

In 1969 development of Coolcrest Subdivision began. Mr. T.P. Lancaster of Frost National Bank, dba/ SOUTHWESTERN DEVELOPMENT COMPANY established both Unit 1 and Unit 2 of the Coolcrest Subdivision. Unit 1 - subdivided with larger lots and houses only. Unit 2 - mobile homes and/or houses w/ smaller lots.

Deed Restrictions were included in the original deeds of property sold by Southwestern Development Company and which are recorded in the Public Deed Records of Bexar County, Texas. Extensions of Declarations of Covenants, Conditions and Restrictions Applicable to Unit 1 and Unit 2 of the Coolcrest Subdivision of Bexar County, Texas were then filed in the Public Deed Records of Bexar County, Texas on January 28, 1999 as referenced below.

Document # 19180 Book 7820 Pages 1055 thru 1058 for Unit 2 Restrictions, and  
Document # 19181 Book 7820 Pages 1059 thru 1062 for Unit 1 Restrictions

The restrictions are the same for both units with the exception of #3 as noted below.

## **DEED RESTRICTIONS FOR COOLCREST SUBDIVISION**

A property owner's (Grantee) deed conveyance is subject, however, to the following restrictions, covenants, conditions, easements, and reservations, which are a part of the consideration for the execution of this deed and which shall run with and burden the title to the property hereby conveyed and shall be binding upon the Grantees, their heirs, successors and assigns:

### **Deed Restriction # 1**

All lots shall be used solely for residential purposes, except lots designated for business or other purposes in the contract and deed covering same; however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration; and provided further that the Grantor herein expressly reserves to itself, its successors or designees the right until January 1, 1972, on behalf of all owners in such subdivision, to waive fully or to waive in part as Grantor deems appropriate, the restrictions on any lot or lots in the subdivision notwithstanding the restrictions embodied in this conveyance. Any such waiver or variance by the Grantor shall be specifically stated in both the contract to convey and in the Grantor's deed conveying said lot or lots or shall be by separate recordable instrument.

### **Deed Restriction # 2**

Lots designated as business lots in the contract or deed conveying same may be used either for residential or business purposes; provided however, that if used for a business the nature and purpose of the business use and plans and specifications of the proposed business structures shall be approved in writing by Grantor, its successors, or designees before construction is commenced. No lot may be subdivided unless written approval is given by the Grantor, its successors or designees.

### **Deed Restriction # 3 (Unit 1 Only)**

No building other than a single family residence containing not less than 1,250 square feet, exclusive of open porches, breezeways, carports, and garages, and having exterior walls constructed of not less than fifty-two percent (52%) masonry, ie. brick, rock, concrete, or concrete products, shall be erected or constructed on any residential lot in Coolcrest Subdivision Unit 1 and no garage may be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed not later than nine (9) months after laying foundation and no structures of any kind may be moved on to the property. Servants quarters and guest houses may be constructed to the rear of the permanent residence. All buildings must be completely enclosed from ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from outside view.

### **Deed Restriction # 3 (Unit 2 Only)**

No building other than a single family residence containing not less than 900 square feet, exclusive of open porches, breezeways, carports, and garages, and having exterior walls constructed of not less than fifty-two percent (52%) masonry, ie., brick, rock, concrete, or concrete products, shall be erected or constructed on any residential lot in Coolcrest Subdivision Unit 2 except that modern, factory built mobile homes approved in writing by Grantor may be used as a residence. No more than one (1) mobile home may be used as a residence for each one lot owned by Buyer. No garage may be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed not later than nine (9) months after laying foundation and no structures of any kind may be moved onto the property except as above provided in the case of an approved mobile home. Servants quarters and guest houses may be constructed to the rear of the permanent residence. All buildings must be completely enclosed from ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from outside view.

### **Deed Restriction # 4**

No improvements shall be erected or constructed on any lot in Coolcrest Subdivision nearer than 50 feet to the front property line nor nearer than 10 feet to the side property line.

### **Deed Restriction # 5**

No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Grantor, or by such nominee or nominees as it may designate in writing.

### **Deed Restriction # 6**

No advertising or "FOR SALE" signs shall be erected in Coolcrest Subdivision without written approval of Grantor.

### **Deed Restriction # 7**

No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with restriction # 3 above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank that shall comply with applicable laws and the applicable regulations of the state and/or local Departments of Health, or of other government body having proper jurisdiction of same. Before any work is done pertaining to the location of utilities, buildings, etc. approval of said location must be first obtained from the Grantor and appropriate governmental agencies. No removal of trees nor excavation of any other materials other than for landscaping, construction of buildings, driveways, etc. will be permitted without the written permission of Grantor, its successors, or designees.

### **Deed Restriction # 8**

No noxious, offensive, unlawful, or immoral use shall be made of the premises.

### **Deed Restriction # 9**

No hogs or goats of any kind shall be raised, bred or kept on any lot. Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

### **Deed Restriction # 10**

The Grantor reserves to itself, its successors and assigns an easement or right-of-way over a strip of land along the side, front and rear boundary lines of the lot or lots hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Grantor to supply such services.

### **Deed Restriction # 11**

All lots are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.

### **Deed Restriction # 12**

A charge and assessment, for the purpose of bringing water to the lot or lots sold hereunder shall be paid by Grantee and shall run against the property being sold hereunder, such charge and assessment shall be in the amount of \$394 for each lot sold hereunder and a proportionate part of such per lot charge and assessment for each portion of a lot sold hereunder. Such charge and assessment to Grantee shall never be less than that provided for one full lot and same is hereby secured by a lien on the property sold hereunder: the aforesaid charge and assessment shall become due and payable to Grantor, its successors, or assigns, if and when Grantor, its successors or assigns, shall construct a water main in the street and/or easement running by said property subject

hereof, same to be payable in San Antonio, Bexar County, Texas. Provided, however, in the event Grantee's lot or lots are more than 1,000 feet from any then existing water main in the subdivision and Grantee desires water service, he shall tender to Grantor, its successors or assigns, the amount of the assessment applicable to Grantee's lot or lots for which service is desired plus the amount of \$2.50 per foot for each lineal foot, in excess of 1,000 lineal feet, of pipe required to be laid to serve Grantee's property from the nearest then laid water main and Grantee shall thereupon be entitled to have the water line extended to serve his lot or lots; as water service assessments are actually collected from the lots lying between said Grantee's lot or lots and a point 1,000 feet beyond the end of any such then existing water main. Grantee shall be entitled to a refund of the \$2.50 per foot water line extension charge so paid by him. These provisions shall endure to the benefit of any water supply company or organization which, pursuant to contract with Grantor, shall provide water in such subdivision and, in event Grantor has contracted or contracts with such water supply company or organization to make water available to lots in the subdivision, the obligation to make such water available shall be that of such company or organization: provided however, neither Grantor, its successors, or assigns, or such water supply company or organization shall be responsible to Grantee for failure to make water available to and supply such property with same due to acts of God or loss of water source.

### **Deed Restriction # 13**

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. No junk or wrecking yards shall be located on any lot. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered, and shall be allowed only so long as Grantor in its best and sole judgment deems such storage to be in the best interests of the property.

### **Deed Restriction # 14**

These restrictions are to run with the land until June 1, 1999; provided, however, that at that time the record owners of a majority of the lots in Coolcrest Subdivision shall have the power through a duly recorded written instrument to extend this covenant for extensive ten (10) year periods from and after June 1, 1999.

### **Deed Restriction # 15**

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

### **Deed Restriction # 16**

All covenants and restrictions shall be binding upon the Grantee and his successors, heirs and assigns.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in anywise belonging unto said Grantees and their heirs, successors and

assigns of the Grantees forever. The Grantor hereby binds itself and its successors to WARRANT and FOREVER DEFEND all and singular the said premises subject to the reservations, easements, restrictions and covenants above referred to, unto the Grantees and unto the heirs, successors, assigns and legal representatives of the Grantees against every person whomsoever lawfully claiming or to claim the same or any part thereof.