

DECLARATION OF RESTRICTIONS

SOUTH Oaks DEVELOPMENT COMPANY, INC.

STATE OF TEXAS X
 X TO THE PUBLIC:
COUNTY OF BEXAR X

SOUTH Oaks DEVELOPMENT COMPANY, INC., a corporation, acting herein in the usual and regular course of its business by and through its corporate officers hereunto duly authorized, is the owner and developer of certain tracts of land situated in Bexar County, Texas, and more particularly described by metes and bounds on the subdivision plat of SOUTH Oaks ESTATES SUBDIVISION, UNIT 1, Bexar County, Texas, recorded in Volume 9517 _____, Page 29 _____, Official Records of Real Property of Bexar County, Texas, to which plat reference is hereby made for all purposes. Said land is to be used for residential purposes only, and SOUTH Oaks DEVELOPMENT COMPANY, INC. hereby establishes the following restrictive covenants and provisions for the use and improvement of such property, to-wit:

I.

All tracts or parcels of land sold out of the above described property are to be used for one single family residence or agricultural purposes only. All lots shall remain at the lot size designated in the plat of the Subdivision. No Lot shall be subdivided into smaller lots.

II.

The single family residence on each lot shall contain not less than seven hundred (700) square feet of living space. Open porches, breezeways, carports, and garages shall be excluded in computing the living space required above. The single family residence shall consist of any of the following:

- (a) CONVENTIONAL SITE-BUILT HOME - A home built or constructed by typical, conventional means and methods of construction, and built or constructed on the lot where the home is intended to be used and inhabited.
- (b) MODULAR HOME - A dwelling that is constructed in one or more modules at a location other than the homesite, or is constructed utilizing one or more modular components, and which is designed to be used as a permanent residence when the modular components or modules are transported to the homesite and are joined together, or are erected, and installed on a permanent foundation system. The term includes the plumbing, heating, air-conditioning, and electrical systems.
- (c) READY-BUILT HOME - Any Ready-Built Home which is constructed so that the entire living area is contained in a single unit or section at a temporary location for the purpose of selling it and moving it to another location.
- (d) HUD-CODE MANUFACTURED HOME - "Hud-Code Manufactured Home" means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, as the term "Hud-Code Manufactured Home" is defined in Art. 5221f, V.A.T.S., Sect. 3.

All Manufactured Homes, Modular Homes, Ready-Built Homes, and Conventional Site-Built Homes shall conform with all federal, state, and local codes and regulations for construction and shall meet all federal, state, and local codes and regulations for siting, installation, and set-up of any of such Homes.

Finished floors of approved manufactured homes shall be no higher than eighteen (18) inches above the exterior grade over the average length of the home. Adequate drainage shall be provided.

All Hud-Code Manufactured Homes must be permanently secured to the lot in conformance with Texas State Tie-Down Codes, with minimum concrete foundation requirements of at least four (4) inches deep and sixteen (16)-inch diameter pads. Within two (2) months of move-in, all units must be totally skirted and hitches removed or boxed with permanent-type attractive materials such as stone, rock, extension of Manufactured Home siding, railroad tie terracing, etc. Unpainted galvanized metal, vinyl, plastic, and open lattice work, etc., is prohibited.

All materials used for construction of any home shall meet all federal, state, and local codes, standards, and regulations. Each home must be maintained by the owner in an aesthetically pleasing, safe, clean condition.

No Used Conventional Site-Built Home or Ready-Built Home shall be moved from another location to any lot, except that SOUTHOAKS DEVELOPMENT COMPANY, INC. reserves the right to move a Used Conventional Site-Built Home or Used Ready-Built Home onto one or more lots located within the subdivision. Any such Used Home shall be secured upon a foundation meeting all federal, state, and local codes, standards, and regulations and shall be finished out to provide the appearance of a Conventional Site-Built Home within sixty (60) days after the Home is moved on the lot. The right herein reserved by SOUTHOAKS DEVELOPMENT COMPANY, INC. shall terminate on December 31, 1990.

No mobile home, being a structure that was constructed before June 15, 1976, as defined in Art. 5221f, V.A.T.S., Sect. 3, shall be placed on any lot.

Accessory structures and garages incidental to the primary use of the lot for a single family residence shall be permitted on the lot.

Sun shades and privacy screens, when used, shall be constructed of wood or other material to match the design and color scheme of the dwelling unit. Plastic, canvas, cloth, or bamboo screens and shades are not permitted.

III.

Front, side, and rear building setbacks shall meet minimum zoning, if any, and other regulations and requirements for setbacks. Unless otherwise indicated on the recorded plat of the subdivision, all front setbacks shall be no less than forty (40) feet from the dedicated street and rights-of-way, and all side setbacks shall be no less than ten (10) feet from the nearest property line, with a minimum unobstructed space of twenty (20) feet total for both side yards. Rear yards shall have a minimum setback of twenty-five (25) feet from the rear property line of the lot.

IV.

All lots shall be maintained by the lot owners free of weeds, trash, lawn equipment, trailers, disabled cars, car parts, junk, and garbage or refuse of any nature, and all lot owners shall cut, trim, and maintain lawns and plantings on their lots.

All recreation equipment such as wading pools, bikes, etc. shall be stored in rear lots or yards, or inside homes and garages or other accessory buildings.

Recreational vehicles, boats and trailers, and any auto under repair, stored or not being used, must be stored behind the forty (40)-foot front building setback line.

No trailers, campers, or boats shall be parked on any street in the subdivision, except for brief periods for cleaning, loading, unloading, or similar purposes.

No automobiles, trucks, or other vehicles shall be left in an inoperative condition more than thirty (30) days. No repair or work on any vehicle shall be permitted on any lot, except that work which may be performed inside the lot owner's garage, or general upkeep and maintenance of a vehicle (e.g., oil change, minor tune-up, wash-and-wax). No vehicle parts, appliances, and tools shall be stored outside of any approved storage facility such as a garage or shed.

Trash, garbage, or other waste incidental to the residential use shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any tract.

All satellite or dish receivers must be located in rear or side yards of lots when used. The term "rear or side yards" as used herein means any space on the lot located between the rear lot line and a line running parallel with the front property line which parallel line shall extend from side lot line to side lot line and shall be located at the point where such line intersects the front line of the building placed on the lot.

V.

Use of outside toilets and cesspools shall not be permitted under any circumstances. Sanitation, sewage, waste, and garbage disposal methods and facilities must comply with State of Texas laws and regulations, Metropolitan Health District Standards, Bexar County regulations, and any other applicable law and regulation of state and local government.

VI.

No noxious, offensive, unlawful, or immoral use shall be made of the premises. No alcoholic beverages shall be sold on the property. No commercial activity of any type shall be engaged in on any lot except a "Home Occupation", as that term is defined on this date in Sect. 42-7 of the City Code of San Antonio, and subject to the requirements stated in Sect. 42-84 of the City Code of San Antonio, to which provisions reference is here made.

VII.

No commercial dairies or feedlots shall be permitted on any lot. No swine may be kept on any lot. Horses and cows, not to exceed one (1) on any lot of one (1) acre, or less, or a combined total of two (2) on any lot in excess of one (1) acre, may be kept. No animals or pets of any kind shall be maintained, raised, bred, or used for commercial purposes. Dogs, cats, or other household pets may be kept only as pets, and any other purpose or use is prohibited. All pets shall be kept on the owner's property and shall not be allowed to create a nuisance or annoyance to neighbors.

No signs or billboards of any kind shall be displayed on any lot in the subdivision, except ordinary realtor's "For Sale" or

"For Rent" signs placed on lots and residences that are for sale or rent. Only one sign per lot shall be allowed.

VIII.

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the lot at the time that the easements, agreements, restrictions, reservations, or covenants are violated.

IX.

The covenants, reservations, easements, and restrictions set out herein are for the benefit of SOUTHOAKS DEVELOPMENT COMPANY, INC., its successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in SOUTHOAKS ESTATES, UNIT 1, and his or her heirs, executors, administrators, and assigns. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

Failure by any of the lot owners, SOUTHOAKS DEVELOPMENT COMPANY, INC., or their successors and assigns to enforce any covenant or restriction in this Declaration shall not constitute a waiver of the right to enforce restrictions at a later date. Each lot owner acknowledges that the declarant, or any lot owner, shall be entitled to enforce these restrictions by obtaining an injunction in any court having jurisdiction to enforce these restrictions. Each lot owner further agrees to pay any attorneys' fees or costs incurred by the party whose action results in an order of the court enforcing these restrictions. Neither SOUTHOAKS DEVELOPMENT COMPANY, INC., nor any lot owner, shall have any duty to seek enforcement of the restrictions contained herein, but may do so, in such party's sole discretion.

X.

There are dedicated and reserved permanent and unobstructed easements, as shown on the recorded plat of SOUTHOAKS ESTATES, UNIT 1, across certain designated portions of various of the lots therein upon, under, and through which to construct and maintain water, telephone, electrical services, and other public utilities. Public utility easements, recorded and reserved on the plat, shall not be disturbed by any lot owner for any purpose that will damage, alter, or change its character, use, or function at any time. The easement area of any lot shall be maintained by the lot owner, and entry thereon by any public or utility official shall not in any way be restricted.

XI.

SOUTHOAKS DEVELOPMENT COMPANY, INC. reserves and shall have the continuing right during the first three (3) years from the date of recordation of this Declaration, without the consent or joinder of the other owners or any mortgagee, to unilaterally amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors, or omissions herein, and/or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, or Federal Housing Administration.

In the event of the omission from this Declaration of any word, sentence, clause, provisions, or stipulation which shall be necessary for the accomplishment of the intent and purpose hereof,

or any part hereof, then such omitted matter shall be supplied by inference and/or by reference.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

XII.

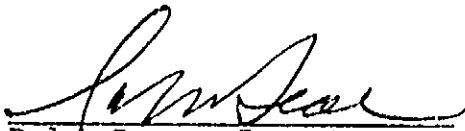
The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under it until January 1, 2007; at which time the record owners of a majority of the above described lots shall have the power through a duly recorded written instrument to extend these covenants for successive ten (10)-year periods.

XIII.

The invalidation of any one of these covenants, in whole or in part, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

EXECUTED this the 24th day of February, 1988, ~~XXXXXX~~ effective as of June 17, 1987.

ATTEST: SOUTHOAKS DEVELOPMENT COMPANY, INC.


Ralph Brown, Secretary

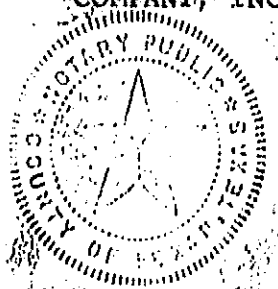
By: 
Henry W. Christopher, President




STATE OF TEXAS X

COUNTY OF BEXAR X

This instrument was acknowledged before me on February 24, 1988, by HENRY W. CHRISTOPHER, JR., President of SOUTHOAKS DEVELOPMENT COMPANY, INC., a Texas corporation, on behalf of said corporation.




DEBBIE K. GILLUM
NOTARY PUBLIC FOR THE STATE OF TEXAS
My Commission Expires: 12/12/88

AFTER RECORDING RETURN TO:

Mr. Henry W. Christopher, Jr.
JOHNSON & CHRISTOPHER, INC.
5802 N.W. Expressway
San Antonio, TX 78201-2856

VOL 4 243 PAGE 1852

