

DEED

2017 05 31 15:11

9.00

42219

COVENANTS, CONDITIONS AND RESTRICTIONS

RAY ELLISON HOMES, INC.

DATED: May 31, 1979

TO

FILED:

THE PUBLIC

FILE NO.:

RECORDED: Volume
Pages

Deed Records of Bexar County,
Texas

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR)

That RAY ELLISON HOMES, INC., is the owner of that certain subdivision in Bexar County, State of Texas, more particularly described as:

Unit No. 22, BABCOCK PLACE SUBDIVISION,
according to map or plat thereof, recorded in Volume 8500,
page 227-228 of the Bexar County Plat Records.

And said owner does hereby adopt as applicable to the hereinabove described property, a common scheme or plan of covenants, conditions and restrictions hereinafter set out. All of the lots in the above subdivision shall be conveyed, held, used and enjoyed subject to the terms, provisions and conditions of these covenants, running with the land, and binding this owner and successors and assigns.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. The owners of 51% of the lots in this subdivision shall constitute the majority defined and required in the preceding paragraph.
3. If the parties hereto, or any of them or their heirs, assigns or successors in interest, shall violate or attempt to violate any of these covenants, then any person or persons owning real property situated within this subdivision may institute proceedings in law or in equity, against such violators or attempted violators to prevent completion of the attempt or continuation of the violation, or cumulatively, to recover damages or other relief for such breaches.
4. Invalidation of any covenant by judgment or court order shall in no way adversely affect any of the other covenants.
5. All of the lots in the above subdivision shall be for residential purposes, the improvements thereon to be constructed for single family residential use only. Operations of businesses on such premises will not be permitted.
6. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one single family dwelling, a private garage for not more than three cars, and other outbuildings incidental to residential use of the lot, including carport.
7. No structure shall be altered, or any structure erected or placed, other than the original structure(s), on any of the lots in the above subdivision until its plans, specifications and plot plan specifically showing the proposed location of such structure have been approved in writing. Approval must be given by a committee composed of Ray Ellison, Jr., Ken Gancarczyk and Kevin Malatek or by a representative designated by a majority of said committee. If

VOL 1559 PAGE 580

death or resignation occurs to the membership of said committee, then the remaining member or members shall have full authority to approve or disapprove the design and location, or to designate a representative possessing such authority. Neither the members of the committee nor designated representatives shall be compensated for services performed pursuant to this covenant.

8. The powers and duties of the mentioned committee and designated representatives, if any, shall terminate 10 years from date of this instrument.
9. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fails to approve or disapprove the plans and specifications submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
10. On and after 10 years from date of this instrument, the approval described in the foregoing covenants shall not be required unless, prior to said date and effective thereon, a written instrument to be executed by the then owners of record of a majority of the lots in this subdivision, duly recorded, appoints a representative, who shall thereafter exercise the same powers previously exercised by said committee.
11. No building, except as hereinafter excepted, shall be located on a residential building lot nearer to the front property line than 20 feet, nor nearer to any side street property line than the building setback line shown on the recorded original or amended plat of this said unit. The term "building" as used in this paragraph does not include a porch or roof overhang, and it is permissible for such a porch or roof overhang to be constructed nearer to the front property line than the building setback lines shown on the recorded plat. All building approvals must be completed in a workmanlike manner within ninety (90) days. The term "building" as used in this paragraph does not include ornamental or privacy fencing, ornamental or privacy masonry walls nor planter boxes when such items are constructed prior to first sale of the house and lot to the homeowner purchaser; thereafter, construction of such improvements within the setback line is prohibited unless approved by the committee referred to in paragraph 7 above.
12. Private driveways shall be constructed of concrete or asphalt.
13. No fence, wall or hedge on any lot shall be built forward of the front building setback line of the respective house, nor shall any fence, wall or hedge on any corner lot be built forward of the side street building setback line, except such as may be a part of the house as originally constructed on said lot.
14. No obnoxious or offensive type of activity shall be carried on on any lot or improvements thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
15. No mobile homes, tent or structure of a temporary character shall be placed or permitted to remain on any lot within this subdivision, nor shall any partially dismantled motor vehicle be stored or permitted to remain on any lot, or the street in front, or the easement behind the lot. The term "mobile home" does not apply to camping trailers or recreational vehicles. However, camping trailers or recreational vehicles may not be attached to utilities or used for living purposes on said lots. Camping trailers or recreational vehicles, not in daily use, must not be parked, placed or stored nearer to the street than the front property building setback line.
16. 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.

L VOL 1559
PAGE 581

17. 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.
18. No dwelling shall be erected or placed on any lot having a width of less than 54 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.
19. No dwelling shall be permitted on any lot at a cost of less than \$ 30,000.00 (including cost of carport, garage, patio, porches and driveways), 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 porches and garages, shall not be less than 950 square feet for a one-story dwelling. In the case of one and one-half or two-story structures, the total area exclusive of one-story porches and garages, shall not be less than 1400 square feet.
- ✓ 20. No building shall be located nearer than 5 feet to any interior side lot line or nearer than 10 feet to any side street lot line.
21. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property during construction and sales period.
22. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, two cats, and/or two other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.
23. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 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. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
24. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
25. No structure shall be erected or placed on any easement.
26. Any radio and/or television antenna erected on any lot in this subdivision shall not extend more than eight (8) feet above the highest part of the roof of the respective dwelling, shall not be located on the front part of the dwelling, and shall not be located at a distance from any lot line which is less than the length of the antenna from its base to its highest point.

LVDL 1559 PAGE 582

27. By the acceptance of the deed to a lot within this subdivision, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition the lot conveyed to him, including any easements which may traverse a portion of the lot conveyed by said deed, including the keeping of weeds or grass mowed within such area.



EXECUTED this 31st day of May, 1979.

RAY ELLISON HOMES, INC.

Walter E. Nielsen
Walter E. Nielsen, Secretary

BY *Kevin Malatek*
Kevin Malatek
Vice President

THE STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared KEVIN MALATEK, Vice President of RAY ELLISON HOMES, 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 31st day of May, 1979.



Linda L. Schmidt
Notary Public in and for Bexar
County, Texas
LINDA L. SCHMIDT

PLEASE RETURN TO:

SAN ANTONIO TITLE COMPANY
P. O. BOX 5630
SAN ANTONIO, TEXAS 78201

VOL 1559 PAGE 583

32983 9.00

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEAR CO

1979 JUN 1 PM 3 03

STATE OF TEXAS
COUNTY OF BEAR
I hereby certify that this instrument was filed in
my office on the date and at the time stamped
herein on this and was duly RECORDED in the Official
Public Records of Real Property of Bear County, Texas on

JUN - 4 1979



Robert D. Green
COUNTY CLERK BEAR COUNTY, TEXAS

1 VOL 1559
PAGE 584