle bearing commercial insignias or names shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjoining lots and streets, unless such vehicle is temporarily parked for the purpose of serving such lot.

XIV.

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

No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property.

No exterior antenna of any sort shall be installed or maintained on any lot except of a height, size, and type approved by the Architectural Committee.

No fuel or similar storage facilities shall be installed or maintained unless they are constructed as an integral part of the main structure or installed underground and approved by the Architectural Committee.

XV.

SIGNS: No signs of any kind shall be displayed to the public view on any single family residential lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent. Signs used by the developer or the builder to advertise the property during the construction and sales period shall be permitted irrespective of the foregoing.

XVI.

PETS: No animals, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purposes.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Architectural Committee. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

XVII.

TERMS: The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties or persons claiming through and under it until April 30, 2010, at which time said covenants shall be automatically extended

for successive periods of ten (10) years, unless an instrument executed by a majority of the then owners of the lots in FOREST WATERS, controlled by these covenants has been recorded agreeing to change said covenants in whole or in part.

XVIII.

ENFORCEMENT: If the parties hereto, or any of them, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning real property situated in FOREST WATERS controlled by these covenants to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from doing so or to recover damages for such violations. FOREST WATERS JOINT VENTURE, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in FOREST WATERS, controlled by these covenants. The reservation of this right of enforcement shall in no event, however, create an obligation of any kind to enforce these restrictive covenants.

XIX.

PARTIAL INVALIDITY: The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

EXECUTED THIS THE 1ST DAY OF December, 1983.

ATTESTED BY:

Christine G. Palook
SECRETARY

FOREST WATERS JOINT VENTURE

BY: [Signature]
JOHN R. BARRANCO, JR.

THE STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared John R. Barranco, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the 1st day of December, 1983.

[Signature]
Notary Public - The State of Texas
My Commission Expires: 8/16/86