

CHARTER OAKS
UNIT 5
RESTRICTIVE COVENANTS

224951

H. B. ZACHRY PROPERTIES, INC.

TO

THE PUBLIC

THAT, H. B. ZACHRY PROPERTIES, INC., a Delaware corporation, acting herein by and through its proper corporate officers hereunto duly authorized, in their regular course of business as developers and owners of the following described lands and premises in Bexar County, Texas, to-wit:

Charter Oaks, Unit 5, according to map or plat thereof recorded in Volume 6700, Pages 612-62 Deed and Plat Records of Bexar County, Texas, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

said subdivision contains lots for residential use only, and H. B. ZACHRY PROPERTIES, INC., hereby establish the following restrictions as to the use of such property and the following building requirements affecting such property.

I.

ALL lots in CHARTER OAKS, UNIT 5, shall be known and described as single family residential lots. No structure shall be erected, placed, altered or permitted to remain on any residential lot in said subdivision other than one detached one-story, one and one-half story, split-level or two story family dwelling and a private garage, servant's quarters, storage room or utility room shall be erected on any such lot until the erection of a dwelling thereon. No such garage, servant's quarters or other accessory building shall be more than one-story in height.

At the time of the erection of a dwelling on any such lot, an enclosed garage (with closeable garage doors) either detached or attached to the main residence building sufficient to store two cars shall be erected thereon. Such garage shall be maintained as such and no such garage shall be permanently closed in, altered or remodeled so that it is not available for the storage of two cars therein in

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conection with the residential use of such property.

II.

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans and specifications and a plat showing the location of such building shall have been approved in writing as to quality of workmanship and material conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished elevation by an Architectural Control Committee composed of James H. Uptmore, Raul B. Fernandez and Bill Chamberlain, all of San Antonio, Texas, or by a representative designated by a majority of the members of the said Committee. In the event of the death or resignation of any member of said Committee, the remaining memebers shall have full authority to approve and disapprove such plans, specifications and locations and to designate a successor Committee member with like authority. In the event said Committee or its designated representative fails to approve or disapprove such plans, specifications and locations within thirty (30) days after such plans and specifications have been submitted to it, or in the event if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion ther eof, such approval wll not be required and this covenant shall be deemed to have been fully complied with. The powers and duties of such Committee and of its designated representative and the requirements of this covenant shall cease on and after December 1, 1981, provided, however, that at any time the then record owners of a majority of the lots in CHARTER OAKS, UNIT 5, shall have the power through a duly recorded written instrument to remove any Committee member or members and replace them with other members, or to withdraw from the Committee any of its powers and duties, or to restore to the Committee any of its powers and duties, or to extend the powers and duties of such Committee. Said Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenants.

III.

The minilumum floor area of the main structure of dwellings erected, placed or permitted to remain on any residential lot, exclusive of open porches, terraces,

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garages and detached accessory buildings shall be as follows:

N. C. B	BLOCK	LOT	MIN. SQ. FT. AREA
14203	1	48 thru 94, inclusive	1,450 sq. ft. for one story 1,800 sq. ft. for more than one story
14209	7	10 thru 19, inclusive	ditto
14210	8	16 thru 29, inclusive	ditto
14211	9	1 thru 10, inclusive	ditto
15014	10	1 thru 14, inclusive	ditto

The outer walls of the main residence building constructed on any of the lots in said subdivision shall be at least fifty (50) per cent by area composed of rock, brick or stucco; the outer walls of the garage and servant's quarters, whether detached or attached to the main residence, shall be of the same construction as the outer walls of such residence building. The Architectural Control Committee may grant permission to build a 100% wood frame house in cases where an authentic architectural style is built. All footings, piers and foundations of the main residence on any lot in said subdivision shall be of concrete or masonry construction.

IV.

All buildings in CHARTER OAKS, UNIT 5, shall be located on the lot to comply with the City of San Antonio Zoning Ordinance setback requirements.

For the purpose of this covenant, eaves, steps or open porches shall not be considered as part of the building; provided, however, this shall not be construed to permit any encroachment on another lot or on a side street. It will be the duty of the Architectural Control Committee to secure waivers of City setback requirements when necessary or possible to preserve natural landscaping, and the Architectural Control Committee is herein given authority to approve any such waiver on any lot in CHARTER OAKS, UNIT 5.

V.

All driveway on lots facing generally east or west shall be placed on the north side of the lots. Driveway and garage location may vary upon approval of the Architectural Control Committee, when proposed relocation will add to neighborhood appearance.

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VI.

All driveways in the subdivision shall be surfaced with concrete, asphalt, or other similar substance. No boat, trailer, or house trailer shall be parked for storage in the driveway or yard in front of the FRONT WALL LINE of the respective structure. No antennas, other than regulation size TELEVISION ANTENNAS, are to be erected on the premises or rooftops of single family residence.

VII.

No lot or lots shall be resubdivided into building plots facing a side street or into building plots which will have an area of less than eight thousand (8000) square feet.

VIII.

No fence, or wall, or hedge shall be erected, placed or altered on any building plot nearer to the front street than the front wall line of the respective house, except that retaining walls of not over six (6) inches above lot grade shall be permitted.

IX.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boats, or trailers of any character shall be parked or permitted to remain on any building plot nearer to the front street than the front wall line of the respective house, and violation of this provision is hereby declared to be an annoyance or nuisance to the neighborhood.

X.

No building previously constructed elsewhere shall be moved on any building plot in CHARTER OAKS, UNIT 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence, either temporarily or permanently.

XI.

No signs, of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more

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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 sales period.

XII.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except the cats, dogs or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

XIII.

The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and person claiming through and under it until December 1, 2001, at which time said covenants shall be automatically extended for successive periods of ten(10) years, unless an instrument signed by a majority of the then record owners of the lots in CHARTER OAKS, UNIT 5, has been recorded agreeing to change said covenants in whole or in part.

XIV.

If the parties hereto, or any of them, or their successors or assigns, shall violate or attempt to violate any of the covenants herein contained it shall be lawful for H. B. ZACHRY PROPERTIES, INC., their successors and assigns, or any person or persons owning any real property situated in CHARTER OAKS, UNIT 5, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

XV.

The 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.

XVI.

No trash, ashes or any other refuse may be thrown or dumped on any vacant lot in said subdivision.

XVII.

Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees,

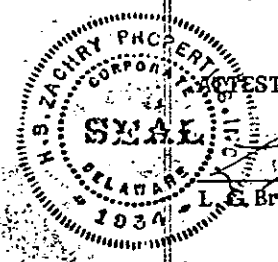
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shrubs, vines and plants which die shall be promptly removed from the property. Until a residence is built on a lot, H.B.ZACHRY PROPERTIES, INC., may at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment and have dead trees, shrubs and plants removed from the property and the owner or buyer under contract of such lot shall be obligated to reimburse H.B.ZACHRY PROPERTIES, INC., for the cost of such work.

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XVIII.

FIRST NATIONAL BANK, hereby joins in these restrictions as mortgage, for the purpose of subordinating its lien thereto, executed at San Antonio, Bexar County Texas, this 13th day of December, A.D., 1971.



ATTEST:
[Signature]
L. G. Briscoe, Jr., Ass't. Secretary

H. B. ZACHRY PROPERTIES, INC.
[Signature]
J. H. Uptmore, Vice President

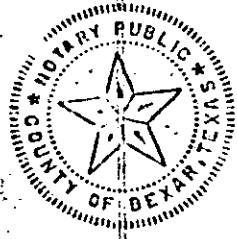
ATTEST:
[Signature]
James D. Burch, Asst. Vice President

FIRST NATIONAL BANK
[Signature]
H. G. Chaffin, Vice President

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared J. H. Uptmore, Vice President, of H. B. ZACHRY PROPERTIES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 13th day December, 1971.



[Signature]
JO DELE LANGFORD
Notary Public, Bexar County, Texas

STATE OF TEXAS 0
 0
COUNTY OF BEXAR 0

BEFORE ME, the undersigned authority, on this day personally appeared


H. G. Chaffin, Vice President

of FIRST NATIONAL BANK, a corporation,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 16th day of ~~December~~ ^{February}, 1972.

Dean Marlette
Notary Public, Bexar County, Texas



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.

APR 10 1972



James W. Knight
COUNTY CLERK
BEXAR COUNTY, TEXAS

36720 \$8.50

RESTRICTIVE COVENANTS

CHANCE OAKS, UNIT 5

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

1972 APR 7 PM 4 14

PLEASE RETURN TO:

H.B. Zachry Properties, Inc.
3740 Colony Drive
San Antonio, Texas 78230

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