

**Woods of Shavano
Restrictive Covenants**

Cty. No. DT-176745-Barbee Rec. Fee \$25.00

VOL 3399 PAGE 0695

<p>S. A. PROPERTIES NORTH, INC. TO THE PUBLIC</p>	<p>RESTRICTIVE COVENANTS THE WOODS OF SHAVANO, UNIT 21</p> <p>PLEASE RETURN TO: S. A. PROPERTIES NORTH, INC. 3003 N. W. Loop 410, Suite 202 San Antonio, Texas 78230</p>	<p>M. M. HUGHES, JR. Attorney at Law 3003 N. W. Loop 410, Suite 202 San Antonio, Texas 78230</p>
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SEARCHED INDEXED
SERIALIZED FILED
MAY 13 1985
COUNTY CLERK
SAN ANTONIO, TEXAS

1985 MAY 13 P 4: 14
FILED IN ANY OFFICE
COUNTY CLERK
SAN ANTONIO, TEXAS

No. 100
 Date of Issue
 Name of the
 Surveyor
 Name of the
 Property

SCALE: 1"=100'



CURVE TABLE

DELTA	ARC LENGTH	CHORD	TANGENT	AREA
0.00	0.0000	0.0000	0.0000	0.0000
0.01	0.0157	0.0157	0.0000	0.0000
0.02	0.0314	0.0314	0.0000	0.0000
0.03	0.0471	0.0471	0.0000	0.0000
0.04	0.0628	0.0628	0.0000	0.0000
0.05	0.0785	0.0785	0.0000	0.0000
0.06	0.0942	0.0942	0.0000	0.0000
0.07	0.1099	0.1099	0.0000	0.0000
0.08	0.1256	0.1256	0.0000	0.0000
0.09	0.1413	0.1413	0.0000	0.0000
0.10	0.1570	0.1570	0.0000	0.0000
0.11	0.1727	0.1727	0.0000	0.0000
0.12	0.1884	0.1884	0.0000	0.0000
0.13	0.2041	0.2041	0.0000	0.0000
0.14	0.2198	0.2198	0.0000	0.0000
0.15	0.2355	0.2355	0.0000	0.0000
0.16	0.2512	0.2512	0.0000	0.0000
0.17	0.2669	0.2669	0.0000	0.0000
0.18	0.2826	0.2826	0.0000	0.0000
0.19	0.2983	0.2983	0.0000	0.0000
0.20	0.3140	0.3140	0.0000	0.0000
0.21	0.3297	0.3297	0.0000	0.0000
0.22	0.3454	0.3454	0.0000	0.0000
0.23	0.3611	0.3611	0.0000	0.0000
0.24	0.3768	0.3768	0.0000	0.0000
0.25	0.3925	0.3925	0.0000	0.0000
0.26	0.4082	0.4082	0.0000	0.0000
0.27	0.4239	0.4239	0.0000	0.0000
0.28	0.4396	0.4396	0.0000	0.0000
0.29	0.4553	0.4553	0.0000	0.0000
0.30	0.4710	0.4710	0.0000	0.0000
0.31	0.4867	0.4867	0.0000	0.0000
0.32	0.5024	0.5024	0.0000	0.0000
0.33	0.5181	0.5181	0.0000	0.0000
0.34	0.5338	0.5338	0.0000	0.0000
0.35	0.5495	0.5495	0.0000	0.0000
0.36	0.5652	0.5652	0.0000	0.0000
0.37	0.5809	0.5809	0.0000	0.0000
0.38	0.5966	0.5966	0.0000	0.0000
0.39	0.6123	0.6123	0.0000	0.0000
0.40	0.6280	0.6280	0.0000	0.0000
0.41	0.6437	0.6437	0.0000	0.0000
0.42	0.6594	0.6594	0.0000	0.0000
0.43	0.6751	0.6751	0.0000	0.0000
0.44	0.6908	0.6908	0.0000	0.0000
0.45	0.7065	0.7065	0.0000	0.0000
0.46	0.7222	0.7222	0.0000	0.0000
0.47	0.7379	0.7379	0.0000	0.0000
0.48	0.7536	0.7536	0.0000	0.0000
0.49	0.7693	0.7693	0.0000	0.0000
0.50	0.7850	0.7850	0.0000	0.0000
0.51	0.8007	0.8007	0.0000	0.0000
0.52	0.8164	0.8164	0.0000	0.0000
0.53	0.8321	0.8321	0.0000	0.0000
0.54	0.8478	0.8478	0.0000	0.0000
0.55	0.8635	0.8635	0.0000	0.0000
0.56	0.8792	0.8792	0.0000	0.0000
0.57	0.8949	0.8949	0.0000	0.0000
0.58	0.9106	0.9106	0.0000	0.0000
0.59	0.9263	0.9263	0.0000	0.0000
0.60	0.9420	0.9420	0.0000	0.0000
0.61	0.9577	0.9577	0.0000	0.0000
0.62	0.9734	0.9734	0.0000	0.0000
0.63	0.9891	0.9891	0.0000	0.0000
0.64	1.0048	1.0048	0.0000	0.0000
0.65	1.0205	1.0205	0.0000	0.0000
0.66	1.0362	1.0362	0.0000	0.0000
0.67	1.0519	1.0519	0.0000	0.0000
0.68	1.0676	1.0676	0.0000	0.0000
0.69	1.0833	1.0833	0.0000	0.0000
0.70	1.0990	1.0990	0.0000	0.0000
0.71	1.1147	1.1147	0.0000	0.0000
0.72	1.1304	1.1304	0.0000	0.0000
0.73	1.1461	1.1461	0.0000	0.0000
0.74	1.1618	1.1618	0.0000	0.0000
0.75	1.1775	1.1775	0.0000	0.0000
0.76	1.1932	1.1932	0.0000	0.0000
0.77	1.2089	1.2089	0.0000	0.0000
0.78	1.2246	1.2246	0.0000	0.0000
0.79	1.2403	1.2403	0.0000	0.0000
0.80	1.2560	1.2560	0.0000	0.0000
0.81	1.2717	1.2717	0.0000	0.0000
0.82	1.2874	1.2874	0.0000	0.0000
0.83	1.3031	1.3031	0.0000	0.0000
0.84	1.3188	1.3188	0.0000	0.0000
0.85	1.3345	1.3345	0.0000	0.0000
0.86	1.3502	1.3502	0.0000	0.0000
0.87	1.3659	1.3659	0.0000	0.0000
0.88	1.3816	1.3816	0.0000	0.0000
0.89	1.3973	1.3973	0.0000	0.0000
0.90	1.4130	1.4130	0.0000	0.0000
0.91	1.4287	1.4287	0.0000	0.0000
0.92	1.4444	1.4444	0.0000	0.0000
0.93	1.4601	1.4601	0.0000	0.0000
0.94	1.4758	1.4758	0.0000	0.0000
0.95	1.4915	1.4915	0.0000	0.0000
0.96	1.5072	1.5072	0.0000	0.0000
0.97	1.5229	1.5229	0.0000	0.0000
0.98	1.5386	1.5386	0.0000	0.0000
0.99	1.5543	1.5543	0.0000	0.0000
1.00	1.5700	1.5700	0.0000	0.0000

STATE OF TEXAS
 COUNTY OF BROWN
 I, *Charles J. Chappell*, Surveyor, do hereby certify that the within and foregoing plat was lawfully made and is a true and correct copy of the original as the same appears on the records of the County Clerk of said County, Texas.
 My commission expires *1925*.
 Witness my hand and the seal of said County, Texas, this *10th* day of *April*, 1925.

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954736

S. A. PROPERTIES NORTH, INC.

TO

THE PUBLIC

STATE OF TEXAS }
COUNTY OF BEXAR }

WHEREAS, S. A. PROPERTIES NORTH, INC., as owner of a certain tract of land containing 22.72 acres of land in Bexar County, Texas, has subdivided said tract of land into what is known as THE WOODS OF SHAVANO, Unit Twenty One (21) a plat of said subdivision being recorded in Volume 9509 Page 102409 of the Plat Records of Bexar County, Texas; and

WHEREAS, S. A. PROPERTIES NORTH, INC. desires to adopt restrictions, covenants and conditions as to the use and enjoyment of said above property for the benefit of all property in said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That S. A. PROPERTIES NORTH, INC., acting herein by and through its duly authorized Vice President Jerry W. Smith does hereby adopt and establish the hereinafter set forth Restrictions, Covenants and Conditions as to the use and enjoyment of the above-described property, said property to be conveyed, held and used subject to said Restrictions, Covenants and Conditions, which shall run with the land, to-wit:

RESTRICTIVE COVENANTS

I.

SINGLE FAMILY DWELLINGS

Said property will be known, used and occupied as single family residential lots and no structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two (2) stories in height. Coincidental with the erection of said dwelling, a private garage or carport must be erected and maintained for not more than three (3) cars, nor less than two (2) cars . No garage or carport shall be converted, used and maintained for a habitable room unless at least a two (2) car garage or carport is provided on said lot. A garage or carport may be used by a builder as a sales office and display area in connection with the display of his model home or homes, but it must be re-converted for car storage prior to residential occupancy. Servants

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quarters, storage rooms and/or utility rooms shall not be erected on any lot until after or coincidental with the building of a dwelling unit thereon in keeping with these Restrictions. No such detached garage or carport, servants quarters or other accessory building shall be more than one (1) story in height and shall contain the same percentage and kind of masonry as the main residence. The said auxiliary buildings may be built on the rear one-third (1/3) of a lot with a minimum five (5) feet sideyard clearance, provided the location thereof shall be in accordance with and in compliance with the other terms, provisions and conditions of these Restrictive Covenants. None of the aforescribed lots or improvements constructed thereon shall be used for any purpose other than for single-family residential purposes.

Dwellings erected on lots with alleys must be so designed that the garages and/or carports must open upon the alley and not upon the street.

II.

ARCHITECTURAL CONTROL COMMITTEE

No improvements of any character and no building, including solar designed buildings, shall be erected, placed or altered on any of the above described lots unless and until the construction plans and specifications, and the plot plan showing the location of existing, if any, and planned additional buildings and improvements on the building site, together with the topography, shall have been submitted to the Architectural Control Committee, in duplicate, and approved by said Committee, in writing, and the construction plans and specifications and plot plan above required shall be considered as submitted when delivered, in duplicate, to the office of S. A. PROPERTIES NORTH, INC., or its successor, at the address hereinafter mentioned, and if approved, the construction may then proceed strictly in accord with such plans and specifications; if disapproved, they shall be returned with the necessary changes noted or called to the attention of the party submitting them for necessary corrections, and for resubmission for approval, as in the first instance. If approval is granted on any plans and specifications so submitted, construction shall be commenced within eight (8) months thereafter, and if such construction is not commenced within that period, such approval shall be null and void and of no further force and effect. In extenuating circumstances and upon written request in advance, extensions may, at the option of the Committee, be granted to the applicant.

The Architectural Control Committee, in considering the construction plans and specifications and the plot plan required to be submitted hereby, shall determine if same meet the requirements of these Restrictions, and shall determine if the appearance of the structure or structures and the quality of workmanship and materials and external design are all in harmony with other structures in the immediate vicinity of the location of the proposed structure, and elsewhere in the subdivision to which these Restrictions apply, and in harmony with such proposed scheme or plan of development as said Committee shall establish.

The Architectural Control Committee shall be composed of the following:

Jesse A. Baker 16205 San Pedro San Antonio, Texas 78232
M. M. Hughes, Jr. 6410 View Point, San Antonio, Texas 78229
Jerry W. Smith 3003 N. W. Loop 410, Suite 203, San Antonio, Texas 78230

In the event of the death or resignation of any member of said Committee, the remaining members shall have full power and authority to act and to approve and disapprove any submitted plans and specifications. They shall also have the power and authority to designate a successor, with like authority, to serve upon the Committee, and said remaining members shall, within six (6) months after the death or resignation of a member, designate a successor.

If, after having submitted satisfactory plans and specifications to the Committee, approval or disapproval is not furnished to the applicant within thirty (30) days of such submission, or in any event, if no suit to enjoin the erection of such buildings or alterations has been commenced within ninety (90) days of such submission, such plans and specifications and plot plan shall be considered as having been approved, and this covenant will be deemed to have been fully complied with.

In the event any lot owner is dissatisfied with and objects to a ruling of the Committee, any action of the Committee may be reviewed, modified, changed or amended provided the following procedure is followed:

(a) Any owner of property in the subdivision may, within fifteen (15) days of the Committee's Report either approving, amending or denying the application for plans and specifications, request in writing a review thereof, (b) Within ten (10) days thereafter, the lot owner or his architect or other representative and the Committee or its representative shall meet for the purpose of attempting

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to satisfy any misunderstanding. (C) In the event the lot owner or his representative and the Committee fail to agree, then and in that event, the lot owner may request the appointment of an Arbitration Board consisting of one (1) architect selected by the owner, one (1) architect selected by the Committee and a third architect selected by the two architects so selected to consider the defferences between the parties involved, and a majority of opinion of said Arbitration Board shall be final and binding upon all parties concerned. (d) That in the event the Arbitration Board shall determine that the Committee was in error, then the cost of said Arbitration Board shall be borne by the Committee. However, in the event the Arbitration Board shall determine that the Committee was proper in its actions, then the cost of said Arbitration Board shall be borne by the owner. IN EXCEPTIONAL CASES ONLY, the Committee shall have the power to make variations, alterations, and changes in these Restrictions and covenants as to any one or more of the lots, provided the same is accomplished for the mutual benefit of the particular owner and of the surrounding building site owners.

Members of the Committee shall not be entitled to nay compensation for services performed pursuant to this covenant.

III.

DWELLING SIZE, EXTERIOR STRUCTURE AND COST

A. The minimum floor area of the main structure of any dwelling erected, placed or permitted to remain on any single-family residential lot, exclusive of open porches, terraces, garages or carports and detached accessory buildings, shall be as follows:

Fifteen Hundred (1500) square feet for a one-story dwelling erected on Lots Six (6) through Seventeen (17), both inclusive, Block Fifty Nine (59), and Sixteen Hundred (1600) square feet for a one-story dwellings on the remainder of the lots within the subdivision. For dwellings of more than one-story on all of the lots within this subdivision, the minimum floor ares of the main structure shall be Eighteen Hundred (1800) square feet.

B. The minimum percentage of masonry content of outer walls of the main residence erected, placed or permitted to remain on all of the single-family residential lots within this subdivision shall be not less than seventy five percent (75%).

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C. The percentage of masonry content shall be calculated by the total area of the exterior walls and shall be composed of rock, brick or stucco, and the outer walls of the garage and servants quarters when attached to the main residence shall be of the same construction as the outer walls of such residential building.

D. No dwelling, exclusive of one-story porches, patios, garages and carports, shall be permitted on any lot at a cost of less than SIXTY Thousand Dollars (\$60,000.00) This provision is to be based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 therein for the minimum permitted dwelling size. No existing dwelling or building shall be moved onto any one or more of the hereinabove described lots.

IV.

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

V.

BUILDING LOCATION

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 twenty (20) feet minimum - forty-five (45) feet maximum to the front lot line, or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to any interior lot line. A garage or any other permitted accessory building located forty-five (45) feet or more from the minimum building setback line may be built within three (3) feet of the interior lot line.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot. No dwelling shall be located nearer than fifteen (15) feet to the rear lot line.

VI.

DRIVEWAYS

All driveways in the subdivision shall be surfaced with concrete, asphalt or other similar substance. No boat or trailer shall be parked in the driveway or yard in front of the front wall line of the respective house.

VII.

FENCES, WALLS AND HEDGES

The following protective covenants and restrictions shall apply to fences, walls or hedges which shall be erected, placed or altered on any of the afore-described building lots:

A. From the rear boundary line of each building lot and from each respective rear corner of said building lot to the front line of the residence building to be located thereon, there shall be permitted fences, walls or hedges, provided the same are not in excess of six (6) feet in height, and further provided that the type of materials and/or plants utilized in connection with the said hedge shall meet with the approval of the Architectural Control Committee.

B. No fence, wall or hedge of any character shall be erected, placed or altered on any building lot nearer to the street than the front line of the respective residence building, except retaining walls and decorative walls surrounding a courtyard erected at the same time as the main dwelling.

C. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways 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. The same

sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or easement pavement, if any. No trees shall be permitted to remain within such distances to prevent obstruction of such sight lines.

D. Crosswalks shall be constructed across the full width of each lot as the house is constructed. On corner lots the crosswalks shall be extended to the curbs.

VIII.

PROHIBITIVE USES OF THE PROPERTY

No obnoxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

None of the hereinabove described lots shall be used for illegal or immoral purposes nor shall any of the said lots be used for keeping or treating persons afflicted with tuberculosis or any other diseases that are contagious or infectious. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the said lots except that household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

No fertilizers may be applied to any portion of the exterior yard area except pellet type fertilizers in order that any possibility of damage to the Edwards Underground Water Supply may be eliminated.

No exterior antenna of any sort shall be installed or maintained on any lot except of a height, size and type approved by the Architectural Committee.

No exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively to protect the lot and the improvements located thereon) shall be placed or used upon any lot without approval of the Architectural Committee.

IX.

TEMPORARY STRUCTURES PROHIBITED

No trailer, basement, tent, shack, garage, barn or other structure of a temporary character shall at any time be used as a residence, temporarily or permanently.

X.

UTILITY EASEMENTS

No structures, building, fence, gate, post, tree, shrub or other improvement or landscaping (other than grass) shall be placed erected, stored or permitted to remain within any areas designated as utility easements or other easements or alleys on the plat of said subdivision, except that a fence may be erected across such easements provided a removable section is installed for reasonable access. Public authorities, utility companies and S. A. PROPERTIES NORTH, INC., its successors and assigns, shall have free right of ingress and egress over and upon said utility easements or other easements for the purpose of laying, relaying, repairing or maintaining water and sewer lines, manholes, valves and other appurtenances connected with or incidental to the furnishing of water and sewer services to the said above-described lots, and right of ingress and egress for the purpose of installing and maintaining any and/or all facilities for drainage purposes. Further, the gas and electric system of the City of San Antonio, its successors and assigns, shall have free right of ingress and egress over and upon said utility easements or other easements for the purpose of installing, erecting, laying, relaying, repairing or maintaining gas and electric lines and other appurtenances connected with or incidental to the furnishing of gas and electric services to the said above-described lots, and in connection therewith, each of said parties above named, their respective successors and assigns, shall have the right to remove any and all obstructions to free passage along said utility easements or other easements, and all damages occasioned by the removal of any such obstructions being expressly waived by the owner of the land over or adjacent to which said utility easements or other easements exist as shown on said subdivision plat.

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XI.

GARBAGE OR REFUSE DISPOSAL

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

XII.

MAINTENANCE OF AREAS

By the acceptance of a Deed to any one or more of said lots, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition that portion of the easement or alley lying adjacent to such lot or lots and extending to the center line of such easement or alley, including the keeping of weeds or grass mowed within such areas.

XIII.

BUILDINGS CONSTRUCTED ELSEWHERE

No building constructed elsewhere shall be permitted on any of the lots hereinabove described. Factory built components shall not be construed as being prohibited herein.

XIV.

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.

XV.

LOTS NOT TO BE SUBDIVIDED

The subdivision of any one or more of the hereinabove described lots

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into smaller parts or portions shall not be permitted without the express written consent and approval of the Architectural Control Committee. No dwelling shall be erected, placed or altered on any residential building lot which has an area of less than seven thousand two hundred (7,200) square feet and a width of less than sixty (60) feet at the minimum building setback line, except that a dwelling may be erected or placed on any individual lot as subdivided and delineated on the recorded subdivision map of

XVI.

TERM, ENFORCEMENT AND SEVERABILITY OF RESTRICTIONS AND COVENANTS

A. These restrictions and covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date of these restrictions and covenants are recorded, after which said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots as above described has been recorded, agreeing to change said restrictions and covenants in whole or in part.

B. If the parties hereto, or any of them, or their respective successors, heirs or assigns shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any other person or persons owning any of the hereinabove described lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants, and either to prevent him or them from so doing, or to recover damages or other dues for such violations.

C. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED on this 22nd day of April, 19 85.

S. A. PROPERTIES NORTH, INC.

BY: Jerry W. Smith
Jerry W. Smith, Vice President

ATTEST:
M. M. Hughes, Jr.
M. M. Hughes, Jr., Secretary

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

Before me, the undersigned authority, on this day personally appeared Jerry W. Smith, President of S. A. PROPERTIES NORTH, INC., 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 as the act and deed of said corporation.

Given under my hand and seal of office this 22nd day of April, 19 85.

Esther R. Martinez
Notary Public in and for the State of
TEXAS

Esther R. Martinez
My commission expires: 07-01-85

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