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RESTRICTIVE COVENANTS  
WHISPERING OAKS UNIT FOURTEEN  
BEAR COUNTY, TEXAS

STATE OF TEXAS )  
COUNTY OF BEAR )

KNOW ALL MEN BY THESE PRESENTS:

That we, OAK GLEN PARK DEVELOPMENT COMPANY, a Texas Corporation, acting herein by and through its duly authorized officers, as owner, do hereby adopt and impress the following restrictive covenants upon only the following-described property, which is hereby designated as a separate and distinct divisional unit:

Lots 57 through 62, inclusive, Block 7, NCB 14137

Whispering Oaks, Unit #14, situated in Bear County, Texas, according to map or plat recorded in Volume 8800, Page 55, Deed and Plat Records of Bear County, Texas.

OAK GLEN PARK DEVELOPMENT COMPANY hereby certifies that it has subdivided the above-described land as shown by 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 and shall be known as WHISPERING OAKS, UNIT #14.

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.

If the parties hereto, or any of them or their heirs 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.

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COVENANTS

1. SINGLE-FAMILY RESIDENTIAL LOTS. Lots in WHISPERING OAKS UNIT #14 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 of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, placed, 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 prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built in the subdivision.

3. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP AND PROCEDURE. The initial Architectural Control Committee is composed of Lloyd A. Denton, 8103 Broadway, and Louis Kirchoffer and Kenneth A. Nichol, 7475 Callaghan, Suite 1011, all of 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 Oak Glen Park Development Company or its successors. Neither the members of the Committee, or 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 requirement of this covenant shall cease on and after January 1, 1985, 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 the 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

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thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. 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.

4. DWELLING, COST, QUALITY AND SIZE. No dwelling, exclusive of garages, open porches, or patios, shall be permitted on any lot in this subdivision at a cost of less than \$35,000.00, based upon cost levels prevailing on the date these covenants are recorded. Said minimum improvement cost limitations are to be revised proportionately as of the date of actual construction of such improvements on each building site, respectively, 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 improvements limitations above provided shall be revised in accordance with some suitable recognized index showing fluctuations in building costs. 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 be not less than 1,800 square feet for one-story dwellings and 1,900 square feet for split-level and multi-level dwellings.

5. MINIMUM MASONRY 50%: 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. A minimum of 50% of the first floor wall area to top of first floor window height and exclusive of openings shall be of masonry or masonry veneer construction.

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

7. DRIVEWAYS. All driveways in the subdivision shall be surfaced with concrete, asphalt, or other similar substance.

8. BOAT AND TRAILER PARKING. No boat, trailer, camper body, or similar vehicle shall be parked for storage in the driveway or front yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling unless parked to the rear of a screen fence.

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9. 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 twenty-five (25) feet to, nor further than one hundred (100) feet from, the front lot line, nor nearer than five (5) feet to an interior lot line, except a detached garage or outbuilding, the front of which is not more than fifty (50) feet from the rear lot line, may be erected no nearer than three (3) feet to the inside lot line. No dwelling shall be located on any lot nearer than fifteen (15) feet to the rear lot line except dwellings on lots facing cul-de-sac streets, half cul-de-sacs, elbow corners or on other unusually shaped lots which may be twelve (12) feet from the rear lot line when a mean horizontal distance of fifteen (15) feet or more is maintained from the rear lot line. For the purpose of this covenant, 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.

10. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than forty (40) feet at the minimum set back line, nor shall any dwelling be erected or placed on any lot having less than 7,000 square feet.

11. WAIVER OF FRONT SETBACK REQUIREMENTS. 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 9, where in the opinion of the 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 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.

12. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither OAK GLEN PARK DEVELOPMENT COMPANY 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.

13. NUISANCE. 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.

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14. NO TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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

16. NO OIL OR 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, minerals 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.

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

18. GARBAGE AND REFUSE DISPOSAL. 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. Materials incidental to construction of improvements may be stored on lots during construction.

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

20. NO INDIVIDUAL SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

21. FENCES. No fence, wall, or hedge shall be built or maintained forward of the front wall line of the respective house without the approval of the Architectural Control Committee, and in no case shall it be less than twenty (20) feet from the building setback line. Chain link fences are prohibited.

22. 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 within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property

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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.

23. BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE. No building previously constructed elsewhere shall be moved onto any lot in this subdivision except for temporary construction offices.

24. RADIO AND TELEVISION ANTENNA. Any radio and/or television antenna erected on any building in this subdivision shall not extend more than eight (8) feet 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 (10) feet to the front wall line of the respective dwelling.

25. SIDEWALKS. Street sidewalks shall be constructed in accordance with requirements of the City of San Antonio in existing ordinances, including subdivision development ordinance.

26. 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. 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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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

EXECUTED this the 15<sup>th</sup> day of October, 1980.

ATTEST:

Cone J. Wells  
Cone J. Wells, Secretary

OAK GLEN PARK DEVELOPMENT COMPANY

By:

Lloyd A. Denton  
Lloyd A. Denton, President

Louis Kirchoffer, Jr.  
Louis Kirchoffer, Jr.

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ATTEST:

Kenneth Niehoff

NPC REALTY CO.

By: Louis Kirchoffer, Jr.  
Louis Kirchoffer, Jr.

STATE OF TEXAS I

COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared LLOYD A. DENTON, President, OAK GLEN PARK DEVELOPMENT COMPANY, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of October, 1980.

STATE OF TEXAS I  
COUNTY OF BEXAR I

Lynne R. Brown  
Notary Public, State of Texas  
LYNNE R. BROWN  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES 7/14/84

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS KIRCHOFFER, Vice - President & Attorney, NPC REALTY CO., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of October, 1980.

STATE OF TEXAS I  
COUNTY OF BEXAR I

Lynne R. Brown  
Notary Public, State of Texas  
LYNNE R. BROWN  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES 7/14/84

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS KIRCHOFFER, JR., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of October, 1980.

STATE OF TEXAS I  
COUNTY OF BEXAR I

Lynne R. Brown  
Notary Public, State of Texas  
LYNNE R. BROWN  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES 7/14/84

STATE OF TEXAS  
COUNTY OF BEXAR I  
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 said County of Bexar County, Texas on

NOV 18 1980

Robert D. Green  
Notary Public, Bexar County, Texas

PLEASE RETURN TO:  
LYNNE BROWN  
LLOYD A. DENTON COMPANIES  
8103 BROADWAY  
SAN ANTONIO, TX 78209

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK  
NOV 17 1980  
PM 12 56

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