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RESTRICTIVE COVENANTS

THE STATE OF TEXAS X
 X
COUNTY OF GUADALUPE X KNOW ALL MEN BY THESE PRESENTS:

THAT we, JOHN A. TRAEGER, SR. and LAWRENCE O. SCHWAB, hereinafter called "DEVELOPER", the same being all of the owners of 217.35 acres of land in the H. & T.C. R.R. Survey #11, Abstract 176, Guadalupe County, Texas, more particularly described by metes and bounds in Deed to DEVELOPER recorded in Volume 760, Page 1400 of the Official Records of Guadalupe County, Texas, have heretofore subdivided such property by the filing of a subdivision plat in Volume 5, Pages 22-A, 22-B, and 23-A of the Plat Records of Guadalupe County, Texas, and have designated the subdivision to be named "Sandy Oak Hills Subdivision", do hereby approve and adopt the following restrictions on the use of lots within the said Sandy Oak Hills Subdivision (hereinafter called the subdivision) which restrictions shall be covenants to run with the land and shall be binding on all parties now or hereafter owning or using said lots in the subdivision and said parties further specify and provide that any person or persons now or hereafter owning any real property situated in said subdivision may enforce these restrictions at law, or in equity, against any person or persons violating or attempting to violate any such covenant or restriction.

1. No building shall be erected, placed, or altered on any lot until the construction plans and a plot plan showing the location of the structures have been approved by the Architectural Control Committee as to general compatibility of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, placed, or altered, the Architectural Control Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear, and side elevations on submitted plans. Considerations as to size, set back, cost and other specific objective requirements are separate and apart from the function of the Architectural Control Committee. The committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular designs or appearances from being built in the subdivision.

2. The initial Architectural Control Committee is composed of Margie Traeger, Drew Traeger and John A. Traeger, Sr. of Guadalupe County, Texas. A majority of the remainder of the committee may elect successors, in event of resignation or vacancy, or designate a representative to act for it at any time or for any period. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor; a resignation is effective when given in writing to the committee or any of its members or its successors. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative and requirement of this covenant shall cease on and after January 1, 1991; provided, however, that at any time the then record owners of a majority of the lots in this subdivision 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. In the event this committee, or its designated representative, fails to approve or disapprove within sixty (60) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. There shall be

no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such committee be subject to any suit by anyone for damages. A majority of the committee may increase the number of committee members at any time.

3. No single-wide mobile home shall be placed or kept in the subdivision.
4. All double-wide mobile homes placed or kept in the subdivision must be skirted, and shall contain not less than 1,200 square feet of heated area. All double-wide mobile homes must be installed and tied down to conform to State regulations and requirements.
5. No inoperative or junked vehicles shall be kept or placed in the subdivision either temporarily or permanently.
6. No scrap metal or used building materials shall be kept or placed in the subdivision either temporarily or permanently.
7. No hogs shall be placed or kept in the subdivision either temporarily or permanently.
8. As to animals other than hogs, animals kept on any tract or lot in the subdivision shall not exceed in number the number of whole acres in that particular tract or lot.
9. No materials other than new materials shall be used in the construction of improvements in the subdivision, other than as expressly allowed by the architectural committee to the contrary, and all residences in the subdivision other than double-wide mobile homes must have a minimum of 1,300 square feet of heated area. All residences in the subdivision other than double-wide mobile homes or log homes must have exterior brick veneer covering at least 25% of the exterior walls of the residence.
10. No fence or wall shall be constructed on any portion of any lot in this subdivision which is indicated by the subdivision plat as being within the common easement for access.
11. No noxious or offensive unlawful or immoral activities shall be carried on upon any lot in this subdivision nor shall anything be done thereon which shall become an annoyance or nuisance to any part of this subdivision.
12. So long as developers own any of the subdivision, no roads shall be installed nor shall any tract be subdivided without written permission from developer.
13. No building shall be located on any tract within twenty-five (25) feet of a tract line, regardless of whether or not is it a front, back or side tract line.
14. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, motor home, camper, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

These restrictions may be amended by the formal consent and approval of more than fifty percent (50%) of the lot owners on the basis of one vote allowed for each lot and any changes of these restrictions will be binding on all lots and lot owners and shall apply to any buildings or structures not started at the time of such amendment.

All matters contained in this instrument shall be binding upon the purchaser of any lot in the subdivision and his successors, heirs and assigns, provided, however, that said restrictions shall expire on May 1, 2011, A.D., unless the provisions of this instrument are extended for an additional period of twenty five (25) years by an instrument executed by the then owners of a majority of the lots in the subdivision. The matters contained in this instrument are for the benefit of the entire subdivision and may be enforced by any property owner in the subdivision by recourse to any available action in law or equity and may be similarly enforced by the developer, their heirs or assigns, or by the latter's use of any provision for enforcement contained herein.

Invalidation of any of the matters contained in this instrument by judgment or court order shall not in any manner affect any of the other such provisions herein set forth and all such remaining provisions shall remain in full force and effect.

EXECUTED this 16 day of JUNE, 1986, to be binding upon the undersigned and their respective heirs and assigns.

John A. Traeger Sr.
JOHN A. TRAEGER, SR.

Lawrence O. Schwab
LAWRENCE O. SCHWAB

THE STATE OF TEXAS X

COUNTY OF GUADALUPE X

This instrument was acknowledged before me on the 16th day of June, A.D., 1986 by JOHN A. TRAEGER, SR. page 1

Patricia A. Johnston
Notary Public, State of Texas
Notary's Name Printed: PATRICIA A. JOHNSTON
My Commission Expires: 9-15-87

THE STATE OF TEXAS X

COUNTY OF DALLAS GUADALUPE X

This instrument was acknowledged before me on the 12th day of June, A.D., 1986 by LAWRENCE O. SCHWAB.

B. C. Schmunk
Notary Public, State of Texas
Notary's Name Printed: B. C. Schmunk
My Commission Expires: 10-24-89

RECORDED IN OFFICIAL RECORDS
FILE DATE: 6-20-86
FILE TIME: 2:02 O'CLOCK PM
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RECORDING DATE
JUN 23 1986
C. D. Schaffer
COUNTY CLERK, GUADALUPE COUNTY