

RETURN TO:
J.H. UPTMORE & ASSOC.
P.O. BOX 29389 78229

R.F. 15.00

DEED

CHURCHILL ESTATES SUBDIVISION, UNITS VII & VIII
RESTRICTIVE COVENANTS

148274

J. H. UPTMORE & ASSOCIATES, INC.

TO

THE PUBLIC

THAT J. H. UPTMORE & ASSOCIATES, INC., a corporation, acting herein by and through its proper corporate officers hereunto duly authorized, in the usual and regular course of its business, as the owner and developer of the following described lands and premises, in Bexar County, Texas, to-wit:

All of the lots in CHURCHILL ESTATES SUBDIVISION, UNITS VII AND VIII, Bexar County, Texas, according to map or plats thereof recorded in Volume _____, page _____, and Volume _____, page _____, respectively, Deed and Plat Records of Bexar County, Texas,

said subdivision contains lots for residential use only, and J. H. UPTMORE & ASSOCIATES, INC., a corporation, hereby establishes the following restrictions as to the use of such property and the following building requirements affecting such property, to-wit:

I.

The following listed lots in CHURCHILL ESTATES SUBDIVISION, UNITS VII AND VIII, shall be known and described as single family residential lots:

All of the lots in CHURCHILL ESTATES SUBDIVISION, UNITS VII AND VIII, inclusive.

No structure shall be erected, placed, altered or permitted to remain on any residential lot in said subdivision other than one detached one-story, one and one-half story, split-level or two story family dwelling and a private garage, servant's quarters, storage room or utility room shall be erected on any such lot until the erection of a dwelling thereon. No such garage, servant's quarters or other accessory building shall be more than one story in height.

At the time of the erection of a dwelling on any such lot, an enclosed garage (with closeable doors) either detached or attached to the main residence building sufficient to store two cars shall

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be permanently erected thereon. Such garage shall be maintained as such and no such garage shall be permanently closed in, altered or remodeled so that it is not available for the storage of two cars therein in connection with the residential use of such property.

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans and specifications and a plat showing the location of such building shall have been approved in writing as to quality of workmanship and material conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished elevation by an Architectural Control Committee composed of J. H. Uptmore and Raul B. Fernandez of San Antonio, Texas, and B. L. Chamberlain of Boerne, Texas, or by a representative designated by a majority of the members of the said Committee. In the event of the death or resignation of any member of said Committee, the remaining members shall have full authority to approve and disapprove such plans, specifications and locations and to designate a successor Committee member with like authority. In the event said Committee or its designated representative fails to approve or disapprove such plans, specifications and locations within thirty (30) days after such plans and specifications have been submitted to it, or in the event if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. The powers and duties of such Committee and of its designated representative and the requirements of this covenant shall cease on and after September 12, 1989, provided, however, that at any time the then record owners of a majority of the Lots in CHURCHILL ESTATES SUBDIVISION, UNITS VII AND VIII, shall have the power through a duly recorded written instrument to remove any committee member or members and replace them with other members, or to withdraw from the committee any of its powers and duties, or to extend the powers and duties of such committee. Said Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

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III.

The minimum floor area of the main structure of dwellings erected, placed or permitted to remain on any residential accessory building shall be as follows:

1. 2000 square feet for one story
2. 2400 square feet for more than one story

The outer walls of the main residence building constructed on any of the lots in said subdivision shall be at least seventy-five (75) per cent by area composed of rock, brick or stucco; the outer walls of the garage and servant's quarters, whether detached or attached to the main residence, shall be of the same construction as the outer walls of such residence building. All footings, piers and foundations of the main residence on any lot in said subdivision shall be concrete or masonry construction.

IV.

All buildings in CHURCHILL ESTATES SUBDIVISION, UNITS VII & VIII, shall be located on the lot to comply with the City of San Antonio Ordinance setback requirements.

For the purpose of this covenant, eaves, steps or open porches shall not be considered a part of the building; provided, however, this shall not be construed to permit any encroachment on another lot or on a side street. It will be the duty of the Architectural Control Committee to secure waivers of City setback requirements when necessary or possible to preserve natural landscaping, and the Architectural Control Committee is herein given authority to approve any such waiver on any lot in CHURCHILL ESTATES SUBDIVISION, UNITS VII & VIII.

V.

All driveways on lots facing generally north or south shall be placed on the west side of the lot, and all driveways on lots facing generally east or west shall be placed on the north side of the lots. Driveways and garage location may vary upon approval of the Architectural Control Committee when proposed relocation will add to the neighborhood appearance.

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VI.

All driveways in the subdivision shall be surfaced with concrete, asphalt or other similar substance. All aprons shall be surfaced with concrete. No boat, trailer, or house trailer shall be parked for storage in the driveway or yard in front of the front wall line of the respective structure. No antennas, other than television antennas, are to be erected on the premises or rooftops of a single-family residence. No towers for antennas are to be erected on any lot or rooftop.

VII.

No building shall be erected, placed, altered or permitted to remain on any building plot which has an area of less than ten thousand (10,000) square feet.

VIII.

No fence, or wall, or hedge shall be erected, placed or altered on any building plot nearer to the front street than the setback line of the respective lot, except that retaining walls of not over six (6) inches above lot grade shall be permitted.

IX.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boats, or trailers of any character shall be parked or permitted to remain on any building plot nearer to the front street than the front wall line of the respective house, and violation of this provision is hereby declared to be an annoyance or nuisance to the neighborhood.

X.

No building previously constructed elsewhere shall be moved on any building plot in CHURCHILL ESTATES SUBDIVISION, UNITS VII & VIII. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence, either temporarily or permanently.

XI.

No signs 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 adver-

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tising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XII.

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

XIII.

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 September 12, 1989, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then record owners of the lot in CHURCHILL ESTATES SUBDIVISION, UNITS VII & VIII, has been recorded agreeing to change said covenants in whole or in part.

XIV.

If the parties hereto, or any of them or their successors or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for J. H. UPTMORE & ASSOCIATES, INC., its successors and assigns, or any person or persons owning any real property situated in CHURCHILL ESTATES SUBDIVISION, UNITS VII AND VIII, 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 violation.

XV.

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

XVI.

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

XVII.

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

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mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a residence is built on a lot, J. H. UPTMORE & ASSOCIATES, INC 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 from the property and the owner or buyer until contract of such lot shall be obligated to reimburse J. H. UPTMORE & ASSOCIATES, INC. for the cost of such work.

XVIII.

BEXAR COUNTY SAVINGS ASSOCIATION of San Antonio, Texas, hereby joins in these restrictions as mortgagee, for the purpose of subordinating its lien thereto.

EXECUTED at San Antonio, Bexar County, Texas, this 12th day of September, 1979.

J. H. UPTMORE & ASSOCIATES, INC.

By: Raul B. Fernandez
Raul B. Fernandez
Vice President

ATTEST:

O. D. Hite
O. D. Hite, Secretary

BEXAR COUNTY SAVINGS ASSOCIATION

By: Frederic W. Kuhl

ATTEST:

Frederic W. Kuhl

STATE OF TEXAS §
COUNTY OF BEXAR §

Before me, the undersigned authority on this day personally appeared RAUL B. FERNANDEZ, Vice President of J. H. UPTMORE & ASSOCIATES, INC., a corporation, 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 on this 19th day of September, 1979.

Barbara B. Allen
Notary Public in and for Bexar
County, Texas

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STATE OF TEXAS
COUNTY OF BEXAR

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Before me, the undersigned authority on this day personally
appeared Fred Molter, Vice President

of BEXAR COUNTY SAVINGS ASSOCIATION, a corporation, 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 on this 12th day of
March, 1979.

Theresa C. Little
Notary Public in and for Bexar
County, Texas



FILED IN MY OFFICE
ROBERT D. GREEN CO.
COUNTY CLERK BEXAR CO.
1979 MAR 14 AM 11 40
MC

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in
File Number 1879 on the date and at the time stamped
hereon by me, and the same is RECORDED in the Official
Public Records of said County of Bexar, Texas on
MAR 14 1980



Robert D. Green
COUNTY CLERK
BEXAR COUNTY, TEXAS

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