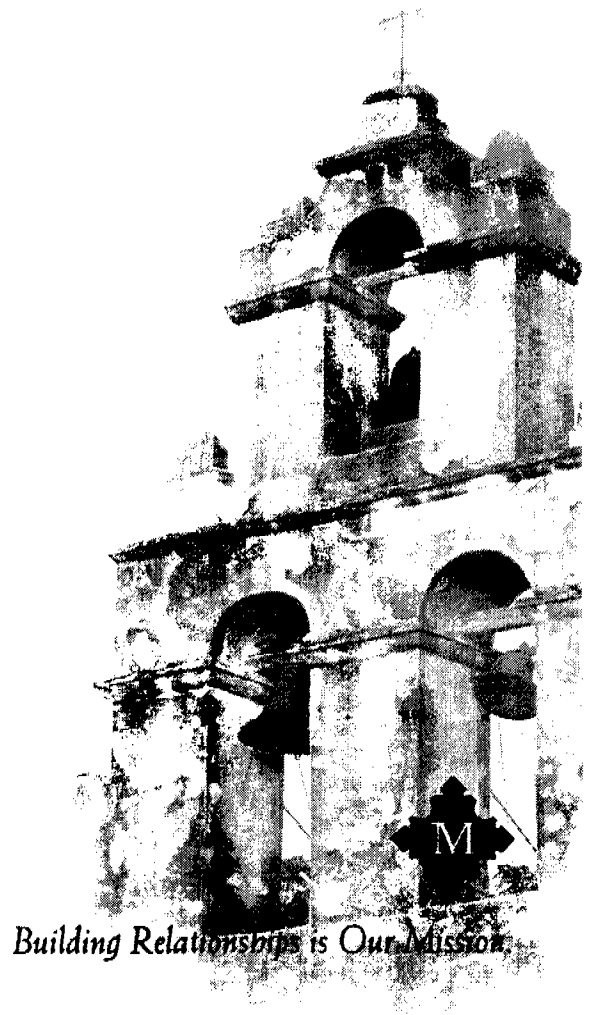




Mission Title

RESTRICTIONS



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Mission Title, L.P.

Property Research Department
114 W. Glenview, San Antonio, Texas 78228
Debbie Rinehart 210-265-8215 Fax: 210-265-8298
www.missiontitle.com

Restrictions

To:	R D Harris Realty	Customer Provided Information:	
Att:	R D Harris	County:	Bexar
	10101 N. Manton Lane	Owner:	
	San Antonio, TX 78213	Address:	High Country Unit 15
		City/State/Zip:	, TX
Mission File Number:	0503518-TP	Effective Date:	
Customer's File Number:		Beginning Search Date:	
		Completed By:	

Information Searched:
HIGH COUNTRY UNIT 15

2674/212 RPR
9300/237-238 PLAT

COPY

1700

DEED

MORTON/SOUTHWEST COMPANY

DATE:

TO

FILED:

RECORDED: VOLUME

PAGE

THE PUBLIC

457434

RESTRICTIVE COVENANTS

HIGH COUNTRY, UNIT 15

STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR *

That MORTON/SOUTHWEST COMPANY

a Texas Corporation (s) acting herein by and through its duly authorized officers, being the owner of that certain subdivision known as High Country, Unit 15 in Bexar County, Texas, according to the plat of the subdivision recorded in Volume 9300, Page (s) 237 - 238 of the Deed and Plat Records of Bexar County, Texas, (hereinafter called the subdivision), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the subdivision, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply in the use, occupancy, and conveyance of all subdivided lots therein, and each contract or deed which may be executed, with regard to any of such property shall be held to have been executed, delivered and accepted subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content.):

I.
USE OF LAND

All lots in the subdivision shall be known and described as single-family residential lots, except for a six (6) foot wide strip of land along the northeast side of Lot 16, Block 30, which may be used as a pedestrian walkway. No structure shall be erected, placed, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, and an enclosed garage or other such outbuilding customarily appurtenant to a single-family dwelling unit and for use in connection therewith.

No owner shall occupy or use his lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants. During the construction and sales period of the initial dwelling units, the builder may erect and maintain such structures as are customary in connection with such construction and sale of such property, including but not limited to, a business office, storage areas, construction yards, signs, model units, and sales office.

No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street or between the curb and property line.

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II.
ARCHITECTURAL CONTROL

No building or fence or other structure shall be erected, placed or altered on any lot in the subdivision until the building and/or fence plans and specifications and a plat showing the location of such building and/or fence shall have been approved in writing as to the quality of workmanship and materials, conformity and harmony of exterior design with existing structures in the subdivision and as to the location of the building and/or fence with respect to topography and finished ground elevation by an Architectural Committee composed of Clifford E. Merton, Jerry E. Hoskins and Sam G. Parnes, 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 member or members shall have full authority to approve and disapprove such plans, specifications and location and authority to designate a successor committee member or members with like authority. In the event said Committee or its designated representative fails to approve or disapprove such plans, specifications and location within thirty (30) days after such plans and specifications have been submitted to it or, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of such Committee and of its designated representative and the requirement of this covenant shall cease on and after December 31, 1991, provided however that at that time the then record owners of a majority of the lots in the subdivision controlled by these covenants shall have the power through a duly recorded written instrument to extend the operation of the covenant for any additional period of time, and in connection with such extensions shall have the power 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. The Architectural Committee shall not be entitled to any compensation for services pursuant to this covenant.

III.
WAIVER OF ARCHITECTURAL REQUIREMENTS

The Architectural Committee is hereby given authority to waive given setback requirements hereinafter provided as follows:

With written approval of the Architectural Committee, any building placement or setback requirements set forth herein may be waived where in the opinion of said Committee, the proposed location of the building will not detract from the appearance and value of the subject property or the adjoining properties.

IV.
DWELLING COST AND QUALITY

No dwelling having a sales price of less than \$ 50,000.00 including land and improvements, based upon cost levels prevailing on the date these covenants are recorded, shall be permitted on any lot.

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The intention and purpose of this covenant is to assure that all dwellings in the subdivision shall be of a quality of workmanship and materials substantially the same or better than the quality of workmanship and materials which can be produced on the date these covenants are recorded at the minimum sales price stated herein for the minimum permitted dwelling size. Said minimum improvement sales price limitations are to be revised proportionately, from time to time, on the dates of actual construction of the said improvements on each lot, respectively, and to accord with the relative change in the Federal Home Loan Bank Board Index of Residential Building Costs in San Antonio, Texas. If such index values are not available at the time of actual construction, then said minimum sales price limitations shall be revised in accordance with a suitable recognized index showing fluctuation in building costs. Said index to be chosen by the Architectural Committee which shall have full discretion in interpreting and implementing all indexes hereunder.

V.

SIZE OF DWELLING

The ground floor area of the main structure of any one-story dwelling shall not be less than 1,300 square feet. The floor area of the ground floor of any dwelling more than one-story shall not be less than 800 square feet. These areas shall be exclusive of open porches, breezeways, carports, garages and other outbuildings.

VI.

LOT AREA AND FRONTAGE

No dwelling shall be erected, placed or altered on any residential lot controlled by these covenants, which plot has an area of less than 5,000 square feet and a width of less than 50 feet at the front building setback line; except that any lot as subdivided and delineated on the above described subdivision plat may be used as a lot irrespective of the above requirements.

Every dwelling erected on any lot shall front or present a good frontage on the street on which said lot fronts. Dwellings on corner lots shall have a presentable frontage on all streets on which the particular corner lot abuts.

VII.

BUILDING LOCATION

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. Notwithstanding the foregoing, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building, except for a detached garage or other accessory buildings permitted by these covenants, shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line, except where a garage is attached to the rear of the main structure of the residence in which case the rear wall of the living area shall not be nearer than

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15 feet to the rear lot line, and the rear wall of the garage shall not encroach upon any easement. For the purpose of this covenant eaves, steps, returns, and open porches shall not be considered as 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.

VIII.

OUTBUILDING REQUIREMENTS

Every outbuilding, except a commercially purchased greenhouse or a commercially purchased metal storage building, shall correspond in style and architecture to the dwelling to which it is appurtenant, and shall be of the same exterior materials, both walls and roof, as such dwelling. No outbuilding shall exceed the dwelling to which it is appurtenant in height or number of stories.

IX.

MASONRY REQUIREMENTS

Masonry will not be required on two-story dwellings. For one-story dwellings, ~~twenty~~ twenty percent (20%) of the gross exterior wall area to a height of eight feet shall be door and window openings or masonry. Masonry is defined as including masonry veneer, stucco, ceramic tile, clay, brick, rock, and other materials commonly referred to in the San Antonio, Texas, area as masonry.

X.

FENCES

No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house, not including decorative walls or fences which are part of the architectural design of the house, and which are not to be built or maintained nearer than twenty feet to the front property line of any lot. An exception shall be made in the case of retaining walls which are necessary to accommodate elevation differences on a lot or between adjacent lots.

No fence, wall, or hedge shall be built or maintained which exceeds a height of 6 feet.

No fence, wall or hedge, or shrub planting which obstructs sight lines 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 line extended; the same sight line limits shall apply on any lot within 10 feet from the intersection of the street property lines with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

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XI.
DRIVEWAYS

All driveways shall be surfaced with concrete, asphalt or other similar hard surfaced material.

XII.
TEMPORARY STRUCTURES

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper or similar vehicle shall at any time be connected to utilities situated within a lot. No dwelling previously constructed elsewhere may be moved on any lot in the subdivision controlled by these covenants. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence either temporarily or permanently, and further specifically includes a mobile home upon which the wheels have been left attached.

XIII.
SIGNS

No signs of any kind shall be displayed to the public view on any single-family residential lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent. Signs used by the developer to advertise the property during the construction and sales period shall be permitted irrespective of the foregoing.

XIV.
MAINTENANCE

Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Lawns must be properly maintained, fences must be repaired and maintained and no objectionable or unsightly usage of lots will be permitted which is visible to the public view.

XV.
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each lot, and all improvements in such areas shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. In addition, there is hereby created 5 foot wide easements for drainage purposes adjacent to the rear lot line and 3 foot wide easements for drainage purposes adjacent to the side lot lines on each and every lot in this subdivision; said

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dimensions measured perpendicular to lot lines. Neither Morton/Southwest Company nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees, or flowers or other property of the owners situated on the land covered by said easements.

XVI.
VEHICLES

No trailer, camper, boat or similar vehicle may be kept, parked or stored on any lot in front of the building setback line or on any street right-of-way for a total of more than thirty (30) days within any three-hundred and sixty (360) day period. No stripped down, wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any lot or street right-of-way. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted on any lot in front of the building setback line or on any street right-of-way. No commercial vehicle bearing commercial insignia or names, not including pickup trucks, automobiles or utility vans, shall be parked on any lot, except within an enclosed structure or a screened area which prevents such view thereof from adjoining lots and streets, unless such vehicle is temporarily parked for the purpose of serving such lot.

XVII.
NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Any owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property.

No exterior speakers, horns, whistles, bells or other sound devices, which are offensive or a nuisance to neighboring property (except security devices used exclusively to protect the lot and improvements situated thereon) shall be placed or used upon any lot.

XVIII.
GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant lot, park or drainage area in said subdivision.

XIX.
PETS

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

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Architectural Committee. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

XX.
OIL AND MINING OPERATIONS

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 any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

XXI.
WATER AND SEWAGE SYSTEMS

No individual water supply system or sewage disposal system shall be permitted on any lot, including but not limited to water wells, cesspools or septic tanks.

XXII.
RADIO OR TV ANTENNAE

No radio or television aerial wires or antennae shall be maintained on any portion of any lot forward of the front building line of said lot. Furthermore, no radio or television aerial wires or antennae shall be placed or maintained on any lot, which extends more than ten feet above the highest part of the roof of the main residence on said lot.

XXIII.
AREAS RETAINED BY DEVELOPER

In the event Morton/Southwest Company retains certain landscaped areas, traffic islands or other property of a similar nature within the subdivision, lot owners shall not place any signs, placards, advertisements or other obstructions within said areas without the prior written consent of Morton/Southwest Company.