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Lakecroft Beach Estates
Inc.
10400 N. E.A. - 410 450
S. A., Tex. 78209

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RESTRICTIVE COVENANTS
NORTH SAN ANTONIO HILLS, UNIT NO. ONE

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

That LAKE CROFT BEACH ESTATES, INC., a Texas corporation, is the owner and developer of property situated in Bexar County, Texas known as NORTH SAN ANTONIO HILLS, UNIT NO. ONE, being the property affected by these restrictive covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That LAKE CROFT BEACH ESTATES, INC., acting by and through its duly authorized President, B. J. Sledge, Jr., as owner of said property, does hereby adopt the hereinbelow set forth CONDITIONS and RESTRICTIONS as to the use and enjoyment of said above described property. Said property shall be conveyed, held, and used, subject to the terms, provisions, and conditions of these protective conditions and restrictions, which shall run with the land.

RESTRICTIVE COVENANTS

1. All lots shall be used solely for new residential purposes, except tracts designated on the subdivision plat for business purposes; provided, however, no business shall be conducted on any of said tracts which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibration; provided, further, however, that Seller reserves the right until January 1, 1975 to vary the use of any property notwithstanding the restrictions embodied in this contract, should Seller in its sole judgment deem it in the best interests of the property to grant such variances. The granting of any such variance by Seller shall be specifically stated in the deed conveying said tract or tracts.

2. Tracts designated as business may be used for either residential or business purposes; provided, however, that if used for a business, the nature and purpose of the business use shall first be approved in writing by Seller, its successors, assigns or designees. No portion of a tract less than the whole thereof may be sold, and no tract may be resubdivided, without the written approval of Seller, its successors, assigns, or designees.

3. No building, other than a single family residence containing not less than 1600 square feet, exclusive of open porches, breezeways, car ports and garages, and having not less than 65% of its exterior walls constructed of masonry (brick, rock, concrete or concrete products), shall be erected or constructed on any residential tract, and no garage may be erected except simultaneously with

or subsequent to erection of a residence. All buildings must be completed not less than six (6) months after laying foundations and no structures or housetrailer of any kind may be moved onto the property. Servants quarters and guest houses may be constructed to the rear of a permanent residence, simultaneously with or subsequent to erection of the permanent residence or approved business. All buildings must be built on a concrete slab foundation.

4. No improvements shall be erected or constructed on any tract nearer than fifty (50) feet to the front property line nor nearer than ten (10) feet to the side property line, except that in the case of corner tracts, no improvements shall be erected or constructed within twenty (20) feet of side property lines adjacent to streets. No material of any kind shall be placed or stored on any tract unless construction of a permanent residence or permissible business has been commenced and is under way. No used material shall be stored on any tract or used in any construction. In the event materials of any kind are placed on the property which are, in the opinion of the Seller, in violation of the above stipulation and agreement, Seller may notify Purchaser by mail of such violations, and if the violation is not corrected and the subject material is not removed within ten days after the mailing of such notice, Seller may remove said material from the property, dispose of such material, and charge Purchaser with removal and disposition costs, and Seller shall have no liability to Purchaser by virtue of the exercise of such right of removal.

5. No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Seller, or by such nominee or nominees as Seller may designate in writing. No building or structure shall be occupied or used until the exterior thereof is completely finished. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of said tracts shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No building or structure shall be occupied or used until all exterior portions thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be first obtained from the Seller and the local Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Seller.

7. No noxious, offensive, unlawful or immoral use shall be made of any tract.

8. No livestock of any kind shall be raised, bred, or kept on any tract. Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. No tract 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 sanitary condition. No junk, wrecking or auto storage yards shall be located on any tract. No advertising or "For Sale" sign shall be erected on any tract without written approval of Seller.

10. Seller reserves to itself, its successors and assigns, an easement or right-of-way over a five foot strip along the side, front and rear boundary lines of the tract or tracts herein described, for the purpose of installation or maintenance of public 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. Should a utility pipeline be installed in the rear property easement as herein reserved, Purchaser agrees to install a gate in any fence that shall be constructed on such easement for utility company access to such pipeline.

11. All tracts are subject to easements and restrictions now of record and are subject to any applicable zoning rules and regulations.

12. These covenants and restrictions shall be binding upon the Purchaser, his successors, heirs and assigns. These covenants and restrictions are for the benefit of the entire subdivision above described.

13. The restrictions herein contained shall run with the land until June 1, 2000, provided, however, that the record owners of a majority of the tracts subject to these restrictions shall have the power through a duly recorded written instrument to extend these restrictions for successive ten year periods from and after the aforesaid date.

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

EXECUTED this 15 day of May, 1973.

LAKE CROFT BEACH ESTATES, INC.

By B. J. Sledge, Jr.
B. J. Sledge, Jr., President

THE STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared B. J. SLEDGE, JR., President of LAKE CROFT BEACH ESTATES, INC., 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 this 15th day of May, 1973.

Arlette Wilkinson
Notary Public in and for
Bexar County, Texas

ARLETTE WILKINSON
Notary Public, Bexar County, Texas

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Bexar County, Texas, as stamped hereon by me.



MAY 18 1973

James W. Knight
COUNTY CLERK
BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
JAMES W. KNIGHT
COUNTY CLERK
BEXAR COUNTY, TEXAS
MAY 18 1973
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