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RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS
OF
ROLLING OAKS ESTATES SUBDIVISION, UNIT VI
BEXAR COUNTY, TEXAS
"EXHIBIT A"

WHEREAS, THESE RESTRICTIONS, COVENANTS, CONDITIONS AND RESERVATIONS ARE ESTABLISHED FOR THE PURPOSE OF CREATING AND CARRYING OUT A UNIFORM PLAN FOR THE IMPROVEMENT, DEVELOPMENT, AND SALE OF ROLLING OAKS ESTATES SUBDIVISION, UNIT VI; AND

WHEREAS, DEVELOPER WILL CAUSE TO BE ORGANIZED AN ARCHITECTURAL CONTROL COMMITTEE TO CARRY OUT THE POWERS OF MAINTAINING AND ADMINISTERING ROLLING OAKS ESTATES SUBDIVISION, UNIT VI, AND,

WHEREAS, THE DEVELOPER, VAN'S DEVELOPMENT COMPANY, INC. HEREBY RESERVES THE RIGHT, UNTIL DECEMBER 31, 1986, TO AMEND THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS, WHICH AMENDMENT MAY BE ACCOMPLISHED BY A WRITTEN INSTRUMENT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, AT ANY TIME PRIOR TO DECEMBER 31, 1986.

NOW THEREFORE, THE PROPERTY HEREIN DESCRIBED SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS, CONDITIONS AND RESERVATIONS, WHICH SHALL BE BINDING ON ALL LOTS IN THIS SUBDIVISION AND ALL PERSONS OWING THEM, TO-WIT:

1. PURPOSE AND EXTENT OF RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS. THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS ARE ESTABLISHED FOR THE PURPOSES SET FORTH ABOVE AND FOR THE FURTHER PURPOSES OF PRESERVING AND PROPAGATING THE BEAUTY OF THE NATURAL SURROUNDINGS, TREES, AND THE WILDLIFE ON SAID LAND, ALL FOR THE MUTUAL BENEFIT OF THE OWNERS OF SAME. THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS, SHALL AS HEREAFTER PROVIDED, BE CONSTRUED AS COVENANTS RUNNING WITH SAID LAND AND BINDING UPON THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, AND ALL OWNERS AND PURCHASERS OF SAID PROPERTY, THEIR HEIRS, SUCCESSORS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, AS PROVIDED HEREIN.

2. DEFINITIONS. IN CONSTRUING THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS, THE FOLLOWING WORDS SHALL HAVE THE FOLLOWING MEANINGS:

A. "DEVELOPER" SHALL MEAN AND REFER TO VAN'S DEVELOPMENT COMPANY, INC. ITS SUCCESSORS AND ASSIGNS.

B. "ORIGINAL PLAT" SHALL MEAN AND REFER TO PLAT FILED FOR RECORD IN VOLUME 9510 PAGE 72-95 OF THE MAP AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, ON THE 24 DAY OF July 1985, DESIGNATING THE TRACTS OF ROLLING OAKS ESTATES SUBDIVISION, UNIT VI.

C. "TRACT" SHALL MEAN AND REFER TO ANY TRACT, LOT, OR PARCEL OF LAND SHOWN AS SUCH ON THE ORIGINAL PLAT OR ANY OTHER PLAT FILED OF RECORD WITH RESPECT TO ADDITIONAL PROPERTIES.

D. "PURCHASER" SHALL MEAN AND REFER TO THE PERSON OR PERSONS, ENTITY OR ENTITIES WHO OWN OF RECORD FEE SIMPLE TITLE TO A TRACT, (EXCLUDING EXPRESSLY ANY LESSEES THEREOF); THE TERM "PURCHASER" EXCLUDES ANY PERSON OR PERSONS, ENTITY OR ENTITIES, HAVING AN INTEREST IN A TRACT MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION, BUT INCLUDES DEVELOPER IF DEVELOPER IS A RECORD OWNER OF FEE SIMPLE TITLE TO A TRACT. EVERY PURCHASER MAY LEASE A TRACT PURSUANT TO A WRITTEN LEASE AGREEMENT SUBJECT TO AND AS PROVIDED IN THE PROVISIONS OF THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS; AND ANY SUCH LEASE OR LEASE AGREEMENT SHALL PROVIDE THAT THE TERMS OF THE LEASE SHALL BE SUBJECT IN ALL RESPECTS TO THE PROVISIONS HEREOF AND THAT ANY FAILURE BY THE LESSEE THEREUNDER TO COMPLY WITH THE TERMS AND PROVISIONS HEREOF SHALL BE AND CONSTITUTE A DEFAULT UNDER SUCH LEASE.

E. "COMMITTEE" SHALL MEAN AND REFER TO THE ARCHITECTURAL CONTROL COMMITTEE ESTABLISHED PURSUANT TO PARAGRAPH 7 OF THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS.

F. "RESIDENCE" SHALL MEAN AND REFER TO A PERMANENT STRUCTURE ERECTED ON A TRACT FOR USE AS A SINGLE FAMILY DWELLING.

3. ALL TRACTS SHALL BE USED SOLELY FOR NEW RESIDENTIAL PURPOSES, WHICH EXCLUDES HOSPITALS, CLINICS, DUPLEX HOUSES, APARTMENT HOUSES, BOARDING HOUSES, HOTELS, MOTELS AND COMMERCIAL AND PROFESSIONAL USES, WHETHER FROM HOUSES, RESIDENCES OR OTHERWISE, AND ALL SUCH USES OF SAID PROPERTY ARE HERBY EXPRESSLY PROHIBITED, EXCEPT TRACTS DESIGNATED FOR THE BUSINESS PURPOSES IN THE DEED COVERING SAME AND ON THE SUBDIVISION PLAT. PROVIDED, HOWEVER, NO BUSINESS SHALL BE CONDUCTED ON ANY OF SAID TRACTS DESIGNATED FOR BUSINESS PURPOSES WHICH IS NOXIOUS OR HARMFUL BY REASON OF EMISSION OF ODOR, DUST, SMOKE, GAS FUMES, NOISE OR VIBRATION; PROVIDED, FURTHER, HOWEVER, THAT DEVELOPER RESERVES THE RIGHT UNTIL DECEMBER 31, 1986 TO VARY THE USE OF ANY PROPERTY NOTWITHSTANDING THE RESTRICTIONS EMBODIED IN THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS. SHOULD DEVELOPER IN ITS SOLE JUDGEMENT DEEM IT IN THE BEST INTERESTS OF THE PROPERTY TO GRANT SUCH VARIANCES, THESE VARIANCES BY DEVELOPER SHALL BE SPECIFICALLY STATED IN THE DEED CONVEYING SAID TRACT OR TRACTS.

4. 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 AND THE CONSTRUCTION PLANS AND PLOT PLAN SHALL FIRST BE APPROVED IN WRITING BY COMMITTEE, ITS SUCCESSORS, ASSIGNS OR DESIGNEES. NO PORTION OF A TRACT LESS THAN THE WHOLE THEREOF MAY BE SOLD OR RESUBDIVIDED WITHOUT THE WRITTEN APPROVAL OF COMMITTEE, ITS SUCCESSORS, ASSIGNS, OR DESIGNEES.

5. NO BUILDING, OTHER THAN A SINGLE FAMILY RESIDENCE CONTAINING NOT LESS THAN 1500 SQUARE FEET OF AIR CONDITIONED AND HEATED LIVING AREAS, EXCLUSIVE OF OPEN PORCHES, BREEZEWAYS, CARPORTS AND GARAGES, AND HAVING NOT LESS THAN 30% (FRONT AND CORNERS WRAPPED MINIMUM) 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 SIMULTANEOUSLY WITH OR SUBSEQUENT TO ERECTION OF A RESIDENCE. ALL BUILDINGS MUST BE COMPLETED WITHIN (1) ONE YEAR AFTER MATERIALS ARE DELIVERED TO SITE, AND NO SECOND HAND HOMES, TENTS OR HOUSE TRAILERS MAY BE MOVED OR PLACED ONTO THE PROPERTY. ALL BUILDINGS MUST BE BUILT ON COMMITTEE APPROVED CONCRETE SLAB FOUNDATIONS WITH NEW MATERIALS, QUALITY WORKMANSHIP AND ARCHITECTURALLY IN HARMONY WITH THE OVERALL RESIDENTIAL SCHEME OF ROLLING OAKS ESTATES SUBDIVISION, UNIT VI, AND NO STRUCTURES OR HOUSE TRAILERS OF ANY KIND MAY BE MOVED ONTO THE PROPERTY.

6. NO IMPROVEMENTS SHALL BE ERECTED ON ANY TRACT NEARER THAN 25 FEET TO THE FRONT PROPERTY LINE NOR NEARER THAN 10 FEET TO THE SIDE OF THE PROPERTY LINE, EXCEPT THAT IN CASE OF CORNER TRACTS, NO IMPROVEMENTS SHALL BE ERECTED WITHIN 25 FEET OF SIDE PROPERTY LINES.

7. THE ARCHITECTURAL CONTROL COMMITTEE. THERE IS HEREBY ESTABLISHED AN ARCHITECTURAL CONTROL COMMITTEE HEREIN REFERRED TO AS THE "COMMITTEE". THE COMMITTEE SHALL DETERMINE IF THE PLANS AND SPECIFICATIONS FOR ANY FENCE, BUILDING OR OTHER STRUCTURE ON ANY TRACT MEET THE REQUIREMENTS OF THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS, DETERMINE IF THE APPEARANCE, DESIGN AND PROPOSED QUALITY OF WORKMANSHIP AND MATERIALS ARE IN HARMONY WITH THE PROPOSED SCHEME OF PLAN OF DEVELOPMENT OF ROLLING OAKS ESTATES SUBDIVISION, UNIT VI, AS ESTABLISHED BY THE COMMITTEE, AND APPROVE THE LOCATION OF ANY SUCH STRUCTURE WITH RESPECT TO TOPOGRAPHY AND GROUND ELEVATION. NO CONSTRUCTION OF ANY STRUCTURE NOR ANY ADDITION OR ALTERATION OF ANY STRUCTURE MAY BEGIN UNTIL A PLOT PLAN AND PLANS AND SPECIFICATIONS FOR THE SAME HAVE BEEN APPROVED BY THE COMMITTEE. IF APPROVAL IS GRANTED, CONSTRUCTION SHALL COMMENCE WITHIN SIX (6) MONTHS THEREAFTER. CONSTRUCTION MUST BE COMPLETED WITHIN TWELVE (12) MONTHS OF COMMENCEMENT OF CONSTRUCTION. COMMENCEMENT OF CONSTRUCTION IS DEFINED AS THE DATE MATERIALS ARE FIRST DELIVERED TO THE JOB SITE. WITH ELEVATIONS OF ALL SIDES OF THE PROPOSED STRUCTURE, A SECTION THROUGH THE STRUCTURE TO EXPLAIN THE RELATIONSHIP OF THE FLOOR LEVELS AND STAIRS, SQUARE FEET OF LIVING AREA, AND NOTES AND/OR SPECIFICATIONS THAT DESCRIBE THE MATERIALS TO BE USED ON THE EXTERIORS.

THE COMMITTEE SHALL BE COMPRISED OF NO LESS THAN THREE (3) AND NO MORE THAN FIVE (5) MEMBERS, ALL OF WHOM SHALL BE APPOINTED BY THE DEVELOPER UNTIL SUCH TIME AS FIFTY-ONE (51%) OF THE TOTAL TRACTS PLANNED FOR THE SUBDIVISION HAVE BEEN SOLD. WHEN THE TITLES TO FIFTY-ONE (51%) OF THE TOTAL TRACTS PLANNED FOR THE SUBDIVISION ARE VESTED IN PURCHASERS OTHER THAN THE DEVELOPER, DEVELOPER SHALL NO LONGER APPOINT THE COMMITTEE AND THE COMMITTEE SHALL THEN BE COMPOSED OF THE DEVELOPER AND PERSONS APPOINTED BY THE MAJORITY VOTE OF THE PURCHASERS, AND THEY SHALL THEREUPON BE VESTED WITH ALL THE RIGHTS, POWERS AND AUTHORITY HEREIN GRANTED TO THE COMMITTEE. A MAJORITY OF THE COMMITTEE MAY DESIGNATE IN WRITING A REPRESENTATIVE TO ACT FOR IT. THERE SHALL BE NO PAYMENT OF COMPENSATION FOR SERVICES PERFORMED BY THE COMMITTEE OR ITS MEMBERS PURSUANT TO THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS, AND NO MEMBER OF THE COMMITTEE SHALL BE LIABLE FOR DAMAGES, CLAIMS OR CAUSES OF ACTION ARISING OUT OF ANY SERVICE PERFORMED PURSUANT HERETO.

8. HUNTING IS PROHIBITED ON ALL TRACTS IN THE SUBDIVISION.

9. 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 THE COMMITTEE AS PROVIDED HEREIN. 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 SHALL AT ANY TIME BE USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.

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10. 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, COUNTY, AND/OR LOCAL DEPARTMENT 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 COMMITTEE AND THE LOCAL DEPARTMENT OF HEALTH. NO REMOVAL OF TREES OR EXCAVATION OF ANY MATERIALS FOR LANDSCAPING, CONSTRUCTION OF BUILDINGS, DRIVEWAYS, ETC., WILL BE PERMITTED WITHOUT THE WRITTEN PERMISSION OF THE COMMITTEE. NO OIL EXPLORATION, DRILLING, DEVELOPMENT OR REFINING OPERATIONS, AND NO QUARRYING OR MINING OPERATIONS OF ANY KIND, INCLUDING OIL WELLS, SURFACE TANKS, TUNNELS, OR MINERAL EXCAVATIONS OR SHAFTS SHALL BE PERMITTED UPON OR UNDER ANY TRACT; AND NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED ON ANY TRACT.

11. NO SIGN OR ADVERTISING DEVICE MAY BE DISPLAYED ON ANY TRACT EXCEPT IN THE EVENT OF SALE OF SAID TRACT. THERE MAY BE ONE FOR SALE SIGN CONTAINING NOT MORE THAN FIVE (5) SQUARE FEET ON EACH TRACT.

12. NO NOXIOUS, OFFENSIVE, UNLAWFUL OR IMMORAL USE SHALL BE MADE OF ANY TRACT; NOTHING IS ALLOWED WHICH MAY BE OR BECOME AN ANNOYANCE, NUISANCE OR DETRIMENT TO ANY ADJOINING TRACT.

13. TRASH AND GARBAGE; REPAIR. NO JUNK CARS, WRECKING, OR AUTO STORAGE YARDS SHALL BE LOCATED ON ANY TRACT. NO TRASH, GARBAGE, CAR BODIES, CONSTRUCTION DEBRIS, OR OTHER REFUSE MAY BE DUMPED OR DISPOSED OF OR BE ALLOWED TO REMAIN UPON ANY TRACT, VACANT OR OTHERWISE. NO BUILDING MATERIALS OF ANY KIND OR CHARACTER SHALL BE PLACED OR STORED UPON A TRACT UNTIL THE PURCHASER IS READY TO COMMENCE CONSTRUCTION, AND THEN SUCH MATERIAL SHALL BE PLACED WITHIN THE PROPERTY LINES OF THE TRACT. MATERIAL OF ANY KIND STORED ON SAID TRACT SHALL BE ARRANGED IN AN ORDERLY MANNER ON THE REAR ONE-THIRD OF SAID PROPERTY. THE COMMITTEE SHALL DETERMINE NOXIOUSNESS OR UNDERSIRABILITY AND ITS DECISION SHALL BE CONCLUSIVE AND BINDING ON ALL LOT OWNERS. EACH LOT OWNER SHALL, AT HIS SOLE COST AND EXPENSE, MAINTAIN AND REPAIR HIS TRACT AND THE DWELLING AND OTHER IMPROVEMENTS SITUATED THEREON, IN GOOD CONDITION AND REPAIR. IN THE EVENT THAT ANY LOT OWNER SHALL FAIL TO MAINTAIN AND REPAIR HIS TRACT AND SUCH DWELLING AND IMPROVEMENTS AS REQUIRED HEREUNDER, THE COMMITTEE, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO IT HEREUNDER OR BY LAW AND WITHOUT WAIVING ANY OF SAID ALTERNATIVE REMEDIES, SHALL HAVE THE RIGHT, THROUGH ITS AGENTS AND EMPLOYEES, AFTER GIVING (10) DAY WRITTEN NOTICE OF THE VIOLATION OF THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS AND DEMAND TO CURE SAME TO ENTER UPON SAID TRACT AND TO REPAIR, MAINTAIN, AND RESTORE THE TRACT AND THE IMPROVEMENTS SITUATED THEREON, AND EACH LOT OWNER BY ACCEPTANCE OF A DEED FOR HIS TRACT COVENANTS AND AGREES TO REPAY TO THE COMMITTEE THE COST OF CURING THE VIOLATION THEREOF IMMEDIATELY UPON DEMAND. THE COMMITTEE SHALL HAVE NO LIABILITY TO THE LOT OWNER BY VIRTUE OF THE EXERCISE OF SUCH RIGHT OF REMOVAL OR REPAIR. NO TRACT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR GARBAGE. WASTE OF ANY NATURE SHALL NOT BE KEPT ON ANY TRACT EXCEPT IN SANITARY CONTAINERS.

14. A MAXIMUM OF 2 HORSES PER TRACT MAY BE ALLOWED ONLY WITH WRITTEN PERMISSION FROM THE COMMITTEE, WHICH PERMISSION CAN BE REVOKED. STALLS AND PENS FOR THESE ANIMALS SHALL NOT BE LOCATED NEARER THAN 150 FEET TO THE FRONT PROPERTY LINE NOR NEARER THAN 50 FEET TO THE SIDE PROPERTY LINE AND SHALL ALSO BE SITUATED BEHIND THE RESIDENCE. THESE ANIMALS WILL BE ALLOWED ONLY IF THEY ARE WELL CARED FOR AND IN THE SOLE JUDGEMENT OF THE COMMITTEE DO NOT CREATE AN UNSIGHTLY SCENE, NUISANCE, ODORS 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. NO HOGS ARE ALLOWED.

15. ALL FENCES ALONG A PROPERTY LINE WHICH FRONTS OR BORDERS A COUNTY ROAD MUST BE APPROVED BY THE COMMITTEE BEFORE CONSTRUCTION. ALL FENCES WILL BE WELL MAINTAINED AND NOT ALLOWED TO DETRACT FROM THE PROPERTY.

16. 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 PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRICITY, TELEPHONE, DRAINAGE, AND SEWERAGE AND ANY APPURTENANCE TO THE 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.

17. ALL TRACTS ARE SUBJECT TO EASEMENTS AND RESTRICTIONS NOW OF RECORD AND ARE SUBJECT TO ANY APPLICABLE ZONING RULES AND REGULATIONS.

18. THESE COVENANTS AND RESTRICTIONS SHALL BE BINDING UPON THE LOT OWNER, HIS SUCCESSORS, HEIRS AND ASSIGNS. THESE COVENANTS AND RESTRICTIONS ARE FOR THE BENEFIT OF THE ENTIRE SUBDIVISION ABOVE DESCRIBED.

19. COVENANTS RUNNING WITH THE LAND. THESE RESTRICTIONS AND COVENANTS ARE HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND AND SHALL BE FULLY BINDING UPON ALL PERSONS ACQUIRING PROPERTY IN ROLLING OAKS ESTATES SUBDIVISION, UNIT VI OR ANY ADDITIONAL PROPERTY, WHETHER BY DESCENT, DEVICE, PURCHASE, ASSIGNMENT, CONTRACT, OR OTHERWISE, AND ANY PERSON, BY THE ACCEPTANCE OR TITLE TO ANY TRACT OR ENTERING INTO A CONTRACT FOR THE PURCHASE OF SAME, SHALL THEREBY AGREE AND COVENANT TO ABIDE BY AND FULLY PERFORM ALL THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS. THESE RESTRICTIONS, COVENANTS, CONDITIONS AND RESERVATIONS SHALL BE BINDING FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE THEY ARE FILED FOR RECORD IN THE DEED RECORDS OF BEXAR COUNTY, TEXAS, UNLESS CHANGED OR AMENDED AS PROVIDED HEREIN. SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED UPON THE EXPIRATION OF SAID TERM FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH UNLESS FIFTY-ONE PERCENT (51%) OF THE LOT OWNERS SHALL IN WRITING (AND DULY RECORDED IN THE DEED RECORDS OF BEXAR COUNTY, TEXAS) ELECT TO TERMINATE THE SAME PRIOR TO THE EXPIRATION OF SUCH TERM. FIFTY-ONE (51%) OF THE LOT OWNERS MAY AMEND OR CHANGE THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS IN WHOLE OR IN PART AT ANY TIME. ANY CHANGE OF AMENDMENT SHALL BE SET FORTH AND EVIDENCED BY A SUCCESSOR SUPPLEMENTAL INSTRUMENT BEARING THE SIGNATURES OF THE REQUISITE NUMBER OF LOT OWNERS AND THE RECORDINGS OF SAME IN THE DEED RECORDS OF BEXAR COUNTY, TEXAS. A COPY OF ANY CHANGE OR AMENDMENT TO THESE RESTRICTIONS, COVENANTS, CONDITIONS AND RESERVATIONS SHALL BE FORWARDED BY PREPAID MAIL TO ALL LOT OWNERS. ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, DEVELOPER RESERVES THE RIGHT TO AMEND ALL OR ANY PART OF THESE RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS TO SUCH AN EXTENT AND WITH SUCH LANGUAGE AS MAY BE REQUIRED BY ANY FEDERAL, STATE OR LOCAL AGENCY WHICH REQUESTS SUCH AN AMENDMENT AS A CONDITION PRECEDENT TO ANY APPROVAL BY ANY SUCH AGENCY, OR BY ANY FEDERALLY OR STATE CHARTERED LENDING INSTITUTION AS A CONDITION PRECEDENT TO LENDING FUNDS UPON THE SECURITY OF ANY TRACT THEREOF. ANY SUCH AMENDMENT SHALL BE EFFECTED BY THE RECORDATION BY DEVELOPER OF A CERTIFICATE OF AMENDMENT SIGNED BY DULY AUTHORIZED AGENT OF DEVELOPER, WITH HIS SIGNATURE ACKNOWLEDGED, SPECIFYING THE FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR THE FEDERALLY OR STATE CHARTERED LENDING INSTITUTION REQUESTING THE AMENDMENT AND SETTING FORTH THE AMENDATORY LANGUAGE REQUESTED BY SUCH AGENCY OR INSTITUTION. RECORDATION OF SUCH A CERTIFICATE SHALL BE DEEMED CONCLUSIVE PROOF OF THE AGENCY'S OR INSTITUTION'S REQUEST FOR SUCH AN AMENDMENT AND SUCH CERTIFICATE, WHEN RECORDED, SHALL BE BINDING UPON ROLLING OAKS ESTATES SUBDIVISION, UNIT VI AND ALL PERSONS HAVING AN INTEREST THEREIN, SUCH PERSONS HAVING SUCH INTEREST HEREBY EXPRESSLY WAIVING ANY NOTICE THEREOF OR RIGHT TO CONSENT THERETO.

20. SEVERABILITY OF ALL TERMS AND PROVISIONS. IF ANY TERM OR PROVISION OF THIS INSTRUMENT OR THE APPLICATION THEREOF SHALL BE HELD INVALID, ALL OTHER TERMS AND PROVISIONS OF THIS INSTRUMENT OR THE APPLICATION THEREOF SHALL NOT BE AFFECTED THEREBY, NOR SHALL ANY FAILURE OF THE DEVELOPER, THE COMMITTEE OR ANY LOT OWNER TO SEEK ENFORCEMENT OF ANY TERM OR PROVISION CONSTITUTE A WAIVER OF ANY RIGHT TO DO SO IN THE FUTURE OR THE VALIDITY OR ENFORCEABILITY OF SUCH TERM OR PROVISION.

21. ENFORCEMENT. THE DEVELOPER, THE COMMITTEE, BEXAR COUNTY, AND EVERY OTHER PERSON, FIRM OR CORPORATION HEREINAFTER HAVING ANY RIGHT, TITLE OR INTEREST IN ANY TRACT OR PARCEL OF LAND IN ROLLING OAKS ESTATES SUBDIVISION, UNIT VI OR ANY ADDITIONAL PROPERTY SHALL HAVE THE RIGHT TO PREVENT THE VIOLATION OF ANY OF SAID RESTRICTIONS BY INJUNCTION OR OTHER LAWFUL PROCEDURE TO RECOVER ANY DAMAGES RESULTING FROM SUCH VIOLATIONS. DAMAGES FOR THE PURPOSE OF THIS PARAGRAPH SHALL ALSO INCLUDE COURT COSTS AND NECESSARY ATTORNEY'S FEES.

22. ABATEMENT AND REMOVAL OF VIOLATION. VIOLATION OF ANY RESTRICTION OR CONDITION OR BREACH OF ANY COVENANT HEREIN CONTAINED SHALL GIVE THE DEVELOPER, THE COMMITTEE, OR ANY LOT OWNER, OR THEIR AGENTS, IN ADDITION TO ALL OTHER REMEDIES, THE RIGHT TO ENTER UPON THE TRACT ON WHICH THE VIOLATION OCCURS AND TO ABATE AND REMOVE THE VIOLATION AT THE EXPENSE OF THE LOT OWNER IN WHOSE TRACT SAID VIOLATION OCCURRED, AND THE DEVELOPER, THE COMMITTEE, OR ANY LOT OWNER, OR THEIR AGENTS, SHALL NOT BE DEEMED GUILTY OF ANY MANNER OF TRESPASS FOR SUCH ENTRY, ABATEMENT OR REMOVAL.

23. NOTICES. ANY NOTICE REQUIRED TO BE GIVEN TO ANY OWNER OR OTHERWISE SHALL BE DEEMED TO HAVE BEEN PROPERLY DELIVERED WHEN DEPOSITED IN THE UNITED STATES MAELS, POSTAGE PREPAID, ADDRESSED TO THE LAST KNOWN ADDRESS OF THE PERSON TO WHOM IT IS ADDRESSED, AS APPEARS ON THE RECORDS OF THE DEVELOPER AT THE TIME OF SUCH MAILING.

24. RULE AGAINST PERPETUITIES. IF ANY INTEREST PURPORTED TO BE CREATED HEREBY IS CHALLENGED UNDER THE RULE AGAINST PERPETUITIES OF ANY RELATED RULE, THE INTEREST SHALL BE CONSTRUED AS BECOMING VOID AND OF NO EFFECT AS OF THE END OF THE APPLICABLE PERIOD OF PERPETUITIES COMPUTED FROM THE DATE WHEN THE PERIOD OF PERPETUITIES STARTS TO RUN ON THE CHALLENGED INTEREST: THE "LIVES IN BEING" FOR COMPUTING THE PERIOD OF PERPETUITIES SHALL BE THOSE WHICH WOULD BE USED IN DETERMINING THE VALIDITY OF THE CHALLENGED INTEREST.

ADOPTED THIS 9th DAY OF JULY 1985.

DEVELOPER

VAN'S DEVELOPMENT CO., INC.

BY

Mark K. Van Overbeek, Pres.
MARK K. VAN OVERBEEK

(See Attached)

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