

DECLARATION OF LIMITATIONS AND RESTRICTIONS

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THE STATE OF TEXAS)

COUNTY OF BEXAR)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, H. W. Marschall, Jr., and W. J. Hedrick, for the purposes of carrying out a uniform plan for the development as a high class residential neighborhood the following described real property in Bexar County, Texas, to-wit:

Being all of Windwood Estates Subdivision, Unit III, Bexar County, Texas, according to the official map or plat thereof recorded at Volume 6500 at Page 234 of the Deed and Plat Records of Bexar County, Texas, reference to which and the record thereof being here made by all pertinent purposes in aid of the description of such property;

do hereby make and publish the following recited limitations and restrictions which shall apply and become a part of all contracts for sale, contracts for deed, deeds, and other legal instruments whereby title or possession to any lot in such subdivision is hereafter conveyed or transferred, to-wit:

1. That each of the lots in such subdivision, with the exception of Lots 73 and 95 thereof, shall hereafter be used only for the construction of one single family residence thereon, including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial use of any such lots shall be permitted and, specifically, that no sign shall be placed on any such lot indicating a commercial use thereof, and that each main dwelling unit constructed on each such lot shall contain at least 1500 square feet of area, exclusive of porches, garages and breezeways; and,

2. That Lots Numbers 73 and 95 in such subdivision shall be used, in addition to being used for single family residential purposes, for apartments, townhouses and neighborhood commercial or business purposes provided any such residence, apartment, townhouse or commercial building so constructed thereon contains at least 2,000 square feet of floor area, is constructed with the use of new materials, is neat and attractive in appearance and the exterior walls thereof are at least 65% brick or stone; and,

3. That all single family main dwelling units hereafter constructed in such subdivision shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof and the exterior walls of all main dwelling units so constructed on said property, exclusive of porches, garages and breezeways appurtenant thereto, shall be constructed of at least 50% stone or brick, and with it being specifically here provided that no houses or other structures shall be moved onto any lot in such subdivision; and,

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4. That the entire exterior of all main dwelling units constructed in such subdivision, together with the driveways, sidewalks and other exterior appurtenances thereto, must be completed within one year after the commencement of work thereon or the placing of materials therefor on such property, whichever occurs the earliest; and,

5. That all main dwelling units constructed in such subdivision, including apartments, townhouses and commercial buildings therein where permitted, shall be set back at least 75 feet from the front property line of each lot in such subdivision and shall be set back at least 25 feet from the side and rear lot lines of each lot in such subdivision, and all such improvements on any lot in such subdivision must face on the street upon which such lot fronts; and,

6. That prior to the construction of any barns, detached garages, sheds, or other out-buildings on any lot in such subdivision plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Restriction Committee hereinafter provided for an approval therefor procured from such committee prior to the commencement of construction thereon, and in connection therewith it is controllingly understood that the construction of any such barns, detached garages, sheds or other outbuildings on any lot in such subdivision without the prior approval of such Restriction Committee will be conclusively presumed to be in violation of these restrictions, with it being intended in connection with the provisions hereof that such Restriction Committee in furtherance of a uniform plan for the development of such subdivision shall be vested with the authority to control the location and type of construction of any such barns, detached garages, sheds, and other outbuildings built in such subdivision in order to insure the development of said subdivision into a high-class residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of such Restriction Committee to give notification of its disapproval of any such plans and specifications for any such improvements, including a plot plan showing the location thereof, within thirty days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval thereof; and,

7. That no garage, garage apartment, shack or temporary building shall be constructed on any lot in such subdivision as living quarters thereon, except that detached servant's quarters may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed; and,

8. That no trailer house or mobile home shall be placed or otherwise permitted on any lot in such subdivision for use as living quarters, in connection with which, however, it is understood that one vacation type mobile home may be parked at or near a main dwelling unit in such subdivision provided it is not used as living quarters; and,

9. That within 100 feet from any street in such subdivision only the construction of a white painted board, redwood, cedar or chain link fencing will be permitted, unless otherwise approved in writing by the Restriction Committee, and that within the area lying beyond 100 feet from any street ranch style fencing may be erected; temporary or electric fencing will not be permitted; and,

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10. That all water wells drilled in such subdivision shall be cased and cemented in accordance with the rules and regulations of the Health Department of the State of Texas; and,

11. That all sewage disposal systems constructed in such subdivision will comply with the Texas Water Quality Board Order No. 70-0731-12 as administered by the local licensing authority having jurisdiction, which as of this date is the San Antonio Metropolitan Health District; and,

12. That no animals will be permitted on any lot in such subdivision other than those that are normally found in a suburban subdivision for private residential use and pleasure, with it being specifically understood that no hogs will be permitted on any part of such subdivision and that no animal or fowl commercial feeding or sales operation will be permitted on any part of said subdivision; and,

13. That no part or portion of such subdivision shall be used as a junkyard or as an area for the accumulation of scrap or used materials and that no part of such subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in such subdivision, nor shall anything be done in such subdivision that becomes an annoyance or nuisance to the owners of other lots in said subdivision.

If through error or oversight or mistake an owner of a lot in such subdivision builds, or causes to be built, any structure thereon which does not conform to all of the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other lots in such subdivision. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners of lots in said subdivision to change, alter or violate any of the restrictions and limitations herein contained.

As the Restriction Committee for such subdivision until July 1, 1974 the undersigned hereby retain the right, in furtherance of a uniform plan for the development of Windwood Estates Subdivision, Unit III Bexar County, Texas, as a high class residential neighborhood, to execute amendments to, including granting variances from and on, the aforerecited restrictive covenants and use limitations on such subdivision provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in furtherance of

of the uniform plan for the development of such subdivision. Such Restriction Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. Prior to July 1, 1974, the undersigned will appoint five property owners in such subdivision to serve as the Restriction Committee for such subdivision from and after such date by instrument recorded in the Deed Records of Bexar County, Texas, and such Restriction Committee as so appointed will thereafter serve as the Restriction Committee for such subdivision until their successors are duly elected as hereinafter provided for. Such Restriction Committee, including any additional members thereof as hereinafter provided for, shall be vested with all of the duties, powers, prerogatives and discretions herein conferred upon the undersigned as the original Restriction Committee for such subdivision. Any vacancies in such Restriction Committee by death, resignation or otherwise, with it being understood that the sale by any member of such committee of all of his property in such subdivision will be for purposes hereof construed as a resignation by him from such committee, will be filled by majority vote of the remaining members of such Restriction Committee by recordable instrument filed in the Deed Records of Bexar County, Texas. Notwithstanding the foregoing, however, it is expressly understood that any time after July 1, 1974, the then owners of a majority of the lots in such subdivision, with any husband and wife being considered as one owner, may by instrument in writing filed in the Deed Records of Bexar County, Texas, elect a five-member Restrictions Committee for such subdivision and any such committee so appointed shall thereafter be vested with all of the duties, powers, discretions and prerogatives of the original Restrictions Committee herein provided for. (**) See Below

The restrictive covenants and use limitations herein provided for on such subdivision are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to property, including the right to acquire title to property by contract or otherwise, in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot in such subdivision,

(**) The Restriction Committee may issue its approval or disapproval of matters pertaining to fencing, stone or brick requirements, re-subdivision of lots and specifications and locations of barns and out buildings by letter; all other matters of a general nature pertaining to the entire subdivision shall be by appropriate instrument filed of record in the deed records of Bexar County, Texas.

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including any person procuring the right by contract to acquire title to any lot in such subdivision, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations on such subdivision, and shall be conclusively presumed to have constructive notice of the restrictive covenants and use limitations herein provided for on such subdivision by virtue of the filing hereof in the Deed Records of Bexar County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such subdivision by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any lot or lots in such subdivision or otherwise.

The restrictive covenants and use limitations herein published and impressed on all lots in such subdivision shall be binding on all of the owners of properties in said subdivision for a period of fifteen (15) years from and after date hereof, and from and after such date shall be automatically extended for an additional term of fifteen (15) years unless by a vote of three-fourths of the owners of lots in such subdivision, with each husband and wife being considered as one owner and with each lot in such subdivision having one vote, taken prior to expiration of said fifteen (15) years and filed for record in the Deed Records of Bexar County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said subdivision.

It is expressly understood that the undersigned, and their heirs, legal representatives or assigns, or any one or more of the owners of properties in such subdivision, shall have the right to enforce the restrictive covenants and use limitations herein provided for on such subdivision by injunction, either prohibitory or mandatory or both, in order to prevent a breach thereof or to enforce the observance thereof, which remedy, however, shall not be exclusive and the undersigned, their heirs, legal representatives and assigns, or any other person or persons owning property in such subdivision, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such subdivision shall accordingly

have their remedy for the damages suffered by them as the result of any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictive covenants and use limitations by the owner of any lot or lots in such subdivision it will be conclusively presumed that the other owners of lots in such subdivision have been injured thereby.

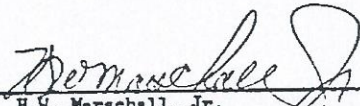
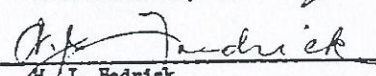
should any breach of the restrictive covenants and use limitations herein provided for on such subdivision be held by any Court of competent jurisdiction to be invalid, void or non enforceable for any reason then it is expressly understood that any such adjudication or holding shall in no way affect, impair or restrict any of the other restrictive covenants and use limitations herein on said subdivision.

The undersigned hereby dedicates all streets and easements for utility purposes shown and set forth on the plat of Windwood Estates Subdivision, Unit III, Bexar County, Texas, for the construction, operation and maintenance of streets and utility lines for the use of owners of lots in such subdivision and for the use of the public to the extent that the public is entitled to use the property so dedicated.

All of the restrictive covenants and use limitations herein contained on such subdivision shall extend to, and accordingly be binding upon, the heirs, assigns, devisees, contract holders, and owners of every kind who may acquire any real property interest of any type, nature or kind in such subdivision from the undersigned, their heirs, legal representatives and assigns.

WITNESS OUR HANDS at San Antonio, Texas, this the 15th day of September, 1971.

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H.W. Marschall, Jr.

W. J. Hedrick

THE STATE OF TEXAS |
COUNTY OF BEXAR |

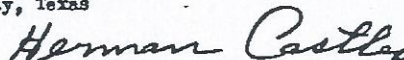
BEFORE ME, the undersigned authority, on this day personally appeared H.W. Marschall, Jr., and W. J. Hedrick, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of October 1971.

HERMAN CASTLES
Notary Public, Bexar County, Texas

Notary Public in and for
Bexar County, Texas



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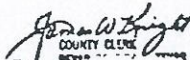
FILED IN MY OFFICE
JAMES W. KNIGHT
COUNTY CLERK BEXAR CO.

1971 OCT 12 PM 4:40

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

OCT 18 1971




COUNTY CLERK

COMMITTEE
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