

## **BULVERDE ESTATES DEED RESTRICTIONS**

Please Note: The restrictions for Units I and II vary in some respects. Rather than repeat the similarities, we noted the differences by putting them in parenthesis where they apply.

Also: The restrictions below are the ones that go with the property. If you purchased your property by contract of sale, restrictions were printed on the back of the form called Bulverde Estates Restrictions Unit I, II and III. (The print is in green ink.) Those restrictions are not recorded, so they do not apply.

Reference is made to Restrictions: Gilbert E. Kinder Company to the Public in Re: Bulverde Estates Unit I, as recorded in Vol. 169 Pages 294-296 according to Plat recorded in Book 2, Pages 95 through 99: Tracts 1 through 155 inclusive and Tracts 122 through 197 inclusive and dated April 24, 1969 in the Comal County Courthouse.

AND restrictions for Bulverde Estates, Unit II as recorded in Volume 203, Pages 141, 142, 143 and 144 dated January 30, 1973: (description of area covered on Page 141, Plat IV, Pages 43-47).

1. All tracts or lots shall be restricted to residential structures, not to exceed two stories in height for residence purposes only, and for single family dwellings only. (UNIT II, except tracts 250, 251 and 256 which are reserved for commercial purposes).
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 structure 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 or other structure 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 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 tract may be subdivided into smaller tracts. No building shall be located nearer than 200 feet (100 feet in Unit II) from the front line and 25 feet from the side line, and all outbuildings must be located on the rear 1/4 of the tract. No tract can be subdivided into two or more lots.
7. The ground floor of the main structure exclusive of open porches, patios, carports, and garages shall not be less than 1250 square feet for a one-story building, (1200 square feet in Unit II) nor less than 850 square feet for a dwelling of more than one story (840 square feet in Unit II). Also for Unit II, a minimum of 400 square feet of garage or carport is required and if detached must be located on the rear 1/4 of the lot. Servant's quarters and guest houses may be constructed to the rear of completed permanent residence.
8. No outside toilets shall be erected, placed, or used upon said premises, but a septic system which must comply with the State and County department of Health shall be installed to accommodate sewage. (Used in Unit II only).
9. All buildings of frame construction shall be painted with at least two coats of

paint. No building or structure shall be occupied or used until the exterior thereof is completely finished. (Used in Unit II only)

10. 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, (Added for Unit II: No junk, or wrecking yards shall be located on any tract. material of any kind stored on said property shall be arranged in an orderly manner on the rear 1/4 of the property.)

11. No building shall be erected, placed, or altered on any lot until the construction 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. Architectural 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 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 related covenants shall be deemed to have been duly complied with. (As of August 8, 1984, the Gilbert E. Kinder Co. assigned these duties to the Bulverde Estates Homeowners Association.)

12. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owner of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. No sign of any kind shall be displayed to the public view on any Lot except one professional sign 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.

14. No animals such as hogs, goats, etc., of any kind shall be raised, bred or kept on any tract or tracts, except that live stock or other household pets maybe kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. No removal of trees nor excavation of any other materials other than landscaping, construction of building, driveways, etc., will be permitted without written permission of the seller. (Used in Unit II only.)

16. Seller expressly reserves 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 variance by the Seller shall be specifically stated in both the Contract of Sale and in the Sellers' Deed conveying the tract on which the 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. (As of August 8, 1984, the Gilbert Kinder Company assigned these duties to the Bulverde Estates Homeowners Association).

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

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