

RLX/bb16
6/13/85/5

1047162 WOLLCREEK SUBDIVISION
DECLARATION OF RESTRICTIVE COVENANTS
(UNIT-2-A)

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

THAT, NASH PHILLIPS/CORPUS-SAN ANTONIO, INC., a Texas corporation (Declarant), being the owner of all of the lots situated within that certain subdivision known as WOLLCREEK, UNIT-2-A, according to the plat of said subdivision recorded in Volume 3511, Page 4, 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 the aforesaid described 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):

1.

USE

All lots in the subdivision shall be used for single-family residential purposes only.

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 Declarant may erect and maintain such structures as are customary

10/22/85

170124

521.00

1.1

JUL 35 35 MAR 1 6 50

RLK/bbl6
6/13/85/5

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.

II.

SIZE AND HEIGHT OF DWELLING

The total floor area of the main structure of any dwelling shall not be less than eight hundred square feet (800 sq. ft.), exclusive of open porches, breezeways, carports, garages and other outbuildings. No dwelling shall exceed two (2) stories in height without the prior written approval of the Architectural Control Committee. References to "Architectural Control Committee" in this Declaration of Restrictive Covenants shall mean the Architectural Control Committee created and established in the Declaration of Covenants, Conditions and Restrictions for the Knollcreek Planned Unit Development duly recorded in the Real Property Records of Bexar County, Texas.

III.

OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a storage building, greenhouse or childrens' playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be located on the rear one-third of the lot and shall be subject to approval of the Architectural Control Committee. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten per cent (10%) of the floor area of

VOL 3535 PAGE 659

RLX/bb16
6/13/85/5

the main dwelling. No outbuildings shall be located closer than five feet (5') from any rear or side lot lines.

IV.

MASONRY REQUIREMENTS

That portion of the exterior wall of the front elevation of the main residence building which is within eight feet (8') from the ground level of such elevation shall be composed twenty-five per cent (25%) of masonry or masonry veneer, said percentage to apply to the aggregate area of said portion of said front wall, exclusive of door and window openings and trim. On corner lots, that portion of all exterior walls of the main residence building facing a street which are within eight feet (8') from the ground level of such lot shall be at least twenty-five per cent (25%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all portions of said walls, exclusive of door, window and similar openings. The minimum masonry requirement specified shall apply to the lower floor only for a two-story dwelling. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas area as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

V.

FENCES

In order to ensure a general uniformity of appearance of those fence sections that can be viewed from a street, any and all fences erected on areas readily apparent and visible from streets (e.g., between dwellings, i.e., separating front and rear yards) and on all corner lots along that portion of side or rear

WV 3535 PAGE 1860

RLK/bb16
6/13/85/5

yards fronting on side streets, shall be six-foot vertical privacy fences composed of cedar and/or masonry. In no event shall any fence extend any closer to the street fronting a dwelling than the front outermost corners of such dwelling. On corner lots, fences must be set back at least five feet (5') from that side property line abutting the side street.

Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive the aforesaid fence limitations in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood.

No staining, painting or other treatments to any fence sections readily visible from a public street or from another lot shall be permitted without the express written approval of the Architectural Control Committee.

No chain-link fences may be built or maintained on any lot.

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 areas formed by the street property lines and a line connecting them at points twenty-five feet (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 ten feet (10') from the intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

Vol 3535 Page 661

RLK/bb16
6/13/85/5

VI.

BURGLAR BARS

No exterior burglar bars will be permitted on any doors, windows or other openings of a dwelling situated in the subdivision. Burglar bars, if installed, must be situated within the interior of such dwelling.

VII.

TEMPORARY STRUCTURES

No structure of a temporary character -- trailer, tent, shack, garage, barn or other outbuildings -- 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.

VIII.

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 (1) square foot or one sign of not more than nine (9) square feet advertising the property for sale or rent. Signs used or permitted by the Declarant to advertise the property during the construction and sales period shall be permitted, irrespective of the foregoing.

IX.

MAINTENANCE

Grass, weeds and vegetation on each lot sold shall be kept

1013535 PUE 1962

RLK/bbl6
6/13/85/S

moved 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. Building materials shall not be stored on any lot except when being employed in construction upon such lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such lot.

Until a home or residence is built on a lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a lot in violation of this covenant. The owner of any such lot shall be obligated to reimburse Declarant for the cost of any such maintenance or removal upon demand.

X.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, 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, if any, and all improvements in such area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant 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, streets or

VOL 3535 PAGE 1663

RLK/bb16
6/13/85/5

flowers or other property of the owners situated on the land covered by said easements.

XI.

VEHICLES

No trailer, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the front yard in front of the building line of the permanent structure and shall be kept, parked, stored or maintained on other portions of a lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked for the purpose of serving such lot.

XII.

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.

XIII.

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

VOL 3535 PAGE 1684

RLX/bb16
5/12/85/S

pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant lot or drainage area in said subdivision.

XIV.

PETS

No animals, livestock, poultry or pigeons 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; and provided further, that no more than two (2) adult dogs and two (2) adult cats may be kept on a single lot.

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 Control 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.

XV.

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 designed 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.

XVI.

RADIO OR TV ANTENNA

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

1013535 PAGE 1665

RLX/bb16
6/13/85/S

extends more than five feet (5') above the highest part of the roof of the main residence on said lot. In no event shall any cable equipment, discs, towers, or other similar devices or apparatus ancillary to television reception be situated on any portion of a lot which is visible from the street or from other lots unless approved by the Architectural Control Committee.

XVII.

DRAINAGE EASEMENTS

Thereby created five foot (5') wide easements for drainage purposes on, over and across the rear most five feet (5') of each lot in the subdivision and three foot (3') wide easements for drainage purposes on, over and across the three foot strips of real property along each side lot line of each and every lot in this subdivision, except in those instances where a dwelling situated on a garden lot is located within such three foot wide areas in accordance with Article XXI hereof, whereupon such three foot easements along the side lot line shall be deemed not to exist to the extent such dwelling or other structure is situated therein or thereupon. Easements for drainage throughout the subdivision are reserved as shown on the aforementioned recorded plats, such easements being depicted thereon as "drainage easements." No owner of any lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no owner may:

- (1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
- (2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the

VOL 3535 PAGE 686

RLX/bb16
6/13/85/5

prior written approval of the Architectural Control Committee and the City of San Antonio Drainage Engineer;

(3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements which would impede the drainage flow;

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any owner to comply with the provisions of this Article XVII, shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article XVII, shall in no way affect any other recorded easement in the subdivision.

XVIII.

ATHLETIC FACILITIES

No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed within fifteen feet (15') from the front property line of any lot in the subdivision without the prior written consent of the Architectural Control Committee.

XIX.

GARAGES

A garage able to accommodate a minimum of one (1) automobile must be constructed and continuously maintained for each residence. Garages will be allowed as temporary builder's sales offices prior to permanent occupancy of the main structure, for those units serving as model homes only. No carports shall be permitted without the prior written approval of the Architectural

WL 3535 MCL 667

RLK/bb16
6/13/85/S

page 13 is the same as the
all that is to be done is to
Court House. Must be to Court
House to get it.

Control Committee. No portions of any garage may be converted to other uses or permanently enclosed.

XX.

SETBACK LINES

All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines. ~~It is not a waiver which!~~ Buildings or other structures be constructed, placed or maintained within twenty feet (20') of the front property line or within twelve feet (12') from the rear property line or within five feet (5') from a side property line, except in accordance with Article XXI hereof. With respect to any setbacks established herein, the Architectural Control Committee may waive requirements specified in this Declaration if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept or design, accommodate the saving of a tree or trees, to accommodate some unique topographical characteristic of the lot, or to accommodate a slight and inconsequential misplacement of the building's foundation upon a lot; and, provided further, that same will not have any adverse detrimental effect on the subdivision. The eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant.

XXI.

GARDEN LOT DWELLINGS

Notwithstanding any other provisions herein contained to the contrary, a garden lot dwelling (i.e., a dwelling situated either five feet (5') or less from a side property line or situated substantially upon a side lot line) may be situated upon any lot, subject to the following restrictions:

- (1) In the event a dwelling is designed to be constructed five feet (5') from a side property line or

VOL 3535 REC 668

RLK/bb16
6/13/85/5

directly upon a side property line, then, for the purpose of this instrument, such lot shall be deemed a "dominant lot" and the lot immediately abutting the exterior side wall of such aforesaid dwelling shall be deemed a "servient lot." The owner of a dominant lot shall possess an easement covering that portion of the servient lot situated within ten feet (10') of the dwelling situated upon the dominant lot unless a residence, or any portion thereof, is actually situated upon said servient lot within such ten feet (10'), whereupon the easement shall be for the actual distance between residences, such easement being for the following purposes:

(a) To maintain roof overhangs and foundation and building encroachments within the easement area to the extent existing at time of the completion of the initial construction of the dwelling upon the dominant lot.

(b) To enter upon the easement area for the purpose of constructing, maintaining, repairing and restoring the dwelling situated upon the dominant lot.

(c) For the continued use of any such or similar draining facility, if any, situated within the easement area for the purpose of carrying storm waters.

(2) The owner of the dominant lot shall possess the further easement for ingress and egress over any remaining portions of the servient lot as may be reasonably necessary for the purpose of exercising the foregoing rights, but shall be required to exercise due diligence and a high degree of care in connection with

VOL 3535 PAGE 1869

RLK/db16
6/13/85/5

the exercise of such rights. The owner of the servient lot shall be obligated to trim any shrubs, plants, trees, vines or other landscaping and to remove any improvements or other obstructions which would in any way interfere with the rights above granted.

(3) The minimum distance between dwellings shall be ten feet (10').

(4) There shall be no door or window openings or openings of any nature (except for gable vent openings) on the zero lot line side of a dominant lot.

XXII.

TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under it until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by a majority of the then owners of the lots in the subdivision controlled by these covenants has been recorded agreeing to change said covenants in whole or in part.

XXIII.

ENFORCEMENT

If the parties hereto, or any of them, or their heirs, successors, lessees or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning real property situated in the subdivision controlled by these covenants 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 for such violations. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all

WM 3535 PAGE 1 670

RLK/bb16
6/13/85/5

subdivided lots in the subdivision, controlled by these covenants. The reservation of this right of enforcement shall not create an obligation of any kind to enforce same.

XXIV.

PARTIAL INVALIDITY

The invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

XXV.

AMENDMENT

At any time the owners of the legal title to at least seventy per cent (70%) of the lots within the subdivision may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to January 1, 1995, no such amendment shall be valid or effective without the joinder of Declarant.

EXECUTED this 3rd day of July, 1985.

NASH PHILLIPS/COPUS-SAN ANTONIO, INC.

By: E. Thomas Stafford

Its: Vice President

DECLARANT

VOL 3535 PAGE 871

RLX/bb16
6/13/85/S

THE STATE OF TEXAS
COUNTY OF BEXAR



This instrument was acknowledged before me on
19 85, by THOMAS M. GORDON
of NASH PHILLIPS, COPUS-SAN ANTONIO,
Texas corporation, on behalf of said corporation.

My Commission Expires:

Antonio E. Chilo
Notary Public, State of Texas
James E. HALE
(Please type or print name)

STATE OF TEXAS
COUNTY OF BEXAR
OCT 22 1985



James E. Hale
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Mr. Richard L. Kerr
Foster, Lewis, Langley, Gardner
& Banack, Incorporated
Frost Bank Tower, 16th Floor
San Antonio, Texas 78205-1378

FILED IN THE OFFICE
OF THE COUNTY CLERK
BEXAR CO.
OCT 21 P 14 39

FILE 3535 PAGE 672