

NO. 106671 - AMENDED RESTRICTIONS. BAYKOR REALTY CORPORATION TO THE PUBLIC. (IN RE: RIDGEVIEW OAKS -EAST.)

RIDGEVIEW OAKS - EAST

THE STATE OF TEXAS §  
COUNTY OF COMAL §

That BAYKOR REALTY CORP., a private Texas corporation, acting through and by its duly authorized officers and being owner of all of the tracts in RIDGEVIEW OAKS - EAST, subdivision, situated in Comal County, Texas, and having caused said subdivision to be surveyed and sub-divided as shown by maps or plats thereof, duly recorded in Volume 3, page 30 of the Deed and Plat Records of Comal County, Texas, heronow agree that restrictions heretofore set out in instrument dated November 1st, 1969, duly recorded in Volume 173, pages 863-864 of the Deed and Plat Records of Comal County, Texas shall be amended and from this day forward to be as hereinafter set out, to-wit:

1. That all tracts contained herein shall be used for dwelling purposes only with no commercial buildings of any kind SAVE AND EXCEPT those tracts facing on State Highway #46.
2. That no residence shall be erected or placed upon said tracts which does not contain at least 800 square feet of floor space, exclusive of open porches and garages, and must be of a permanent nature, having wood, asbestos shingles or better for outside siding, and no tin or felt paper alone shall be used as outside siding.
3. That factory built mobile homes of 12 x 45 size or larger may be used as residences in lieu of paragraph #2 provided, however, that they are set back at least 50 feet from front property line. And further providing that minimum patio spaces of 10 x 30 concrete slabs be installed therewith within six (6) months of placement of said mobile homes. It is further provided that only one mobile home is permitted per acre in said subdivision.
4. That no tract shall have any fencing placed thereupon SAVE AND EXCEPT chain link fencing or cedar privacy fencing.
5. No noxious or offensive trade or activity shall be carried on upon any lot, business or residential, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. That no outside toilets shall be erected, placed or used upon said premises, but a septic tank or cess pool shall be installed to accomodate the sewage.
7. That the designated owners herein, their successors or assigns shall not use the above described premises, nor any part thereof, or allow same to be contagious or infectious, nor shall any sanitarium ever be erected or placed thereon for any such purpose.
8. No lot shall be used or maintained as 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.
9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until November 15, 1990, 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 of said subdivision, it is agreed to change covenants in whole or in part.
10. If any parties hereto, or their assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other 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 doing such, or to recover damages or other remedies for such violations.
11. 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.

The undersigned being the legal owner of all of the above described property, herenow, by the execution of this instrument, give our consent to the restricting of said property as provided herein.

EXECUTED this 15th day of November, 1970.

WITNESSETH  
*Aaron Mandel*  
Secretary

BAYKOR REALTY CORP.

BY: *Aaron Mandel*  
President

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared AARON MANDEL, President of Baykor Realty Corp., known to me to be the person and officer 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 in the capacity stated therein as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 9<sup>th</sup> day of February, 1971



*Allan A. Black*  
Notary Public, in and for Bexar County, Texas.

ALLAN A. BLACK  
Notary Public, Bexar County, Texas

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Filed for Record February 12, A.D. 1971, at 10:25 o'clock A.M.

Recorded February 12, A.D. 1971, at 1:00 o'clock P.M.

By *Willie Mae Reichert*, IRENE S. NUHN  
Deputy. County Clerk, Comal County, Texas.