

WHISPERING OAKS SUBDIVISION, UNITS 1 & 2SAN ANTONIO, BEXAR COUNTY, TEXAS

STATE OF TEXAS I
 COUNTY OF BEXAR I

KNOW ALL MEN BY THESE PRESENTS:

That we, OAK GLEN PARK DEVELOPMENT COMPANY, a Texas corporation, as owner (acting by and through duly authorized officers), do hereby adopt and impress the following restrictive covenants upon only the following described property, which is hereby designated as a separate and distinct divisional unit:

Lots 1 through 19, Block 1, New City Block 14131;
 Lots 29 through 31, Block 1, New City Block 14131;
 Lots 1 through 11, Block 4, New City Block 14134;
 Lots 1 through 27, Block 5, New City Block 14135;
 Lots 1 through 20, Block 6, New City Block 14136; and
 Lot 1, Block 7, New City Block 14137, all in

WHISPERING OAKS, UNIT 1, in the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 5870, Page 122, of the Deed and Plat Records of Bexar County, Texas; and

Lots 39 through 46, Block 2, New City Block 14132, WHISPERING OAKS, UNIT 2, in the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 5870, Page 125, of the Deed and Plat Records of Bexar County, Texas.

OAK GLEN PARK DEVELOPMENT COMPANY 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 survey, map and plat thereof, and which subdivision is and shall be known as "WHISPERING OAKS, UNITS 1 & 2".

For the benefit of itself, as owner of the land in said subdivision, and for the use and benefit of present or subsequent owner or owners of any lot therein as well as the use and benefit of all future owners thereof, the following covenants are made and adopted to run with the land as hereinafter set out.

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 person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other sums for such violation.

COVENANTS

I. SINGLE-FAMILY RESIDENTIAL LOTS. Above lots in WHISPERING OAKS SUB-DIVISION, UNITS 1 & 2, shall be known and described as single-family residential lots.

II. 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 respect to topography and finish grade elevation.

III. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP AND PROCEDURE. The architectural control committee is composed of LLOYD A. DENTON, WILLIAM S. WATSON, AND LLOYD W. BOOTH, all of 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, or 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, 1974; provided, however, that at any time the then record owners of a majority of the lots in WHISPERING OAKS SUBDIVISION, UNITS 1 & 2, 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 the committee, or its designated representative, fails to approve or disapprove within Thirty (30) 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.

IV. 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 \$17,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all

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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 recorded at the minimum cost 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 Building 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 or split level dwelling and one thousand seven hundred fifty (1,750) square feet for a dwelling with two stories.

V. MINIMUM MASONRY 75%. A minimum of 75% of the first floor wall area to top of first floor window height and exclusive of openings shall be of masonry or masonry veneer construction.

VI. TWO CAR CARPORT/GARAGE REQUIRED. Each dwelling constructed in WHISPERING OAKS SUBDIVISION, UNITS 1 & 2, shall have a garage or carport suitable for parking two standard size automobiles.

VII. 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, except that Lots 8 & 9, Block 1, NCB 14131; Lot 20, Block 6, NCB 14136; Lot 1, Block 4, NCB 14134, and Lots 1 & 27, Block 5, NCB 14135, shall have a fifteen (15) foot side street building setback line. In any event, no building shall be located on any lot nearer than Thirty (30) feet to, nor further than Forty-five (45) feet from, the front lot line, nor 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. 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.

VIII. DRIVEWAYS. All driveways in the subdivision shall be surfaced with concrete, asphalt, or other similar substance.

LX. BOAT AND TRAILER PARKING. No boat trailer, camper body, or similar vehicle shall be parked for storage in the driveway or front yard of 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.

X. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than seventy-five (75) feet at the minimum set back line, nor shall any dwelling be erected or placed on any lot having less than 8,600 square feet.

LX. 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 VII 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.

XII. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

XIII. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

XIV. 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 either temporarily or permanently.

XV. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one square foot, one (1) sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XVI. 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

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boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XVII. NO LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

XVIII. 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.

XIX. NO INDIVIDUAL WATER SUPPLY. No individual water supply system shall be permitted on any lot.

XX. NO INDIVIDUAL SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot.

XXI. FENCES. No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house.

XXII. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) 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. 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.

XXIII. BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE. No building previously constructed elsewhere shall be moved on to any lot in WHISPERING OAKS, UNITS 1 & 2.

XXIV. RADIO AND TELEVISION ANTENNA. Any radio and/or television antenna erected on any dwelling in WHISPERING OAKS SUBDIVISION, UNITS 1 & 2, shall not extend more than eight (8) 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 ten (10) feet to the front wall line of the respective dwelling.

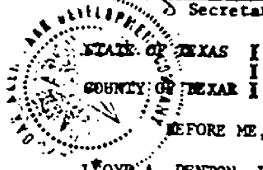
EXECUTED this 28th day of February, 1968.

OAK GLEN PARK DEVELOPMENT COMPANY

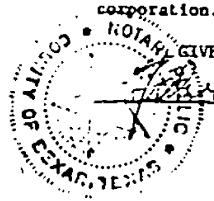
ATTEST:

Bert M. Barrett
Secretary

By: Lloyd A. Denton
Lloyd A. Denton, President.



BEFORE ME, the undersigned authority, on this day personally appeared
LEOYD A. DENTON, President of OAK GLEN PARK DEVELOPMENT COMPANY, known to me to
be the person and officer whose name is subscribed to the foregoing instrument,
and acknowledged to me that he executed the same for the purposes and consideration
therein expressed and in the capacity therein stated as the act and deed of said
corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of
February, 1968.

Ray G. Heagy
Notary Public in and for Bexar County,
Texas. RAY G. HEAGY
Notary Public, Bexar County, Texas

The FROST NATIONAL BANK OF SAN ANTONIO hereby joins in these restrictions
as mortgagee for the purpose of subordinating its lien thereto.

EXECUTED at San Antonio, Bexar County, Texas, this 28th day of
February, 1968.



Raymond A. Van Buren
Cashier
STATE OF TEXAS
COUNTY OF BEXAR

THE FROST NATIONAL BANK OF SAN ANTONIO

By: Clifford T. Heagy
Vice President

BEFORE ME, the undersigned authority, on this day personally appeared
Clifford T. Heagy, Vice President, THE FROST NATIONAL BANK OF SAN ANTONIO,
known to me to be the person and officer whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same for the purposes and con-
sideration therein expressed and in the capacity therein stated as the act and deed of
said corporation.

1968. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of February



Bernard Conzales
Notary Public in and for Bexar County, Texas.
BERNARD CONZALES
Notary Public, Bexar County, Texas

NO. 5919 MAR 26 1968

Filed MARCH 4, 1968

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STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in the
State and of the time stamped herein by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Bexar County, Texas, as stated herein by me.

MAR 4 1968



James W. Wright
COUNTY CLERK
BEXAR COUNTY, TEXAS

Dec. 27, 50

Restrictions for
Whispering Oaks, Units 1 & 2

FILED IN MY OFFICE
JAMES W. WRIGHT
COUNTY CLERK BEXAR CO.

Return to: Mr. Lloyd A. Denton
6103 Broadway
San Antonio, Texas 78209

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