

alate
#18612-

Rec \$11.00 Return to Oak Hollow Corporation, c/er Lloyd A. Denton
8103 Broadway, San Antonio, Texas 78209

RESTRICTIVE COVENANTS 96877 15-I 11.00
OAK MEADOW UNIT #3

912279 DEED SAN ANTONIO, BEXAR COUNTY, TEXAS

STATE OF TEXAS I
COUNTY OF BEXAR I

KNOW ALL MEN BY THESE PRESENTS:

That we, OAK HOLLOW CORPORATION, a Texas corporation, acting herein by and through its duly authorized officers, as owner, do hereby adopt and impress the following Restrictive Covenants upon only the following-described property, which is hereby designated as a separate and distinct divisional unit:

- Lots 18 through 33 inclusive, Block 12
- Lots 1 through 16 inclusive, Block 13
- Lots 1 through 16 inclusive, Block 16
- Lots 1 through 47 inclusive, Block 15
- Lots 1 through 22 inclusive, Block 16
- Lots 1 through 11 inclusive, Block 17

OAK MEADOW UNIT #3, situated in Bexar County, Texas, according to map or plat recorded in Volume 8200, Page 45, Deed and Plat Records of Bexar County, Texas.

OAK HOLLOW CORPORATION hereby certifies that it has subdivided the above-described land as shown by the map and plat of such subdivision, which map and plat has heretofore been filed as the true and correct survey, map, and plat thereof, and which subdivision is and shall be known as OAK MEADOW UNIT #3.

For the benefit of itself as owner of the land in said subdivision, and for the use and benefit of present or subsequent owner or owners of any lot therein, as well as the use and benefit of all future owners thereof, the following Covenants are made and adopted to run with the land as hereinafter set out.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. The term parties or party does not include the Architectural Control Committee hereinafter appointed by these Restrictive Covenants.

COVENANTS

1. SINGLE-FAMILY RESIDENTIAL LOTS: Lots in OAK MEADOW UNIT #3 shall be known and described as single-family residential lots.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and a plot plan showing the location of the structures have been approved by the Architectural Control Committee as to general compatibility of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, placed, or altered, the Architectural Control Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear, and side elevations on submitted plans. Considerations such as size, setback, cost, and other specific objective requirements are separate and apart from the function of the Architectural Control Committee. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built in the subdivision.

3. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP, AND PROCEDURE: The initial Architectural Control Committee is composed of Lloyd A. Denton and Robert A. Nelson, 8103 Broadway, San Antonio, Bexar County, Texas, and Dan Sitterle, 3520 North FM 1604 East, San Antonio, Bexar County, Texas. A majority of the Committee may elect successors, in the event of resignation or vacancy, or designate a representative to act for it at any time or for any period. In the event of death or resignation

Vol 1172 Page 670

of any member of the Committee, the remaining members shall have full authority to designate a successor; a resignation is effective when given in writing to OAK HOLLOW CORPORATION or its successors. Neither the members of the Committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such Committee and of its designated representative and requirement of this Covenant shall cease on and after January 1, 1985; provided, however, that at any time the then record owners of a majority of the lots in this subdivision shall have the power previously exercised by said Committee, through a duly recorded instrument to extend the period during which the Committee shall exercise the powers and duties herein defined. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event this Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee be subject to any suit by anyone for damages. The owners of fifty-one (51) percent of the lots in this subdivision shall constitute the majority mentioned in the preceding paragraph.

4. DWELLING COST, QUALITY, AND SIZE: No dwelling exclusive of garages, open porches, or patios shall be permitted on any lot in this subdivision at a cost of less than \$26,000.00, based upon cost levels prevailing on the date these Covenants are recorded. Said minimum improvement cost limitations are to be revised proportionately as of the date of actual construction of such improvements on each building site, respectively, to accord with the relative change in the Federal Home Loan Bank Board Index of Residential Building Costs in San Antonio, Texas. If such index values are not available at the time of actual construction, then said minimum improvements limitations above provided shall be revised in accordance with some suitable recognized index showing fluctuations in building costs. The minimum floor area of the main structure, measured to the outside of exterior walls, exclusive of garages, open porches, patios, and detached accessory buildings, shall be not less than 1,500 square feet for one-story dwellings and 1,700 square feet for split-level and multi-level dwellings.

5. MINIMUM MASONRY 50%: For all purposes of these Restrictive Covenants, masonry includes stucco and all materials commonly referred to in the San Antonio, Texas, building industry as masonry. A minimum of fifty (50) percent of the first floor wall area to top of first floor window height and exclusive of openings shall be of masonry or masonry veneer construction, but in no case shall there be less than front and two sides masonry, except that split-level and multi-level construction may be waived by the Architectural Control Committee should the plans and specifications so indicate and the plans and specifications be approved as presented without conditions attached.

6. TWO CAR CARPORT/GARAGE REQUIRED: Each dwelling constructed in this subdivision shall have a garage or carport suitable for parking two (2) standard-size automobiles, which conforms in design and materials with the main structure.

7. DRIVEWAYS: All driveways in the subdivision shall be surfaced with concrete, asphalt, or other similar substance. The decision of the Architectural Control Committee to allow a variance in driveway location is final.

8. BOAT AND TRAILER PARKING: No boat, trailer, camper body, or similar vehicle shall be parked for storage in the driveway or front yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling unless parked to the rear of a screen fence.

9. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat, or nearer to the side street line than ten (10) feet. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to, nor further than forty-five (45) feet from the front lot line, nor nearer than five (5) feet to an interior lot line, except a detached garage or outbuilding, the front of which is not more than fifty (50) feet from the rear lot line, may be erected no nearer than three (3) feet to the inside lot line. No dwelling shall be located on any lot nearer than fifteen (15) feet to the rear lot line except dwellings on lots facing cul-de-sac streets, half cul-de-sacs, elbow corners, or on other unusually shaped lots which may be twelve (12) feet from the rear lot line when a mean horizontal distance of fifteen (15) feet is maintained from the rear lot line. For the

1 VOL 1172 PAGE 671

purpose of this Covenant, eaves, steps, and open porches, shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

10. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than forty (40) feet at the minimum setback line, nor shall any dwelling be erected or placed on any lot having less than seven thousand (7,000) square feet.

11. **WAIVER OF FRONT SETBACK REQUIREMENTS:** With written approval of the Architectural Control Committee, any building may be located further back from the front property line of a lot than provided in Paragraph 9, where in the opinion of the said Committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Should the plot plan or plat showing location of the proposed structure indicate on its face that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variance.

12. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. By acceptance of a deed to any one or more of the above described lots, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition any easements which may traverse a portion of the lot conveyed by deed, including the keeping of weeds or grass mowed within such area.

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

14. **NO TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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

16. **NO OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

17. **NO LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

18. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19. **NO INDIVIDUAL WATER SUPPLY:** No individual water supply system shall be permitted on any lot.

20. **NO INDIVIDUAL SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot.

21. **FENCES:** No fences, wall, or hedge in excess of three feet (3') shall be built or maintained forward of the front building setback line of the respective house.

22. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

23. BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE: No building previously constructed elsewhere shall be moved onto any lot in this subdivision.

24. RADIO AND TELEVISION ANTENNA: Any radio and/or television antenna erected on any building in this subdivision shall not extend more than eight (8) feet above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten (10) feet to the front wall line of the respective dwelling.

25. SIDEWALKS: Street sidewalks shall be constructed in accordance with requirements of the City of San Antonio in existing ordinances including subdivision development ordinance. All utilities shall be underground except where existing and/or required by San Antonio City Public Service Board and/or Bell Telephone Company; lots are to include curbs, gutters, and crosswalks per City specifications. Crosswalks shall extend to the curb line of both streets.

26. DRAINAGE EASEMENTS: The property owners of the following lots: Lots 20 through 30 inclusive, Block 15, and Lots 18 through 22 inclusive, Block 16, are required to maintain the private drainage easement.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

EXECUTED this the 21st day of April, 1978.

ATTEST:

Cone J. Wells

OAK HOLLOW CORPORATION

By: Lloyd A. Denton
Lloyd A. Denton, President

NATIONAL BANK OF COMMERCE OF SAN ANTONIO hereby joins in these Restrictions as mortgagee for the purpose of subordinating its lien thereto.

EXECUTED this 24th day of April, 1978.

ATTEST:
Christine Grouch
Assistant Cashier

NATIONAL BANK OF COMMERCE OF SAN ANTONIO

By: Christophe Grouch
Assistant Vice President

STATE OF TEXAS I
COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared LLOYD A. DENTON, President, OAK HOLLOW CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of April, 1978.

MADONNA ADAMS
Notary Public, Bexar County, Texas
My Commission Expires August 2, 1979

Madonna Adams
Notary Public in and for Bexar County, Texas

1 VOL 1172 PAGE 673

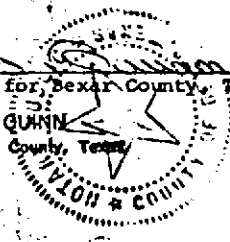
STATE OF TEXAS I
I
COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this personally appeared Christopher Crouch, Assistant Vice President, National Bank of Commerce of San Antonio, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of April, 1978.

Sandra G. Quinn
Notary Public in and for, Bexar County, Texas

SANDRA G. QUINN
Notary Public, Bexar County, Texas



STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me, and was duly RECORDED, in the Official
Public Records of Real Property of Bexar County, Texas on

JUN 15 1978



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR COUNTY, TEXAS
1978 JUN 14 PM 3:55

VOL 1172
PAGE 674