

RETURN TO: J. H. Uptmore and Associates, 3740 Colony Drive, Lower Level #100, San Antonio, Texas 78230

VOL 3 | 13 PAGE 20 24

768940

CHURCHILL ESTATES SUBDIVISION, UNIT 9

RESTRICTIVE COVENANTS

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, as the owner and developer of the following described lands and premises, in Bexar County, Texas to-wit:

LOTS	BLOCK	N.C.B.
99 thru 136	1	17005
1 thru 6	11	17418
1 thru 6	12	17419
1 thru 12	14	17412
1 thru 20	15	17422
1 thru 17	16	17423
1 thru 8	17	17424

all in CHURCHILL ESTATES SUBDIVISION, UNIT 9, according to correction plat thereof recorded in Volume 9500, Pages 10, 11, and 12, Deed and Plat Records of Bexar County, Texas.

and J. H. UPTMORE & ASSOCIATES, INC., does hereby establish the following restrictions as to the use of such property and the following building requirements as to the use of such property and the following requirements affecting such property, to-wit:

I.

The above described lots shall be known and described as single family residential lots. No structure shall be erected, placed, altered or permitted to remain on any of such lots 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 there. No such garage, servant's quarter or other accessory 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 garage doors) whether detached or attached to the main residence building sufficient to store two cars shall be erected thereon. Such garage will be maintained as such and no such garage shall be permanently closed in, altered or remodeled so that it is not available for storage of two cars therein in connection

2 052384 01 \$15.00 17044137

with the residential use of such property.

II.

No building shall be erected, placed, or altered on any of the above described building plots, until the building plans and specifications and a plat showing the location of such building shall have been approved in writing as to the 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 topograph and finished elevation by an Architectural Control Committee, composed of J. H. Uptmore, Jesse R. Adams and Raul B. Fernandez, all of San Antonio, Texas, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of a member of said Committee, the remaining members shall have full authority to approve or disapprove such plans, specifications and locations and to designate a successor Committee member with like authority. In the event said said committee or its designated representative fails to approve or disapprove such plans and specifications and locations within thirty (30) days after such plans and specifications have been submitted to it, or in any 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 May 15, 2004, provided, however, that at any time the then record owners of a majority of the lots in CHURCHILL ESTATES SUBDIVISION, UNIT 9, shall have the power through a duly recorded written instrument to remove any Committee any of its powers and duties, or to extend the powers and duties of such Committee. Said Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The minimum floor area of the main structure of dwellings erected, placed, or permitted to remain on any of such lots, exclusive of open porches, terraces, garages and detached accessory

VOL 3113 PAGE 2025

buildings shall be 1800 square feet for one-story structures and 2200 square feet for one and-a-half or two-story structures. The outer wall of the main residence building constructed on any of the lots in said subdivision shall be at least seventy-five (75) per cent composed of rock, brick or stucco with each wall in part composed of such materials; and 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 lots in said subdivision shall be concrete or masonry construction.

### III.

No building shall be located on such lots nearer than twenty (20) feet to the front property line and the front wall thereof shall not be farther than forty (40) feet to the front property line. No such residence building shall be located nearer than five (5) feet to a side property line, or nearer than ten (10) feet to a side street line. A detached garage or other permitted accessory building to be located nearer than three (3) feet to any side property line: however, that this shall not permit a garage or other accessory building to be located nearer to the front street than the main residence or nearer to a side street than the main residence. For the purpose of the covenant, eaves, steps, or open porches shall not be constructed to permit any encroachment on another lot or on a side street. No residence building, garage, servant's quarters or other accessory building shall be located in back of the back building line shown on the recorded subdivision plat of such lots.

### IV.

All driveways on lots facing generally north or south shall be placed on the west side of the lots. Driveway and garage locations may vary upon approval of the Architectural Control Committee.

### V.

All driveways and approach aprons in the subdivision shall be surfaced with concrete, brick, stone, or other similar substance approved by the Architectural Control Committee. 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.

No reception devices of the type commonly known as discs shall be installed on the premises unless the screening for same has first been approved by the Architectural Control Committee as to location, height, type of material and general appearance. The Committee shall have the right to require screening which will conceal the disc installation from view from all directions.

VI.

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.

VII.

The Architectural Control Committee is hereby given the authority to waive the setback requirements provided in III above and the drive location requirements provided in Paragraph IV above, as follows:

- 1.) With written approval of the Architectural Control Committee, any building may be located farther back from the front property line as provided in Paragraph III above, where, in the opinion of the said Committee, the proposed location of the building will add to the appearance and value of other properties.
- 2.) With written approval of the Architectural Control Committee, a driveway may be located other than as provided in Paragraph IV above, where, in the opinion of the Architectural Control Committee, the proposed driveway location will not be detrimental to adjoining properties.

VIII.

No fence, or wall, or hedge shall be erected or altered on any building plot nearer to the front street than the front wall line of the respective house 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 of such lots. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be used on any lot any time as a residence, either temporarily or or permanently.

XI.

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

XII.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that 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 May 5, 2004, 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 owners of the lots in CHURCHILL ESTATES SUBDIVISION, UNIT 9, 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 its successors and assigns, or any person or persons owning any of such lots to prosecute any proceedings at law or in equity against the 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.

VOL 3 | 13 PAGE 2028

XV.

The invalidation of any 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 shall be kept 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 under contract of such lot shall be obligated to reimburse J. H. UPTMORE & ASSOCIATES, INC., for the cost of such work.

EXECUTED on this the 18th day of May, A.D. 1984.

J. H. UPTMORE & ASSOCIATES, INC.

By: *J. H. Uptmore*  
J. H. Uptmore, President



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

VOL 3113 PAGE 2029

National Bank of Commerce joins herein as mortgagee for the sole purpose of consenting to the imposition of these restrictive covenants on the land covered by its lien.

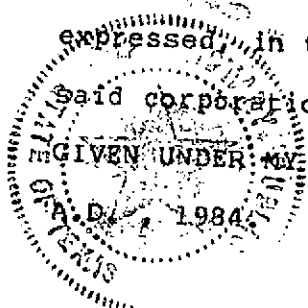
EXECUTED THIS 18th day of May, 1984.

NATIONAL BANK OF COMMERCE OF SAN ANTONIO

By: *Lamar R. Spencer*

STATE OF TEXAS )  
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared J. H. UPTMORE, 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 purpose 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 the 18th day of May,

*Dora Orbilia Hayes*  
Notary Public in and for the  
State of Texas

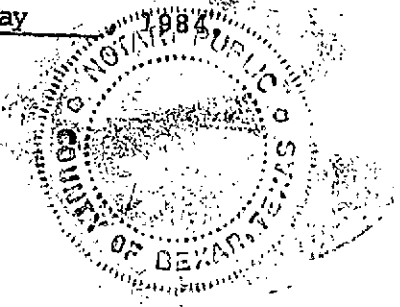
DORA ORBILIA HAYES  
Notary Public, State of Texas  
My Commission expires 01-19-87

STATE OF TEXAS )  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared Lamar R. Spencer, Vice President of NATIONAL BANK OF COMMERCE OF SAN ANTONIO, 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 the 18th day of

May 1984



*Emma M. Ybarra*  
Notary Public in and for the  
County of Bexar, State of Texas

EMMA M. YBARRA  
Notary Public, State of Texas

VOL 3113 PAGE 2030

*MD*  
FILED IN OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.  
1984 MAY 22 P 4 31

COUNTY CLERK BEXAR COUNTY, TEXAS  
*Miss. Green*  
MAY 23 1984  
STATE OF TEXAS  
COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in the Public Records of Bexar County, Texas on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Bexar County, Texas on

