

RESTRICTIVE COVENANTS

BIG COUNTRY SUBDIVISION, UNIT XIII

 BIG COUNTRY, LTD.

TO

THE PUBLIC

THAT, BIG COUNTRY, LTD., a Texas limited partnership, acting herein by and through its General Partner, J. H. Uptmore & Associates, Inc., hereunto duly authorized, in the usual and regular course of its business, as the owner and developer of the following described land and premises in Bexar County, Texas, to-wit:

All of the Lots in BIG COUNTRY SUBDIVISION, UNIT XIII, Bexar County, Texas, according to map or plats thereof recorded in Volume 2520 Page 64/7, Deed and Plat Records of Bexar County, Texas,

said subdivision contains lots for residential use only and BIG COUNTRY, LTD. hereby establishes the following restrictions as to the use of such property and the following building requirements affecting such property, to-wit:

I.

All of the lots in BIG COUNTRY SUBDIVISION, UNIT XIII, shall be known and used as single family residential lots, and all of the provisions of these restrictions shall apply. No structure shall be erected, placed, altered or permitted to remain on any single family residential lot in said subdivision other than one detached one-story, one and one-half story, split-level or two-story family dwelling and an attached or detached private garage, servant's quarters, storage room, or utility room. No storage room or utility room shall be erected on any such lot until the erection of the dwelling thereon. No such garage, servant's quarters, or any other accessory building shall be more than one-story in height. Any detached storage or utility room placed on the lot shall not be larger than 100 s.f. in size and no bigger than 12' on any one side. At the time of the erection of the dwelling on any such lot, an enclosed garage (with closable doors) either detached or attached to the main residence building sufficient to store one car per dwelling unit shall be permanently 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 one car therein in connection 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 Randy Streetman, J. H. Uptmore, and Raul B. Fernandez of San Antonio, Texas, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any said Committee, the remaining members 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 no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will 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 October 1, 2006, provided, however, that at any time the then record owners of a majority of the lots in BIG COUNTRY SUBDIVISION, UNIT XIII, 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 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 covenant.

III.

The minimum floor area of the main structure of dwellings erected, placed or permitted to remain on any residential lot shall be as follows:

1. 600 square feet for one story.
2. 1,250 square feet for more than one story.

The outer walls of the main residence building constructed on any of the lots in said subdivision shall be at least ten (10) percent 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. All footings, piers and foundations of the main residence on any lot in said subdivision shall be concrete or masonry construction.

IV.

All buildings in BIG COUNTRY SUBDIVISION, UNIT XIII, shall be located on the lot to comply with the City of San Antonio setback requirements. For the purpose of this covenant, eaves, steps or open porches shall not be considered a part of the building provided, however this shall not be construed to permit any encroachment on another lot 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 BIG COUNTRY SUBDIVISION, UNIT XIII.

V.

All driveways and garage locations shall be in accordance with approved zero lot lines and builders approved plans and specifications.

VI.

All driveways in the subdivision shall be surfaced with concrete, or other similar substance. All aprons shall be surfaced with concrete. No boat, trailer, or house trailer shall be parked in the driveway or yard in front of the wall line of the respective structure. No antennas, other than television antennas, are to be erected on the premises or rooftops of a single family residence. No towers for antennas or television reception discs are to be erected on any lot or rooftop. Discs for television reception shall be permitted in the rear yard of the lots provided they are shielded from view by a fence or shrubbery.

VII.

No building shall be erected, placed, altered or permitted to remain on any building plot which has an area of less than four thousand two hundred (4,200) square feet, except that any lot as shown on the original subdivision plat may be used as a building site.

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 house, except that retaining walls of not over six (6) inches above lot grade shall be permitted.

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IX.

A. Easement for Drainage.

It is contemplated that many buildings throughout this unit shall be constructed directly on lot lines (i.e., with no setbacks) and, in certain instances, water from roof eaves of such buildings will necessarily drain upon adjoining lots. There are hereby created drainage easements throughout the properties, for the benefit of each lot, upon, across, in and over each adjoining lot to carry runoff water from buildings of the nature described above, and the owners of lots adjoining such buildings shall not interfere with or inhibit in any way the flow of water through said easements.

B. Easement for Maintenance and Overhang.

Each owner shall possess an easement over and across any portion of a lot within five (5) feet of owner's residence for the purpose of roof overhang and repairing, maintaining and restoring the exterior walls, foundation and/or roof overhang and repairing, maintaining and restoring the exterior walls, foundation and/or roof of such residence, provided, however, such rights shall be exercised only after prior notice to the owner of such abutting lot and following the exercise of such right, the owner of such residence shall restore the area covered by such easement to its prior condition insofar as possible. In no event shall materials or equipment be stored upon the easement area. This easement shall be kept free of permanent above ground obstructions such as portable tool sheds or a fence without a gate.

C. Sidewalls.

In instances where a sidewall of a residence is placed on the lot line (i.e. no side setback), it shall be prohibited to have any openings in said wall. No doors, windows, mechanical or electrical equipment, garage, dryer vents, or vent-a-hood vents shall be placed in or on said wall.

X.

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 annoyance or nuisance to the neighborhood.

XI.

No building previously constructed elsewhere shall be moved on any building plot

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In BIG COUNTRY SUBDIVISION, UNIT XIII, unless this requirement is waived by the Architectural Control Committee. No structure other than a storage type building, of a temporary character such as a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence, either temporarily or permanently, except for builder's use in the sales and construction activities of the builder.

XII.

No signs 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 for sale or rent, or signs used by a builder to advertise the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XIII.

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

XIV.

The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under it until April 1, 2008, at this 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 BIG COUNTRY SUBDIVISION, UNIT XIII, has been recorded agreeing to change said covenants in whole or in part.

XV.

No exploration or drilling operations for exploring for or producing oil or gas or other minerals shall ever be conducted on any of the land comprising the subdivision units covered by these restrictions.

XVI.

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 BIG COUNTRY, LTD., their successors and assigns, or any person or persons owning any said property situated in BIG COUNTRY SUBDIVISION, UNIT XIII, 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.

XVII.

The invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

XVIII.

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

XIX.

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

BEXAR SAVINGS ASSOCIATION - SAN ANTONIO, hereby joins in these restrictions as mortgagee, for the purpose of subordinating its lien thereto.

EXECUTED at San Antonio, Bexar County, Texas, this 1st day of March 1988.

BIG COUNTRY, LTD.
By: J. H. UPMORE & ASSOCIATES, INC.
GENERAL PARTNER

By: Raul B. Fernandez
Raul B. Fernandez
Senior Vice President

BEXAR SAVINGS ASSOCIATION

By: Fred W. Molter
Fred W. Molter
Its: Vice President

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STATE OF TEXAS

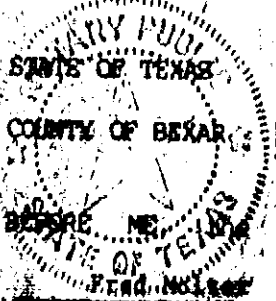
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared RAUL B. FERNANDEZ, SENIOR VICE PRESIDENT of J. H. UPTMORE & ASSOCIATES, INC., a Texas 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 considerations 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 1st day of March, 1988.

Patricia M. Dale
Notary Public, State of Texas

PATRICIA M. DOLES
Notary Public, State of Texas
My Commission Expires 9/17/90



BEFORE ME, undersigned authority, on this day personally appeared Frank M. Lee, Vice President, of BEXAR SAVINGS ASSOCIATION, 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 considerations 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 7th day of March, 1988.

Patrick Clay Howari
Notary Public, State of Texas

PATRICK CLAY HOWARD
Notary Public, State of Texas
My Commission Expires 10-12-89

AFTER RECORDING RETURN TO:

Raul B. Fernandez
Senior Vice President
J.H. Uptmore & Associates, Inc.
3470 Colony Dr., Suite 100
San Antonio, Texas 78230

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Any provision herein which restricts the sale, rental or use of the described real property because of color or race is hereby and unambiguously waived under Federal Law.

THE STATE OF TEXAS
COUNTY OF BEXAR
I, Henry Leroy Day, this instrument was FILED in the Public Records on the date and at the time specified herein by me, and was duly RECORDED. In the Official Public Records of Final the County of Bexar, Texas on:

DEC 8 - 1988



Laurel A. Green
COUNTY CLERK BEXAR COUNTY TEXAS

FILED IN OFFICE
COUNTY CLERK BEXAR CO.
1988 DEC - 7 A 9:32