

DEED RECORDS

RESTRICTIVE COVENANTS
CROWNHILL PARK SUBDIVISION, UNIT 7
SAN ANTONIO, BEXAR COUNTY, TEXAS

STATE OF TEXAS

I HERBERT KARREN BUILDING COMPANY, INC.

COUNTY OF BEXAR

I TO: THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS:

That HERBERT KARREN BUILDING COMPANY, INC., as owner of the following described lands and premises, to-wit:

Crownhill Park Subdivision, Unit #7, situated within the corporate limits of the City of San Antonio, in Bexar County, Texas, according to map or plat thereof recorded in Vol. 4960, page 96, of the Deed and Plat Records of said County,

hereby certifies that it has subdivided the above described lands, as shown by the said map and plat, which map and plat is hereby adopted as the true and correct survey, map and plat thereof, and which subdivision is and shall be known as Crownhill Park Subdivision, Unit 7, in the City of San Antonio, Bexar County, Texas.

For the benefit of itself, as owner of the land in said subdivision and for the use and benefit of any subsequent owner or owners of any lot therein, as well as the use and benefit of all future owners thereof, the following covenants are made and adopted to run with the land as hereinafter set out.

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 subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

COVENANTS

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than three cars, except that Lot 13, Block 6, New City Block 13106 may be used for a two family dwelling.
2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
3. No dwelling, exclusive of open porches, garages, carports and patios, shall be permitted on any lot at a cost of less than \$10,000.00 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 herein for the minimum permitted dwelling size. On Lots 13-23, Block 6, NCB 13106 and Lots 30-35, Block 15, NCB 13115, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story. On lots 1-13, Block 5, NCB 13105, Lots 1-18 and 36-40, Block 12, NCB 13112, and Lots 1-6, Block 16, NCB 13116, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one story dwelling, nor less than 750 square feet for a dwelling of more than one story.
4. 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 25 feet minimum or 40 feet maximum to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no 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 purposes 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 a building on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot

having an area of less than 7200 square feet, except that a dwelling may be erected or placed on lots as shown on the recorded plat.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. 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 on any lot.
11. 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 purpose.
12. 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 or disposal of such material shall be kept in a clean and sanitary condition.
13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or ally 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.
14. The Architectural Control Committee is composed of Lloyd A. Denton, M.J. Rosenstein and Herbert E. Karren. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to appoint a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
15. No fence, wall or hedge shall be built or maintained forward of the front wall line at the respective house on any lot in this subdivision. No fence in rear yards in excess of five feet in height shall be permitted without express consent of the Architectural Committee.

16. No dwelling constructed elsewhere may be moved onto or placed on any lot in this subdivision.

17. All dwellings in this subdivision shall be of at least 75% masonry construction.

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

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.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Alamo Title Company, a Texas corporation, holder of a first deed of trust lien on the above property joins herein for the purpose of agreeing to said restrictions.

EXECUTED THIS 27th day of December, A. D., 1963.

HERBERT KARREN BUILDING COMPANY, INC.

By: Herbert E. Karren President

Secretary

ALAMO TITLE COMPANY

By: Alfred H. Halff Vice-President

Secretary

(CORPORATE ACKNOWLEDGMENT)

STATE OF TEXAS :
COUNTY OF BEXAR: BEFORE ME, the undersigned authority, on this day personally appeared
HERBERT E. KARREN, President, Herbert Karren Building Company, 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 29 day of January A.D., 1964.

LLOYD H. BARBEE

Lloyd H. Barbree
Notary Public in and for
Bexar County, Texas

(CORPORATE ACKNOWLEDGMENT)

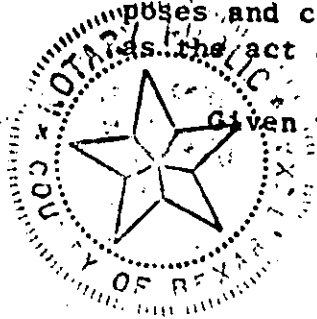
Vol 5089 Page 371

STATE OF TEXAS }
COUNTY OF BEXAR }

BEFORE ME, the undersigned authority, on this day personally
appeared ALEX H. HALFF, Vice-President,

ALAMO TITLE COMPANY

known to me to be the person and officer whose name is subscribed to the fore-
going instrument, and acknowledged to me that he executed the same for the pur-
poses 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 29 day of January, A.D., 1964.

Bess Corrigan
Notary Public in and for Bexar
County, Texas

BESS CORRIGAN

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 named
RECORDS of Bexar County, Texas, as stamped hereon by me.



FEB 5 1964

James W. Wright
COUNTY CLERK
BEXAR COUNTY, TEXAS

Return to: Lloyd H. Barbee
201 W. Travis Street
San Antonio, Texas

[Signature]
COUNTY CLERK
BEXAR COUNTY, TEXAS

1964 JAN 29 PM 4 19

FILED FOR RECORD
IN MY OFFICE

The Public

Herbert Karen Building Company, Inc.
and Alamo Title Company

Restrictive Covenants for
Crownhill Park, Unit #7

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