

**DECLARATION OF RESTRICTIVE COVENANTS FOR  
THE GARDENS OF OAK HOLLOW**

**BEXAR COUNTY, TEXAS**

THIS DECLARATION, made this       1st       day of October, 1979,  
by DEVORE CONSTRUCTION COMPANY, a Texas corporation, being the owner in fee  
and herein referred to as "Declarant".

WITNESSTH:

WHEREAS, Declarant is the owner of certain real property in San Antonio, Bexar County, Texas, which is more particularly described as follows: Lots 1 through 59, Block 1, N.C.B. 16830; and Lots 1 through 22, Block 2, N.C.B. 16831, THE GARDENS OF OAK HOLLOW,

WHEREAS, Declarant is about to sell and convey said lots and before doing So desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred

To as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of all said lots in the Subdivision;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following assessments, restrictions, covenants, and conditions, which are for the purpose of

protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and

assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

**APPLICABILITY**

Section 1. These restrictions shall apply to the above described lots only and are specifically excluded from application to other lands included in the plat.

ARTICLE II

**TERMS**

Section 1. The covenants and restrictions of this Declaration shall run with And bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

### ARTICLE III

#### **MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1. The Restrictions and agreements set forth herein are made for The mutual and reciprocal benefit of each and every lot in the subdivision and are intended to create mutual, equitable servitudes upon each of the said lots in

Section 1.(continued) favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots, their heirs, successors and assigns, and shall, to the owner of each lot, his successors and assigns, operate as covenants running with the land for the benefit of each and all other lots in the subdivision and their respective owners.

### ARTICLE IV

#### GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or Restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

### ARTICLE V

#### ENVIRONMENTAL AND ARCHITECTURAL CONTROL

Section 1. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any portion of the real property, and the proposed location, thereof, the construction material, the roofs and exterior color schemes, and any later changes or additions thereto shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental and Architectural Control Committee (hereinafter called "Committee") as the same is from time to time composed.

Section 2. The Committee shall be composed of three (3) members to be appointed by Declarant. The initial appointments are: Daniel S. Sitterle, Martin Weilbacher, and Jack Devore. Committee members

shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment by Declarant, its successors or assigns.

Section 3. There shall be submitted to the Committee, as building application together with one (1) set of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structure or improvements of any kind shall be erected, altered, placed or maintained upon any parcel unless and until the final plans, elevations, and specifications be drawn to scale and shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with floor plans, schemes for roofs and exteriors thereof and proposed landscape plantings. A reasonable fee may be required to defray Committee expenses.

Section 4. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. The set of plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them. The Committee shall advise the applicant the reason for any disapproval and suggest changes.

Section 5. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event that same are not in accordance with all of the provisions of these Restrictions; if the design of the proposed building or other structure does not conform to the architectural guidelines; or if the plans and specifications submitted are incomplete.

Section 6. Neither the Committee nor any architects or the Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

Section 7. The Architectural Control Committee shall establish and publish Architectural Guidelines for the Subdivision; which guidelines will include, but Are not limited to, the following:

- A. No individual Lot owner may alter or maintain any alteration in his garage in any manner that will prevent the parking of two full sized automobiles therein.
- B. The front of any garage shall be closer than twenty (20) feet from a street curb or alley pavement, as applicable, if the vehicular access faces a street or alley.
- C. Every dwelling unit shall incorporate at least a two (2) car garage.
- D. No aerial other than regulation type T.V. antennae may be erected anywhere on any Lot and the location of the T.V. antennae shall be designated by the Committee, at the time plans are approved by the Committee.
- E. The Committee shall have the authority to set up regulations as to the height and size requirement for all types of buildings and structures, including fences and walls.
- F. Nothing herein is intended to supercede the Building Codes of the City of San Antonio or to contradict these covenants.

Section 8. Dwelling cost, quality and size.

A. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00 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. 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 1200 square feet for a dwelling of more than one-story.

B. 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 plot

C. No building shall be located on any lot nearer than ten (10) feet to the front lot line, or ten (10) feet to the side street line, without approval from the Architectural Control Committee. In any event no building shall be located on any lot nearer than five (5) feet, or further than fifteen (15) feet, from the front lot line.

D. No dwelling shall be located on any lot nearer than five (5) feet to the rear lot line. If for the purposes 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, on a lot to encroach upon another lot.

## ARTICLE VI

### LAND USE AND IMPROVEMENTS

Section 1. All the platted Lots covered by these Restrictions shall be known and described as residential Lots.

Section 2. No automobile entrance to a garage shall be nearer than twenty (20) feet to a street curb or any alley pavement; and no roof shall extend more than three (3) feet over the driveway.

Section 3. No fence building, shed, or awning shall be build nearer than five (5) feet to an alley.

Section 4. Other building set-backs shall be in accordance with City Code.

Section 5. No animals, livestock, or poultry, of any kind shall be bred, raised, or kept on any Lot, except those domestic household pets such as dogs, cats or birds may be kept provided they are not kept, bred, or maintained for commercial purposes.

Section 6. No Lot or any part thereof shall be used for illegal or immoral purposes.

Section 7. Other buildings: No house trailer, truck body, basement, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence, nor shall any residence of any temporary

character be permitted; provided, however, that the Committee may grant permission for temporary toilets, construction buildings, and sheds for the storage of materials, during construction to be placed on the property. Such permission shall last only for the duration of construction.

Section 8. Old buildings: No old structure shall be moved onto any residential Lot for permanent use.

Section 9. All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by unattractive growth on such Lots or the accumulation of rubbish or debris thereon. Declarant, or its designees shall have the right to enter upon such a lot for purposes of correction to remove unattractive growth or accumulated rubbish or debris thereon, and any costs so incurred shall be a charge against said lot. This requirement shall not apply to lots held by builders for construction of new homes.

Section 10. Mining: No quarrying or mining operations or mineral extractions of any kind shall be permitted upon or in any Lot, nor shall any type of walls, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for drilling shall be erected, maintained, or permitted on any Lot.

Section 11. No truck, boat, recreational vehicle, trailers, or deteriorated vehicles may be kept on a Lot unless it is concealed from public view or can they be kept upon the alleys or the streets within the properties.

ARTICLE VII

EASEMENTS

Section 1. The use of easements as shown on the plat is granted to the City of San Antonio, or other approved entity, for the purposes of drainage; the location of sanitary and storm sewer lines; the location of gas, water, electrical and telephone lines and conduits, and the maintenance thereof.

Section 2. Each Lot shall be subject to an easement for access to make reasonable repairs or construction upon adjoining Lots and structures thereon; provided, however, that (a) any damage caused by such entry shall be repaired at the expense of the Owner whose property was the object of the repair work which caused same, (b) any such entry shall be made only at reasonable times with as little inconvenience as possible to the Owner of the entered Lot, and (c) in no event shall said easement be deemed to permit entry into the interior portions of any residence.

ARTICLE VIII

OTHER RESTRICTIONS

Section 1. Laundry drying yards shall be screened from view from the streets, alleys, and neighbors.

Section 2. Garbage cans: All garbage will be placed in refuse containers and shall not be placed or permitted to remain at the front or rear of the dwelling either within the street or within the alley or upon the Lot, except on those days scheduled for garbage and refuse collection by the City of San Antonio or a privately contracted collector. Except on days for collection as set out above, said containers will be kept in a place that is not subject to public view.

Section 3. Signs: No sign of any kind shall be placed, erected, or maintained on any Lot or Common Properties except one (1) sign of not more 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, or signs used by Developer in connection with the development of the Gardens of Oak Hollow.

ARTICLE IX

VARIANCES

Section 1. The Architectural Committee may allow reasonable variances and adjustment to Articles V and VI of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to the other property or improvements in the

Subdivision. The granting of a specific variance shall be on an individual incident basis, and in no way shall the granting of said variance be held as a precedent for subsequent requests.

## ARTICLE X

### REMEDIES

Section 1. Architectural Committee, or any party to whose benefit these Restrictions inure, including Declarant, its successors and assigns, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions.

Section 2. No delay or failure on the part of the aggrieved party to invoke an available remedy set forth above with respect to a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to hem upon the recurrence or continuation of said violation or the occurrence of a different violation.

Section 3. Provided, however, that any breach of these Restrictions shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value, but all these Restrictions shall be binding upon any Owner whose title is acquired by foreclosure or otherwise.

## ARTICLE XI

### GRANTEE'S ACCEPTANCE

Section 1. The Grantee of any lot subject to the coverage of these Restrictions by acceptance of a deed conveying title thereto, whether from Declarant or a subsequent owner of such lot, shall accept such deed upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and the Committee and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with the grantees and subsequent Owners of each of the lots to keep, observe, comply with and perform said Restrictions and agreements.

IN WITNESS WHEREOF, Devore Construction Company, a Texas corporation, has executed this Declaration on the day and year first above written.

BROADWAY NATIONAL BANK, mortgagor DEVORE CONSTRUCTION COMPANY, a Texas corporation

By: William A. Brown By: Jack Devore

William A. Brown, Senior Vice-President

Jack Devore, President