however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

15.6. TERMINATION. Termination of the terms of this Declaration and the status of the Property as a planned unit development are according to the following provisions. In the event of substantially total damage, destruction, or public condemnation of the Property, an amendment to terminate must be approved by owners of at least two-thirds of the lots. In the event of public condemnation of the entire Property, an amendment to terminate may be executed by the Board without a vote of owners. In all other circumstances, an amendment to terminate must be approved by owners of at least 80 percent of the lots.

15.7. CONDEMNATION. In any proceeding, negotiation, settlement, or agreement concerning condemnation of the common area, the Association will be the exclusive representative of the owners. The Association may use condemnation proceeds to repair and replace any damage or destruction of the common area, real or personal, caused by the condemnation. Any condemnation proceeds remaining after completion, or waiver, of the repair and replacement will be deposited in the Association's reserve funds.

ARTICLE 16
DISPUTE RESOLUTION

16.1. INTRODUCTIONS AND DEFINITIONS. The Association, the owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

16.1.1. "**Claim**" means any claim, grievance, or dispute between Parties involving the Properties, except Exempt Claims as defined below, and including without limitation:

a. Claims arising out of or relating to the interpretation, application, or enforcement of the Documents.

b. Claims relating to the rights and/or duties of Declarant as Declarant under the Documents.

c. Claims relating to the design, construction, or maintenance of the Property.

16.1.2. "**Claimant**" means any Party having a Claim against any other Party.

16.1.3. "**Exempt Claims**" means the following claims or actions, which are exempt from this Article:

a. The Association's claim for assessments, and any action by the Association to collect assessments.

b. An action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.

c. Enforcement of the easements, architectural control, maintenance, and use restrictions of this Declaration.

d. A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

16.1.4. **"Respondent"** means the Party against whom the Claimant has a Claim.

16.2. MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

16.3. NOTICE. Claimant must notify Respondent in writing of the Claim (the **"Notice"**), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Section.

16.4. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

16.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within 120 days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have 30 additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least 5 years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

16.6. TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 30 days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

16.7. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorneys' fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

16.8. ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the

Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorneys' fees and court costs.

16.9. GENERAL PROVISIONS. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article.

16.10. LITIGATION APPROVAL AND SETTLEMENT. To encourage the use of alternate dispute resolution and discourage the use of costly and uncertain litigation, the initiation of any judicial or administrative proceeding by the Association is subject to the following conditions in addition to and notwithstanding the above alternate dispute resolution procedures. In addition to and notwithstanding the above alternate dispute resolution procedures, the Association may not initiate any judicial or administrative proceeding without the prior approval of owners of at least a majority of the lots, except that no such approval is required (1) to enforce provisions of this Declaration, including collection of assessments; (2) to challenge condemnation proceedings; (3) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (4) to defend claims filed against the Association or to assert counterclaims in a proceedings instituted against the Association; or (5) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of owners in order to preserve the status quo. The Board, on behalf of the Association and without the consent of owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims. This Section may not be amended without the approval of owners of at least 75 percent of the lots.

16.11. CONSTRUCTION-RELATED DISPUTES. In addition to the above procedures, a claim relating to an alleged construction defect may be governed by Texas statutes relating to residential construction, such as:

16.11.1. RCLA. Under Chapter 27 of the Texas Property Code, the Residential Construction Liability Act, if an owner has a complaint concerning an alleged construction defect, and if the alleged defect has not been corrected through normal warranty service, the owner must provide the notice required by Chapter 27 of the Texas Property Code to the builder or contractor by certified mail, return receipt requested, not later than the 60th day before the date owner files suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the alleged construction defect. If requested by the builder or contractor, the owner must provide the builder or contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

ARTICLE 17
GENERAL PROVISIONS

17.1. COMPLIANCE. The owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

17.2. HIGHER AUTHORITY. The Documents are subordinate to federal and state law, and local ordinances. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with local, state, or federal law or ordinance.

17.3. NOTICE. All demands or other notices required to be sent to an owner or resident by the terms of this Declaration may be sent by ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. If an owner fails to give the Association an address for mailing notices, all notices may be sent to the owner's lot, and the owner is deemed to have been given notice whether or not he actually receives it.

17.4. CHANGING TECHNOLOGY. The Documents are drafted at the end of an era that uses ink on paper to communicate, to give notice, and to memorialize decisions. The next era of communication may be paperless, relying on electronic communications for many activities that are customarily papered on the date of this Declaration. As technology changes, the terms of the Documents that pertain to communications, notices, and documentation of decisions may be interpreted and applied in ways that are consistent with any customary for the then-current technology for standard business practices, without necessity of amending the Governing Document.

17.5. LIBERAL CONSTRUCTION. The terms and provision of each Document are to be liberally construed to give effect to the purposes and intent of the Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved in favor of the operation of the Association and its enforcement of the Documents, regardless which party seeks enforcement.

17.6. SEVERABILITY. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

17.7. CAPTIONS. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

17.8. APPENDIXES. The following appendixes are attached to this Declaration and incorporated herein by reference:

A - Description of Subject Land
B - Construction Specifications
C - Declarant Reservations

17.9. INTERPRETATION. Whenever used in the Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

17.10. DURATION. Unless terminated or amended by owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

17.11. COMPLIANCE WITH APPLICABLE LAW. It is the intent of the Declarant that the provisions of this Declaration comply with the applicable provisions of Sections 202, 207 and 209 of the Texas Property Code, as amended, and any other provisions of applicable law. The invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision. To the extent necessary to make a provision that is otherwise invalid or unenforceable, valid and enforceable in accordance with the provisions of Sections 202, 207 and 209 of the Texas Property Code, as amended, and any other provisions of applicable law, such invalid or unenforceable

provision may be interpreted as being reformed to comply with the provisions of Sections 202, 207 and 209 of the Texas Property Code, as amended, and any other provisions of applicable law.

[Signature Page to Follow]

SIGNED AND ACKNOWLEDGED

SIGNED on this day of May 10, 2016.

MISTY WOODS, LLC,
a Texas limited liability company

By: _____
Randy Dym, Manager

STATE OF TEXAS §
§
COUNTY OF BEXAR §

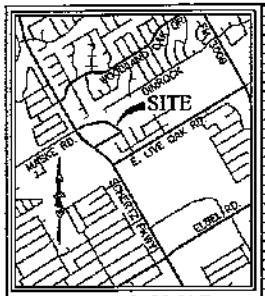
This instrument was acknowledged before me on the 10th day of May, 2016, by Randy Dym, Manager of Misty Woods, Ltd, a Texas limited liability company.

MEGAN CHRISTIAN ARMEL
Notary Public, State of Texas
My Commission Expires
September 03, 2016

_____
Notary Public, State of Texas

APPENDIX A
DESCRIPTION OF SUBJECT LAND

Lots 1 through 21, Block 1; Lots 1 through 12, Block 2; Lots 1 through 14, Block 3, of MISTY WOODS SUBDIVISION, an addition to the City of Schertz, Guadalupe County, Texas, according to the Record Plat thereof recorded in Volume 8, Paged 519 of the Plat Records of Guadalupe County, Texas.



LOCATION MAP

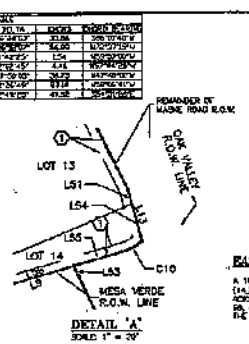
N.T.S.

LEGEND

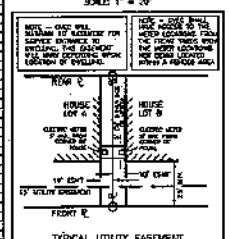
- OVERALL BOUNDARY LINE
- STREET RIGHT-OF-WAY LINE
- LOT PROPERTY LINE
- UTILITY EASEMENT LINE
- B.S.L. BUILDING SETBACK LINE
- U.E. UTILITY EASEMENT
- FND. 1/2" R FOUND 1/2" REBAR
- L.S. BUFFER LANDSCAPE BUFFER
- PROPERTY CORNER OF PARENT TRACT
- 1 3' NON-ACCESS EASEMENT

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C2	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C3	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C4	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C5	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C6	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C7	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C8	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C9	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C10	5.26	25.00	2.61	12°03'05"	5.25	S52°08'38"E
C11	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C12	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C13	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C14	5.26	25.00	2.61	12°03'05"	5.25	S64°04'43"E
C15	24.48	15.00	15.23	93°29'33"	21.89	S54°21'38"W
C16	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C17	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C18	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C19	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C20	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C21	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C22	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C23	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C24	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C25	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C26	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C27	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C28	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C29	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C30	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C31	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C32	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C33	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C34	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C35	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C36	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C37	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C38	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C39	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C40	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C41	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C42	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C43	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C44	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C45	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C46	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C47	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C48	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C49	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C50	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C51	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C52	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C53	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C54	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C55	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C56	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C57	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C58	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C59	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C60	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C61	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C62	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C63	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C64	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C65	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C66	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C67	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C68	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C69	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C70	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C71	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C72	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C73	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C74	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C75	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C76	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C77	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C78	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C79	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C80	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C81	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C82	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C83	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C84	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C85	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C86	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C87	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C88	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C89	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C90	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C91	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C92	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C93	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C94	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C95	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C96	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C97	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C98	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C99	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C100	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C101	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C102	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C103	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C104	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C105	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C106	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C107	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C108	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C109	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C110	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C111	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C112	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C113	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C114	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C115	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C116	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C117	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C118	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C119	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C120	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C121	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C122	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C123	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C124	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C125	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C126	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C127	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C128	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C129	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C130	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C131	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C132	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C133	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C134	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C135	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C136	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C137	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C138	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C139	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C140	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C141	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C142	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C143	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C144	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C145	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C146	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C147	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C148	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C149	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C150	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C151	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C152	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C153	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C154	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C155	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C156	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C157	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C158	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C159	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C160	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C161	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C162	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C163	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C164	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C165	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C166	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C167	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C168	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C169	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C170	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C171	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C172	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C173	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E
C174	157.61	325.00	80.31	27°47'19"	156.06	S76°06'24"W
C175	39.70	25.00	25.43	90°57'21"	35.65	S38°09'04"E
C176	19.36	25.00	10.14	44°21'31"	18.88	S67°49'46"E
C177	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C178	8.53	75.00	4.27	6°31'01"	8.52	N82°01'41"E
C179	64.73	125.00	33.15	29°40'34"	64.00	N75°08'11"E
C180	47.12	325.00	23.58	8°18'31"	47.08	N86°10'11"E
C181	39.89	25.00	25.63	91°24'58"	35.80	S31°50'01"E
C182	39.27	25.00	25.00	90°00'00"	35.36	S58°10'11"W
C183	19.57	75.00	9.84	14°57'07"	19.51	S82°39'15"E
C184	24.48	15.00	15.23	93°29'33"	21.89	S38°21'38"W
C185	23.56	15.00	15.00	90°00'00"	21.21	N37°49'49"E
C186	23.12	75.00	11.62	17°39'51"	23.02	N77°19'15"E

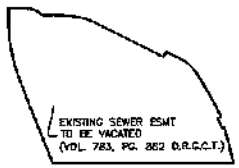
LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00	S00°49'49"W
L2	12.18	N89°10'11"W
L3	70.00	N00°49'49"E
L4	34.32	N00°49'49"E
L5	60.66	S77°49'49"E
L6	97.73	S00°49'49"W
L7	6.00	N89°10'11"W
L8	60.00	N00°49'49"E
L9	95.53	N44°10'11"W
L10	62.61	N89°49'49"E
L11	21.49	N44°10'11"W
L12	6.48	N45°10'11"W
L13	12.65	S45°10'11"E
L14	42.57	N45°10'11"W
L15	29.60	N89°10'11"W
L16	20.84	N00°49'49"E
L17	7.19	N54°49'49"E
L18	7.48	N89°10'11"W
L19	20.00	S89°10'11"E
L20	60.00	S00°49'49"W
L21	60.32	N89°10'11"W
L22	94.84	N89°10'11"W
L23	L40	S00°49'49"W
L24	29.66	N89°10'11"W
L25	17.45	S00°49'49"W
L26	30.89	N89°10'11"W
L27	36.89	N00°49'49"E
L28	69.59	S89°10'11"E
L29	L40	S00°49'49"W
L30	20.66	N89°10'11"W
L31	20.66	S00°49'49"W
L32	36.89	N89°10'11"W
L33	60.29	N44°10'11"W
L34	37.22	S44°10'11"E
L35	4.48	N44°10'11"W
L36	20.00	N00°49'49"E
L37	69.79	S89°10'11"E
L38	69.59	S89°10'11"E
L39	L40	S00°49'49"W
L40	20.66	S89°10'11"E
L41	20.66	S00°49'49"W
L42	36.89	N89°10'11"W
L43	30.74	S89°10'11"E
L44	45.11	S89°10'11"E
L45	36.35	S89°10'11"E
L46	63.20	S89°10'11"E
L47	9.86	S89°10'11"E
L48	19.14	N89°10'11"W
L49	45.13	S89°10'11"E
L50	30.29	N89°10'11"W
L51	63.20	S89°10'11"E
L52	9.86	S89°10'11"E
L53	3.19	N45°49'49"E
L54	37.51	S89°10'11"E
L55	2.65	S89°10'11"E
L56	6.93	S89°10'11"E
L57	30.18	S44°10'11"E
L58	21.75	S44°10'11"E



DETAIL 'A'
SCALE 1" = 20'



TYPICAL UTILITY EASEMENT



EASEMENT BEING VACATED

A 15.00 FOOT STANTARY SEWER EASEMENT BEING 0.326 ACRES (14,206 SQ. FT.) OF LAND OUT OF THE WILFORD AND ROSEMARIE ACKERMANN 25.00 AC. TRACT, TORRIBIO HERRERA SURVEY NO. 68, ABSTRACT NO. 153 RECORDED IN VOLUME 231, PAGE 206 OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS.



STATE OF TEXAS

COUNTY OF GUADALUPE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Don McCrary 4/6/16
REGISTERED PROFESSIONAL LAND SURVEYOR



STATE OF TEXAS

COUNTY OF GUADALUPE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Don McCrary 4/6/16
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS

COUNTY OF GUADALUPE

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS MISTY WOODS SUBDIVISION TO THE CITY OF SCHERTZ, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATES FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER
RANDY DYA - MANAGER

STATE OF TEXAS

COUNTY OF GUADALUPE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RANDY DYA 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 PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF MAY 2016

ROBERT DON MCCRARY JR
Notary Public
STATE OF TEXAS
My Comm. Exp. May 15, 2016

Robert Don McCrary
NOTARY PUBLIC
GUADALUPE COUNTY, TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.

Kathryn J Woodlee 4-7-16
CITY ENGINEER



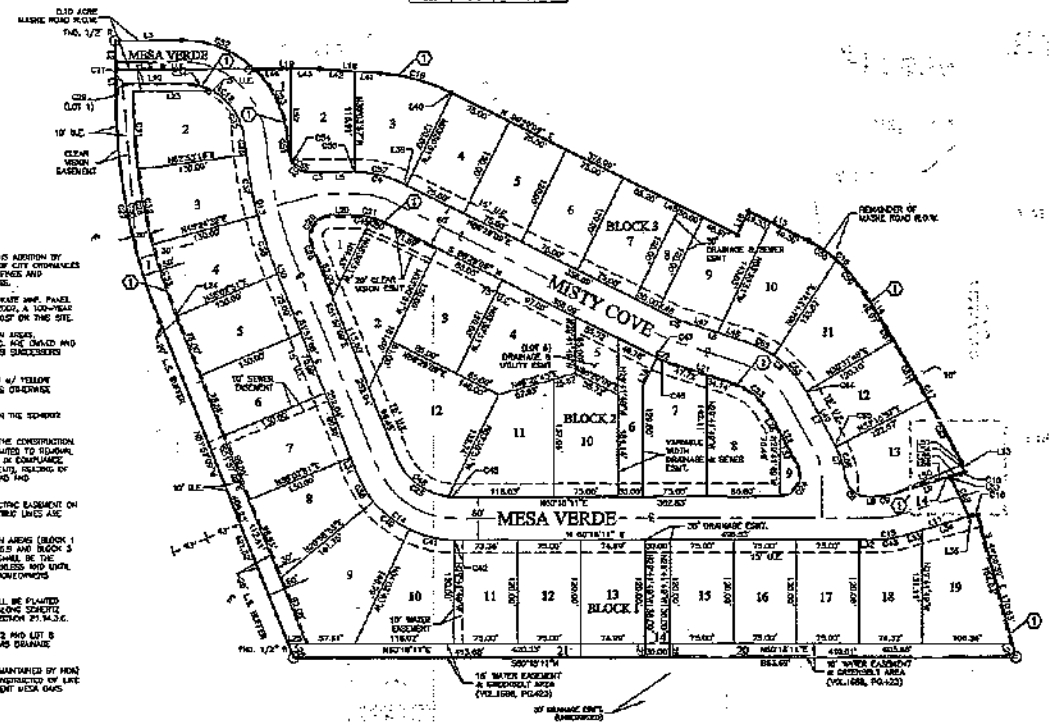
THIS PLAT OF MISTY WOODS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS 27th DAY OF April 2016

BY: CHAIRPERSON

SECRETARY





NOTES

1. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCES AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND PERMITS.

2. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 481 B0029H, DATED NOVEMBER 2, 2000, A 100-YEAR FLOODPLAIN ZONE "A" DOES NOT EXIST ON THIS SITE.

3. ALL PRIVATE OPEN SPACES, DRAINAGE AREAS, GREENBELTS, DRAINAGE EASEMENTS ETC. ARE OWNED AND MAINTAINED BY THE DEVELOPER OR ITS SUCCESSORS AND/OR ASSIGNS.

4. 1/2" REBAR SET AT ALL CORNERS w/ YELLOW PLASTIC CAP STAMPED #3403, UNLESS OTHERWISE NOTED.

5. ALL OF THIS SUBDIVISION IS WITHIN THE SCHERTZ CITY LIMITS.

6. ALL UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS AS COMPLIANCE WITH THE TREE MITIGATION REQUIREMENTS), READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITIES.

7. G.V.E.C. TO HAVE A 5' WIDE ELECTRIC EASEMENT ON ALL ROAD CROSSINGS IN WHICH ELECTRIC LINES ARE PLACED.

8. THE MAINTENANCE OF THE COMMON AREAS (BLOCK 1 LOTS 1,14,20,21, BLOCK 2 LOTS 13&18 AND BLOCK 3 LOTS 1,8,14) SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER UNLESS AND UNTIL DESIGNATED TO AND ACCEPTED BY A HOMEOWNERS ASSOCIATION.

9. 1 TREE PER 30 LINEAR FEET SHALL BE PLANTED WITHIN THE LANDSCAPE GREENBELT ALONG SCHERTZ PARKWAY IN ACCORDANCE TO SEC. SECTION 21.14.3.K.

10. LOT 14 BLOCK 1, LOT 8 BLOCK 2 AND LOT 8 BLOCK 3 SHALL ALL BE DESIGNATED AS DRAINAGE EASEMENTS.

11. 20' LANDSCAPE BUFFER (TO BE MAINTAINED BY HOA) AND 8' MASONRY WALL SHALL BE CONSTRUCTED OF LIKE OR SIMILAR MATERIALS AS THE ADJACENT MESA OAKS DEVELOPMENT.

ENGINEERS & SURVEYORS
523 BRESSPORT
SAN ANTONIO, TEXAS 78216-2602
(210)349-2651

THIS SUBDIVISION PLAT OF THE MISTY WOODS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. FOR RECORDATION.

AGENT FOR GUADALUPE VALLEY COOPERATIVE, INC.

THIS SUBDIVISION PLAT OF THE MISTY WOODS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY CIBOLO CREEK MUNICIPAL AUTHORITY FOR SEWER SERVICE AVAILABILITY.

AGENT FOR CIBOLO CREEK MUNICIPAL AUTHORITY

RECORD OWNER/DEVELOPER:

MISTY WOODS L.L.C.
RANDY DYA - MANAGER
11818 IH 10 WEST #109
SAN ANTONIO, TEXAS 78230
(210)-496-1409

STATE OF TEXAS
COUNTY OF GUADALUPE

I, JACQUELYN G. TREVIÑO, COUNTY CLERK OF GUADALUPE COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 13th DAY OF June A.D. 2016 AT 3:55 P.M. AND DULY RECORDED THE 15th DAY OF June A.D. 2016 AT 9:00 A.M. IN THE RECORDS OF GUADALUPE COUNTY, IN BOOK VOLUME 6 PAGE 366

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 15th DAY OF June A.D. 2016

Jacquelyn G. Treviño
COUNTY CLERK, GUADALUPE COUNTY, TEXAS
BY: Brittany Harrison, Deputy

PREPARED ON: APRIL 21, 2016 PROJ. NO. 11018 SHEET 1 OF 1

FINAL SUBDIVISION PLAT OF
MISTY WOODS SUBDIVISION

BEING 12.14 ACRES OF LAND SITUATED IN THE T. HERRERA SURVEY NO. 68, ABSTRACT 153, IN THE CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS, COMPRISED OF THAT 11.80 ACRE TRACT DESCRIBED IN VOLUME 2453, PAGE 861, DEED RECORDS OF GUADALUPE COUNTY, TEXAS, ADDITIONALLY INCLUDING A 0.10 ACRE PARCEL OF MARKE ROAD RIGHT-OF-WAY, AT SCHERTZ PARKWAY, AND A 0.24 ACRE PARCEL OF MARKE ROAD RIGHT-OF-WAY CONVEYED BY THE CITY OF SCHERTZ IN CITY ORDINANCE NO. 12-W-11 DATED MAY 8, 2012.

(47 LOTS, 36 BUILDABLE LOTS IN 3 BLOCKS)

Date: May 02, 2016, 3:58pm User ID: Marco
File: P:\11018\11018DEDICATION\11018_PLAT.dwg 8-1/2 by 11

APPENDIX B
CONSTRUCTION SPECIFICATIONS

All improvements on a lot must (1) comply with any applicable ordinances and codes of any applicable governmental authority, (2) if required by the city, county or other applicable governmental authority have a building permit issued by such governmental entity, if the type of improvement requires a permit, and (3) have the Architectural Reviewer's prior written approval. These 3 requirements are independent - one does not ensure or eliminate the need for another. The lot owner and/or owner's contractor must comply with all 3 requirements. To the extent of any conflict between the terms of this Declaration, including this Appendix B, and the requirements of any applicable ordinances and codes of any applicable governmental authority, the terms of the applicable ordinances and codes of any applicable governmental authority shall control. Without the Architectural Reviewer's prior written approval for a variance, improvements constructed on every lot must have the following characteristics:

1. ORDINANCES. All improvements on a lot must comply with the applicable ordinances of the city, county or other applicable governmental authority, in addition to the requirements of this Declaration. If the applicable ordinances and this Declaration address the same issue with different requirements, the more restrictive requirement controls

2. HOUSES. The principal improvement on a lot must be one detached single family home. The home size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Declaration, including this Appendix B, and the Architectural Reviewer. For each approximately lot on the Property, the home located on such lot must have no less than 1,750 square feet and no more than 4,500 square feet of air-conditioned living area. For purposes of the determination of the air-conditioned living area of a home, the area within the garage or porches of the home will not be included a part of the air-conditioned living area whether or not the garage or porch has air conditioning.

3. NEW CONSTRUCTION. The home must be constructed on the lot. A home or addition constructed elsewhere may not be moved onto a lot. Factory-built homes are not permitted, even though assembled or finished on the lot. The construction of a home must be started promptly after the Architectural Reviewer approves the home's plans and specification. At the start of construction - but not before - building material to be used in the construction may be stored on the lot. Once started, the home and all improvements on the lot must be completed with due diligence.

4. EXTERIOR WALL MATERIALS. The type, quality, and color of exterior wall materials must be approved by the Architectural Reviewer. For each lot on the Property a minimum of 45% percent of the home's total exterior area, minus windows and doors, or such greater percentage as required by applicable ordinances of the city, county, or other applicable governmental authority must be masonry. In addition, each home must have masonry accents on its front elevation.

5. MASONRY. For purposes of this Appendix, the following materials qualify as masonry: conventional brick and brick veneer, stone and stone veneer, glass block or brick, lathed or sprayed stucco, stone, pre-cast stone, re-cast stone, and any other similar veneer material attached to an outside wall.

6. ROOFS. Roofs must be covered with material having a manufacturer's warranty of at least 25 years. The use of fiberglass shingles is permitted. The color of roofing material must be weatherwood or an equivalent earth tone color. All roofs must have a roof pitch of no less than eight inches of rise for each twelve inches of run, provided that the roof pitch on front and rear slopes of the roof on a home and the roof over a porch or patio may be no less than six inches of rise for each twelve inches of run. The Architectural Reviewer

may permit or require other weights, materials, and colors and may grant variances to the roof pitch restrictions for all or a portion of a roof in accordance with the provisions of Section 6.1 of this Declaration

7. GARAGE & DRIVEWAY. Each home must have an attached or detached garage for at least two standard-size cars. The driveway must be surfaced with concrete. The design, materials and colors of garage doors are subject to the approval of the Architectural Reviewer, provided that garage doors must be of a neutral color that match the exterior colors of the home

8. CARPORTS. No carport may be installed, constructed, or maintained on the front of any lot or home, with or without approval of the Architectural Reviewer. No carport may be installed, constructed, or maintained on any other portion of a lot without the Architectural Reviewer's prior written consent. In other words, all carports require the written approval of the Architectural Reviewer, and carports on the front sides or front yards of homes are expressly prohibited and may not be authorized.

9. LANDSCAPING. Landscaping must be installed on all yards of the lot within 30 days after a certificate of occupancy or green tag is issued. An irrigation system will be required to serve the landscaping on all lots. The minimum landscaping requirements are:

a. A fully sodded and irrigated front, side and rear yards.
b. A fully sodded and irrigated side yard on the street side of each corner lot.
c. Five (5) ten gallon, ten (10) five gallon and fifteen (15) one gallon shrubs in the front yard.
d. Two (2) two inch (2") caliper live oak or other hardwood trees in the front yard (or side yard on a corner lot), and such additional trees as required by the tree ordinances of the applicable governmental authority and as provided in this Declaration
f. The number, type and the caliper of the trees set forth in subsection d. above are the minimum requirements. If applicable governmental ordinances requires a greater number of trees, trees of a different type or trees of a larger caliper, then the requirements of the applicable ordinances shall control.
g. The Board may adopt an approved plant and tree list for use on the lots and the plant material used on the lots is subject to approval by the Architectural Reviewer.
h. Xeriscaping will be permitted subject to approval of the plans and plant material and trees by the Architectural Reviewer. The Architectural Reviewer may deny approval, in its sole and absolute discretion, if the Architectural Reviewer determines that the plant material and trees to be used are not compatible with appearance of the landscaping on the remainder of the Property

10. ACCESSORIES. Installation of all exterior items and surfaces, including decorative hardware, external ornamentation, lights fixtures, windows, window screening, window tinting and films, awnings and exterior paint and stain, is subject to the Architectural Reviewer's prior approval, including approval of design, color, materials, and location.

11. ADDRESS NUMBERS. The address numbers on each home on the Property shall be of uniform design, style and size as established by the Declarant during the Declarant Control Period. The address numbers as selected by the Declarant may be metal or in cast stone. All landscaping near the address numbers on a home must be regularly trimmed so the address numbers will at all time remain unencumbered by landscaping and visible from the street in front of the home. Address numbers may be painted on the curb in the front of a home for safety reasons, provided that the painted numbers must be painted white against a black background in a neat and tasteful appearance.

12. MAILBOXES. If curbside mailboxes are permitted by postal authorities, the Architectural Reviewer may require a uniform size and style of mailbox and pedestal

13. FENCES & WALLS. The height of fences must be six (6) feet, except a fence may have a minimum height of five (5) feet if constructed of ornamental metal or similar materials by Declarant or Builder along water, open space or other Declarant-approved special features. Declarant constructed fences may be eight (8) feet in height. Fences must be made of wood, or other Architectural Reviewer-approved material. No fencing may be made of vinyl, plastic, chain link or other wire type material. All wood fencing, regardless of location, shall (i) be composed of spruce, cedar or redwood pickets, (ii) have pickets measuring between four (4) and six (6) inches wide which are installed vertically only (not horizontally or diagonally), (iii) have an even flat top, (iv) to the extent any portion of the fence faces a street or common area, have a "finished side" appearance facing the street or common area (no support posts or poles or structural members facing the street or common area) and have a wood cap and trim on the finished side, and (v) have supports posts made entirely of metal or cedar, redwood, treated spruce, or treated pineNo fence shall be constructed, located, placed or altered on any lot nearer to the front boundary of a lot than ten feet (10') from the point that is farthest from the front boundary of such lot between either (i) the front elevation of home constructed on such lot, or (ii) the front elevation of the home constructed on a lot that abuts the side of such lot on the side where the fence is or will be located, provided that the Architectural Reviewer may modify such requirement as is reasonably necessary to provide for lots located on cul-de-sacs, side streets or alleys and other areas that make enforcement of this restriction impractical. Retaining walls must be constructed entirely with Architectural Reviewer-approved materials, provided, however, railroad ties may not be used for a retaining wall visible from a street or common area. Fences may not be constructed between a home's front building line and the street. In addition to the foregoing requirements, the following special fencing requirements shall also apply: Subject to the requirement that any portion of a fence that faces a street or common area have a "finished side" appearance facing the street or common area, all side and rear yard wood fencing that runs along the common boundary of two or more abutting lots (whether the fencing is located entirely on one of the lots, on the common boundary of the lots or part on one lot and part on another) must be constructed, located, maintained and replaced as "good neighbor" fencing. For purposes of this Declaration, "good neighbor" fencing is wood fencing that alternates panels of the "finished side" (being the side with no visible support posts or poles or structural members) and "unfinished side" (being the side with the visible support posts or poles and structural members) of the fence facing a lot in eight (8) lineal foot sections (or shorter sections at the end of the fence as necessary to maintain the highest number of fulleight (8) lineal foot sectionsthroughout the fence).

14. FENCE STAIN. Wood fences may be left in a natural state. If stained wood fences must be stained with clear stain only, unless another colored stain is approved by the Architectural Reviewer, which may require a uniform color of stain. Wood fences may not be painted.

15. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment requiredby a public utility or applicable governmental authority; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The Architectural Reviewer may require that utility meters, risers, pedestals, and transformers be screened from view from the street and neighboring lots. Each lot will use common water, natural gas, and sewage systems with service provided as applicable by the city, county, utility district or private utility company. Individual water supply, natural gas supply and sewage disposal systems are not permitted.

16. AIR CONDITIONERS. Air conditioning equipment may not be installed in the front yard of a home. Window units are prohibited. Air-conditioning equipment and apparatus must be screened from view from the street and neighboring lots.

17. NO SUBDIVISION. No lot may be subdivided. One or more lots may be replatted with the approval of all owners of the lots directly affected by the replatting, and subject to the approval of the city, county, or other applicable governmental authority. The parties executing the replat will provide a copy of the recorded replat to the Association. Replatting of lots may not alter the number of votes and assessments allocated to the lots as originally platted. If replatting reduces the number of lots by combining lots, the joined lot will have the votes and assessments allocated to the lots as originally platted.

18. DEBRIS. No lot or other part of the Property may be used a dumping ground. Waste materials incident to construction or repair of improvements on a lot may be stored temporarily on the lot during construction while work progresses and must be removed when construction or repair is complete.

19. CHIMNEYS. All fireplace flues, smoke stacks and spark arrestors shall be one hundred percent (100%) metal and the exterior of the chimney shall be one hundred percent (100%) masonry, stucco or hardy Board construction and shall otherwise be of materials architecturally compatible with the finish material of the exterior walls of thehome or otherwise approved by theArchitectural Reviewer.

20. ELEVATION AND BRICK AND MASONRY REPETITION. The Architectural Reviewer may, in its sole and absolute, discretion deny a front elevation or brick color or masonry stone for a particular lot if a substantially similar front elevation or brick color or masonry stone exists (i) on a lot within two (2) lots on the same side of the street of the lot on which the front elevation or brick color or masonry stone is proposed or (ii) on a lot across the street from the front elevation or on either side of such lot across the street from the front elevation of lot on which the front elevation or brick color or masonry stone is proposed. The Architectural Reviewer may adopt additional requirements concerning substantially similar front elevation or brick color or masonry stone constructed in proximity to each other, and reserves the right to reject a front elevation or brick color or masonry stone that closely resembles that of a nearby home or in any way detracts from the overall street scene.

21. TIMING OF CONSTRUCTION. The construction of a home by a homebuilder must be started promptly after receiving approval from the Architectural Reviewer and completed with due diligence. Unless otherwise approved in advance by the Architectural Reviewer, each single family home much be completed on or before the expiration of 240 days after the commencement of construction.

22. HOURS OF CONSTRUCTION. The Declarant, as developer of the Property, is concerned about construction activity noise emanating from one lot to another. Accordingly, unless a written waiver is obtained from the Architectural Reviewer, construction activitieson a lot which cause noise to be emanated beyond the boundary of the lot, including, but not limited to, the starting of construction motors and engines, the delivery of construction materials and the rendering of trash services to a lot, other than between the hours set forth, is prohibited.

Until 75 percent of the homes in the Property are completed and owner occupied:

6:00 a.m. to 8:00 p.m., Monday through Friday and 7:00 a.m. to 8:00 p.m. on Saturday, Sunday and legal holidays in which banks in the State of Texas are authorized to close(a "Legal Holiday").

After 75 percent of the homes in the Property are completed and owner occupied:

7:00 a.m. to 8:00 p.m., Monday through Friday and8:00 a.m. to 5:00 p.m. on Saturday, Sundays and Legal Holidays.

Notwithstanding the foregoing, if there is a reasonable likelihood that the quality of a concrete pour of a home will be adversely affected by atmospheric conditions, then such concrete pouring activities may begin no earlier that 5:00 a.m. Monday through Friday, except for Legal Holidays

.

APPENDIX C
DECLARANT RESERVATIONS

1. GENERAL PROVISIONS.

a. Introduction. Declarant intends the Declaration to survive beyond the initial development, construction, marketing and control of the Property and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, Declarant is compiling the Declarant-related provisions in this Appendix.

b. General Reservation & Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Appendix and any other Document, this Appendix controls. This Appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

c. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of owners and mortgagees.

d. Definitions. As used in this Appendix and elsewhere in the Documents, the following words and phrases, when capitalized, have the following specified meanings:

i. **"Builder"** means a person or entity which purchases, or contracts to purchase, a lot from Declarant or from a Builder for the purpose of constructing a home for resale or under contract to an owner other than Declarant. As used in this Declaration, Builder does not refer to Declarant or to any home building or home marketing company that is an affiliate of Declarant, even though Declarant or any home building or home marketing company that is an affiliate of Declarant may construct homes on the lots. Gehan Homes, Ltd. is a Builder for purposes of this Declaration.

ii. **"Declarant Control Period"** means that period of time during which Declarant controls the operation of the Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earlier of:

(a) Ten (10) years from date this Declaration is recorded.

(b) Four (4) months after title to ninety-five percent (95%) of the lots that may be created in the Property has been conveyed to owners other than Builders.

e. Builders. The Builders intend to construct homes on the lots. Declarant may sell the lots to one or more Builders to improve the lots with homes to be sold and occupied. From time to time, Declarant may invite a Builder to share in the exercise of any, some, or all of its easements and rights, without any formality other than the consent of Declarant and Builder. Notwithstanding such sharing, a Builder will not become a Successor Declarant, or assume the duties and liabilities of Declarant under this Declaration unless Builder and Declarant join in an instrument that assigns and transfers Declarant rights and duties under this Declaration, signed and acknowledged by both Declarant and Builder, and recorded in Real Property Records of each County in which the Property is located.

2. DECLARANT CONTROL PERIOD RESERVATIONS. Declarant reserves the following unilateral powers, rights, and duties during the Declarant Control Period:

a. Officers & Directors. During the Declarant Control Period, Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be members or owners, and each of whom is indemnified by the Association as a "Leader," subject to the provisions of Section 209.00591 of the Texas Property Code.

b. Weighted Votes. During the Declarant Control Period, the vote appurtenant to each lot owned by Declarant is weighted 10 times that of the vote appurtenant to a lot owned by another owner. In other words, during the Declarant Control Period, Declarant may cast the equivalent of 10 votes for each lot owned by Declarant on any issue before the Association. On termination of the Declarant Control Period and thereafter, the vote appurtenant to Declarant's lots is weighted uniformly with all other votes.

c. Budget Funding. During the Declarant Control Period only, Declarant may, but shall not be obligated to, fund the difference between the Association's operating expenses and the regular assessments received from owners other than Declarant, and may provide any additional funds necessary to pay actual cash outlays of the Association.

d. Declarant Assessments. During the Declarant Control Period, any real property owned by Declarant or its affiliates is not subject to assessment by the Association.

e. Builder Obligations. During the Declarant Control Period only, Declarant has the right but not the duty (1) to reduce or waive the assessment obligation of a Builder, and (2) to exempt a Builder from any or all liabilities for transfer-related fees charged by the Association or its manager, provided the agreement is in writing. Absent such an exemption, any Builder who owns a lot is liable for all assessments and other fees charged by the Association in the same manner as any owner unless otherwise provided in this Declaration.

f. Builder HOA Sale Fees. During the Declarant Control Period only, Declarant has the right but not the duty to exempt a Builder from any or all HOA Sale Fees provided for herein, provided the agreement is in writing.

g. Commencement of Assessments. During the initial development of the Property, Declarant may elect to postpone the Association's initial levy of regular assessments until a certain number of lots are sold. During the Declarant Control Period, Declarant will determine when the Association first levies regular assessments against the lots.

h. Budget Control. During the Declarant Control Period, the right of owners to veto assessment increases or special assessments is not effective and may not be exercised.

i. Organizational Meeting. Within 60 days after the end of the Declarant Control Period, or sooner at the Declarant's option, Declarant will call an organizational meeting of the members of the Association for the purpose of electing, by vote of the owners, directors to the Board. Written notice of the organizational meeting must be given to an owner of each lot at least 10 days before the meeting. For the organizational meeting, owners of 10 percent of the lots constitute a quorum. The directors elected at the organizational meeting will serve until the next annual meeting of the Association or a special meeting of the Association called for the purpose of electing directors, at which time the staggering of terms will begin.

3. DEVELOPMENT PERIOD RESERVATIONS. Declarant reserves the following unilateral easements and rights, exercisable at Declarant's sole discretion, at any time during the Development Period:

a. Platting. If the Property includes unplatted parcels, they may be platted in whole or in part, and in phases. The right to plat belongs to the owner of the unplatted parcel, provided, however, that a plat that creates common areas or obligations for the Association must also be approved by Declarant. Declarant's right to have the Property platted, or to approve such plats, is for a term of years and does not require that Declarant own land described in Appendix A at the time or times Declarant exercises its right of platting.

b. Expansion. The Property is subject to expansion. During the Development Period, Declarant may - but is not required to - annex any of the following real property to this Declaration: (1) in any addition or subdivision platted by the city or county as a phase or section of Misty Woods, (2) any real property which is contiguous with, adjacent to, or within 1,000 feet of any real property that is subject to this Declaration, or (3) any real property located in a planned development district created by the city, county, or other applicable governmental authority for the property subject to this Declaration. Declarant annexes real property by subjecting it to the Declaration and the jurisdiction of the Association by recording a supplemental declaration or declaration of annexation, executed by Declarant, in the Real Property Records of each County in which the Property and additional real property is located. The supplemental declaration or declaration of annexation must include a description of the additional real property or a reference to the recorded plat that describes the additional real property. Declarant's right to annex real property is for a term of years and does not require that Declarant own land described in Appendix A at the time or times Declarant exercises its right of annexation.

c. Withdrawal. During the Development Period, Declarant may withdraw from the Property any portion of the real property (1) that is not platted with lots or (2) that is platted as a phase of Misty Woods, provided that no lot in the phase to be withdrawn has been conveyed to an owner other than Declarant or a Builder

d. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Subject to approval by (1) a governmental entity, if applicable, and (2) the owner of the land or lots to which the change would directly apply (if other than Declarant), Declarant may (a) change the sizes, dimensions, and configurations of lots and streets; (b) change the minimum home size; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Property. Declarant may also effect redesigns or reconfigurations of the common area, add additional areas to the common area, and execute any open space declarations applicable which may be permitted in order to reduce property taxes.

e. Builder Proxies. During the Development Period, Declarant serves as the proxy for the Builder-owned lots in all votes of the owners. By acquiring a lot from Declarant, each Builder (1) appoints Declarant as its proxy, (2) acknowledges valuable consideration was received by the Builder that in consideration therefore the proxy may not be revoked by the Builder, (3) authorizes Declarant to represent it and to vote on its behalf on any matter upon which the Builder would be entitled to vote if personally present and (4) authorizes Declarant to substitute any other person to act under this proxy. This appointment of irrevocable proxy is made for a term of eleven (11) months and is automatically self-renewing for an additional term of eleven (11) months and terminates as to a particular lot when Builder conveys such lot.

f. Builder Limitations. Declarant may require its approval (which may not be unreasonably withheld) of all documents and materials used by a Builder in connection with the development and sale of lots, including without limitation promotional materials; deed restrictions; forms for deeds, lot sales, disclosures concerning the Declaration and lot closings. Without Declarant's prior written approval, a Builder may not use a sales office or model in the Property to market homes, lots, or other products located outside the Property.

g. Architectural Control. During the Development Period, Declarant has the absolute right to serve as the Architectural Reviewer pursuant to Article 5 of the Declaration. Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under Article 5 and this Appendix to (1) an architectural control committee appointed by the Board, or (2) a committee comprised or architects, engineers, or other persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (1) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (2) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant also has the unilateral right to exercise architectural control over vacant lots in the Property. Neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of new homes and related improvements on vacant lots as long as the new homes and related improvements are constructed in accordance with the construction specifications set forth in Appendix B attached to the Declaration

h. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other owners or any mortgagee, for any purpose.

i. Completion. During the Development Period, Declarant, or parties to whom Declarant provides permission, have (1) the right to complete or make improvements indicated on the plat; (2) the right to sell or lease any lot owned by Declarant; and (3) an easement and right to erect, construct, and maintain on and in the common area and lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

j. Easement to Inspect & Right to Correct. During the Development Period, Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a screening fence or wall located on a lot may be warranted by a change of circumstance, imprecise sitting of the original fence or wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant or the Association. During the Development Period, Declarant also reserves the right to permit Builders or Declarant's affiliates to use the easement and rights established in this paragraph for Declarant in connection with the Builder's or affiliate's activities in developing the Property, constructing homes on the Property or promoting and marketing homes built or to be built on the Property.

k. Promotion. During the Development Period, Declarant reserves for itself an easement and right to place or install signs, banners, ground mounted or other mounted flagpoles, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other owners and residents, for purposes of promoting, identifying, and marketing the Property and/or Declarant's homes, lots, developments, or other products located outside the Property. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events - such as open houses, MLS tours, and broker parties - at the Property to promote the sale of lots. During the Development Period, Declarant also reserves (1) the right to permit Builders or Declarant's affiliates to use the easement and rights established in this paragraph for Declarant in connection with the Builder's or affiliate's activities in promoting and marketing homes built and to be built on the Property, and when permitted by Declarant, outside the Property, and (2) the right to exempt Builders from the sign and flagpole restriction in this Declaration. Declarant hereby permits Gehan Homes, Ltd. to use the easement and rights established in this paragraph for Declarant in connection with activities by Gehan Homes, Ltd. of promoting and marketing homes built and to be built on the Property. Declarant exempts Gehan Homes, Ltd. from the sign and flagpole restriction in this Declaration.

l. Offices. During the Development Period, Declarant reserves for itself the right to use homes owned or leased by Declarant as model homes, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant's developments or other products located outside the Property. Also, Declarant reserves for itself the easement and right to make structural changes and alterations on and to lots and homes used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted herein. During the Development Period, Declarant also reserves the right to permit Builders or its affiliates to use the rights established in this paragraph in connection with the Builder's or affiliate's activities in promoting and marketing homes built or to be built on the Property, and when permitted by Declarant, outside the Property.

m. Access. During the Development Period, Declarant has an easement and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the homebuying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of lots and homes by Declarant, its affiliates, or Builders, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

n. Easements. During the Development Period, Declarant may grant permits, licenses, and easements over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the easements on any lot, as shown on the plat or established by separate instrument, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security.

o. Assessments. For the duration of the Development Period after the Declarant Control Period, lots owned by Declarant are not subject to assessment. After the Development Period, Declarant is liable for assessments on each lot owned in the same manner as any owner.

p. Land Transfers. During the Development Period, any transfer of an interest in the Property to or from Declarant is not subject to any transfer-related provision in the Documents, including without limitationan obligation for transfer or resale certificate fees, and the transfer-related provisions of Article 7 and Article 8 of this Declaration. The application of this provision includes without limitation lot take-downs, sale of lots to Builders, and sale of lots to homebuyers.

4. COMMON AREAS. Declarant will convey title to the common area to the Association by a deed - with or without warranty. Any initial common area improvements prior to conveyance of the common area to the Association will be installed, constructed, or authorized by Declarant, the cost of which is not a common expense of the Association. At the time of conveyance to the Association, the common area will be free of encumbrance except for the property taxes accruing for the year of conveyance, the obligations and liens established by this Declaration, all matters of record, other than liens, affecting the common area in the Real Property Records of the County in which the common area is located, and all matters a true and correct survey of the common area would reveal. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the owners. The transfer of control of the Association at the end of the Declarant Control Period is not a transfer of common areas requiring inspection, evaluation, acceptance, or approval of common area improvements by the owners.

5. INITIAL FUNDS FOR ASSOCIATION. Declarant may require purchasers of lots to make one-time contributions to the Association's funds,as follows:

a. Builder Initialization Fee. The Declarant may require that a Builder who buys a lot from Declarant will pay a one-time initialization fee to the Association to initialize the Association's operating funds in an amount determined by Declarant and provided to Builder in a written notice or other agreement with Declarant. The fee will be collected on the closing of the sale of the lot to the Builder. If a Builder's fee is not collected at closing, Builder remains liable for the fee until it is received by the Association. The initialization fee is not an advance payment of regular assessments and is not refundable to the Builder or to Builder's successors in title. This may not be construed to prevent a selling Builder from negotiating reimbursement of the fee from a purchaser.

b. When Declarant Control Ends Declarant will transfer any balanceof any Builder fees actually received by the Declarant to the Association on or before termination of the Declarant Control Period. Declarant may not use either fund to defray Declarant's development expenses or construction costs, but may use the funds to pay operating expenses of the Association.

c. Gehan Homes, Ltd., will pay all fees charged by the Association and/or any management company of the Association at each Closing due to or in connection with the sale of the Lots by Declarant to Gehan Homes, Ltd. (including but not limited to, charges for working capital reserves or transfer fees, resale certificate fees, initiation fees or similar fees).

6. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, ofor all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarantand Successor Declarant, and recorded in the Real Property Records of each County in which the Property is located. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

Env → Sara Dysart
112 E Pecan Ste 3050
San Antonio, TX 78205

2016013440
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
06/24/2016 9:18:43 AM
PAGES: 53
TERESA KIEL, COUNTY CLERK
GUADALUPE COUNTY, TEXAS
Teresa Kiel