

**770523**

CHURCHILL ESTATES SUBDIVISION, UNIT 9

RESTRICTIVE COVENANTS

J. H. UPTMORE & ASSOCIATES, INC.

TO THE PUBLIC

THAT, J. H. UPTMORE & ASSOCIATES, INC., a corporation, acting herein by and through its proper corporate officers hereunto duly authorized, as the owner and developer of the following described lands and premises, in Bexar County, Texas to-wit:

LOTS	BLOCK	N.C.B.
1 thru 13, both inclusive	18	17425
1 thru 30, both inclusive	13	17420
137 thru 148, both inclusive	1	17005
1 thru 7, both inclusive	19	17426
9 thru 16, both inclusive	17	17424

all in CHURCHILL ESTATES SUBDIVISION, UNIT 9, according to correction plat thereof recorded in Volume 9500, Pages 10, 11, and 12, Deed and Plat Records of Bexar County, Texas.

and J. H. UPTMORE & ASSOCIATES, INC., does hereby establish the following restrictions as to the use of such property and the following building requirements as to the use of such property and the following requirements affecting such property, to-wit:

I.

All of the above described lots shall be known and described as garden home single family residential lots. No structure shall be erected, placed, altered or permitted to remain on any of said lots 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 quarter or other building accessory 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 storage of two cars therein in connection with the residential use

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VOL 3116 PAGE 0961

of such property.

## II.

No building shall be erected, placed, or altered on such building plot 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 topograph and finished elevation by an Architectural Control Committee, composed of J. H. Uptmore, Jesse R. Adams and Raul B. Fernandez, all 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 member of said Committee, the remaining members shall have full authority to approve or 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 event if 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 May 15, 2004, provided, however, that at any time the then record owners of a majority of the lots covered hereby shall have the power through a duly recorded written instrument to remove any Committee member or members and repalce them with other members or to withdrww 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 of residential building lot

VOL 3116 PAGE 0962

shall be 1650 square feet. The outer walls of the main residence building constructed on any of such lots shall be at least seventy-five (75) 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. All footings, piers and foundations of the main residence on any such lot shall be concrete or masonry construction. The outer wall of the zero lot line side of the residence shall be 100% composed of rock, brick or stucco.

#### IV.

All building on such lots shall be located on the lot to comply with the City of San Antonio Ordinance 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 encroachment on another lot or on a side street (except as herein otherwise specifically provided). 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 such lot.

#### V.

##### A. Easement for Drainage.

It is contemplated that buildings throughout such lots shall be constructed directly on lot lines (i.e., with no setback, except that no exterior sidewall shall be placed closer than ten (10) feet to the exterior sidewall of a previously constructed residence) 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 such lot, upon, across, in and over each adjoining lot to carry runoff water from the 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.

VOL 31 | 6 PAGE 09 63

B. Easement for Maintenance and Overhang.

Each owner shall possess an easement over and across any portion of a Lot abutting said owner's 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 of such residence, provided, however, such rights shall be exercised only after prior notice to 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. No structure shall be built on the easement created by this paragraph. Rain gutters and downspouts shall be required on each home on the zero lot line of the structure.

C. Sidewalls.

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

VI.

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

VII.

All driveways and approach aprons on such lots shall be surfaced with concrete, brick, stone, or other similar substance approved by the Architectural Control Committee. No antennas, other than TELEVISION ANTENNAS, are to be erected on the premises or rooftops of a single family residence. NO TOWERS FOR ANTENNAS are to be erected on any such lot or rooftop.

No reception devices of the type commonly known as discs shall be installed on the premises unless the screening for same has first

been approved by the Architectural Control Committee as to location, height, type of material and general appearance. The Committee shall have the right to require screening which will conceal the disc installation from view from all directions.

#### VIII.

No building shall be erected, placed, altered or permitted to remain on any building plot which has an area of less than five thousand (5,000) square feet, provided, that any lot plotted on the above referred to correction plat may be used as a building site.

#### IX.

No fence, or wall, or hedge shall be erected, placed or altered on any building plot nearer to the front street than the setback line of the respective lot, except that retaining walls of not over six (6) inches above lot grade shall be permitted; and no such fence or wall shall exceed six (6) feet in height above ground level. The front fence of each residence shall be composed of rock, brick or stucco. No fence shall be constructed without the approval by the Architectural Control Committee; and no cyclone or other wire type fence shall be allowed.

#### 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, trailer mobile home or motor homes 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.

#### XI.

No building previously constructed elsewhere shall be moved on any building plot of such lots. 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.

VOL 3116 PAGE 0965

XII.

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

XIII.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that 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 May 5, 2004, 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 owners of the lots covered hereby has been recorded agreeing to change said covenants in whole or in part.

XV.

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 J. H. UPTMORE & ASSOCIATES, INC., their successors and assigns, or any person or persons owning any real property covered hereby to prosecute any proceedings at law or in equity against the 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.

XVI.

The invalidation of any 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.

XVII.

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

VOL 3116 PAGE 966

XVIII.

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, J. H. UPTMORE & ASSOCIATES, 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 J. H. UPTMORE & ASSOCIATES, INC., for the cost of such work.

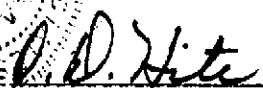
EXECUTED on this the 21st day of May, A.D. 1984.

J. H. UPTMORE & ASSOCIATES, INC.

By: 

J. H. Uptmore  
President

  
ATTEST:

  
O. D. Hite, Secretary

National Bank of Commerce joins herein as mortgagee for the sole purpose of consenting to the imposition of these restrictive covenants on the land covered by its lien.

EXECUTED THIS 22nd day of May, 1984.

NATIONAL BANK OF COMMERCE OF SAN ANTONIO

By: 

Vice President

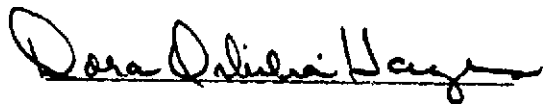
VOL 3116 PAGE 0967

STATE OF TEXAS )  
COUNTY OF BEXAR)

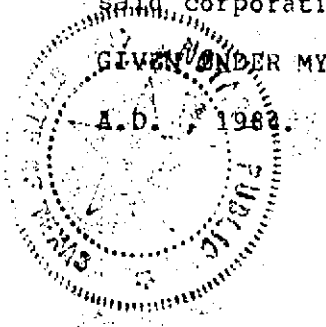
BEFORE ME, the undersigned authority, on this day personally  
appeared J. H. UPTMORE, President of J. H. UPTMORE & ASSOCIATES,  
INC., a corporation, known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged to me that  
he executed the same for the purpose 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, on the 21st day of May,

A.D. 1984.



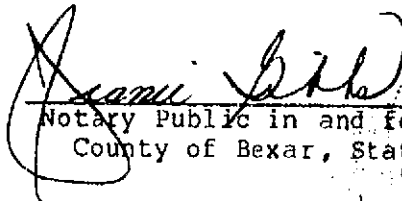
Notary Public in and for the  
State of Texas



STATE OF TEXAS )  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally  
appeared Lamar R. Spencer, Vice President of  
NATIONAL BANK OF COMMERCE OF SAN ANTONIO, 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, in the capacity  
therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 22nd day of  
May, 1984.



Notary Public in and for the  
County of Bexar, State of Texas

Notary Public, State of Texas  
Commission Expires 9-30-84

VOL 3118 PAGE 0968

AFTER RECORDING, RETURN TO:

J. H. Uptmore & Associates, Inc.  
3740 Colony Drive  
San Antonio, Texas 78230  
Attention: Dora



FILED IN THE OFFICE  
ROBERT O. GREEN  
COUNTY CLERK BEXAR CO.

1984 MAY 25 AM 10 19 *mc*

STATE OF TEXAS  
COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me, and  
was duly RECORDED in the Official Public Records of Real Property of  
Bexar County, Texas on



MAY 25 1984

*Robert O. Green*  
COUNTY CLERK  
BEXAR COUNTY, TEXAS