

**RESTRICTIVE COVENANTS OF OAK HOLLOW PARK
(EFFECTIVE JANUARY 1, 2000; EXTENDED JANUARY 1, 2010 AND
JANUARY 1, 2020; TO BE REVIEWED IN JANUARY 2030)**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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

If the parties hereto, or any of them or their heirs or assigns, shall 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 dues for such violation. The terms parties or party do not include the Architectural Control Committee hereinafter appointed by these restrictive covenants.

1. SINGLE-FAMILY RESIDENTIAL LOTS. Lots in Oak Hollow Park Subdivision shall be known and described as single-family residential lots.

2. ARCHITECTURAL CONTROL. 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 finished 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 the front, rear, and side elevations on submitted plans. Considerations such as size, setback, 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 of appearances being built in the subdivision.

3. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP AND PROCEDURES.

The Oak Hollow Park Neighborhood Association Board of Directors will serve as the Architectural Control Committee (ACC). Neither the members of the Committee nor its designated representative shall 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 this 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, and 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. 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.

4. DWELLING COST, QUALITY AND SIZE. No dwelling exclusive of garages, open porches, or patios shall be permitted on any lot in these subdivisions at a cost of less than \$100,000.00 based upon cost levels prevailing on the date these covenants are recorded. Said minimum improvement cost 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 the 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, measured to the outside of exterior walls, exclusive of garages, open porches, patios, and detached accessory buildings, shall be not less than 2,000 square feet for two-story dwellings and 1,500 square feet for split-level and one-story dwellings.

5. MINIMUM MASONRY 50%. For all purposes of these restrictive covenants, masonry includes brick, stucco and all materials commonly referred to in the San Antonio, Texas building industry as masonry. A minimum of 50% 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 except that split-level and multi-level construction may vary if sanctioned by the Architectural Control Committee and should the plans and specifications so indicate and the plans and specifications be approved as presented without conditions attached.

6. TWO-CAR GARAGE REQUIRED. Each dwelling constructed in this subdivision shall have a garage suitable for parking two (20) standard size automobiles, which conforms

in design and materials with the main structure.

7. DRIVEWAYS. All driveways on lots facing generally north and south shall be placed on the west side of the lots, and all driveways on lots facing generally east or west shall be placed on the north side of the lots, except with written approval of the Architectural Control Committee. A driveway may be otherwise permitted on the lot where the Committee decides the proposed location will add to the appearance of the adjoining lots. All driveways in the subdivision shall be surfaced with concrete, asphalt or other similar substance. The decision of the Architectural Control Committee to allow a variance in driveway location is final.

8. 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 an adequate screen fence as determined by the Architectural Control Committee.

9. BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street lot 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 25 feet to the front-line lot or farther back than 45 feet from the front lot line or nearer than 10 feet to any side street line). No building shall be located nearer than 5 feet to an interior lot line and the sum of the side yards and/or the distance between buildings shall be a minimum of 10 feet. No dwelling shall be located on any lot nearer than 15 feet to the rear lot line except dwellings on lots facing cul-de-sac streets, half cul-de-sacs, elbow corners, or on other unusually shaped lots on which the dwelling may be 12 feet from the rear lot line. For the purpose 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 to encroach upon another lot. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which is appurtenant and shall be of the same exterior materials, both walls and roof, as such dwelling. No outbuilding shall be erected without prior ACC approval.

10. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than forty (40) feet at the minimum setback line, nor shall any dwelling be erected or placed on any lot having less than 7,500 square feet.

11. WAIVER OF FRONT SETBACK REQUIREMENTS. With written approval of the ACC any building may be located further back from the front property line of a lot than provided in Section 9. Building Location, where in the opinion of the said committee, the proposed

location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Garage locations may vary upon the approval of the ACC. Should the plot plan or plat showing location of the proposed structure indicate on its face that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variance.

12. EASEMENTS. Easements for installation and maintenance and utilities and drainage facilities are reserved as shown on the recorded plat. By acceptance of a deed to any one or more of the above lots, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition any easements which may traverse a portion of the lot conveyed by deed, including keeping the weeds and grass mowed within such area.

13. 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.

14. NO TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or any other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot except school booster signs; professional signs of no more than one square foot; and signs of no more than five square feet advertising the property for sale or rent. Campaign signs during election periods are permitted but are to be removed within 48 hours after election.

16. NO OIL AND/OR MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining shall be permitted on or in any lot. No oil wells, tanks, tunnels, mineral excavations or shafts shall 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.

17. NO LIVESTOCK OR 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.

18. 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. Materials incident to construction

of improvements may be stored on lots during construction.

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

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

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

22. 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 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.

23. BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE. No building previously constructed elsewhere shall be moved onto any lot in this subdivision unless previously approved by the ACC.

24. RADIO AND TELEVISION ANTENNA AND ATHLETIC EQUIPMENT. No exterior radio and/or televisions antenna shall be permitted on any dwelling. This is to include derricks or antennas of any nature mounted on, in, or around the dwelling or the lot upon which the dwelling rests. Any request for deviation from this covenant must be formally submitted to the ACC in writing along with the appropriate scale drawings depicting the size, location and intrinsic appearance of said structure and its relation to the dwelling. In no way is the submittal of such request to be deemed as sufficient to be automatically granted a variance. Said request for variance will be denied should any member of the ACC decline for any reason whatsoever. The decision of the ACC to allow or deny a variance shall be final. Should a variance be granted, in no way shall the variance be deemed to mean that the intent of this covenant is altered to permit antennas to set a precedent for same. Any athletic equipment installed on the lot between the dwelling and the street shall be in compliance with city code, tasteful and well-maintained so as not to create an eyesore nor a safety hazard.

25. SIDEWALKS. Street sidewalks shall be constructed in accordance with requirements of the City of San Antonio in existing ordinances, including subdivision development ordinance.

26. LOT MAINTENANCE. The owners or occupants of all lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful, or attractive manner. Lot owners or occupants shall also be required to provide and allow safe and adequate drainage within their lot. This includes the building or construction of any fence, walk, landscaping material, or other obstruction which may divert, impede, or cause to back up run-off water coming not only from their respective lot but from other lots.