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JC R.P. 103.00

DEED

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DECLARATION OF RESTRICTIVE COVENANTS FOR  
THE GARDENS OF OAK HOLLOW  
BEXAR COUNTY, TEXAS

THIS DECLARATION, made this 18<sup>th</sup> day of October, 1979, by DEVORE CONSTRUCTION COMPANY, a Texas corporation, being the owner in fee and herein referred to as "Declarant".

WITNESSETH:

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, M.C.B. 16830; and Lots 1 through 22, Block 2, M.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 easements, 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 plan.

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 said lots in

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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 Devora. 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, a 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 therefore have received written approval as herein provided. Such plans shall 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.

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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 no 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 wells.
- 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 plat.
- 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, nor farther 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.
- E. For the purposes of this covenant, awes, 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 an 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 built 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.

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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, check, 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 wells, 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.

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Section 1. 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 other property or improvements in the Subdivision. The granting of a specific variance shall be on an individual case 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 an 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 him 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 effect 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, mortgagee

DEVORE CONSTRUCTION COMPANY, a Texas corporation

By:   
William A. Brown, Senior Vice-President

By:   
Jack Devore, President

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STATE OF TEXAS )  
 )  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared JACK DEVORE 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 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 1st day of OCTOBER, A.D. 19 79.



J.M. WILSON  
*[Signature]*  
Notary Public, Bexar County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM A. BROWN 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 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 1st day of OCTOBER, A.D. 19 79.



J.M. WILSON  
*[Signature]*  
Notary Public, Bexar County, Texas

STATE OF TEXAS )  
COUNTY OF BEXAR )  
I hereby certify that this instrument was FILED in  
the Public Records on the date and at the time shown  
hereon by me and was duly RECORDED in the Official  
Public Records of Bexar County, Texas on



OCT 11 1979  
*[Signature]*  
COUNTY CLERK BEXAR COUNTY, TEXAS

B79 OCT 10 PM 2 09  
FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.

*[Handwritten initials]*

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CONSTITUTION AND BY-LAWS  
OF  
THE GARDENS OF OAK HOLLOW HOMEOWNERS ASSOCIATION

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CONSTITUTION

ARTICLE I

- Name:** The name of the Association shall be: The Gardens of Oak Hollow Homeowners Association, a nonprofit corporation.
- Place:** The place where the business of the Association is to be transacted shall be the Office of the Treasurer, P. O. Box 160381, San Antonio, Texas 78280.
- Duration:** Perpetual

ARTICLE III

**Aims and Objectives:** The purpose of the Association is to promote:

1. A sense of pride for the residents.
2. Promoting the image of the area.
3. Providing a forum for airing of grievance, and promoting the common good and general welfare.

ARTICLE IIII

**Membership:** Any interested homeowner in the 81 residences in the confines of the Gardens of Oak Hollow area may become a member by attestation of support with the aims and objectives of the Association and by payment of annual dues.

**Dues:** Annual dues shall be determined by the BY-LAWS.

ARTICLE IV

**Government:** The Government of the Association shall be vested in a Board of Directors who shall be elected by the membership in such a manner as prescribed in the BY-LAWS.

ARTICLE V

**Meetings:** A general business meeting shall be held each 12 months. The time and place will be decided by the Board of Directors. The members of the Association will be notified by the Secretary concerning the meeting at least 30 days prior to such meeting.

ARTICLE VI

**Amendments:** This Constitution may be amended by a two-thirds vote of the members present at any General Business meeting, provided that a written notice of intention to amend, stating the nature of the amendment, has been sent to the membership at least 30 days prior to the time of the meeting.

CONSTITUTION AND BY-LAWS  
OF  
THE GARDENS OF OAK HOLLOW HOMEOWNERS ASSOCIATION

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BY-LAWS

ARTICLE I

**Membership and Dues:**

1. Membership dues will be as follows (subject to change by two-thirds vote of members present at the annual general business meeting):
  - a. Homeowner (resident or nonresident): \$60.00 annually.
  - b. Lease/renter tenant: \$60.00 annually (paid by either tenant or nonresident owner).
2. Dues are payable on April 1 of each year.
3. Privilege of membership consist of:
  - a. Attending and participating in the meetings of the Association.
  - b. Attending and participating in any social function sponsored by the Association.
  - c. Appointment to committees as deemed necessary.

ARTICLE III

**Election of Executive Officers and Directors:**

1. **Election:**  
At each yearly general business meeting of the Association, the membership shall elect officers for the ensuing year. The tenure of office of all elected officers shall begin and end upon the adjournment of the general business meeting of the Association.

**Executive Officers:** The Executive Officers shall consist of a President, Vice-President, Secretary, and Treasurer. Other Directors shall consist of at least one Director (Block Captain) appointed for each street as follows: Enfield Park, Shoal Run, Misty Creek, Shadow Park North, and Shadow Park South. All Executive Officers shall be elected annually.

2. **Requirements for Nominees:**  
All nominees for Officers of the Association must be paid-up members in good standing.
3. **Duties of Officers:**  
As may be assigned by the Board of Directors.
4. **Board of Directors:**  
The Board of Directors shall consist of the hereafter named Officers: President, Vice-President, Secretary, Treasurer and Block Captains. The president shall serve as Chairman of the Board. The Board of Directors shall:
  - a. Determine the operating policy of the Association,
  - b. Administer the finances of the Association,
  - c. Serve as trustee, having the care, custody and control of any and all equipment, real estate, and other property acquired or owned by the Association.



CONSTITUTION AND BY-LAWS  
OF  
THE GARDENS OF OAK HOLLOW HOMEOWNERS ASSOCIATION

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5. **Quorum:**

For the transaction of the normal business of the Association, a quorum shall consist of a minimum of 5 members of the Board of Directors. For the purpose of constituting quorum for the transaction of business, any member of the Association who holds more than one office on the Board of Directors shall be limited to one vote.

6. **Vacancies in Elected Offices:**

Any vacancy, by resignation or otherwise, on the Board of Directors shall be filled by a member in good standing appointed by the Board until the next general business meeting of the Association.

7. **Meeting of the Directors:**

The Board of Directors shall meet at such periods as may be determined by the President of the Association, provided that all members of the Board of Directors are notified at least 7 days in advance of such meeting.

ARTICLE III

**Committees:**

1. The President shall appoint all committees. Committees shall have such duties and functions as may be assigned to them by the President to expedite the process of administration.
2. **Standing Committee:** The Membership Committee, composed of the Block Captains (Directors), whose duty it shall be to build up the membership of the Association.
3. Other committees may be named by the President from time to time at his own insistence for administrative purposes or that of the board, or at the insistence of a majority of the membership (present and voting) at any regular meeting of the Association.

ARTICLE IV

**Audit:**

An audit, as deemed necessary, of the finances of the Association shall be conducted by a committee of 3 individuals appointed by the President; however, an annual audit must be conducted. The report of the audit shall be presented to the members at the next general business meeting of the Association by the chairperson of the committee.

CONSTITUTION AND BY-LAWS  
OF  
THE GARDENS OF OAK HOLLOW HOMEOWNERS ASSOCIATION

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ARTICLE V

**Rules of Order:**

Roberts "Rules of Order" (the latest edition) shall be recognized as the authority governing the meetings of the Association.

ARTICLE VI

**Dissolution:**

In the event of dissolution of the Association, same shall be carried out in accordance with the requirements and the provisions of the Texas Non-Profit Act, then in existence.

RATIFIED by a majority of the Board of Directors at its regular meeting held on the 13<sup>th</sup> day of March, 1994.

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President, Jim Ford

ADOPTED by a majority vote of the membership at the scheduled regular business meeting held on the 17<sup>th</sup> day of April, 1994.

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President, Jim Ford

**ATTEST:**

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Secretary, Lee Wilkins

**Board of Directors:**

Vice-President, Glenda Varga

Treasurer, Mary Jo Quinn

**Block Captains:**

Jim & Karen Boenig - Enfield Park

Mel & Harriett Rankin - Enfield Park

Jim & Natalie Drexler - Misty Creek

Bill & Beth Buhl - Shadow Park N.

John & Beverly Flanagan - Shadow Park S.

Eddie & Elsyne Enloe - Shadow Park S.

Don & Mary Pruess - Shoal Run

Diane Thole - Shoal Run

**Landscape Liaison:**

Ray & Martha Laube