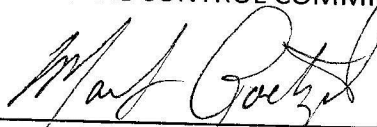


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further action of the Rolling Oaks Estates Architectural Control Committee or membership, unless a majority of the property owners in Units 1,2,3,4 and 5 collectively terminate or cancel said extension of the Covenants, Conditions, Easements and Restrictions by ballot vote.

SIGNED this 6th day of January, 2016

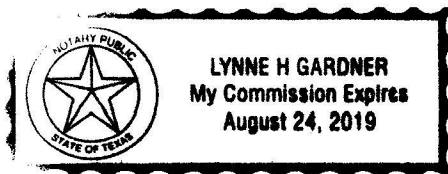
ROLLING OAKS ESTATES
ARCHITECTURAL CONTROL COMMITTEE

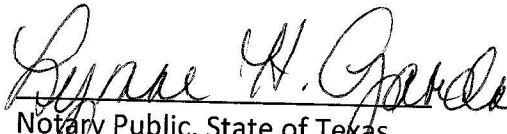
By: 
Mark Roetzel, President

By: 
John Dunn, Secretary

STATE OF TEXAS
COUNTY OF BEXAR

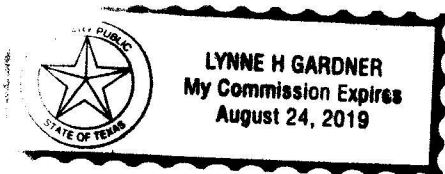
This instrument was acknowledged before me on 1/6, 2016, by MARK ROETZEL, President of the Rolling Oaks Estates Architectural Control Committee, in said capacity and on behalf of the committee.

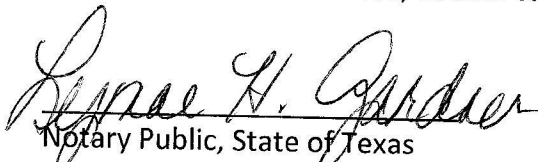



Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on 1/6, 2016, by JOHN DUNN, Secretary of the Rolling Oaks Estates Architectural Control Committee, in said capacity and on behalf of the committee.




Notary Public, State of Texas

RESTRICTIONS

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS

That MARK VAN OVERBORG and JERRY B. OVERBORG individually, and doing business as VAN'S DEVELOPMENT COMPANY, INC., A Texas Corporation with principal offices in San Antonio, Texas and, being the owner of all the lots in ROLLING OAKS ESTATES SUBDIVISION in Bexar County, Texas, and cause the same to be surveyed and Subdivided as shown on map or plat duly recorded in Volume 8000, Page 110 and 111 of the Plat and Deed Records of Bexar County, Texas, herein agree that the following restrictions shall apply to all of the lots in ROLLING OAKS SUBDIVISION, as hereinafter set forth:

RESTRICTION ROLLING OAKS ESTATES
EXHIBIT "A"

It is mutually agreed by and between the parties hereto that the property herein described shall be subject to the following restrictions, covenants 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 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, dusty, smoke, gas fumes, noise or vibration: provided, further however, that Seller reserves the right until June 1, 1980 to vary the use of any property notwithstanding the restrictions embodied in this contract, should Seller in its sole judgement deem it in the best interest of the property to grant such variances. These variances 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 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 or re-subdivided, without the written approval of Seller, its successors, assigns, or designees.

3. No building, other than single family residence containing not less than 1500 square feet, exclusive of open porches, breezeways, car ports and garages, and having not less than 52% of its exterior walls constructed of masonry (brick, rock, or concrete products), shall be erected or constructed on any residential tract, and no garage may be erected except simultaneous with or subsequent to erection of a residence. All buildings must be completed not more than 6 months after laying foundations and no structure or house trailers of any kind may be moved onto the property. All buildings must be built on a concrete slab foundation and with new materials.

4. No improvement shall be erected on any tract nearer than 50 feet to the front property line nor nearer than 10 feet to the side property line, except that in the case of corner tracts, no improvement shall be erected within 20 feet of side property lines.

VOL 6387 PG 1980

5. No building or structure shall be erected 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 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 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 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. A maximum of 2 horses and 1 calf per tract will be allowed. Stalls and pens for these animals shall not be located nearer than 200 feet to the front property line and shall also be situated behind the residence. These animals will be allowed only if they are well cared for and at the judgement of the Seller do not create an unsightly scene or detract from the property. No other 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. 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 so long as Seller deems such storage to be in the best interest of the property. In the event materials of any kind are placed on the property which are in violation of the above stipulation, Seller may notify purchaser by mail of such violations, and if the violation is not corrected within 10 days after mailing of such notice, Seller may remove said material from the property, dispose of such material, and charge Purchaser with disposition costs and Seller shall have no liability to Purchaser by virtue of the exercise of such right of removal.

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 herein described, for the purpose of installation or maintenance of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to supply lines thereof, including the right to remove 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.

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

VOL 6387 PG 1981

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. These 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. Invalidity of any one of these covenants or restrictions by judgement of any court shall in no wise affect any of the other provisions which shall remain in force.

15. All fences along a property line which fronts or borders a County Road must be approved by Seller before construction unless they are set back 50 feet from the property line which fronts or borders a County Road.

16. Commercial Property: No property in ROLLING OAKS ESTATES SUBDIVISION as recorded in Volume 8000, Page 110 of The Deed and Plat Records of Bexar County, Texas shall be allowed for Commercial use or purposes. All lots shall be for Residential use only. [This final amendment dated September 9, 1978 replaced the 6 February 1978 amendment which limited commercial tracts to "that strip of property along Lots #1 and #2 which front F.M. 1957."]

17. Consideration for corner lots under Restriction #8: All stalls, pens, and animals shall not be placed or allowed nearer than 50 feet of the lot's property line. In any event, they shall be located on the lot behind the residence if there is one.

Lots affected: #46 - all sides
#45 - all sides
#44 - south side
2 - all sides
1 - south, west & north sides
#29 - north side & west side
#28 - south side & west side.

The above lots are still subject to Restriction # 8 with the exception of the details and property lines mentioned above.

MADE AND EXECUTED at San Antonio, Bexar County, Texas this 30th day of June 1977 and as amended on the 6th day of February, 1978 and on the 21st day of September 1978.

VAN'S DEVELOPMENT COMPANY, INC.

/Signed/ Sandra Van Overborg

SECRETARY

BY /Signed/ Mark Van Overborg

PRESIDENT

/Signed/ Jerry B. Van Overborg

JERRY B. VAN OVERBORG

/Signed/ Mark Van Overborg

MARK VAN OVERBORG

VOL. 6387 PG. 1982

The document above is a TRUE AND CORRECT COPY of the original ROLLING OAKS ESTATES SUBDIVISION Restrictions, Covenants and Reservations dated 30 June 1977 and as recorded in Volume 8211, Pages 513 through 517 of The Deed and Plat Records of Bexar County, Texas, as amended on 6 February 1978 by an Amendment Document duly executed and recorded in Volume 1039, Pages 747 through 749 of The Deed and Plat Records of Bexar County, Texas, and as further amended on 21 September 1978 by a second Amendment Document duly executed and recorded in Volume 1316, Pages 389 through 391 of The Deed and Plat Records of Bexar County, Texas.

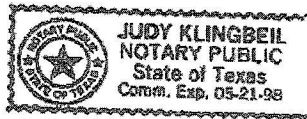
Jimmie D. Stelling
JIMMIE D. STELLING

Secretary, Rolling Oaks Architectural Control Committee

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on March 28, 1995 by JIMMIE D. STELLING, Secretary of the Rolling Oaks Estates Architectural Control Committee, in said capacity and on behalf of said committee.

Judy Klingbeil
Notary Public, State of Texas



VOL 6387 PG 1983

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**DECLARATION OF EXTENSION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF ROLLING OAKS ESTATES SUBDIVISION, UNITS 1 - 5**

AFFIDAVIT

STATE OF TEXAS
COUNTY OF BEXAR

§
§

95- 0051730

WHEREAS, the Rolling Oaks Estates Architectural Control Committee, is the duly elected and appointed body representing all lot and homeowners of the Rolling Oaks Estates Subdivisions located in Bexar County, Texas; and

WHEREAS, part of said Rolling Oaks Estates Subdivision contains Units 1, 2, 3, 4 and 5, and said Rolling Oaks Estates Architectural Control Committee has authority on behalf of all homeowners of the Rolling Oaks Estate Subdivisions to extend all Restrictions, Covenants, Conditions and Easements; and,

WHEREAS, at the most recent general meeting of the Rolling Oaks Estates Subdivisions, Units 1 through 5, a vote was taken and the property owners of Units 1 through 5 unanimously approved, by vote in person or by mail-in ballot, the extension of the Deed Restrictions, Covenants, Conditions and Easements for the ten (10) years subsequent to June 1, 2000, and additionally agreed that said Restrictions, Covenants, Conditions and Easements would automatically extend for another period of ten (10) years thereafter unless a majority of the homeowners of Units 1 through 5 voted to cancel said automatic 10-year extension; and

WHEREAS, Mark K. Van Overborg is the duly elected and constituted President of the Rolling Oaks Estates Architectural Control Committee and is authorized to execute this affidavit extending the Restrictions, Covenants, Conditions and Restrictions of Rolling Oaks Estates Subdivisions as the act and deed of the Committee and all the property owners; and

WHEREAS, Jim Stelling, the duly elected Secretary of the Rolling Oaks Estates Architectural Control Committee, certifies that all of the attachments are all of the Restrictions, Covenants, Conditions and Easements that pertain to Units 1, 2, 3, 4 and 5 of the Rolling Oaks Estates Subdivisions which are intended to be extended and are to be extended by virtue of the action taken by the Rolling Oaks Estates Architectural Control Committee and membership at its most recent general meeting;

NOW, THEREFORE, it is hereby declared that Units 1, 2, 3, 4 and 5 of the Rolling Oaks Estates Subdivisions are hereby subject to the attached Restrictions, Covenants, Conditions and Easements which are for the purpose of protecting the value and desirability of the homeowners and subdivisions and which shall run with the real property and shall be binding upon all parties having any right, title or interest in or to the above described property, or any part thereof, and their heirs, successors and assigns, in which Restrictions, Covenants, Conditions and Easements shall inure the

VOL 6387 PG 1978

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benefit of each owner thereof, which Restrictions, Covenants, Conditions and Easements are further set out in the exhibits attached hereto and are extended from June 1, 2000, for a period of ten (10) years and thereafter are automatically extended for a successive period of ten (10) years without further action by Rolling Oaks Estates Architectural Control Committee or membership, unless a majority of the property owners in Units 1, 2, 3, 4, and 5, terminate or cancel said automatic extension of the Restrictions, Covenants, Conditions and Easements.

SIGNED this 28th day of March, 1995.

Ret:

Capital Performance
6502 Bandera Rd
Ste #202
San Antonio, Tx
78238

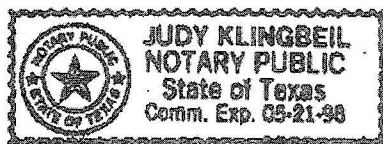
ROLLING OAKS ESTATES ARCHITECTURAL
CONTROL COMMITTEE

BY: Mark K. Van Overborg
MARK K. VAN OVERBORG, President

BY: Jim Stelling
JIM STELLING, Secretary

STATE OF TEXAS
COUNTY OF BEXAR

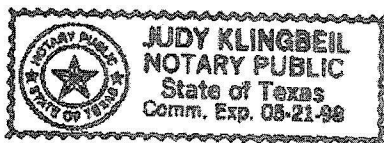
This instrument was acknowledged before me on March 28th, 1995, by MARK K. VAN OVERBORG, President of the Rolling Oaks Estates Architectural Control Committee, in said capacity and on behalf of said committee.



Judy Klingbeil
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on March 28, 1995, by JIM STELLING, Secretary of the Rolling Oaks Estates Architectural Control Committee, in said capacity and on behalf of said committee.



Judy Klingbeil
Notary Public, State of Texas