

SCENIC HEIGHTS SUBDIVISION

Deed Restrictions

(retyped for legibility)

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenant and reservations, which shall be binding on the parties hereto and all persons claiming under them, to-wit:

1. All lots shall be used solely for residential purposes, except lots in Unit 3 and Unit 4 which are designated for business purposes provided, however no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibration.
2. Lots designated as business may be used either for 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 lot may be subdivided unless written approval is given by the Seller, its successors, assignees or designees.
3. No building other than a single family residence containing not less than 600 square feet, exclusive of open porches, breezeways, carports, and garages, shall be erected or constructed on any residential lot in SCENIC HEIGHTS, and no garage may be erected except simultaneously with or later than six (6) months after laying foundations. No structures of any kind may be moved onto the property, except that modern factory-built trailer approved in writing by the Seller, its nominees or designees, will be permitted in Unit 4. Trailers must be underpinned and contain not less than 100 square feet. Servant's quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.
4. No improvements shall be erected or constructed on any lot in SCENIC HEIGHTS nearer than 30 feet to the front property line nor nearer than 5 feet to the side property line, except that in the case of corner lots or where due to the terrain of the lot it is necessary to build closer to the front property line, no improvements shall be erected or constructed within 10 feet of the front property lines adjacent to the streets. In lots 100 feet or less in depth, the 30 foot setback may be 10 feet.
5. Motels and tourist courts shall be deemed to be a business use.
6. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Seller or by such nominee or nominees as it may designate in writing. To preserve the value and beauty of SCENIC HEIGHTS, no trees on the above described property shall be cut down or destroyed without Seller's prior written approval.
7. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint. No outside toilet shall be installed or maintained on this property, 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, approval of said location must be first obtained from the Seller and the local Department of Health. No removal of trees nor excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of the Grantor.
8. An assessment of \$12.00 per year shall run against the above described property for the maintenance of the park-recreation area, roads and for operating costs according to rules and regulations of Seller. The decision of Seller, its nominee or designee with respect to the use and expenditure of such funds shall be conclusive and the Purchaser shall have no right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on the above described property, and shall be payable to Seller in San Antonio, Bexar County, Texas, on the 1st day of June of each year, commencing

June 1, 19____, or to such other persons as Seller may designate by instrument filed of record in the office of the County Clerk of Comal County, Texas. In the event this contract shall cover more than one tract or lot in the aforesaid subdivision, there will be only one assessment in the amount above stipulated, provided, however, that in the event Purchaser should sell one or more of his said tracts to a party who theretofore did not own property in the above described subdivision, then said tracts so transferred shall thereafter be subject to the assessment and lien herein provided for. The title in fee simple to land designated as park-recreation area on the plat of said subdivision is to be retained by the Seller, its successors, or assignees, and the Purchaser, his heirs successors, executors, administrators or assigns, further agrees that the use of the park-recreational area is subject to the approval of the user by Seller, its successors or assignees and the the rules or regulations of Seller now in force, or which may from time to time be made by Seller, its successors or assigns, which rules shall be binding upon the Purchaser, his successors or assigns. This agreement shall not be construed as a conveyance or sale of the property under the terms and conditions herein set out, and the relationship created between the Seller and the Purchaser shall be that of landlord and tenant until such time as the Seller delivers to Purchaser a warranty deed as herein provided for.

9. No noxious, offensive, unlawful or immoral use shall be made of the premises.
10. All covenants and restrictions shall be binding upon the Buyer, his successors, heirs and assigns. Said covenants and restrictions are for the benefit of the entire subdivision.
11. The Seller reserves to itself, its successors and assigns an easement or right-of-way over a strip along the side, front and rear boundary lines of the lot or lots hereby conveyed for the purpose of installation or maintenance of utilities, including but not limited to gas, water, electricity, telephone, drainage and sewage and any appurtenance to the supply lines therefor, including the right to remove and/or trim trees, shrubs or plants. Thus reservation is for the purpose of providing for the practical installation of such utilities as and when an public or private authority or utility company may desire to serve said lots with no obligations to Seller to supply such services.
12. All lots are subject to easement and restrictions of record and are subject to any applicable zoning rules and regulations.
13. Seller reserves unto itself, its successors and assigns, and excludes from this conveyance a one-sixteenth (1/16th) non-participating royalty interest in all minerals of every kind that may be produced from the land hereby conveyed same being one-half (1/2) of the usual one-eighth (1/8) landowners's royalty.
14. No lot 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 and sanitary condition. No junk or wrecking yards shall be located on any lot. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered and shall be allowed only so long as the Seller in its best and sole judgment deems such storage to be in the best interest of the property.
15. These restrictions are to run with the land until June 1, 1995, provided however, that the record owners of a majority of the lots in SCENIC HEIGHTS shall have the power through a duly recorded written instrument to extend this covenant for extensive ten (10) year periods from and after June 2, 1995.
16. 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.

Note: the original document (EXHIBIT A) was filed for record August 1, A.D. 1975, at 2:59 o'clock p.m. by Ruth H Grimaldo, Deputy; Irene S Nuhn, County Clerk, Comal County, Texas