

"Any restrictions based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted." ^{RS}

COVENANTS, CONDITIONS AND RESTRICTIONS

RAY ELLISON HOMES, INC.
TO
857030
THE PUBLIC

DATED:
FILED:
FILE NO.:
RECORDED: Volume
Pages
Deed Records of Bexar
County, Texas

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That RAY ELLISON HOMES, INC., is the owner of that certain subdivision in Bexar County, State of Texas, more particularly described as:

Unit No. 60, Camelot Subdivision,
according to map or plat thereof, recorded in
Volume 9507, Page 48-49 of the Bexar County
Plat Records.

And said owner does hereby adopt as applicable to the hereinabove described property, a common scheme or plan of covenants, conditions and restrictions hereinafter set out. All of the lots in the above subdivision shall be conveyed, held, used and enjoyed subject to the terms, provisions and conditions of these covenants, running with the land and binding this owner and successors and assigns.

1. 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 thirty 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 owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. The owners of 51% of the lots of this subdivision shall constitute the majority defined and required in the preceding paragraph.
3. If the parties hereto, or any of them or their heirs, assigns or successors in interest, shall violate or attempt to violate any of these covenants, then any person or persons owning real property situated within this subdivision may institute proceedings, in law or in equity, against such violators or attempted violators, to prevent completion of the attempt or continuation of the violation, or cumulatively, to recover damages or other relief for such breaches.
4. Invalidation of any covenant by judgment or court order shall in no way adversely affect any of the other covenants.
5. All of the lots in the above subdivision shall be for residential purposes, the improvements thereof to be constructed for single family residential use only. Operations of businesses on such premises will not be permitted.

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6. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one single family dwelling, a private garage for not more than three cars, and other outbuildings incidental to use of the lot, including carport.
7. No structure shall be altered, or any structure erected or placed, other than the original structure(s), on any of the lots in the above subdivision until its plans, specifications and plot plan specifically showing the proposed location of each structure have been approved in writing. Approval must be given by a committee composed of Kevin Malatek, Herb Quiroga, Jack Ogden, and Ken Gancarczyk, or by a representative designated by a majority of said committee. The committee shall also have the right to waive front and side building setback line requirements, when, in its opinion, the waiver does not detract from the appearance of the neighborhood. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully met. If death or resignation occurs to the membership of said committee, then the remaining member or members shall have full authority to approve or disapprove the design and location, or to designate a representative possessing such authority. Neither the members of the committee nor designated representatives shall be compensated for services performed pursuant to this covenant.
8. The powers and duties of the mentioned committee and designated representatives, if any, shall terminate 10 years from date of this instrument.
9. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fails to approve or disapprove the plans and specifications 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. All construction approved by the committee shall be completed in a workmanlike manner within ninety (90) days.
10. On and after 10 years from date of this instrument, the approval described in the foregoing covenants shall not be required unless, prior to said date and effective thereon, a written instrument to be executed by the then owners of record of a majority of the lots in this subdivision, duly recorded, appoints a representative, who shall thereafter exercise the same powers previously exercised by said committee.
11. No building, except as hereinafter excepted, shall be located on a residential building lot nearer to the front property line than the building setback line as shown on the recorded plat of this unit, nor nearer to any side street property line than the building setback line as shown on the recorded plat of this unit. The term "building" as used in this paragraph does not include a porch or roof overhang, and it is permissible

for such a porch or roof overhang to be constructed nearer to the front property line than the building setback lines shown on the recorded plat. The term "building" as used in this paragraph does not include ornamental or privacy fencing, ornamental or privacy masonry walls nor planter boxes when such items are constructed prior to first sale of the house and lot to the homeowner purchase.

12. Private driveways shall be constructed of concrete.
13. No fence or wall on any lot shall be built forward of the front building setback line of the respective house, nor shall any fence or wall on any corner lot be built forward of the side street building setback line except in either case where such may be a part of the house as originally constructed on said lot.
14. No obnoxious or offensive type of activity shall be carried on on any lot or improvements thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
15. No mobile homes, tent or structure of temporary character shall be placed or permitted to remain on any lot within this subdivision, nor shall any partially dismantled motor vehicle be stored or permitted to remain on any lot, or the street in front, or the easement behind the lot. The term "mobile home" does not apply to camping trailers or recreational vehicles. However, camping trailers or recreational vehicles may not be attached to utilities or used for living purposes on said lots. Camping trailers or recreational vehicles, not in daily use, must not be parked, placed or stored nearer to the street than the front property building setback line.
16. 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.
17. 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.
18. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area or less than 5000 square feet.
19. No dwelling shall be permitted on any lot at a cost of less than \$ 20,000 (including cost of carport, garage, patio, porches and driveways) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all 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.

The ground floor area of the main structure exclusive of one-story porches and garages, shall not be less than 1000 square feet for a one-story dwelling. In the case of one and one-half or two-story structures, the total area exclusive of one-story porches and garages shall not be less than 1150 square feet.

20. No building shall be located nearer than 5 feet to any interior side lot line or nearer than 10 feet to any side street lot line.
21. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property during construction and sale periods.
22. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, two cats, and/or two other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.
23. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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 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. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
24. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and additional drainage easements are reserved over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
25. No structure shall be erected or placed on any easement.
26. Any radio and/or television antenna erected on any lot in this subdivision shall not extend more than eight (8) feet above the highest part of the roof of the respective dwelling, shall not be located on the front part of the dwelling, and shall not be located at a distance from any lot line which is less than the length of the antenna from its base to its highest point.

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27. By the acceptance of the deed to a lot within this subdivision, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition the lot conveyed to him, including any easements which may traverse a portion of the lot conveyed by said deed, including the keeping of weeds or grass mowed within such lot and easement area.

EXECUTED this 31st day of October, 1984.

ATTEST: [Signature] RAY ELLISON HOMES, INC.
By: WALTER E. NIELSEN Secretary
By: D. D. Sawyer DARRELL SAWYER Vice President



This instrument was acknowledged before me this 31st day of October, 1984 by DARRELL SAWYER, Vice President of RAY ELLISON HOMES, INC., a Texas corporation, on behalf of said corporation.

Emily E. Dowdy-Bee
Notary Public, State of Texas

My Commission Expires: _____
EMILY E. DOWDY-BEE
My commission expires 1-13-88

PLEASE RETURN TO:
SAN ANTONIO TITLE CO.
P.O. Box 5630
San Antonio, TX 78201
ATTN: SHARI PROCTOR

FILED IN THE OFFICE OF
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1984 NOV 2 PM 3 26

STATE OF TEXAS }
COUNTY OF BEXAR }
I hereby certify that this instrument was FILED in File Number _____
Serial on the date and at the hour stamped hereon by me and
was duly RECORDED in the Official Public Records of Real Property of
Bexar County, Texas on



NOV 5 1984
[Signature]
COUNTY CLERK BEXAR COUNTY, TEXAS

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2378353 ASSIGNMENT OF LIEN

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

That OLD MIC COMPANY (formerly Mortgage Investment Corporation) ("Transferor"), for and in consideration of TEN AND NO/100 DOLLARS CASH, AND OTHER GOOD AND VALUABLE CONSIDERATION, to it in hand paid by MORTGAGE INVESTMENT CORPORATION (formerly Interamericas Mortgage Corporation), 4318 Woodcock Drive, Ste. 201, San Antonio, Texas 78228, ("Transferee"), the receipt of which is hereby acknowledged, has this day Sold, Conveyed, Transferred and Assigned and by these presents does Sell, Convey, Transfer and Assign unto the said Transferee the hereinafter described indebtedness.

AND Transferor further Grants, Sells and Conveys unto the Transferee all the right, title, interest and liens owned or held by Transferor in the hereinafter described land by virtue of said indebtedness herein conveyed and assigned.

TO HAVE AND TO HOLD unto the said Transferee, Transferee's heirs and assigns the following described indebtedness together with all and singular the following mentioned lien: One certain promissory note executed by ANDRES S. DE LEON AND WIFE, DIAMANTINA D. DE LEON and payable to the order of MORTGAGE INVESTMENT CORPORATION, whose address is 530 N.E. LOOP 410, P.O. BOX 32668, SAN ANTONIO, TEXAS 78286, dated APRIL 29, 1986 and bearing interest and due and payable in monthly installments as therein provided. Said note being secured by Deed of Trust of even date therewith to A. H. CADWALLADER, III, Trustee(s), duly recorded in the Deed of Trust Records of BEXAR County, Texas, and secured by the liens therein expressed, on the following described lot, tract, or parcel of land, lying and being situated in BEXAR County, Texas to wit:

LOT 30, BLOCK 10, NEW CITY BLOCK 11941, RIDGEVIEW, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VCLUME 3377, PAGE 145, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

EFFECTIVE October 31, 1991, executed as of August 15, 1992.

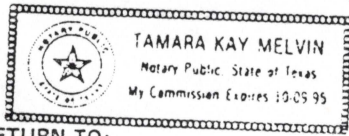
OLD MIC COMPANY

By: _____
Diane Owens, Vice President

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared Diane Owens, Vice President of OLD MIC COMPANY, known to me to be the person 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 as the act and deed of said entity and in the capacity therein stated.

Given under my hand and seal of office this the 22 day of September, 1992.



Tamara Kay Melvin
Notary Public in and for the State of Texas
Name (print): _____

AFTER RECORDING RETURN TO:
YOUNGBLOOD, KING & SMYTH
500 N Akard Street, Suite 1900
Dallas, Texas 75201
ATTN: ARLENE Z. FORD

THIS INSTRUMENT PREPARED BY:
Eldon L. Youngblood
Youngblood, King & Smyth
500 N. Akard, Suite 1900
Dallas, Texas 75201

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FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY

RD



County Clerk Bexar County, Texas

Kevin D. Green

1992

Any provision herein which restricts the sale or use of the described property because of race is invalid and unenforceable under Federal law.
STATE OF TEXAS (COUNTY OF BEXAR)
hereby certifies that the foregoing instrument was FILED in File Number Sequence on the date hereon in the Public Records Office of Bexar County, Texas and was duly recorded in the Official Public Records of Bexar County, Texas on