

75213

DEED

THE STATE OF TEXAS |

COUNTY OF BEXAR |

TIMBERWOOD DEVELOPMENT COMPANY, herein called declarant, is the owner in fee simple of certain real property located in Bexar County, Texas, and, known by official plat designation as TIMBERWOOD PARK, UNIT III, a Subdivision, pursuant to a plat recorded in the Plat Records of Bexar County, Texas, in Volume 8700 Pages 32-37 for the purpose of enhancing and protecting the value and usefulness of the lots or tracts constituting such Subdivision. Declarant hereby declares that all the real property described in said Plat, and each part thereof, should be held, sold and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute and covenant running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

1. All tracts shall be used solely for residential purposes, except tracts designated on the above mentioned plat for business purposes, provided, however, no business shall be conducted on any of these tracts which is noxious or harmful by reason of odor, dust, smoke, gas fumes, noise or vibration, and provided further that the Seller expressly reserves the right until January 1, 1983 to vary the use of any property notwithstanding the restrictions embodied in this contract, should Seller in its sole judgment deem it in the best interest of the property to grant such variances. The granting of any such variance shall be specifically stated in both the contract of sale and in the Seller's deed conveying said tract or tracts.
2. Tracts designated as business may be used either for residential or business purposes, provided, however, that if used for a business, the nature and purpose of the business use shall first be approved in writing by Seller, its successors, assigns and designees. No tract may be subdivided unless written approval is given by the seller, its assignees, successors or designees.
3. No building, other than a single family residence containing not less than 1,750 square feet, exclusive of open porches, breezeways, carports and garages, and having not less than 75% of its exterior ground floor walls constructed of masonry, i.e., brick, rock, concrete, or concrete products shall be erected or constructed on any residential tract in Timberwood Park Unit III and no garage may be erected except simultaneously with or subsequent to erection of residence. No less than a 300 lb. per square asphalt or fiberglass shingle shall be used in any construction in Timberwood Park Unit III. All other types of roofing shall be approved in writing by the Seller prior to construction. All buildings must be completed not later than six (6) months after laying foundations and no structures or house trailers of any kind may be moved on to the property. Servants quarters and guesthouses may be constructed to the rear of the permanent residence. All buildings must be completely enclosed from ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from outside view.

* RETURN TO: TIMBERWOOD DEVELOPMENT COMPANY, 15315 San Pedro, San Antonio, Texas 78232

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4. No improvements shall be erected or constructed in Timberwood Park Unit III, nearer than fifty (50) feet to the front property line, except lots 4 through 27, Block 15, which have a building setback line of seventy (70) feet; nor nearer than five (5) feet to the side property line except that in case of corner tracts no improvements shall be erected or constructed within ten (10) feet of the side property line adjacent to the streets. No materials of any kind shall be placed or stored on the property unless construction of a permanent residence has been commenced and is underway. No used material shall be stored on the property or used in any construction. In the event that materials of any kind are placed on the property which are, in the opinion of the Seller, in violation of the above stipulation and agreement, Seller may notify Purchaser by mail of such violation and if the violation is not corrected and subject material is not removed within ten (10) days after mailing such notice, Purchaser agrees that Seller may remove said material from the property, dispose of said material and charge Purchaser with removal costs, the exercise of which shall leave Seller free of any liability to Purchaser.
5. No building or structure, or fences shall be erected or constructed on any tract until the building plans, specifications, plot plans, and external design have first been approved in writing by the Seller, or by such nominee or nominees as it may designate in writing.
6. No advertising or "For Sale" signs shall be erected in Timberwood Park Unit III without written approval of Seller. Shooting of fire arms or hunting for birds or wild game of any kind on any tract is strictly prohibited.
7. No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with Paragraph 3 above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Department of Health. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be first obtained from the Seller and the local Department of Health. No removal of trees or excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Seller. All driveways must be constructed of concrete or asphalt substance, and must be completed simultaneously with the completion of the residence.
8. An assessment of \$ _____ annually per tract owner (which may be paid semi-annually or annually), shall run against each tract in said property for the use and maintenance of parks and operating costs according to rules and regulations of Seller. The decision of the Seller, its nominee or cosignee with respect to the use and expenditure of such funds shall be conclusive and the Purchaser shall have no right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on each tract respectively, and shall be payable to the Seller in San Antonio, Texas, on the 1st day of June of each year, commencing June 1, _____, or to such other persons as Seller may designate by instrument filed of record in the Office of the County Clerk of Bexar County, Texas. In cases where one owner owns more than one (1) tract there will be only one (1) assessment for such owner. Provided, however, that if such an owner should sell one or more of his tracts to a party who therefore did not own property, then said tract or tracts so transferred shall thereafter be subject to the lien provided herein. Seller shall have the option of increasing said assessment on an annual basis but in no case should assessment increase by more than 10% in any one year.

9. No noxious, offensive, unlawful or immoral use shall be made of the premises.
10. No livestock or wild animals of any kind shall be raised, bred or kept on any tract. Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No kennels may be kept or maintained on any tract.
11. All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs or assigns. Said covenants and restrictions are for the benefit of the entire Subdivision.
12. The Seller reserves to itself, its successors and assigns, an easement or right-of-way over a five (5) foot strip along the side, front and rear boundary lines of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Seller to supply such services. Should a utility pipe line be installed in the rear property easement as herein reserved, Purchaser agrees to install a gate in any fence that shall be constructed on such easement for utility company access to such pipe line.
13. All tracts as subject to easements, liens, and restrictions of record and are subject to any applicable zoning rules and regulations.
14. This contract may not be assigned or recorded without the written consent of Seller. In the event this agreement is assigned, a transfer fee of \$25.00 will be charged by Seller.
15. That an assessment for the purpose of bringing water to each tract of \$8.00 per lineal foot of frontage along the front property line, with a minimum charge of \$795.00, a maximum charge of \$1,500.00 on any one tract, shall run against each tract and part thereof in said property. Such assessment shall be and is hereby secured by a lien on each tract respectively; and when Seller, its successors or assigns, shall construct a water main in the street and/or easement running by said tract and water is made available to same, said assessment aforesaid shall become due and payable to Seller, its successors or assigns, in San Antonio, Texas, at the time the water supply is made available to said property. Said assessment may be arranged on a satisfactory monthly payment basis. Should said assessment not be paid when due as specified above, the unpaid amount shall be charged interest at the rate of eight percent (8%) per annum. In the event the Purchaser shall desire water service and has paid his water assessment, Seller, its successors or assigns, shall furnish water service within ninety (90) days of payment or upon delivery deed, whichever is the earliest date. It is agreed by and between Seller and Purchaser that Purchaser will not hold Seller or water utility responsible for any acts of God, including such services and supply as may be installed.
16. No tract shall be used or maintained for 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. No junk, wrecking or auto storage yards shall be located on any tract.

17. The foregoing covenants are made and adopted to run with the land and shall be binding on the undersigned and all parties or persons claiming through and under it, until January 1, 1998, at which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument, signed by a majority of the then owners of the tracts in Timberwood Park has been recorded, agreeing to change said covenants, in whole or in part.

18. Invalidation of any of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 24 day of July, 1979, at San Antonio, Bexar County, Texas.

TIMBERWOOD DEVELOPMENT COMPANY

BY [Signature]

G.G. GALE, JR., General Partner

THE STATE OF TEXAS |

COUNTY OF BEXAR |

BEFORE ME, the undersigned authority, on this day personally appeared G.G. Gale, Jr., General Partner of TIMBERWOOD DEVELOPMENT COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated therein, and as the act and deed of said Corporation.

GIVEN UNDER my hand and seal of office this 24th day of July, 1979.

Jodie Black
Notary Public, Bexar County, Texas

JODIE BLACK
Notary Public, Bexar County, Texas
My Commission Expires March 14, 1980



STATE OF TEXAS }
COUNTY OF BEXAR }
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Bexar County, Texas on

AUG 24 1979



[Signature]
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR COO
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