

RESTRICTIVE COVENANTS
COUNTRY BEND UNIT #3
BEXAR COUNTY, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That COUNTRY BEND PROPERTIES, acting by and through its duly authorized officers, as owner, does hereby adopt and Impress the following Restrictive Covenants upon the following described property, which is hereby designated as a separate and distinct divisional unit:

Lots 1 through <<unreadable>> inclusive Block 8;
Lots 3 through <<unreadable>>, inclusive, Block 5;
Lots 7 through 16 Inclusive, Block 6;
Lots 16 through 29 Inclusive, Block 7.

COUNTRY BEND UNIT 13. situated in Bexar County, Texas, according to map or plat recorded in Volume 9510, Page 127. Dead and Plat Records of Bexar County. Texas.

COUNTRY BEND PROPERTIES hereby certifies that it has subdivided the above described land as shown on the map and plat of such subdivision, which map and plat has heretofore been filed as the true and correct survey, map and plat thereof, and which subdivision is recorded as COUNTRY BEND UNIT #3.

For the benefit of itself as owner of the land in said subdivision, and for the use and benefit of present or subsequent owner or owners of any lot therein, as well as the use and benefit of all future owners thereof, the following covenants are made and adopted to run with the land as hereinafter set out. Additionally, Declarant reserves the right for so long as Declarant is vested with a legal or equitable ownership interest in any of the property comprising COUNTRY BEND UNIT #3 or any property contiguous with any of the boundaries thereof to enter upon the property of any person or persons owning real property situated in COUNTRY BEND UNIT #3 through its designated agent or a representative thereof to correct, remedy, or abate any violation of the covenants herein, following ten (10) days written notice to the property owner and a failure of the property owner to cure the violation, such action to be at the expense of the property owner in violation or breach of these Restrictive Covenants. In the event that Declarant takes any such action in cure of a violation of any of these Restrictive Covenants, the defaulting or breaching owner of the property affected agrees to pay to Declarant, upon demand, full reimbursement of all costs incurred by Declarant and if said sums are not so paid, Declarant shall additionally be entitled to receive interest thereon at the maximum lawful rate until paid, and all costs of collection, including without limitation, attorneys fees incurred in prosecution of the claim, and all other sums as determined by a court.

Additionally, if the parties hereto, or any of them or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision 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 or other dues for such violation. The term "parties" or "party" does not include the Architectural Control Committee hereinafter appointed by these Restrictive Covenants. Provided, however, that the Architectural Control Committee shall have the right, but not the duty, to <<unreadable>> onto the property site in which or as to which, any violation or breach of the foregoing Restrictive Covenants exists, following the expiration of ten (10) days written notice to the property owner in default or breach, and to summarily abate and remove, at the expense of the defaulting owner, any person, structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Committee shall not be deemed guilty in any manner of trespass; and, in order to cure such violation of these covenants, may expel, remove and put out such offending use, structure, or condition, using such force as may be necessary in so doing, without being liable to prosecution for any damages therefore, the sole remedy for redress of such action being a suit for injunction.

COVENANTS

1. SINGLE-FAMILY RESIDENTIAL LOTS: Lots in COUNTRY BEND UNIT #3 shall be known and described as single-family residential lots.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structures have been approved by the Architectural Control Committee as to harmony and general compatibility of external design with existing structures, and as to location with respect of topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, pieced, or altered, the Architectural Control Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear, and side elevations on submitted plans. Considerations such as size, setback, cost, and other specific objective requirements are separate and apart from the function of the Architectural Control Committee. The Committee's objective is to protect property values by preventing unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built in the subdivision.

3. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP, AHD PROCEDURE: The initial Architectural Control Committee is composed of LLOYD A. DENTON, JR., CONE J. WELLS, and DANIEL D. KOSSL, 3330 Oakwell Court, Suite 200, San Antonio, Bexar County, Texas. A majority of the Committee may elect successors, in event of resignation or vacancy, or designate a representative to act for it at any time or for any period. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. A resignation is effective when given in writing to COUNTRY BEND PROPERTIES or its successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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, 1995; provided, however that at any time the then record owners of a majority of the lots in this subdivision shall have the power through a duly recorded instrument to extend the period during which a Committee shall exercise the powers and duties herein defined. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event this Committee or its designated representative fails to approve or disapprove, within thirty (30) days after plans and specifications have been 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. A failure of the Committee to respond to construction activities of any character as to which plans and specifications have not been submitted shall not constitute approval of the activity nor shall it be deemed a waiver of the rights granted hereunder. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious and under no circumstances shall such Committee be subject to any suit by anyone for damages, actual or consequential. Neither the Committee nor any of its members shall be subject to any suit for damages for any action taken or determination not to act, the sole and only legal remedy against the Committee and its members being by suit for injunction.

4. DWELLING SIZE: The minimum floor area of the main structure, measured to the outside of exterior walls, exclusive of garages, open porches, patios, and detached accessory buildings, shall not be less than 1,600 square feet for one-story and 1,700 square feet for two-story and split-level dwellings.

5. MINIMUM MASONRY 50x: For all purposes of these Restrictive Covenants, masonry includes stucco and all materials commonly referred to in the San Antonio, Texas, building industry as masonry. The area of the outer walls of the main residence building constructed on any of the above-described lots shall be composed of at least fifty percent (50%) masonry, said percentage to apply to the aggregate area of all said walls. Up to eight feet of plate-line glass areas may be considered as masonry areas. At the discretion of the Architectural Control Committee and upon its written approval, the amount of masonry may be reduced to permit a greater variety of architectural styles and textures.

6. TWP-CAR CARPORT OR GARAGE REQUIRED: Each dwelling constructed in this subdivision shall have at least a garage or carport suitable for parking two (2) standard-size automobiles which conforms in design and materials with the main structure.

7. DRIVEWAYS: All driveways on lots facing generally north and south shall be placed on the west side of the lots, and all driveways on lots facing generally east or west shall be placed on the north side of the lots, except, with written approval of the Architectural Control Committee, a driveway may be otherwise permitted on a lot where the said Committee decides the proposed location will not substantially detract from the appearance of the adjoining lots. All driveways in the subdivision shall be surfaced with concrete or asphalt for the first 100 feet of driveway extending from the main road running in front of the lot. The decision of the Architectural Control Committee to allow a variance in driveway location is final. Where driveways cross bar ditches, a minimum twelve inch (12") pipe shall be placed under the driveway in the ditch for drainage.

8. BUILDING LOCATION: 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. In any event, no building shall be located on any lot nearer than forty feet (40') to the front property line, or nearer than twenty feet (20') to an interior side lot line. A detached garage or outbuilding (the front of which is not more than seventy feet (70') from the rear lot line) may be erected to no nearer than fifteen feet (15') to the inside lot line. No dwelling shall be located on any lot nearer than twenty five feet (25') to the rear lot line. Dwellings on lots facing cul-de-sac streets, half cul-de-sacs, elbow corners, or on unusually shaped lots may be twenty feet (20') from the rear line when a mean horizontal distance of twenty-five feet (25') from the rear lot line. For the purposes of these covenants, eaves, 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 to encroach upon another lot. Any lot having a portion thereof designated as a drainage or flood control easement shall not be permitted to have any structure erected or placed in such area of the lot so designated.

9. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than sixty feet (60') at the minimum setback line, nor shall any dwelling be erected or placed on any lot having less than 30,000 square feet.

10. GROUND COVER: Lawn areas must be planted with grass or other ground cover; the use of gravel, pebbles, or any type of shell rock as ground cover for front yard lawn areas is restricted to no more than twenty percent (20%) of the yard area in front of the front wall of the house, excluding driveways and sidewalks. Specific cases may be waived in writing by the Architectural control Committee.

11. FENCE, PATIOS, ETC. Fences, walls, hedges, swimming pools, tennis courts, cabanas, trash enclosures, patios, air conditioning structures, et cetera, may be erected, placed or altered on any lot if minimum building setback areas provided in Paragraph 8 are observed. Any property owner herein affected hereby expressly agrees to maintain, repair, and replace, if need be, that portion of the wood/brick fence, if any, within his property lines.

12. LOT MAINTENANCE: The owners or occupants of all lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful, and attractive manner. New residential lawns shall be seeded, sodded, sprigged, or otherwise treated within thirty (30) days after occupancy. Lot owners or occupants shall also be required to provide and allow safe and adequate drainage within their lot. This includes the building or construction of any fence, walk, landscaping material, or other obstruction which may divert, impede, or cause to back up run-off water coming not only from their respective lot but from other lots. Lot owners or occupants shall cause any construction to be prosecuted diligently to final completion and partially completed buildings or structures and/or damaged buildings and/or structures shall not be allowed to remain in an incomplete or damaged condition for a period of time in excess of sixty (60) days, nor shall any construction activities be abandoned without a recommencement of construction within sixty (60) days.

13. BOAT, TRAILER, AND VEHICLE PARKING: No boat, trailer, boat rigging, motor home, non-operating vehicle, abandoned vehicle, camper, camper body, or similar vehicle shall be parked for storage, or repair, excluding routine maintenance, in the driveway of any dwelling, nor shall any such vehicle be parked for storage

in the sideyard or backyard of any dwelling unless it is screened from regular public view by a fence. In no event shall any boat, trailer, boat rigging, motor hone, non-operating vehicle, abandoned vehicle, camper, camper body, or similar vehicle be parked at any time, in the front yard of any dwelling. Nothing contained herein shall be construed to prohibit the storage of any unused vehicle in the garage or carport permitted on any lot covered hereby.

14. **WAIVER OF FRONT SETBACK REQUIREMENT:** With written approval of the Architectural Control Committee, any building may be located further back from the front property line of a lot than provided in Paragraph 8 where, in the opinion of said Committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Garage locations may vary upon the written approval of the Architectural Control Committee. Should the plot plan or plat showing location of the proposed structure indicate on its face that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variance.

15. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. By acceptance of a deed to any one or more of the above lots, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition any easements which may traverse a portion of the lot conveyed by deed, including the keeping of weeds and grass mowed within such area. Neither COUNTRY BEND PROPERTIES nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, flowers, or other property of the owners situated on the land covered by said easements.

16. **NUISANCE:** No noxious or offensive activity shall be carried on upon any lot, nor shall any nuisance ever be erected, cause or suffered to remain upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, endanger the health or disturb the reasonable enjoyment of any other owner or resident or visitor of or to the neighborhood, nuisance being defined, without limitation, to include any activities so designated under the City Code of the City of San Antonio, Texas.

17. **NO TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, mobile home, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All construction activities shall be carried out with diligence to final completion of the building or structure being erected. No partially constructed building or structure shall be allowed to remain in an incomplete condition for a period in excess of sixty (60) days, nor shall any construction activities be abandoned without a recommencement of construction within sixty (60) days.

18. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, 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 during the construction and sales period.

19. **NO OIL AND MINING OPERATION:** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon 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.

20. **ANIMALS:** No animals, except as otherwise specified herein, will be permitted on any lot in the subdivision other than those that are normally found in a suburban subdivision for private residential use and pleasure, with it being specifically understood that no commercial livestock animal or fowl feeding, breeding or raising or sales operation or feed lot will be permitted on any part of said subdivision. Dogs maintained outside of a residence must be on a leash or within a fenced area. One horse may be maintained on a lot in excess of 1.24 acres and up to two (2) horses may be maintained on a lot in excess of 2.5 acres, provided, however, that the keeping of such horse(s) does not create or cause a nuisance to the subdivision. Horse barns or stables, if constructed on any lot in COUNTRY BEND UNIT #3, shall not be located on any lot nearer to any street than the front site line or front elevation of the primary residence on the property.

21. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. All incinerators or other equipment for disposal of such material shall be kept in a clean and sanitary condition. Trash, garbage, or other waste shall not be kept except in sanitary containers. Materials incident to construction of improvements may be stored on lots during construction.

22. NO INDIVIDUAL WATER SUPPLY: No individual water supply system shall be permitted on any lot.

23. FENCES: No fence, wall, or hedge shall be built or maintained forward of the front wall line of the respective house. No chain link fence shall be allowed on the street side of any lot, including the street sides of corner lots. No fence shall exceed a height of six feet (6') without written permission of the Architectural Control Committee.

24. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular arcs; formed by the street property lines and a line connecting them at points twenty five feet (25') 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. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

25. BUILDING PREVIOUSLY CONSTRUCTED ELSEWHERE: No building previously constructed elsewhere shall be moved onto any lot in this subdivision to be used for dwelling purposes nor for any purpose unless and until such structure is approved by the Architectural Control Committee to be used for the purposes stipulated by the owner in writing. In the event the Architectural Control Committee provided in Paragraph 3 has ceased to function for any reason, the written concurrence of the nearest four (4) owners on either side of the proponent owner must be obtained, and said owners must concur and approve the proposed structure to be moved onto the lot prior to placement.

26. RADIO AND TELEVISION ANTENNA: Any radio and/or television antenna erected on any building in this subdivision shall not extend more than eight feet (8') above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten feet (10') to the front wall line of the respective dwelling. Any dish antenna located on any lot shall be placed in the back part of the dwelling or to the rear of a screen fence in a manner so that it is not readily visible from the street.

27. No professional, business or commercial activity to which the general public is invited shall be conducted on any lot.

2&. UTILITIES:

1. Water: A private water system has been created to serve the areas known as COUNTRY BEND and/or BOERNE SPRINGS to assure a common system for fire protection, intended as a protection to the property owners as to available quantity as well as quality.

There is no other common public water system available to serve this area and this system is accordingly provided. The fees and rates for water service, minimum fee, and water meter and tap fees, are available. The water company reserves the right to charge a minimum stand-by fee of the minimum monthly bill to all lots to which water service is available. The water system has been approved by the Texas Department of Health and is maintained and operated in accordance with their guidelines and regulations.

2. Electricity: Electric service is provided by the City Public Service system of San Antonio and is therefore provided pursuant to the policies and requirements of such system, which are a matter of public record.

3. Gas: This utility is provided by the Gray Forest system pursuant to its policies and provisions, which are also a matter of public record.

4. Telephone: You are advised that the jurisdiction of telephone service for this area is between Southwestern Bell and Guadalupe Valley.

5. Septic Tank: Installation of septic tank facilities shall be in accordance with the requirements of Bexar County and pursuant to required inspections. Should any specific provisions arise out of location requirement of septic tank or fill, the Architectural Control Committee is authorized to make setback waivers and adjustments it deems necessary and compatible to comply with tank and fill location, provided that there are no conflicts with the rules and regulations of the local governmental authority.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2006, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of a majority of the than record <<unreadable>> of the lots, it is agreed to change said Covenants in whole or is part.

Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and affect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal this the 19th day of August, 1985.

/signed/
Lloyd A. Denton, Jr.