

SUBDIVISION RESTRICTIONS

MAJESTIC OAKS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

THAT Michael V. Stewart, referred to as "Developer", is the owner of all that certain real property in Bexar County, Texas, and described as Majestic Oaks, a subdivision in Bexar County, Texas.

WHEREAS, Michael V. Stewart is the owner of all property constituting the said subdivision and for the benefit of ourselves and of any subsequent owner or owners of any said lot therein, desire to make certain restrictions in regard to the use, occupancy and construction in said subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the following constitute the restrictions in regard to the use, occupancy and improvements upon said subdivision:

ARTICLE 1

Section 1. "Properties" shall mean and refer to Majestic Oaks as shown by the plat thereof recorded in the Map or Plat Records of Bexar County, Texas, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant set forth herein.

Section 2. "Lot" and/or "Lots" shall mean and refer to the lots shown upon the Subdivision Plats.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to any Lot which is a part of the Properties, including contract sellers, by excluding those having interest merely as a security for the performance of an obligation and those having only an interest in the mineral estate.

Section 4. "Subdivision Plats" shall mean and refer to the maps or plats of Majestic Oaks recorded in the Map or Plat Records of Bexar County, Texas.

ARTICLE 11

Reservations, Exceptions and Dedications

Section 1. The Subdivision Plats dedicate for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plats further establish certain minimum setback lines. The undersigned hereby reserve the right for a period of five (5) years from the date hereof to grant exceptions to the setback lines shown on the plat and upon filing notice of such exception for record in the real property records of Bexar County, Texas, the setbacks in such exception shall supersede and replace the setbacks established in the subdivision plat.

Section 2. Developer reserves the easements and right-of-way as shown on the Subdivision Plats for the purpose of constructing, maintaining and repairing a system or systems of electric power, water system and telephone line or lines, or any other utility which Developer or any utility company serving the subdivision sees fit to install in, across and/or under Properties. Any fences constructed in any easement area that would block entrance (access) to any main electric line or tap electric line or to any waterline would require a gate or gap of 12 feet minimum width installed by the lot owner to allow access to the easement area.

Section 3. Neither Developer nor any utility company serving the subdivision and using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers, or other property of the Owner situated on the land covered by said easements.

Section 4. It is expressly agreed and understood that the title conveyed by Developer to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roads or drainage, electric power, water system, or telephone purposes, and shall convey no interest in any pipe, lines, or conduits or in any utility facility or appurtenances thereto constructed by or under or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency, or to any public service corporation or to any other party, is hereby expressly reserved.

ARTICLE III

Section 1. Land Uses and Building Types. All Lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "Residential Lots"), and except as provided in the last sentence of this paragraph shall be erected, altered, placed or permitted to remain on any Residential Lot other than one detached single-family dwelling not to exceed two (2) stories in height, excluding a basement, and a detached garage or carport for not more than four (4) cars. After the construction of a residence, it is understood that there also may be constructed greenhouses, barns, shop buildings and other outbuildings, so long as each is of neat appearance. Single-wide mobile home or single-wide HUD approved manufactured homes may be placed on or used on any lot. Double-wide mobile homes or double-wide modular homes built by a commercial manufacturer of such units, which are of attractive design and appearance, which have composition roof and wood or vinyl siding. No home double or single shall be more than ten (10) years old, may be placed on any lot, if such structure meets all of the other requirements of these restrictions, including the minimum square feet dwelling size requirement described below. Otherwise, no mobile home or manufactured home (single-wide or double-wide) may be placed on any lot. As used herein the term "residential purposes" shall be construed to prohibit the use of said Lots for apartment houses and for commercial duplex houses or garage apartments, and garage apartments for noncommercial use and which meet all of the minimum size and other requirements of these subdivision restrictions, may be placed on lots. No residence shall be occupied until water service is connected and an approved private sewage is installed. It is specifically agreed that Lot Owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property. The undersigned and/or their designees may, on any lot and/or lots then owned by them or leased to them, construct, maintain, use and allow to be used by others, sales office, parking area, storage and maintenance facilities and equipment, and the like, and this sentence shall take precedence over any conflicting provisions of these subdivision restrictions.

Section 2. Dwelling Size. Any residence, garage apartment on any lot must have floor area of the main residential structure, exclusive of porches and garages, of not less than 1000 square feet.

Section 3. Type of Construction Materials. All structures must be constructed with new materials, except that used brick, stone, wooden beams, doors, and the like may be used for antique effect if such use is appropriate for the structure and does not subtract from the appearance of the structure or the subdivision. Except for mobile homes or modular homes, any residence, garage, duplex house or garage apartment must be erected upon a concrete slab foundation or pier and beam, which consent shall be solely at the discretion of the undersigned. Pier and beam must be skirted. Within thirty (30) days after placement on any lot, any single-wide or double-wide mobile home or modular home must be completely under skirted with rock, brick or concrete plaster.

Section 4. Lot Lines/Setbacks. No dwelling or structure shall be located closer than 40 feet to the front line and no closer than 15 feet from the back and side lot lines, except with the consent of the undersigned as described above Article II Section 1. "Back and side lot lines" respectively as used in this paragraph, in respect to any two or more contiguous whole lots owned by the same owner and used as a single building site, shall mean, respectively, the outermost back lot lines and side lot lines considering said contiguous whole lots as one lot.

Section 5. Minimum Lot Area. No lot shall be subdivided without the consent of the undersigned, their successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, their successors or assigns.

Section 6. Temporary Structures and Temporary Occupancy. Camping is not permitted. No travel trailer, motor home, tent, garage, barn or other outbuilding or structure other than residence meeting all of the requirements of these subdivision restrictions shall be occupied as a temporary residence, and no travel trailer, motor home, tent, other structure of temporary character shall at any time be left on any lot prior to a complete construction of a permanent structure. No residence shall be occupied even on a temporary basis until water service is connected and an approved sanitary sewage disposal facilities is installed.

Section 7. Fences. All fences must be constructed with new materials.

Section 8. Completion of Construction. Exterior construction of a dwelling shall be completed within 6 months.

Section 9. Hunting/Firearms. Hunting and discharging of firearms are expressly prohibited on all lots.

Section 10. Storage, Garbage, Refuse, and Prohibited Items. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the road, except that any new building materials used in the construction of improvements erected upon any lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements, after which those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways. No inoperative or unlicensed automobile shall be placed on any lot except in an enclosed structure which meets the requirements of these restrictions. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.

ARTICLE IV

Section 1. **Animals.** Provided that such use does not create any condition conflicting with the residential nature of the subdivision, the following animals may be raised or kept on the property:

1. Household pets.

TRACTS 1-15

2. Livestock raised as a supervised public school project.

3. Horses and cattle, provided that a total of no more than two (2) head per two (2) acre of area is kept on the Lot. Otherwise no animals may be raised or maintained on any lot.

TRACTS 16-36

4. No livestock can be kept on these tracts.

In no case shall any commercial feed lot operations be allowed, nor the breeding and raising of animals as a commercial operation.

Section 2. **Unsightly Storage.** No trucks or unsightly vehicles shall be stored or kept on any lot and no automobile or other vehicles shall be kept on any lot for the purpose of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents.

Section 3. **Off-Road Parking.** Both prior to and after the occupancy of a dwelling on any tract, the Owner shall provide appropriate space for off-road parking for his vehicles. All vehicles parked on Lots must have current inspection and license registration.

Section 4. **Sewage Treatment.** No outside toilet will be permitted. No sanitary sewage disposal system shall be installed on any lot until a permit is issued by the regulatory authority having jurisdiction over same.

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• Section 5. **Covenants Running with the Land.** All of the restrictions, covenants, and easements herein provided for and adopted apply to each and every Lot, and shall be covenants running with the land. The Owner of any Lot shall have the right to either prevent a breach of any such restriction or covenant or to enforce the performance thereof. Nothing herein shall be construed as compelling the undersigned to enforce any of these provisions, nor shall the failure of the undersigned shall have no liability or responsibility at law nor in equity on account of enforcement of, nor on account of the failure to enforce, these restrictions.

Section 6. Partial Invalidity. Invalidation of any covenant or restriction (by Court Judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions. The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others a sales office and storage facilities and Article III and IV shall not apply thereto. Developer can give variances to Deed Restrictions at his sole discretion.

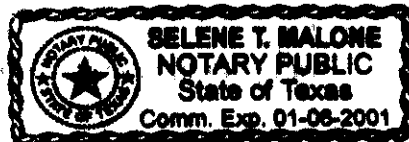
EXECUTED this the 7 day of May, 1997.

Michael V. Stewart
Michael V. Stewart

THE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on 7 May, 1997.

Selene T. Malone
Notary Public, State of Texas



After Recording Returns to:

Michael V. Stewart
22193 IHIO West
San Antonio, Tx. 78257

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARSON OR PHOTO COPY, DISCOLORED PAPER, ETC.

Any provision herein which restricts the sale, rental, or use of the described real property because of race is void and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR. I hereby certify that this instrument was FILED in File Number [redacted] on the date and at the time stated herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

MAY 29 1997



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On May 27 1997

At 12:01pm

Receipt #: 36848
Recording: 13.00
Doc/Mgmt: 6.00

Doc/Num : 97- 0069924

Deputy -Kathleen Nolte

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