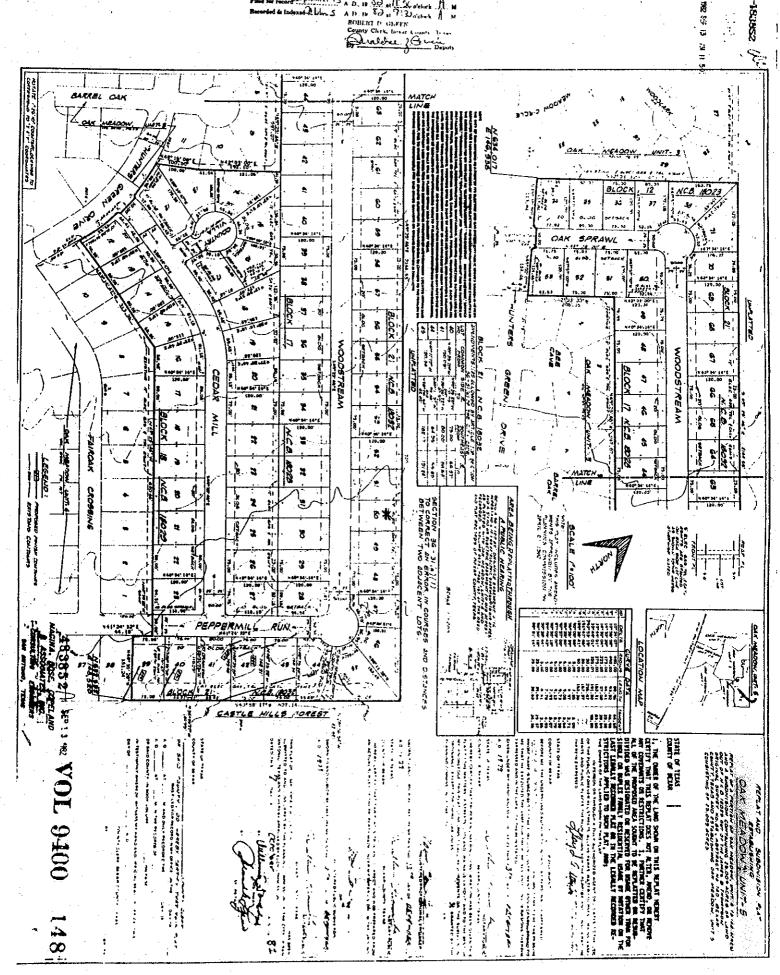
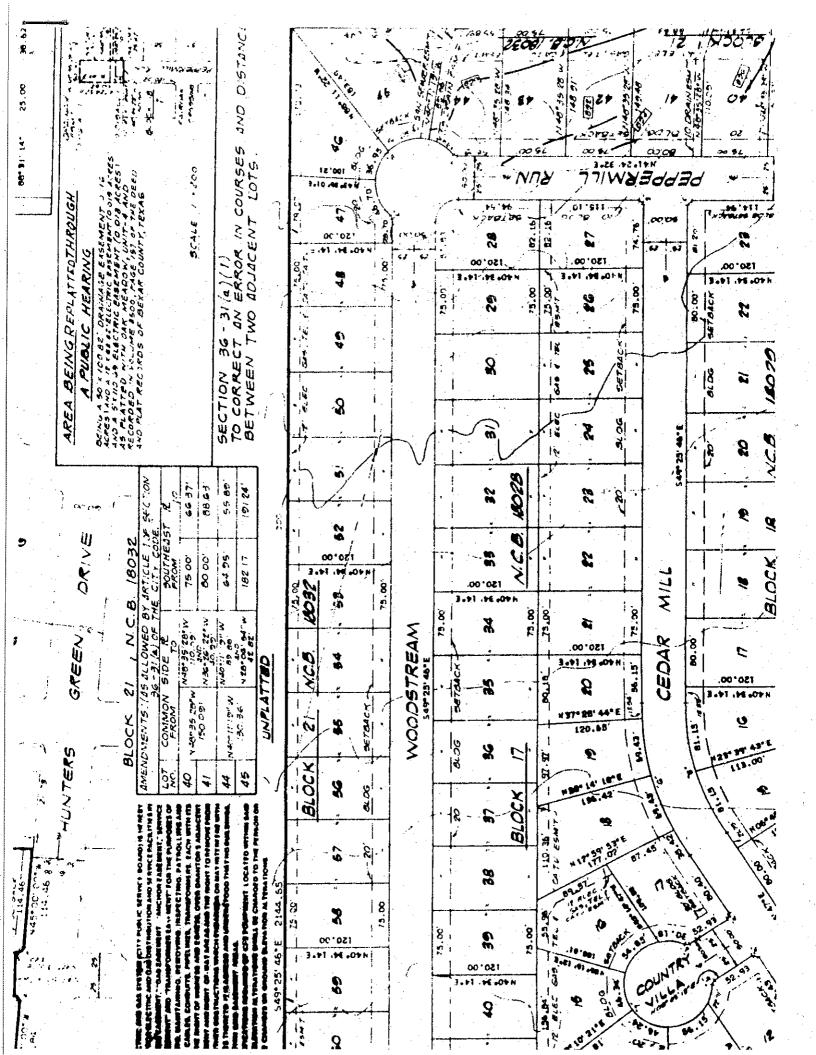
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RESTRICTIVE COVENANTS
OAK MEADOW UNIT #5
SAN ANTONIO, BEXAR COUNTY, 11 XAS

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STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN HY THESE PRICINES

That we, OAK HOLLOW CORPORATION, a Texas Corporation, acting herein by and through its duly authorized officers, as owner, do hereby adopt and impress the following Restrictive Covenants upon only the following-described property, which is hereby designated as a separate and distinct divisional unit:

Lots 36 and 37, inclusive, Block 12; Lots 13 through 16, inclusive, and 18 through 20, inclusive, Block 16; Lots 12; 13, 15 through 20, inclusive, 22, 27, 37 through 47, inclusive, 49, 52, 53, inclusive, Block 17; Lots 42, 44, 59, 60, 62, 68, 70, 71, inclusive, Block 21

OAK MEADOW UNIT #5, situated in Bexar County, Texas, according to map or plat recorded in Volume 9400, Page 14B, Deed and Plat Records of Bexar County, Texas.

OAK HOLLOW CORPORATION hereby certifies that it has subdivided the above-described land as shown by the map and plat of such subdivision, which map and plat has heretofore been filed as the true and correct survey, map and plat thereof, and which subdivision is and shall be known as OAK MEADON UNIT #5.

For the benefit of itself as owner of the land in said subdivision, and for the use and benefit of present or 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 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 any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. The term "parties" or "party" does not include the Architectural Control Committee hereinafter appointed by these Restrictive Covenants.

It is the intention hereby to create a common scheme of Restrictive Covenants for the benefit of the owners of the herein described lots and all other lots
within OAK MEADOW UNIT #5, who may adopt the terms hereof. Any owner of a lot within OAK MEADOW UNIT #5 other than those lots described herein, may subject such lot
to the terms hereof by documents duly executed and acknowledged incorporating by reference, the terms hereof and filing same in the Real Property Rocords of Bexar
County, Texas, upon which event these Restrictive Covenants shall apply and extend
to such lot and shall be enforceable by and against the owners of all such lots within
the OAK MEADOW UNIT #5, subjected to these Restrictive Covenants hereby and thereby.

L3037 FIGE 1359

- 1. SINGLE-FAMILY RESIDENTIAL LOTS: Lots in OAK MEADOW UNIT #5 shall be known and described as single-family residential lots.
- 2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and a plot plan showing the location of the structures have been approved by the Architectural Control Committee as to general compatibility of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, placed, or altered, the Architectural Control Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear, and side elevations on submitted plans. Considerations such as size, setback, cost, and other specific objective requirements are separate and appart from the function of the Architectural Control Committee. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built in the subdivision.
- 3. ARCHITECTURAL CONTROL COMMITTEE, MINDERSHIP, AND PROCEDURE: The initial Architectural Control Committee is composed of Lloyd A. Denton and Cone J. Wells, 8103 Broadway, San Antonio, Bexar County, Texas, and Dan Sitterie, 3520 North FM 1604 East, San Antonio, Bexar County, Texas. A majority of the Committee may elect successors, in the event of resignation or vacancy, or designate a representative to act for it at any time or for any period. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor; a resignation is effective when given in writing to OAK HOLLOW CORPORATION or its successors. Neither the members of the Committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such Committee and of its designated representative and requirement of this Covenant shall cease on and after January 1, 1985; provided, however, that at any time the then record owners of a majority of the lots in this subdivision shall have the power previously exercised by said Committee, through a duly recorded instrument to extend the period during which the Committee shall exercise the powers and duties herein defined. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event this Committee, or its designated representative, fails to

pprove or disapprove within thirty (30) days after plans and specifications have een submitted to it, or in any event, if no suit to enjoin the construction has een commenced prior to the completion thereof, approval will not be required and he related Covenants shall be deemed to have been fully complied with. There shall eno review of any action of the Architectural Control Committee except by proedurers for injunctive relief when such action is patently arbitrary and capricious, not under no circumstances shall such Committee be subject to any suit by anyone or damages. The owners of fifty-one (51) percent of the lots in this subdivision hall constitute the majority mentioned in the preceding paragraph.

- 4. DWELLING COST, QUALITY, AND SIZE: No dwelling exclusive of garages, open orches, or patios shall be permitted on any lot in this subdivision at a cost of ess than \$26,000.00, based upon cost levels prevailing on the data these Covenants re-recorded. Said minimum improvement cost limitations are to be revised proportionately as of the date of actual construction of such improvements on each building site, respectively, to accord with the relative change in the Federal Home Loan ank Board Index of Residential Building Costs in San Antonio, Texas. If such index alues are not available at the time of actual construction, then said minimum approvements limitations above provided shall be revised in accordance with some uitable recognized index showing fluctuations in building costs. The minimum floor rea of the main structure, measured to the outside of exterior walls, exclusive of arages, open porches, patios, and detached accessory buildings, shall be not less han 1,300 square feet for one-story dwellings and 1,500 square feet for split-level and multi-level dwellings.
- 5. MINIMUM MASONRY 50%: For all purposes of these Restrictive Covenants, asonry includes stucco and all materials commonly refered to in the San Antonio, exas, building industry as masonry. A minimum of fifty (50) percent of the first loor wall area to top of first floor window height and exclusive of openings shall e of masonry or masonry veneer construction, but in no case shall there be less han front and two sides masonry, except that split-level and multi-level construction may be waived by the Architectural Control Committee should the plans and specifications so indicate and the plans and specifications be approved as presented ithout conditions attached.
- 6. GARAGE/CARPORT REQUIREMENT. Each dwelling constructed in this subivision shall have a garage or carport, suitable for parking at least two (2)
 tandard-size automobiles, which conforms in design and materials with the main
 tructure.

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8. BOAT AND TRAILER PARKING: No boat, trailer, camper body, or similar vehicle shall be parked for storage in the driveway or front yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dewilling unless parked to the rear of a screen fence.

- 9. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat, or nearer to the side street line than ten (10) feet. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to, nor further than forty-five (45) feet from the front lot line, nor nearer than five (5) feet to an interior lot line, except a detached garage or outbuilding, the front of which is not more than fifty (50) feet from the rear lot line, may be erected no nearer than three (3) feet to the inside lot line. No dwelling shall be located on any lot nearer than fifteen (15) feet to the rear lot line except dwellings on lots facing cul-de-sac streets, half cul-de-sacs, elbow corners, or on other unusually shaped lots which may be twelve (12) feet from the rear lot line when a mean horizontal distance of fifteen (15) feet is maintained from the rear lot line. For the purpose of this Covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.
- 10. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than forty (40) feet at the minimum setback line, nor shall any dwelling be erected or placed on any lot having less than seven thousand (7,000) square feet.
- 11. WAIVER OF FRONT SETBACK REQUIREMENTS: With written approval of the Architectural Control Committee, any building may be located further back from the front property line of a lot than provided in Paragraph 9, where in the opinion of the said Committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Should the plot plan or plat showing location of the proposed structure indicate on its face that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variance.

- 13. NUISANCE: 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.
- 14. TEMPORARY STRUCTURES: 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.
- 15. SIGNS: 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.
- 16. NO OIL OR 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.
- 17. NO LIVESTOCK AND POULTRY: 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.
- 18. GARBAGE AND REFUSE DISPOSAL: 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.
- 19. NO INDIVIDUAL WATER SUPPLY: No individual water supply system shall be permitted on any lot.
- 20. NO INDIVIDUAL SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot.

- 22. SIGHT-DISTANCE AT INTERSECTIONS: No fonce, wall, hedge, or shrub plant ing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway 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. 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.
- 23. BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE: No building previously constructed elsewhere shall be moved onto any lot in this subdivision.
- 24. RADIO AND TELEVISION ANTENNA AND ATHLETIC EQUIPMENT: No exterior radio.... and/or television antenna shall be permitted on any dwelling. This is to include derricks or antennas of any nature mounted on, in, or around the dwelling or the lot upon which the dwelling rests. Any request for deviation from this covenant must be formally submitted to the Architectural Control Committee in writing along with appropriate scale drawings depicting the size, location, and intrinsic appearance of said structure and its relation to the dwelling. In no way is the submittal of such request to be deemed as sufficient to be automatically granted a variance. Said request for variance will be denied should any member of the Architectural Control Committee decline for any reason whatsoever. The decision of the Architectural Control Committee to allow or deny a variance shall be final. Should a variance be granted, in no way shall the variance be deemed to mean that the intent of this covenant is altered to permit antennas or to set a precedent for same. In keeping with the aesthetics of the development, no athletic or sports equipment; i.e., basketball backboard, goal posts, net standards, etc., shall be affixed to the street face of the dwelling nor may they be placed on the lot between the dwelling and the street.
- 25. SIDEWALKS: Street sidewalks shall be constructed in accordance with requirements of the City of San Antonio in existing ordinances including subdivision development ordinance. All utilities shall be underground except where existing

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and/or required by San Antonio City Public Service Board and/or Bell Telephone Company; lots are to include curbs, gutters, and crosswalks per City apecifications. Cross-walks shall extend to the curb line of both streets.

26. LOT MAINTENANCE: The owners or occupants of all lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful, and attractive manner. Lot owners or occupants shall also be required to provide and allow safe and adequate drainage within their lot. This includes the building or construction of any fence, walk, landscaping material, or other obstruction which may divert, impede, or cause to back up run-off water coming not only from their respective lot but from other lots.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said Covenants shall be automatically extended for successive periods of ten (10) 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.

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

EXECUTED this the_

DAK HOLLOW CORPOR

, 1983

ATTEST:

In When Wen

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Toyd A. Denton, Jr., Vice Presiden

SITTERLE PROPERTIES, INC

Danniel S. Sitterle, Evecutive Vice-President

WR 3037 ME 1365

mortgagee	for the p	mihose oi smi	oardinating its li	en thereto		* * * *
	EXECUTED	this <i></i>	day of	Vone_	1983.	
ATTEST:			NATIONAL	BANK OF COMMERCE	OF SAN ANTONIO)
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2000	BEXAR I	•				
officer w me that h	, JR., Vice hose name e executed	e President, is subscribed the same for	igned authority, on OAK HOLLOW CORPOR to the foregoing or the purposes and ted and as the act	ATION, known to a instrument, and consideration t	me to be the pe acknowledged t herein expresse	erson and
1983.	GIVEN UND	ER MY HAND A	ND SEAL OF OFFICE,	this_/4	day of 4Naul	
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	O.		Notary Pu	blic in and for	Wexar County,	7 A
		•	Texas	PRISCILLA S. CAN		
STATE OF	TEXAS I			Notary Public, State (My Commission Expires. Co.		
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My Commission Expires 3/22/97

SAN PEDRO BANK hereby joins in these restrictions as mortagee for the purpose	
of subordinating its lien thereto.	
EXECUTED this 16 day of 1903.	-
ATTEST: SAN PEDRO BANK	
Aug C. Oreva V.P. By: light fet Vik	
NORTH SIDE BANK hereby joins in these restrictions as mortagee for the purpose	
of subordinating its lien thereto.	
EXECUTED this 240 day of JUNE, 1983.	
ATTEST: NORTH SIDE BANK	
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Start I Total	
BROADWAY NATIONAL BANK h to joins in these restrictions as mortagee for the	
purpose of subordinating its lien thereto.	
EXECUTED this	
ATTEST: BROADWAY NATIONAL BANK	
Jerry Montan By: Stem L. Colyman David	
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NATIONAL BANK OF FORT SAM HOUSTON hereby joins in these restrictions for the	
purpose of subordinating its lien thereto. EXECUTED this 24 day of	
MATONAL BANK OF FORT, SAM HOUSTON	
ATTEST:	
By Laure M Journ - Vete	
MERCANTILE BANK hereby joins in these restrictions as mortagee for the purpose	
of subordinating its lien thereto.	
EXECUTED this 74 day of 1983.	
ATTEST: MERCANTILE BANK	
A 3 h By: Impellar w	
3,74	
FROST NATIONAL BANK hereby joins in these restrictions as mortages for the	
purpose of subordinating its lien thereto.	
EXECUTED IN 1983, EXECUTED AND STATE 1983.	
ATTESE FROST NATIONAL BANK	
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Rose M. James M. Caruth, Vice President	
Assistant Orion President Page 9	

TEXAS COMMERCE BANK - SA	A ANIONIO hereby Joins in these restrictions as mortgaged
for the purpose of subordina	ting (tallien thereto.
EXECUTED this day	of
ATTEN	TEXAS COMMERCE BANK - NAN ANTONIO
I Amosto wish	By: Ronblech AVP.
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MORTAGE & TRUST, INC. he	reby joins in these restrictions as mortgages for
urpose of subordinating its	
EXECUTED This 29 day o	f_ June, 1983,
DESERVICE	MORTAGE & TRUST, INC.
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Marie P Kinging	Es By: R. D. Frage Vice Readed
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THE STATE OF TEXAS COUNTY OF BEXAR BEFORE ME, the undersigned authority, on this day personally appeared of NATIONAL BANK OF FORT SAM HOUSTON. 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 the 24 day of Tude , 1983. Bexar County, Texas CLASIA MOTESTA FORMS PIECES LATE IN TEXAS BY COMMISSION EXPRISE 3-25-86 BFFORE ME, the undersigned authority, on this day personally appured of MERCANTILE BANK, 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 the 24 day of Sexar County, Texas THE STATE OF TEXAS COUNTY OF BEXAR BEFORE ME, the undersigned authority, on this day personally appeared lames M. Carurb. Vice President of FROST NATIONAL BANK, 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 the 24thay of June Notary Publican and for Bexar County, Texas My Commission Expires: 11-12-85 Sylvia Esparza Notary Public in Bexar

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Texas

County for the State of

THE STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared known to be the person and officer whose name is subscribed to the foregoing inscribed and acknowledged to me that he executed the same for the purposes and consider and therein expressed and in the capacity therein stated as the act and determine the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the /4/ day of

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Notary Public in and for Bexar County, Texas

CONSTANCE D. BALLARD NOTARY PUBLIC FOR MIAIT OF TEXAS-MY COMMISSION TAPIRLE /-14-84

THE STATE OF TEXAS

COUNTY OF BEXAR

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BEFORE ME, the undersigned authority, on this day personally appeared R. D. Lenzen ,Vice President , of MORTAGE & TRUST, 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 corporative to the said corporative t

Notary Public in and for Bexar Gounty, Texas

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