

This is a typed out copy of the restrictions currently on file in the Comal County Courthouse in New Braunfels, Texas. The original of this document can be found in Volume 165, Page 254.

No. 92836 – RESTRICTIONS, BULVERDE HILLS SUDVISION, UNIT 2
GILBERT E. KINDER COMPANY TO THE PUBLIC

THE STATE OF TEXAS)(

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL)(

That Gilbert E. Kinder, Sole-Owner of GILBERT E. KINDER COMPANY, as owner of:

Lots 55 through 63, inclusive, Block 1;
Lots 67 through 76, inclusive, Block 1;
Lots 55 through 74, inclusive, Block 4;
Lots 1 through 5, inclusive, Block 6;
Lots 1 through 22, inclusive, Block 7;
Lots 1 through 25, inclusive, Block 8;

And Mary Jo Scoma Belk (feme sole) as owner of

Lots 6, __?__, 15, Block __?__;

all in BULVERDE HILLS SUBDIVISION, UNIT 2, situated in Comal County, Texas, according to plat thereof recorded in Volume 2, Page 74, Deed and Plat Records of Comal County, Texas;

do hereby adopt and impress the following restrictive covenants on said property and hereby declare that said lots shall be subject to the covenants and restrictions hereinafter set out.

1. All of the above lots, or any resubdivision thereof, shall be restricted to residential structures, not to exceed two stories in height for residence purposes only, and for single family dwellings only.

2. No residence or dwelling shall be constructed on the hereinabove described lots which does not have a minimum of 25% wall area of masonry or masonry trim construction. All structures shall be of new material.

3. No obnoxious 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.

4. No temporary residence, trailer, servant's quarters, garage, barn or other outbuildings erected in the subdivision shall be used as residences, temporarily or permanently. No garage or other structures shall be built prior to the construction of the permanent residence or dwelling. A residence or structure must be completed on or before six months from the date its foundation is laid. Structures that are built off this subdivision shall not be moved on to any of said lots.

5. Said property shall not be used for the keeping or treating for profit persons afflicted with tuberculosis or other infectious diseases.

6. No building shall be erected on any lot having an area of less than 30,000 square feet or less than 100 feet frontage at the minimum building set back line, nor shall said building be nearer than 50 feet from the front property line, nor nearer than 10 feet to any side lot line, nor nearer than 20 feet to any side street line. Detracted garages or other out-buildings must be built on the rear one-third of the lot and shall not be nearer than 10 feet to any side lot line. No lot in this subdivision shall be subdivided without written approval from the Board of Directors of GILBERT E. KINDER COMPANY.

6.B. The ground floor area of the main structure, exclusive of open porches, patios, carports and garages, shall not be less than 1250 square feet for a one-story dwelling with an attached garage or carport, nor less than 1550 square feet for a one-story dwelling with a detached garage, nor less than 850 square feet for a dwelling of more than one-story. Garages or carports shall not be less than 300 square feet.

7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only 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.

8. No building shall be erected, placed, or altered on any lot until the constructions plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, topography and finish grade elevation. The architectural control committee is composed of the Board of Directors of GILBERT E. KINDER COMPANY. The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 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 duly complied with.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to changes in said covenants in whole or in part.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of 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 builder to advertise the property during the construction and sales period.

11. 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 or permitted upon any lot.

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

13. No walls, fences or hedges shall be constructed, erected or grown or maintained between the front wall line and the front street line.

14. Seller expressly reserved the right until January 1, 1980, to vary these restrictions, should Seller in its sole judgment deem it in the best interest of the property to vary such restrictions. Any such variances by the Seller shall be specifically stated in both the Contract of Sale and in the Seller's deed conveying the tract on which restrictions have been changed. Any variance of building set back lines due to irregularities in the property shall be made in writing by the GILBERT E. KINDER COMPANY, or its assigns.

15. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants to restrain violations or to recover damages.

EXECUTED this the 10th day of September A.D., 1968.

GILBERT E. KINDER COMPANY

Signed by Gilbert E. Kinder and Mary Jo Scoma Belk.

Notarized September 12, A.D. 1968 by Catherine Marrow in Bexar County, Texas.