



Misty Oaks Home Owners Association

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS DECLARATION, made on the date hereinafter set forth by MEADER CONSTRUCTION COMPANY, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Bexar County, State of Texas, which is more particularly described as:

TRACT I

59.318 acres of land out of the 194.132 acre tract out of Elizabeth Plunkett Survey No. 72, County Block 4433, Bexar County, Texas, and being further described as follows:

BEGINNING at a point in the northwest R.O.W. line of Grissom Road for the southeast corner of the 59.318 acre tract, said point also being the southeast corner of the 194.132 acre tract;

THENCE along the northwest R.O.W. line of Grissom Road S 70° 33'15" W a distance of 509.20 feet to an angle point;

THENCE continuing along the northwest R.O.W. line of Grissom Road S 70° 01'36" W a distance of 1,127.11 feet to a point for the southernmost corner of this 59.318 acre tract;

THENCE leaving the northwest R.O.W. line of Grissom Road N 26° 58'24" W a distance of 178.95 feet to a point for P.C. of a curve to the left;

THENCE with said curve to the left whose radius is 500.00 feet and whose central angle is 16° 15'52" a distance of 141.93 feet to a point for the P.T. of this curve.

THENCE N 43° 14'16" W a distance of 270.68 feet to a point for the P.C. of a curve to the right;

THENCE with said curve to the right whose radius is 350.00 feet and whose central angle is 29° 42'51" a distance of 181.51 feet to a point for the P.T. of this curve.

THENCE N 13° 31'25" W a distance of 160.62 feet to a point for the westernmost corner of this 59.318 acre tract;

THENCE N 70° 01'36" E a distance of 809.11 feet to a point on a curve to the right;

THENCE with said curve to the right whose radius is 650.00 feet and whose central angle is 07° 19'26" a distance of 83.09 feet to a point for the P.R.C. of a curve to the left;

THENCE with said curve to the left whose radius is 30.00 feet and whose central angle is 110° 54'36" a distance of 58.07 feet to a point for the P.T. of this curve;

THENCE N 19° 58'24" W a distance of 50.00 to an angle point;

THENCE N 70° 01'36" E a distance of 56.07 feet to appoint for the P.C. of a curve to the left;

THENCE with said curve to the left whose radius is 15.00 feet and whose central angle is 65° 05'17" a distance of 17.04 feet to a point for the P.R.C. of a curve to the right;

THENCE with said curve to the right whose radius is 1,030.00 feet and whose central angle is 04° 44'22" a distance of 85.20 feet to a point for the P.T. of this curve;

THENCE N 09° 40'41" E a distance of 110.26 feet prior to a point for the P.C. of a curve to the left;

THENCE with said curve to the left whose radius is 40.00 feet and whose central angle is 119° 39'05" a distance of 83.53 feet to a point for the P.T. of this curve;

THENCE N 19° 58'24" W a distance of 50.00 feet to an angle point;

THENCE N 70° 01'36" E a distance of 71.61 feet to a point for the P.C. of a curve to the left;

THENCE with said curve to the left whose radius is 15.00 feet and whose central angle is 73° 56'44" a distance of 19.36 feet to a point for the P.C.C. of a curve;

THENCE with said curve to the left whose radius is 540.00 feet and whose central angle is 11° 47'11" a distance of 111.08 feet to a point for an angle point:

THENCE N 70° 01'36" E a distance of 354.08 feet to an angle point;

THENCE S 19° 58'24" E a distance of 10.00 feet to any angle point;

THENCE N 65° 12'10" E a distance of 118.94 feet to an angle point;

THENCE N 70° 01'36" E a distance of 143.52 feet to a point for the P.C. of a curve to the left;

THENCE with said curve to the left whose radius is 880.00 feet and whose center angle is 09° 28'35" a distance of 145.55 feet to a point for the P.T. of this curve;

THENCE N 60° 33'01" E a distance of 155.30 feet to a point for the P.C. of a curve to the right;

THENCE with said curve to the right whose radius is 820.00 feet and whose central angle is 10° 11'14" a distance of 145.80 feet to a point for the P.T. of this curve;

THENCE N 70° 44'15" E a distance of 915.65 feet to a point for the northernmost corner of this 59.318 acre tract;

THENCE S 19° 15'45" E a distance of 98.35 feet to a point on a curve to the right'

THENCE with said curve to the right (whose chord bearing is S 19° 15'45" E a distance of 93.30 feet) whose radius is 50.00 feet and whose central angle is 137° 47'59" a distance of 120.25 feet to an angle point;

THENCE $19^{\circ} 15'45''$ E a distance of 94.18 feet to a point for the easternmost corner of this 59.318 acre tract;

THENCE $S 70^{\circ} 33'01''$ W a distance of 957.76 feet to an angle point;

THENCE $S 08^{\circ} 54'51''$ E a distance of 1,268.54 feet to the POINT OF BEGINNING.

TRACT II

4.00 acres of land out of 194.132 acre tract out of the Elizabeth Plunkett Survey No. 72, County Block 4433, Bexar County, Texas, and being further described as follows:

BEGINNING at a point for the southernmost corner of this 4.00 acre tract said point being $N 08^{\circ} 54'51''$ W a distance of 1,268.54 feet and $N 70^{\circ} 33'01''$ E a distance of 957.76 feet from a point in the northwest R.O.W. line of Grissom Road for the southwest corner of the 194.132 acre tract;

THENCE $N 19^{\circ} 15'45''$ W a distance of 94.18 feet to a point on a curve to the left;

THENCE with said curve to the left (whose cord bearing is $N 19^{\circ} 15'45''$ W a distance of 93.30 feet) whose radius is 50.00 feet and whose central angle is $137^{\circ} 47'59''$ a distance of 120.25 feet to an angle point;

THENCE $N 19^{\circ} 15'45''$ W a distance of 98.33 feet to an angle point;

THENCE $S 70^{\circ} 44'15''$ W a distance of 55.00 feet to an angle point;

THENCE $N 17^{\circ} 45'45''$ W a distance of 238.56 feet to a point for the westernmost corner of this 4.00 acre tract;

THENCE $N 72^{\circ} 14'15''$ W a distance of 514.81 feet to a point for the northernmost corner of this 4.00 acre tract;

THENCE $S 11^{\circ} 15'39''$ W a distance of 532.36 feet to an angle point;

THENCE $S 05^{\circ} 03'54''$ W a distance of 42.35 feet to an angle point;

THENCE $S 03^{\circ} 53'10''$ E a distance of 13.57 feet to an angle point;

THENCE $S 70^{\circ} 33'01''$ W a distance of 174.46 feet to the POINT OF BEGINNING.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, and covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

- Section 1. "Association" shall mean and refer to MISTY OAKS HOMEOWNERS ASSOCIATION, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

TRACT A

4.00 acres of land out of 194.132 acre tract out of the Elizabeth Plunkett Survey No. 72, County Block 4433, Bexar County, Texas, and being further described as follows:

BEGINNING at a point for the southernmost corner of this 4.00 acre tract said point being N 08° 54'51" W a distance of 1,268.54 feet and N 70° 33'01" E a distance of 957.76 feet from a point in the northwest R.O.W. line of Grissom Road for the southwest corner of the 194.132 acre tract;

THENCE N 19° 15'45" W a distance of 94.18 feet to a point on a curve to the left;

THENCE with said curve to the left (whose cord bearing is N 19° 15'45" W a distance of 93.30 feet) whose radius is 50.00 feet and whose central angle is 137° 47'59" a distance of 120.25 feet to an angle point;

THENCE N 19° 15'45" W a distance of 98.33 feet to an angle point;

THENCE S 70° 44'15" W a distance of 55.00 feet to an angle point;

THENCE N 17° 45'45" W a distance of 238.56 feet to a point for the westernmost corner of this 4.00 acre tract;

THENCE N 72° 14'15" W a distance of 514.81 feet to a point for the northernmost corner of this 4.00 acre tract;

THENCE S 11° 15'39" W a distance of 532.36 feet to an angle point;

THENCE S 05° 03'54" W a distance of 42.35 feet to an angle point;

THENCE S 03° 53'10" E a distance of 13.57 feet to an angle point;

THENCE S 70° 33'01" W a distance of 174.46 feet to the POINT OF BEGINNING.

TRACT B

3.307 acres of land out of a 194.132 acre tract out of the Elizabeth Plunkett Survey No. 72, County Block 4433, Bexar County, Texas, and being further described as follows:

BEGINNING at a point in the northwest R.O.W. line of Grissom Road (FM 471) for the easternmost corner of this 3.307 acre tract said point being S 26° 58'24" E a distance of 3.02 feet from the south westernmost corner of Lot 8, Block 4, in Misty Oaks Subdivision, Unit-1, a subdivision recorded in Volume 7800, Page 94 in the Deed and Plat Records of Bexar County, Texas;

THENCE S 70° 01'36" W a distance of 156.31 feet along the northwest R.O.W. line of Grissom Road (FM 471) to a point for the southernmost corner of this 3.307 acre tract;

THENCE leaving the northwest R.O.W. line of Grissom Road (FM 471) N 26° 58'24" W a distance of 178.95 feet to a point for the P.C. of a curve to the left;

THENCE with said curve to the left whose radius is 500.00 feet and whose central angle is 16° 15'52" a distance of 141.93 feet to a point for the P.T. of this curve;

THENCE 43° 14'16" W a distance of 270.68 feet to point for the P.C. of a curve to the right;

THENCE with said curve to the right whose radius is 350.00 feet and whose central angle is 29° 42'51" a distance of 181.51 feet to a point for the P.T. of the curve;

THENCE N 13° 31'25" W a distance of 160.62 feet to a point for the westernmost corner of the 3.307 acre tract;

THENCE N 70° 01'36" E a distance of 151.89 feet to a point for the northernmost corner of the 3.307 acre tract;

THENCE S 13° 58'24" E a distance of 140.15 feet to a point for the P.C. of a curve to the left;

THENCE with said curve to the left whose radius is 350.00 feet and whose central angle is 30° 00'00" a distance of 183.26 feet to a point for the P.T. of this curve;

TEHNCE S 43° 58'24" E a distance of 241.49 feet to a point for the P.C. of a cure to the right;

THENCE with said curve to the right whose radius is 500.00 feet and whose central angle is 17° 00'00" a distance of 148.35 feet to a point for the P.T. of this curve;

THENCE S 26° 58'24" E a distance of 220.27 feet to the Point of Beginning and containing 3.307 acres of land, more or less.

TRACT C

Lot one (1), Block Twelve (12), County Block Four Thousand Four Hundred Thirty-three (4433), Bexar County, Texas, being a portion of the 59.318 acres herein described as Tract I.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any record subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to HEADER CONSTRUCTION COMPANY, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions;

- A. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- B. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- C. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members had been recorded.

- D. the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the common area and facilities and in all thereof to mortgage said property. The rights of any such mortgage in said properties shall be subordinate to the rights of the owners hereunder.

Section 2. Delegation of Use: Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A: "Class A" members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they amongst themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: "Class B" member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. on January 1, 1985.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments: The Declarant, for each lot owned within the Properties hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

1. annual assessments or charges, and
2. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common area.

Section 3. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment shall be sixty and no/100 dollars (\$60.00) per lot.

- A. From and after January 1 of the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.
- B. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days and no more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be

called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be on-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for each class of members and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments – Due Dates: The annual assessments provided for herein shall commence as to each lot, on the first day of the month following the conveyance of the common area, or in the event construction of improvements situated thereon is not then completed, the first day of the month following such completion of construction. Notwithstanding the foregoing, each undeveloped lot which is owned by the Declarant shall be assessed at the rate of one-fourth (1/4th) of the annual assessment hereinabove provided, until the first day of the month following the date on which such lot is first used for residential purposes. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The association shall, upon demand, and for a reasonable charge, furnish a certificated signed by an office of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the association as to the status of assessments on a lot is binding upon the association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments – Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to

mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property: All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V.

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon a lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of Ike Meader and/or Derek Meader, or a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member of members shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and the authorities of the members so replaced. In the event said committee or its designated representatives, fails to approve or disapprove such design and location with thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The 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 vague, indefinite, uncertain and capable of more than one construction. 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 for injunctive relief when such action is patently arbitrary and capricious. The powers and duties of such committee and of its designated representative, and the requirements of this covenant shall cease on or before January 1, 1986, provided, however; that at that time the then record owners of a majority of the lots in the properties controlled by these covenants shall have the power through a duly recorded written instrument to extend the operation of this covenant for any additional period of time, 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. Neither the members of

such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE VI.

USE RESTRICTIONS

The lots and the common area shall be occupied and used as follows:

- Section 1. Obstruction of Common Area: There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the Board of Directors of the Association.
- Section 2. Insurance: Nothing shall be done or kept in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in the common area which will result in the cancellation of insurance on any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.
- Section 3. Nuisances: No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the other owners. Any owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.
- Section 4. All of the above designated subdivision shall be restricted to single family dwellings only, SAVE AND EXCEPT Lots 1 through 8, Block 4, County Block 4433, Lots 1 through 14, Block 1, County Block 4433 and Lots 1 through 6, Block 6, County Block 4433, which shall be restricted to single family or duplex (two family) dwellings. No store or business house, apartment, no gas or oil or automobile service station, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling units and such outbuildings as are customarily appurtenant to dwellings, each unit being designed to occupancy for a single family.
- Section 5. Residential structures shall not exceed two (2) stories in height above street level.
- Section 6. No residence of a temporary character shall be permitted on any lot. No existing dwelling shall be moved on to any lot in this subdivision.
- Section 7. No shack, basement, garage, trailer, tent, barn or other outbuilding, erected on or moved onto any lot in the subdivision, shall at any time be used as a residence temporarily or permanently, except that a garage, or attached building may be used as

living quarters by servants engaged in full time employment on the premises, and not employed as a servant elsewhere.

- Section 8. No noxious or offensive trade or professional shall be carried on in any structure or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- Section 9. No dwelling, exclusive of open porches, garages, carports, and accessory buildings shall be permitted on any lot at a cost of less than \$23,500 based on cost levels prevailing on the date the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. Minimum dwelling, exclusive of open porches, garages, carports, terraces, and detached accessory buildings, which may be placed, erected and permitted to remain on any residential lot in MISTY OAKS SUBDIVISION, Unit 1 and 2, shall be not less than 1,000 square feet for a one-story dwelling. Split level or two story construction, exclusive of open porches, garages, carports, terraces, and detached accessory buildings, shall not be less than 1,200 square feet. On split level and two story construction, the lower level or first story, shall contain not less than 800 square feet.
- Section 10. Fifty percent (50%) of the front and both side wall areas, exclusive of openings, shall be masonry or masonry-veneer. Masonry or masonry-veneer includes rock, plaster, brick, stone, and other material defined as masonry or masonry-veneer by the San Antonio Home Builders Association.
- Section 11. No dwelling shall be erected or placed on any lot having less than 6500 square feet. No lot will be replated, except owner, its successor and assigns reserve the right to replat when necessary for orderly development.
- Section 12. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 252 feet not further than 40 feet from the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to any interior lot line, except that a 3' side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps 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. A minimum distance of 10 feet shall be maintained between buildings.
- Section 13. Every outbuilding, except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant, and shall be of the same exterior materials, both walls and roofs, as such dwelling. No outbuilding shall exceed the dwelling to which it is appurtenant in height or number of stories.

- Section 14. The construction or maintenance by owners of record of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property shown on the recorded plan is permitted, provided it does not exceed five (5) square feet in size, and except signs of a larger size advertising the subdivision and house may be erected by the owner or any contractor authorized by owner, its successors and assigns.
- Section 15. All driveways shall be surfaced with concrete.
- Section 16. 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 structures designed for use in boring for oil or natural gas, shall be erected, maintained, or permitted upon any lot.
- Section 17. 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 purposes.
- Section 18. 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 of such material shall be kept in a clean and sanitary condition.
- Section 19. Fence, Walls, Hedges: in order to insure general uniformity of appearance of those fence sections that can be viewed from a street, any and all fences erected on areas readily apparent and visible from streets (e.g., between dwellings, i.e., separating front and rear yards and on all corner lots along that portion of side and rear yards fronting side streets) shall be six-foot privacy fences composed of wood and/or masonry. No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house, not including decorative walls or fences with a rural character (i.e., cedar post and barbed wire, sheep wire, chicken wire, etc.) will be permitted on any lot. In no case shall a yard fence be forward of the 25-foot setback line. No existing dwelling shall be moved onto any lot in this subdivision.
- Section 20. Storage of Materials: No building material of any kind or character shall be placed or stored upon any residential lot until the Owner is ready to commence improvements, and then such material shall be placed within the property line. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, street or easements. All such materials, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

- Section 21. Antenna: No television or radio antenna shall be erected or maintained at the front of any dwelling nor shall they be placed upon the roof of any dwelling so as to stand or be supported by that portion of the roof which slopes toward the front lot line. No radio, aerial wires, nor guy wires for antenna shall be maintained on any portion of a lot forward of the front building line of said lot. No television or radio antenna shall be erected or maintained at a height more than five feet (5') above the highest part of the roof of any dwelling.
- Section 22. Yards: All yards of a dwelling shall be maintained so as to be an aesthetical asset to the dwelling.
- Section 23. Garbage Cans: All garbage will be placed in disposable cans or refuse containers and shall not be placed or permitted to remain at the front of the dwelling either within the street or upon the lot or a common area except on those days scheduled for garbage and refuse collection by the City of San Antonio or a privately contracted collector. Subsurface garbage containers shall be permitted if approved by the Architectural Control Committee. Except on days for collection as set out above, said containers will be kept in a place that is not subject to public view.
- Section 24. No truck, boat, trailer or recreation vehicles may be kept upon a lot unless it is concealed from public view.
- Section 25. Enforcement shall be proceedings a law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.
- Section 26. At the time of construction of the residence on any lot, a three (3) foot street sidewalk parallel to curb, located one (1) foot off the property line, built and located as required by subdivision regulations of the City of San Antonio, will be required, as well as the planting of two (2) trees on the front side of each lot, from one and one half (1 ½) inches in diameter to two and one half (2 ½) inches in diameter, or more, as the builder may elect, excluded on those lots where natural trees of like size are located.
- Section 27. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The owner of the property upon which a utility easement is located may use it for lawn purposes. Fencing across the easement shall be permitted, but gates along the side lot lines must be provided. The gates shall be at least as wide as the easement, and shall be capable of being opened and closed at all times. These gates shall be secured in the center by a

drop rod or some similar device which does not obstruct free passage over the easement. The drop rod may be lowered into a drop rod keeper installed so as to be flush with the ground level. No permanent type center pole for the gates may be erected on the easement. The gates provided for herein shall remain unlocked at all times. There is hereby created five-foot-wide easements for drainage purpose on, over, and across the rear lot lines and three-foot-wide easements for drainage purposes on, over, and across the side lot lines of each and every lot in the subdivision.

Section 28. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersections of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE VII.

STAGED DEVELOPMENTS

Section 1. Additional land within the area described in Volume 7855, page 525, of the Deed Records of Bexar County, Texas, may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument provide that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.

ARTICLE VIII.

GENERAL PRVISIONS

Section 1. Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- Section 2. Severability: invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.
- Section 3. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 31, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless, by vote of a majority of then owners of the lots, it is agreed to change said covenants, in whole or in part.
- Section 4. The owner, by appropriate instruments, may assign or convey to any persons, organization, or corporation, any or all of the rights, reservations, easements, and privileges herein reserved by the owner, and upon such assignments or conveyances being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements, or privileges, or any one or more of them at any time or times, in the same way and manner as though directly reserved by them or it in this instrument.
- Section 5. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land until July 31, 2000, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less that seventy-five percent (75%) of the lot owners. Any amendment must be recorded.
- Section 6. Annexation: Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.
- Section 7. FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of January, 1977.

MEADER CONSTRUCTION COMPANY, INC.

Declarant

By: Original signed by Ike Meader – President