

176637

RESTRICTIONS

STATE OF TEXAS I
COUNTY OF BEXAR I

UN-117, 176637 LS-- I
KNOW ALL MEN BY THESE PRESENTS:

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That WINDCREST DEVELOPMENT CORPORATION, of Windcrest, Bexar County, Texas, has caused to be surveyed and platted the lands hereinafter described, under the subdivision name of ROYAL RIDGE, UNIT II, and has caused the same to be subdivided into blocks, lots, streets, public ways, alleys and drives, and does hereby dedicate the streets, alleys and public ways shown on the plat thereof to the public use, and does hereby impose upon the below described lots therein the following restrictions, for the benefit of all of the owners and purchasers thereof, as follows, to-wit:

I. DESCRIPTION

The property covered by these restrictions is all of the land which is shown and covered by the plat of ROYAL RIDGE, UNIT II, recorded in Volume 6600, Pages 75-76, Deed and Plat Records of Bexar County, Texas, which consists of 27.797 acres out of the J.F.A. Scott Survey No. 323, Abstract 676, County Block 5074, in the City of San Antonio, Bexar County, Texas.

II. RESERVATIONS

The undersigned declares that the aforesaid lots, which are shown on the plat above referred to, are held and shall be subject to the reservations, restrictions and covenants herein set forth.

III. USE OF LAND

The lots described in Paragraph I shall be used for private dwelling purposes only. No structure shall be erected, placed, altered or permitted to remain on any one of said lots other than one detached single family dwelling of no more than two stories in height (except as noted below), and private garage, carport, servant's quarters, storage and utility rooms; provided, however, that no garage, carport, servant's quarters, storage room and utilities room shall be erected on any lot until after or coincident with the building of a dwelling thereon and in keeping with these restrictions. No garage, carport, servant's quarters or other accessory buildings shall be more than one story in height. No store or business house, no gas or oil or automobile service station and no building of any kind whatsoever shall be erected on or maintained thereon except private dwelling houses as such and such customary outbuildings as are mentioned above.

No more than one dwelling may be erected on any one lot, but the right is reserved to erect one dwelling on parts of any two lots as the same are defined on said recorded plat.

No structure shall exceed one-story in height on the following lots: Lots 9 through 13, both inclusive, New City Block 13788, Lots 14 through 24, both inclusive, New City Block 13786, and Lots 1 through 6, both inclusive, New City Block 13785. However, the Architectural Control Committee shall have the power to waive this height restriction and permit two-story construction whenever in its exclusive judgment the design will accomplish the purposes of this restriction.

No residence of a temporary character shall be permitted on any lot. No structure shall be occupied as a residence, even temporarily, unless it is a completed dwelling conforming to these restrictions.

No noxious or offensive trade or profession 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.

IV. LOT AREA AND FRONTAGE

Every dwelling erected on any lot shall front or present a good frontage on the street on which said lot fronts. Dwellings on corner lots shall have a presentable frontage on all streets on which the particular lot abuts. The size, shape and frontage of any lot shall be defined by the recorded plat of ROYAL RIDGE, UNIT II. No resubdivision of lots, as recorded in ROYAL RIDGE, UNIT II, shall occur without approval of the Architectural Control Committee.

V. APPROVAL OF PLANS

No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building with respect to topography and finished grade have been approved in writing as to conformity, harmony of design and quality of workmanship, with existing structures in the subdivision, by the Architectural Control Committee composed of H.J. Fentress and T.L. Fentress, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any members of said Committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event that said Committee, or its designated representative, fails to approve or disapprove such design and location within 90 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such Committee, and its designated representative, shall cease on and after December 31, 1978. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and fully recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by this Committee.

VI. SIZE OF DWELLING

No dwelling of less than 1,700 square feet of living and heating area or costing less than \$25,000.00, including cost of land and improvements, and based upon cost levels prevailing upon the date these Covenants are recorded, shall be permitted on all lots.

A minimum of 75% of the wall area to top of first story window height shall be of masonry or masonry veneer construction.

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VII. OUTBUILDING REQUIREMENTS

Every outbuilding, except a green house, shall correspond in style and architecture to the dwelling to which it is appurtenant. It shall also be subject to the approval of the committee outlined in Paragraph V of these Covenants. No outbuilding shall be used as a residence.

Separate garages and lawn tool buildings, which do not meet the minimum requirement of having at least 3/4ths of their exterior walls of masonry, stone, brick, stone veneer or brick veneer, shall nevertheless be permitted if they are constructed of cedar, cypress, or redwood lumber, and provided further that they are painted or stained, that they are architecturally acceptable to the committee above referred to, and have a roof of the same material as the house, and are located at least 15 feet from the adjoining house.

VIII. DWELLING SET BACK

The restrictions covering the dwelling set back from the streets are set forth in the recorded plat of this subdivision above referred to in the description. No part of any building shall be nearer to the side property line than 5 feet, except cornices, spoutings, and chimneys which may be within 3 feet of the side property lines, but no nearer.

IX. SIGNS, BILLBOARDS, AND MISCELLANEOUS PROVISIONS

The construction and maintenance of signs, billboards, and advertising structures of any kind on any lot is prohibited, except that one sign advertising the rental or sale of property shown on the recorded plat, is permitted, provided it does not exceed three feet by five feet in size and except that signs of a larger size advertising the subdivision may be erected by the owner.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

No animals, livestock, pigeons, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the lot upon which the improvements are to be erected and shall not be placed on the street or between the curb and property line.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which 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.

Said premises are to be kept in a presentable condition and shall not have stored thereon vehicles and other unsightly objects.

No boat, airplane, trailer, camper, mobile home, boxes, equipment, materials of any character or any extraneous or unsightly things

shall be parked or stored in the driveway or front yard of any dwelling, nor shall any of the same be kept in the side or rear yard of any lot unless screened from view of the adjoining lots and street by a solid fence. Partially dismantled or inoperative motor vehicles or parts thereof shall not be kept on any lot or in the street.

Excluding decorative walls which are a part of the architectural design of the house, no fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended; the same sight line limits shall apply on any lot within ten feet from the intersection of street property lines within the edge of a driveway or alley pavement. 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.

No antennas, other than regulation size television antennas (extending not more than eight (8) feet above the highest part of the roof of that respective dwelling) shall be permitted. Antennas, as permitted, shall be located not nearer than ten (10) feet to the front wall line of the respective dwelling.

No building constructed elsewhere shall be permitted on any of the lots in the above subdivision.

Two car attached garage required on single family lots. Each single family dwelling constructed in ROYAL RIDGE UNIT II, shall have constructed as an integral part thereof, a closed, attached garage suitable for parking two standard size automobiles.

X. UTILITIES AND DRAINAGE

Easements and alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

XI. SIDEWALKS AND DRIVEWAYS

Concrete sidewalks, a minimum width of three (3) feet, shall be installed prior to completion and/or occupancy of any dwelling in ROYAL RIDGE, UNIT II. Sidewalks shall be installed parallel to the curb and across the entire front width of each lot. On corner lots the sidewalk shall extend to the curb of the said street.

Private driveways, entering from the street, shall be constructed of either concrete or asphalt. Concrete curbs, however, shall be required in the event that an asphalt surface is used.

XII. MAINTENANCE

Grass, weeds, and vegetation on each lot sold, shall be kept mowed at regular intervals and drainage areas over and across any part of a lot shall be kept open and clean so as to maintain the same in a neat attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property.

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XIII. DURATION AND RIGHT TO ENFORCE

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, at which time said Covenants shall be automatically extended for successive periods of ten 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.

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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 other person or persons owning any real property situated in said development or 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.

XIV. RIGHT TO ASSIGN

The owner, by appropriate instruments, may assign or convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved by the owner and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and 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.

XV. PARTIAL INVALIDATION

Invalidation of any one of these Covenants or restrictions or part thereof by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

EXECUTED this 23rd day of September, 1971.

ATTEST

WINDCREST DEVELOPMENT CORPORATION



H.J. Fentress

By: H.J. Fentress
H.J. Fentress, President

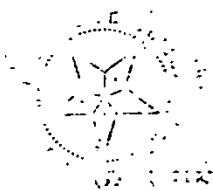
STATE OF TEXAS I
 I
COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared H.J. FENTRESS, known to me to be the person whose name is subscribed to the foregoing instrument, as President of WINDCREST DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 23rd day of September, 1971.



O. F. Westendarp
Notary Public, Bexar County, Texas
O. F. WESTENDARP
Notary Public, Bexar County, Texas
My Commission Expires May 31, 1973



FILED IN MY OFFICE
JAMES W. KNIGHT
COUNTY CLERK BEXAR CO.

1971 OCT 13 PM 4 22

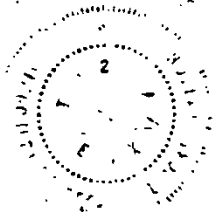
STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Bexar County, Texas, as stamped hereon by me.

STATE OF TEXAS
COUNTY OF BEXAR
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date and at the time stamped hereon by me and was duly
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of Bexar County, Texas, as stamped hereon by me.

OCT 14 1971



James W. Knight
COUNTY CLERK
BEXAR COUNTY, TEXAS



RESTRICTIONS

ROYAL RIDGE, UNIT II

*Return to
Wendell Dev. Corp.
6800 Midtown
San Antonio, Texas.
78209.*

BRADFORD F. MILLER
ATTORNEY AT LAW
519 MAJATIC BUILDING
SAN ANTONIO, TEXAS 78208