

REALTY IMPROVEMENT COMPANY, INC

TO

THE PUBLIC

RESTRICTIONS

DATED: May 26, 1966

FILED: June 1, 1966

FILE NO. 744503

RECORDED: Volume 5373 Page 580
Deed Records of Bexar County, Tex

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

REALTY IMPROVEMENT COMPANY, INC., a Texas Corporation domiciles in San Antonio, Texas, owner of lots 1 through 15, Block 1, New City Block 13869, and Lots 1 through 42, Block 2, New City Block 13870, all as shown on a map and plat of said tract of land as recorded in Volume 5502, Page 72, Deed and Plat Records of Bexar County, Texas, and known and designated as Regency Place Subdivision, Unit 1-A.
HEREBY CERTIFIES THAT it has subdivided the above described lands as shown by the map and plat of such subdivision, which map and plat has heretofore been filed as the true and correct surveymap and plat thereof, and which subdivision is and shall be known as "REGENCY PLACE SUBDIVISION, UNIT 1-A".

For the benefit of said owner, as the owner of the above described land in said subdivision, and for the use and benefit of any subsequent owner or owners of the above described lots therein, as well as the use and benefit of all future owners thereof, the following restrictions and covenants are made, established and adopted to run with the land, binding on the undersigned and on all parties and persons claiming through and under said Corporation until January 1, 1996; and to continue thereafter for successive periods of ten (10) years each, until by vote of a majority of the, then, owners of lots in said subdivision (the ownership of each lot being entitled to one (1) vote), it is agreed to change these covenants or any of them in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning the real property situated in said subdivision to prosecute any proceedings at law, in equity, or both, against the person or persons violating or attempting to violate any such covenants and to prevent him or them from so doing and to recover damages or other for any such violation.

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.

DEFINITIONS

- (a) A "corner lot" is one that abuts two or more streets at their intersection. Any corner lot shall be deemed to front on the same street as the adjoining lot.
- (b) The street upon which a lot fronts shall be deemed the front street and any and all other streets contiguous to such lots shall be deemed to be a side street.
- (c) The word plot as used in this statement is intended to mean a single piece or parcel of land consisting of one (1) lot or more, or less than (1) lot.
- (d) A plot shall be deemed to front on the same street as the lot or lots constituting such plot.

Amended in 5581/567

- (e) The street line is meant to mean the property line as shown on the map and plat and referred to herein.
- (f) The building line is meant to be as shown on the map or plat referred to herein.

COVENANTS

1. SINGLE-FAMILY RESIDENTIAL LOTS. Above lots in REGENCY PLACE SUBDIVISION, UNIT 1-A, shall be known as described as single-family residential lots, with the exceptions set forth in paragraph 11 below.
11. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except Lots 1, 2, & 3, Block 1, New City Block 13869 may also be known described and used for a private swimming, tennis and recreation club, Lot 4, Block, 1, New City Block 13869 may be used for off street parking for the above private swimming, tennis and recreation club, or said lot may be used for residential purposes, and Lot 42, Block 2, New City Block 13870 shall, until December 31, 1970, be known, described and used for a subdivision sales and construction office. After said December 31, 1970, Lot 42, Block 2, New City Block 13870, shall revert to single-family residential use. Excepting only the five lots described above, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached, one storey, one and one-half storey, or split level, single-family dwelling and a private garage, servants' quarters, storage room and laundry; provided, however, that no garage, servants' quarters, storage and laundry room shall be erected on any plot until after or coincidental with the building of a single family dwelling thereon, in keeping with these restrictions, and no garage or outbuilding shall be erected on any lot or plot of a greater height than the residence. No part of said subdivision shall be used for illegal or immoral purposes nor for keeping or treating for profit persons afflicted with tuberculosis or diseases that are contagious or infectious.
111. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structures have been approved by the architectural control committee as to quality of workmanship and materials harmony of external design with existing structures, and as to location with topography and finish grade elevation.
- IV. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP AND PROCEDURE. The architectural control committee is composed of Thomas D Sumners, 134 Cardinal, San Antonio, Texas, Joan J Sumners, 134 Cardinal, San Antonio, Texas, and Lloyd W Booth, 1332 Spanish Oaks, San Antonio, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The powers and duties of such committee and of its designated representative and the requirement of this covenant shall cease on and after January 1, 1972, provided, however, that at any time the then record owners of a majority of the lots in REGENCY PLACE SUBDIVISION, UNIT 1-A, shall have the power through a duly recorded instrument to extend the period during which the Committee shall exercise the powers and duties herein defined. The committee's approval or disapproval as required in these covenants shall be in writing. If the event the committee, or its designated representative, fails to approve or disapprove within 10 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

REALTY IMPROVEMENT COMPANY, INC

TO

THE PUBLIC

RESTRICTIONS:

DATED: June 2, 1966

FILED: June 2, 1966

FILE NO. 744892

RECORDED: Volume 5575 Page 116

Deed Records of Bexar County, Tex

PROPERTY OWNERS ASSOCIATION DECLARATION

THIS DECLARATION, made on the date hereinafter set forth by REALTY IMPROVEMENT COMPANY, INC., a Texas corporation, hereinafter referred to as "Declarant",

WITNESSETH:

THAT WHEREAS, Declarant is the present owner of all of the lots situated in Regency Place Subdivision, Unit 1-A, a residential subdivision situated within the corporate limits of the City of San Antonio, Bexar County, Texas; and,

WHEREAS, Declarant will convey said lots subject to certain protective covenants, conditions and reservations, as more fully shown by the recorded plat of such subdivision and by certain other instruments filed, or to be filed, or record in the office of the County Clerk of Bexar County, Texas, and also the following covenants, liens, charges and assessments;

NOW, THEREFORE, Declarant hereby declares that all lots situated in Regency Place Subdivision, Unit 1-A, within the corporate limits of the City of San Antonio in Bexar County, Texas, according to map or plat thereof recorded in Volume 5502, page 72, of the Deed and Plat Records of Bexar County, Texas, shall be paid, sold and conveyed subject to the following covenants, liens, charges, and assessments, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such subdivision as a whole. These covenants, charges, liens and assessments shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described lots or any part thereof and shall inure to the Benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Regency Place Property Owners Association, a non-profit corporation, organized under the laws of the State of Texas, and its successors and assigns.

Section 2. "lot" shall refer to and mean any platted lot as shown in the plat of Regency Place Subdivision, Unit 1-A, recorded in Volume 5502, page 72, of the Deed and Plat Records of Bexar County, Texas.

Section 3. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any lot in said subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Declarant" shall mean and refer to Realty Improvement Company, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 6. "Additional Property" shall mean and refer to land contiguous to Regency Place Subdivision, Unit 1-A, which is presently owned by Declarant and which may at a later date be platted and developed as an additional unit or units of Regency Place Subdivision.

ARTICLE 11

ANNEXATION OF ADDITIONAL PROPERTIES

If within five years next following the date upon which Regency Place Property Owners Association is incorporated, Declarant shall develop additional units of Regency Place Subdivision out of Declarant's "Additional Property" as above defined, then the owners of all lots situated in said additional unit or units of Regency Place Subdivision shall automatically become members of said Association and all lots included within each said additional unit shall automatically be subject to the same covenants, charges, liens and assessments as are hereby imposed upon the owners of lots situated in Regency Place Subdivision, Unit 1-A.

Provided, however, that if at the time of such additional development there is a Class B membership in the association, the provisions of the preceding paragraph shall not be effective unless the annexation of such "Additional Property" has the prior approval of the Federal Housing Administration or the Veterans Administration.

ARTICLE 111

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE 1V

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article 111 with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article 111. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to the three (3) votes for each lot in which it holds the interest required for membership by Article 111, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding the the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1972.

ARTICLE V

POWERS AND DUTIES OF THE ASSOCIATION

Regency Place Property Owners Association shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary or advisable; provided, however, that nothing herein contained shall be deemed to prevent any owner from enforcing any covenants or restrictions in his own name.

(a) To enforce, either in its own name or in the name of any owner within the subdivision, any or all building restrictions which have been heretofore imposed upon the land in said subdivisions. Provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, released or modified.

long as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the property owners, wherever and whenever such right of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the association as herein provided.

(b) To plant trees and to care for, spray, trim and protect and replant trees on all streets and in other public places.

(c) To mow, care for and maintain parkways in front of vacant and other property; to cut and remove weeds and grass from such parkways or other places, and to cut and remove weeds and grass from other vacant property; to pick up and remove therefrom loose gravel, material, trash and rubbish of all kinds; and to do any other things necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

(d) To provide such lights, as the Association may deem advisable on streets, parkways, gateways, entrances, and in other public or semi-public places.

(e) To provide for the maintenance and repair of the perimeter fence, gateways, entrances, drainage ways and other ornamental functional features now existing or which may hereafter be erected or created in said subdivision, in any public street, or on any land set aside or for which an easement is retained in order to carry out the purposes of the Association.

(f) To exercise such control over easements as it may acquire from time to time.

(g) To erect and maintain signs for marking of streets.

(h) To acquire and own title to such real estate as may be reasonable necessary in order to carry out the purposes of the Association.

(i) The Association shall have the right to expend the moneys hereinafter referred to for any of the above mentioned purposes and also for such other purposes not herein specifically mentioned and as said Association acting through its Board of Directors may deem advisable for the general welfare of the property owners in said subdivision.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within Regency Place Subdivision, Unit 1-A, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the association an annual assessment or charge as hereinafter provided. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made; and each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the association shall be used exclusively by it for the purpose of exercising the powers conferred upon the Association in Article V above and in particular for the maintenance, repair, construction and reconstruction of the perimeter fence partially enclosing Regency Place Subdivision, Unit 1, and of the entrance to the subdivision at the intersection of Myers Road and Mayfair Drive.

Section 3. Basis and Maximum of Annual Assessments. Until January 1963, the maximum annual assessment shall be Six Dollars (\$6.00) per

(a) From and after January 1, 1963, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1, 1963, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding five years and at the end of each such period of five years, for each succeeding period of five years, provided that any such change shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

(c) After consideration of current maintenance costs and future needs at a uniform rate for all lots and shall be collected on an annual basis.

Section 5. Quorum for Any Action Authorized under Section 3. At the first meeting called as provided in Section 3 hereof, the presence at the meeting of members or of proxies entitled to cast sixty per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 3, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be due as to all lots on the first day of January 1967. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein so stated to have been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six per cent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgages, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(2) Being 0.175 acres land out of Regency Place Subdivision, Unit 1-A as recorded in Volume 5502, Page 72 of the Deed and Plat Records of Bexar County, Texas; said 0.175 acres land being a 5.00 foot strip of land along the Southwest line of lot 1, Block 1, N.C.B. 13869 and along the Southeast line of Lots 1 thru 15, Block 1, N.C.B. 13869 and being more particularly described as follows:

BEGINNING at the most Southern corner of lot 1, Block 1, N.C.B. 13869, which is in the Northeast right of way line of Bitters Road;

THENCE north 50 deg. 08' 16" West 107.70' with and along the Northeast right of way line of Bitters Road and the Southwest line of Lot 1, Block 1, N.C.B. 13869, to the Point-of-Curvature of a curve whose radius point bears North 39 deg. 51' 44" East 15.00';

THENCE in a northwesterly direction 23.56' along the arc of said curve to the Point-of-Tangency; said point being in the Southeast Right-of-Way line of Mayfair Drive and being on the arc of a curve whose radius point being South 50 deg. 08' 16" East 170.00' and whose interior angle is 2 deg. 23' 42";

THENCE in a northeasterly direction 16.00' along the arc of said curve and the Southeast Right-of-Way line of Mayfair Drive to the point of tangency; said point being also the Point of Curvature of a curve whose radius point bears, South 40 deg. 29' 41" West 31.00' and whose interior angle is 80 deg. 05' 09";

THENCE in a Southeasterly direction 43.33' along the arc of said curve to the point of tangency;

THENCE South 50 deg. 08' 16" East 88.32' along a line that is 5.00' Northeast of and parallel to the Southwest line of lot 1, Block 1, N.C.B. 13869 to a point of a corner;

THENCE North 55 deg. 34' 20" East 1044.63' along a line that is 5.00' Northwest of and parallel to the Southeast line of Block 1, N.C.B. 13869 to angle point;

THENCE North 55 deg. 42' 39" East 111.15' continuing along a line that is 5.00' Northwest of and parallel to the Southeast line of Block 1, N.C.B. 13869 to the point of a corner;

THENCE North 34 deg. 27' 33" West 130.53' along a line 5.00' Southwest of and parallel to the Northeast line of Lot 15, Block 1, N.C.B. 13869 to a point in the Southeast right of way line of Mayfair Drive;

THENCE North 55 deg. 56' 14" East 4.81' and along the Southeast right of way line of Mayfair Drive to an angle point;

THENCE North 55 deg. 32' 27" East 0.17' to a point for the Northern most corner of lot 15, Block 1, N.C.B. 13869 and the herein described tract;

THENCE South 34 deg. 27' 33" East 135.51' to a point for the Eastern most corner of lot 15, Block 1, N.C.B. 13869, and the herein described tract;

THENCE South 55 deg. 42' 39" West 116.15' along the Southeast line of Block 1, N.C.B. 13869 to an angle point;

THENCE South 55 deg. 34' 20" West 1048.41' along the Southeast line of Block 1, N.C.B. 13869 to the point of beginning and containing 0.175 acres of land.

Section 2. Purpose of Easements. Said easements are hereby reserved for the purpose of constructing, reconstructing, repairing and maintaining a decorative perimeter fence or wall for the subdivision within the limits thereof, and Declarant further reserves to itself, its successors and assigns, the right and privilege at any and all times to enter upon the premises including within said easements for such purpose of constructing, reconstructing, repairing and maintaining said perimeter fence or wall.

Section 3. Design of Fence or Wall. Such decorative perimeter fence or wall located within said easements shall be constructed or reconstructed in accordance with the design selected by Declarant, or in the alternative, by the Association.

Section 4. Maintaining Appearance of Land within Easements. Declarant further reserves to itself, its successors and assigns, the right and privilege to enter into the premises included within said easements, at any and all times for the purpose of landscaping and beautifying the ground adjacent to said fence and for the purpose of cutting weeds, grass, and other vegetation which may present an unsightly appearance adjacent to said fence, should such action be reasonably necessary in order to beautify the area involved.

Section 5. Transfer of Easements to Association. Such easements and all rights incident thereto hereby reserved by Declarant shall automatically pass to and vest in the aforesaid Regency Place Property Owners Association, its successors and assigns, upon its incorporation without the necessity of and formal conveyance of the same to such Association by Declarant. However, if it should be determined that for any reason a formal conveyance of such easements and rights should be made by Declarant to such Association, then Declarant hereby binds and obligates itself to execute and deliver such a conveyance to the Association upon the request of its Board of Directors.

Section 6. Right of lot Owners to Build Side Lot Fences up to Perimeter Fence or Wall. Declarant does not propose that either it nor the Association, as the owner of the easements and rights hereinabove mentioned, shall interfere with the rights of the various lot owners, across whose lots such easements extend, to build side lot fences across said easements and up to said perimeter fence or wall. Provided, however, that in constructing any such side lot fences the respective lot owners shall not attach fences to said perimeter fence or wall but shall be permitted to set their end posts sufficiently close to said fence or wall as to properly enclose their respective lots. In the event of the erection of such side lot fences by the respective lot owners and in the event that the Association shall thereafter find it necessary or desirable to exercise the rights reserved in connection with such easement and in the exercise thereof shall remove or damage any portion of such side lot fences, then the Association, at its expense, shall restore the same to the condition in which such fence or fences were prior to the time it commenced its work.

ARTICLE VIII

EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR

The Association shall at no time expend more money within any one year than the total amount of the assessment for that particular year and any surplus which it may have no fund from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year to pay for any such obligation and no such contract shall be valid or enforceable.

ARTICLE IX

TERMINATION OF LIEN

The liens for the assessments made under the authority of this

declaration shall continue for a period of four years from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution pursuant to the judgment establishing the same.

ARTICLE X

TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of Regency Place Property Owners Association as contemplated by the terms of this declaration, Declarant shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association in the same way and manner as though all of such powers and duties had been reserved to Declarant alone.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

ARTICLE XII

SEVERABILITY

Invalidation of any provisions of this declaration by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE XIII

DURATION

The covenants, charges, liens and assessments provided for in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, its successors and assigns, for a term of 20 years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten years. Except as hereinabove expressly provided, the provisions of this Declaration may be amended during the first twenty-year period only by an instrument signed by not less than ninety per cent (90%) of the lot owners and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the lot owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this instrument to be executed this 2nd day of June, A.D. 1966.

REALTY IMPROVEMENT COMPANY INC.,

TO

THE PUBLIC

STATE OF TEXAS
COUNTY OF DEXAR

AMENDMENT TO
RESTRICTIONS

DATED: June 3rd, 1966
FILED: June 14th, 1966
FILE NUMBER: 747443
RECORDED: Volume 5581
Page 507
Deed Records of Dexas
County, Texas

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, REALTY IMPROVEMENT COMPANY, INC., did subdivide lots 1 through 15, Block 1, NCB 13809; and Lots 1 through 42, Block 2, NCB 13870, according to map or plat thereof of record in Volume 5502, Page 72, Deed and Plat Records of Dexas County, Texas, and said subdivision is known and designated as REGENCY PLACE SUBDIVISION, UNIT 1-A; and

WHEREAS, subsequent to the dedication of Regency Place Subdivision, Unit 1-A, REALTY IMPROVEMENT COMPANY, INC., as owner of said subdivision, did impose certain conditions and restrictions with regard to the use and occupancy of said property by future owners, said conditions and restrictions being contained in an instrument dated 26th day of May A.D., 1966, and recorded in Volume 5573, Page 580, of the Deed Records of Dexas County, Texas; and

WHEREAS, paragraph IX. of said restrictions omitted an exception to a dwelling being located on any lot nearer than twenty-five (25) feet to the rear lot line; and

WHEREAS, REALTY IMPROVEMENT COMPANY INC., is desirous of correcting said omission:

NOW, THEREFORE, REALTY IMPROVEMENT COMPANY, INC., does hereby expressly amend said paragraph IX. to read as follows:

IX. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. IN any event no building shall be located on any lot nearer than 30 ft to, nor further than 45 feet from the front lot line, nor nearer than 10 feet to any side street line. No improvements shall be erected nearer than five (5) feet to an interior lot line, except a detached garage or outbuilding the front of which is not more than thirty (30) feet from the rear lot line, may be erected no nearer than three (3) feet to the inside lot line. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line, except that a dwelling may be located on lot 30, Block 2, New City Block 13870 nearer than twenty-five (25) feet but not nearer than twenty (20) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

All remaining provisions of said restrictive covenants above referred to are hereby expressly affirmed and shall continue in full force and effect.

- V. DWELLING COST, QUALITY AND SIZE. No dwelling exclusive of open porches, garages or patios shall be permitted on any lot in this subdivision at a cost of less than \$15,500, based upon costs levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are corded at the minimum costs stated herein for the minimum permitted dwelling size. Said minimum improvement costs limitations are to be revised proportionately as of the date of actual construction of such improvements on each building site, respectively, to accord with the relative change in the Federal Home Loan Bank Board Index of Residential Buildings Costs in San Antonio, Texas. If such index values are not available at the time of actual construction, then said minimum improvements limitations above provided shall be revised in accordance with some suitable recognized index showing fluctuations in building costs. The minimum floor area of the main structure exclusive of one-story open porches, terraces, garages, and detached accessory buildings shall be not less than one thousand five hundred twenty-five (1,525) square feet for a one story dwelling and one thousand, six hundred fifty (1,650) square feet for a dwelling with more than one story.
- VI. MINIMUM MASONRY 75%. A minimum of 75% of the wall area to top of window height and exclusive of openings shall be of masonry or masonry veneer construction.
- VII. TWO CAR ATTACHED GARAGE REQUIRED. Each dwelling constructed in REGENCY PLACE SUBDIVISION UNIT 1-A shall have constructed as an integral part thereof a closed, attached garage suitable for parking two standard size automobiles.
- VIII. SIDEWALKS REQUIRED. Before completion and/or occupancy of any dwelling in this subdivision there shall be constructed a sidewalk parallel to the curb or front property line and extending across the entire front width of the respective lot, and on corner lots extending to the side street club.
- IX. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In the event no building shall be located on any lot nearer than 30 feet to, nor further than 45 feet from, the front lot line, nor nearer than 10 feet to any side street line. No on improvements shall be erected nearer than (5) feet to an interior lot line, except a detached garage or outbuilding, the front of which is not more than thirty (30) feet from the rear lot line, may be erected no nearer than three (3) feet to the inside lot line. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot encroach upon another lot.
- X. DRIVEWAYS. All driveways in the subdivision shall be surfaced with concrete, asphalt, or other similar substance.
- XI. BOAT AND TRAILER PARKING. No boat, boat trailer, camper body, or similar vehicle shall be parked for storage in the driveway on front yard or any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling unless parked to the rear of a screen fence.
- XII. LOT AREA AND WIDTH. No dwelling shall be erected, placed, or altered on any building plot which has an area of than nine thousand (9,000) square feet, and a width of less than seventy-eight (78) feet at the front property line; EXCEPT any individual lot as subdivided and delineated on the subdivision map of REGENCY PLACE SUBDIVISION, UNIT 1-A, may be used as a building plot irrespective of the above requirements. No lot shall be resubdivided into building plots any one of which shall have a width of less than seventy-five (75) feet at the front property lines.

- XIII. **WAIVER OF FRONT SETBACK REQUIREMENTS.** With written approval of the Architectural Control Committee any building may be located further back from the front property line than provided in Paragraph IX above where in the opinion of the said Committee, the proposed location of the building will add to the appearance and value of the property and will not detract from the appearance or value of other properties. Garage location may vary upon the approval of the Architectural Control Committee.
- XIV. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- XV. **NUISANCE.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which be or may become an annoyance or nuisance to the neighborhood.
- XVI. **NO TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence with either temporarily or permanently.
- XVII. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign or not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.
- XVIII. **NO OIL AND MINING OPERATIONS.** No oil, drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained permitted upon any lot.
- XIX. **NO LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except the dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- XX. **GARBAGE AND REFUSE DISPOSAL.** 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.
- XXI. **NO INDIVIDUAL WATER SUPPLY.** No individual water supply shall be permitted on any lot.
- XXII. **NO INDIVIDUAL SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on any lot.
- XXIII. **FENCES.** No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house, except that on Lot 1, Block 1, New City Block 13869, the subdivision perimeter fence and entrance gate may be constructed and maintained in the location shown on plat on the certain detailed plot plan for said fence contained in plans, submitted January 6, 1966, to the Board of Adjustment of the City of San Antonio; and a fence may be built and maintained extending to the front property line on or along the northeast lot line of lot 15, Block 1, New City Block 13869. Also on lots 1, 2, 3, and 4, Block 1, New City Block 13869, a fence, wall or hedge may be built or maintained forward of the structures but not forward of the building set back line shown on the recorded plat.
- XXIV. **SIGHT DISTANCE AT INTERSECTIONS.** No fence wall, hedge or shrub planting which obstructs sight lines at elevations between two (20 and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The

same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

XXV. BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE. No building previously constructed elsewhere shall be moved on any lot in REGENCY PLACE SUBDIVISION, UNIT 1-A.

XXVI. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within the 5 feet of the property line of any part or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

XXVII. RADIO AND TELEVISION ANTENNAE. Any radio and/or television antennae erected on any dwelling in REGENCY PLACE SUBDIVISION, UNIT 1-A, shall not extend more than eight feet above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling and shall not be located on the side of the dwelling nearer than 10 feet to the front wall line of the respective dwelling.

XXVIII. GRASS TO BE KEPT CUT. Grass on each lot shall be kept mowed at regular intervals, and drainage areas over and across any part of a lot shall be kept clean and open 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.