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RESTRICTIONS FOR
TIMBER OAKS NORTH ESTATESVol 6163
Page 362

The undersigned, being the owners of TIMBER OAKS NORTH ESTATES, according to plat attached hereto, do hereby place the following conditions and restrictions on said Subdivision, and create the easements as set out herein:

1.

The Seller reserves to itself, its successors and assigns an easement or right of way over a 10 foot strip of land along the side, front and rear boundary lines of all tracts in said subdivision, for the purpose of installation or maintenance of utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts, with no obligation to Seller, to supply such services. Before any work is done pertaining to location of utilities, building, etc., approval of said location must be first obtained from the Seller. Should a utility pipe line be installed in the rear property easement as herein reserved, Buyer agrees to install a gate in any fence that shall be constructed on such easement for utility company access to such pipe line.

2.

No building other than a single family residence shall be constructed on any lot as conveyed, except garages, garage apartments, servant's quarters or guest houses used for domestic purposes only, which may be built on the rear one-third of any lot.

3.

No improvement, other than fences, shall be placed, built, erected or constructed closer than 10 feet to any property line except structures which are required to furnish utilities. No building shall be located nearer to the front tract line than 50 feet. Out-buildings and detached garages shall not be closer than 30 feet of the front tract line.

4.

Each main residential structure shall consist of no less than 1400 square feet of habitable ground floor area in the case of one story structures. One and one-half or two story structures shall consist of no less than 1000 square feet of habitable ground floor area. The above required habitable areas exclude basements, open porches, garages and breezeways. No building shall be in excess of two stories.

A minimum of 300 square feet of garage or carport shall be required for each single residence. Detached garages are permissible.

Frame or rock exterior construction shall be permitted provided at least 60% of construction is brick, stone, concrete or concrete materials, and no asbestos siding in present form can be used on front exterior walls, unless a written waiver is given by the Seller.

bona fide servant's quarters, guest houses, and similar outbuildings may be constructed to the rear of permanent residences and shall conform to the same design and exterior finish as the dwelling of which it is an integral part.

Removal of any existing tracts as indicated on plat of record is prohibited unless written consent is given by Seller.

5.

All structures shall, before occupancy, be painted on the exterior with a color of the Seller's choice. All roofs shall have a tiled, shingled or graveled roof.

6.

All buildings shall face on a street on which said lot fronts unless a written waiver is granted by the Seller.

7.

Structures must be completed within six months after foundation is completed.

8.

No structure, previously constructed elsewhere, may be moved on any tract within the addition. All tracts shall be used for new residence purposes only and all structures shall be built of new material.

9.

No Buyer, nor his heirs and assigns, shall at any time use as a residence, temporarily or permanently, a house trailer, basement, tent, shack, garage, barn or other out-building. No structure shall be occupied or used until the exterior is completely finished. No fence, wall or hedge over five feet in height shall be constructed or permitted to remain on corner lots and no front yards shall be fenced in unless a cyclone type fence is used.

10.

No material of any kind shall be placed or stored on this property unless construction of a permanent residence has been commenced and is underway. No used material shall be stored on the property. In the event materials of any kind are placed on the property, which are, in the judgment of the Seller, in violation of the stipulations and agreements, Seller may notify Buyer by mail of such violation and if the violation is not corrected and the subject material is not removed within ten (10) days after the mailing of such notice, Buyer agrees that Seller may remove said material from the property, dispose of said materials and charge Buyer with removal costs, the exercise of which right of removal shall leave Seller free of any liability to Buyer.

11.

No water well will be allowed to be drilled or dug on any part of said premises without the written approval of the Seller, and Seller reserves the right to reject any application to drill or dig water wells on said premises.

12.

No removal of trees, 4 inches in diameter or more, nor excavation of any other materials other than for landscaping, construction of building, drive-ways, etc. will be permitted without the written permission of Seller. All minerals in, on and under the property conveyed are excepted from conveyance and are hereby reserved to Seller.

13.

No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank constructed and installed in accordance with the regulations provided by the County of Bexar and State of Texas.

14.

No noxious, offensive, unlawful or immoral use shall be made of the premises, and said premises shall not be used for a dairy, hunting, rifle range, poultry or livestock breeding or raising, hog ranch, dog or cat kennel, nor for any immoral use. Said premises shall not be used for treating for profit infectious or contagious diseases.

15.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2010, at which time the covenants shall be automatically extended for successive

EX-100 6163 363

LWA 6163 net 364

periods of 10 years unless by vote of a majority of the then owners of the tracts of said subdivision, it is agreed to change said covenants in whole or in part. If the Buyer or his heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for the Seller or any person or persons owning any real property situated in said subdivision to prosecute by proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from doing such, or to recover damages.

16.

In the event property owners fail to keep their property clear of weeds, and rubbish, Seller, at its option, may do so for a charge of \$25.00 per year for each tract, at property owner's expense. No advertising or "For Sale" sign shall be erected on any tract without written approval of the Seller.

17.

Seller expressly reserves the right to vary the use of any property, notwithstanding the above restrictions, should Seller in its sole judgment deem it in the best interest of the subdivision to grant such variance or variances so as to permit the use for business purposes a tract or tracts restricted to residential use. The granting of any such variance by the Seller to Buyer shall be specifically stated in both the Contract to Convey and in the Seller's deed conveying such tract or tracts.

18.

Tracts designated as business may be used either for residential or business purposes or both, provided however, that if used for a business, the nature and purpose of the business use shall first be approved in writing by the Seller. The Buyer shall make the customary service contracts with utility and telephone companies.

19.

An assessment for the purpose of bringing water to each tract, or \$4.00 per foot for frontage along the front property line, with a maximum charge of \$700.00 on any one tract, shall run against each tract and part thereof in said property. Such assessment shall be and is hereby secured by a lien on such tract respectively; and, if and when Seller, its successors or assigns, shall construct a water main in the street and/or easement running by said tract and water is made available to same, said assessment aforesaid shall immediately become due and payable to Seller, its successors or assigns at the time the water supply is made available to said property. Said assessment may be arranged on a satisfactory monthly payment basis. Should said assessment not be paid when due as specified above, the unpaid amount shall be charged interest at the rate of 10% per annum. In the event the Buyer should desire water service and has paid his water assessment, if the existing water mains are more than 1,000 feet from Buyer's property, Buyer shall have the option of paying the water company the cost of extending the required mains to Buyer's property, with water service company to reimburse Buyer for such actual cost as other services are requested along that extension; or Buyer may transfer to any other available tract in Triller Lake North Estates where water is available. In no event shall Buyer transfer to a tract of less value, and should such tract transferred to be of greater value than his previously owned tract, Buyer shall pay such difference to Seller. If and when a water system is installed it is agreed by and between Seller and Buyer that Buyer will not hold Seller or water company responsible for any act of God, including such services and supply as may be installed.

20.

It is agreed by and between the parties hereto that in addition to the purchase price that he or shall pay the pro rata share of the costs of street paving, but not to exceed the sum of \$100.00 per tract and Buyer shall pay an assessment of twenty cents (20c) per annum per front foot, calculated upon the frontage of each tract or tracts, for road maintenance and improvement.

Such costs of street paving and maintenance and improvement assessment shall be and is hereby secured by a lien upon each of said tracts. The amounts as set out above shall be due and payable immediately upon demand by the Seller. Failure of the Buyer to pay such amounts when due will automatically constitute a lien upon each of said tracts or tract and shall bear interest from the due date until paid at the rate of 10% per annum. Buyer hereby agrees to pay all necessary costs incurred by Seller in bringing such action.

21.

No building shall be erected, placed or altered on the property until the building plans, specifications and plat showing the location of such building, have been approved in writing as being in conformity with the covenants and restrictions herein, by the Seller, its successors and assigns, or by any agent so designated for such purposes by Seller, its successors and assigns.

22.

Easements and restrictions of record affecting the title to the above described property are subject to any applicable zoning rules and regulations.

23.

On Lots 1 and 2 in Block 1, and Lots 1 and 2 in Block 5, the owners herein expressly reserve said lots at their option for commercial uses and in the event same are not used as commercial property then all of the restrictions set out above shall attach to said lots.

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 22nd day of May, 1969.

Jack Charles
Loyde C. Walls
Sam Fogiel
Johnny Stein

STATE OF TEXAS }
COUNTY OF BEXAR }

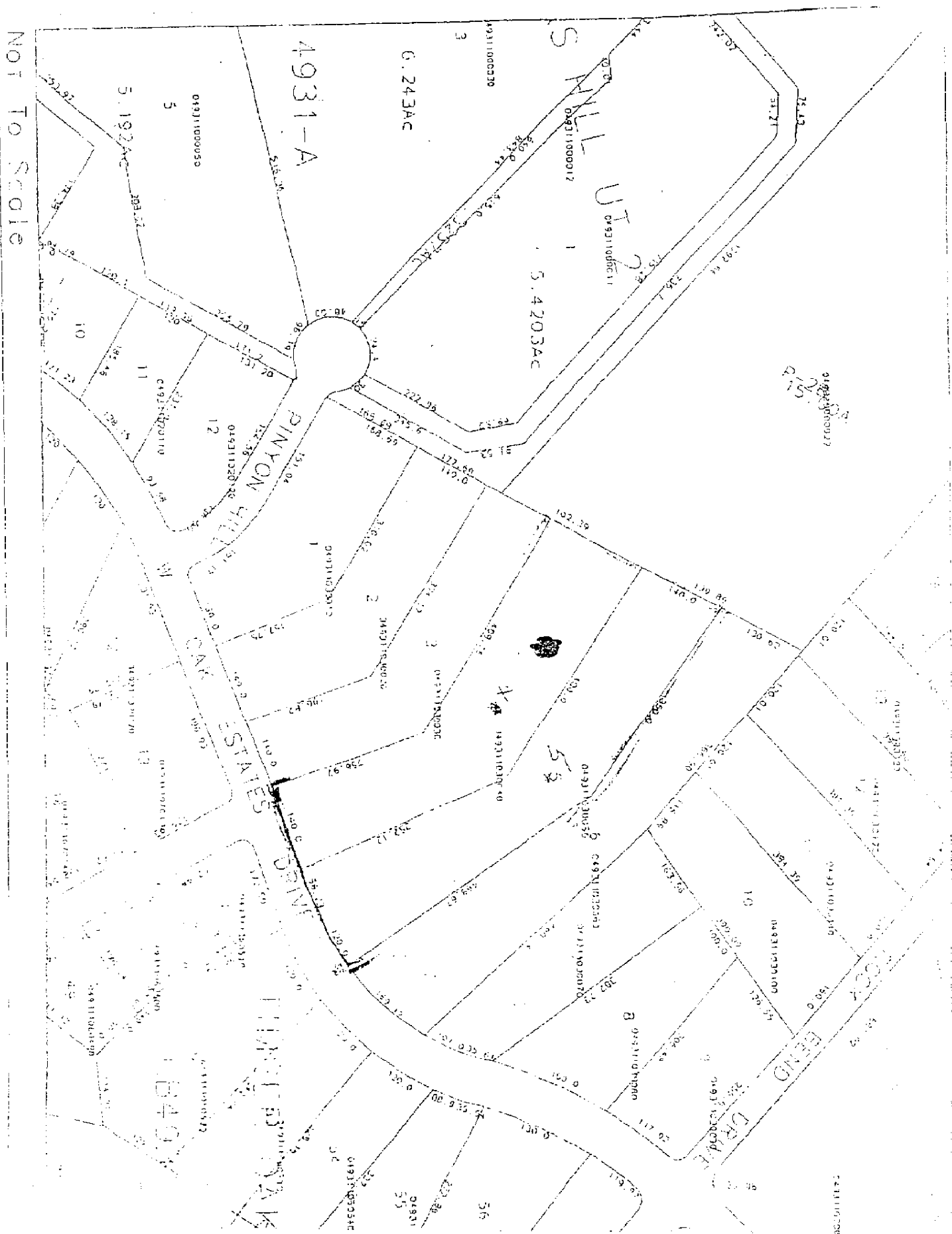
Before me, the undersigned authority, on this day personally appeared JACK CHARLES, LOYDE C. WALLS, SAM FOGIEL and JOHNNY STEIN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed same for the purposes and consideration therein expressed.

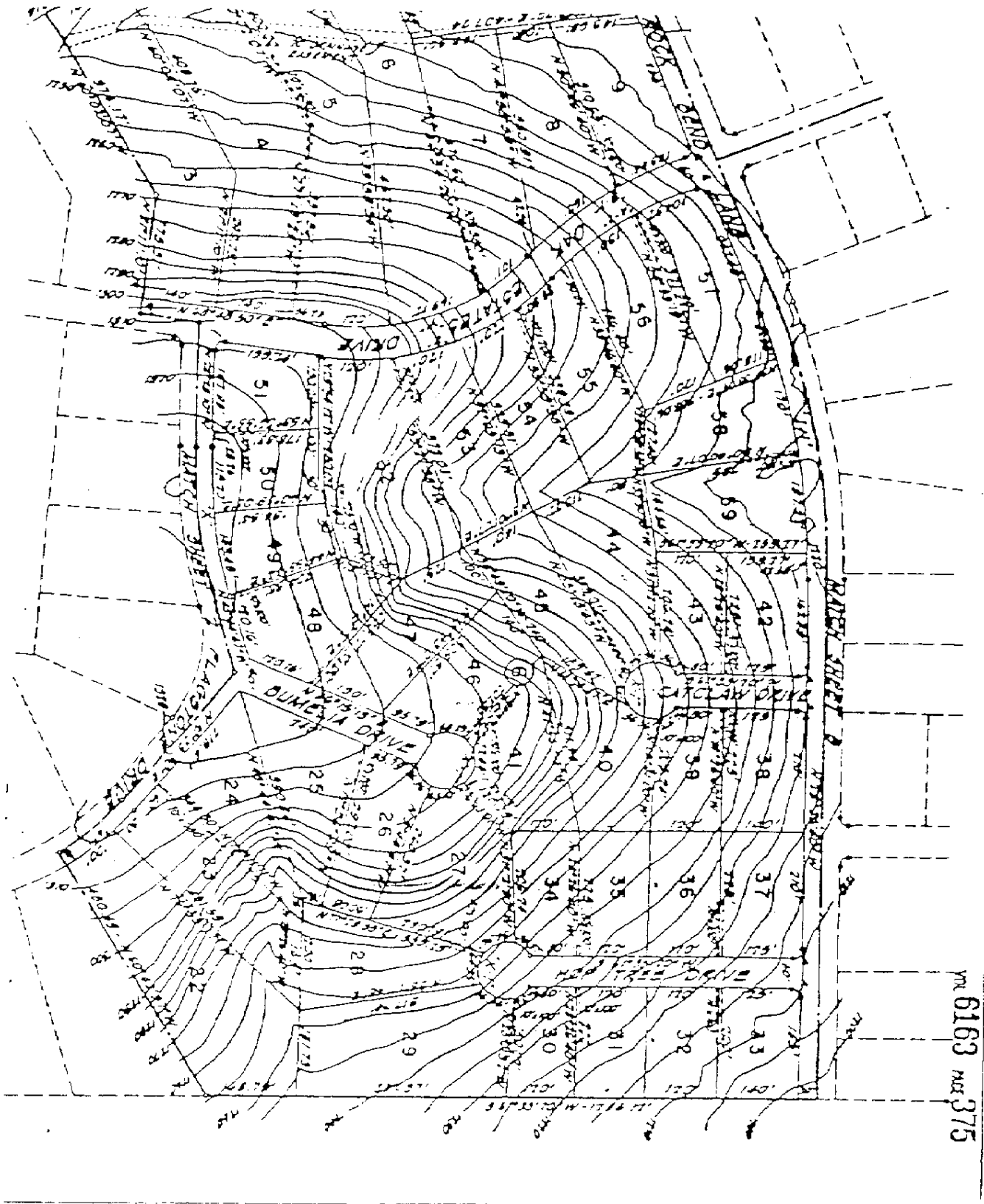
Given under my hand and seal of office, this 22 day of May, 1969.



Andrea C. Martinez
Notary Public, Bexar County, Texas.
ANDREA C. MARTINEZ
Notary Public, Bexar County, Texas

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