

~~DEED~~
PFEIFFER RANCH
TO THE PUBLIC
25893 COMMERCIAL RESTRICTIONS

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

THAT WHEREAS, LSP, INC., is the owner of the land and premises described as follows:

BEING 4.099 acres of land out of a 70.352 acre tract conveyed to L. S. P. Inc. in Warranty Deed recorded in Volume 7983, Page 256 of the deed records of Bexar County, Texas and also being out of the Maria F. Hernandez Survey No. 420, Abstract 314, County Block 4709 and being more fully described as follows:

BEGINNING at an iron pin set in the fence along the East right-of-way of Interstate Highway 10 from which the intersection of IH 10 and Old Fredericksburg Road, bears curving to the left with a radius bearing S 57° 01' 07" W, with a central angle of 71° 07' 07", a radius length of 3819.83, and length of 741.26 feet and N 44° 06' 00" W, 258.42 feet;

THENCE curving to the right with a radius bearing of N 57° 01' 07" E, with a central angle of 79° 04' 59", radius length of 50.00 feet, and length of 69.01 feet to a point in the South right-of-way line of Leslie Pfeiffer Drive;

THENCE along said Leslie Pfeiffer Drive N 46° 06' 06" E, 257.44 feet to the northeast corner of this tract, said point also being the northwest corner of Lot 21, Pfeiffer Ranch Subdivision as recorded in Volume 8000, Page 123 of the plat records of Bexar County, Texas;

THENCE S 54° 17' 27" E, 413.60 feet along said Lot 21 to the southeast corner of this tract;

THENCE S. 33° 49' 56" W, 498.58 feet to the southwest corner of this tract said point also being in the East right-of-way line of Interstate Highway 10;

THENCE N 30° 58' 25" W, 325.26 feet along the East right-of-way of Interstate Highway 10 to a point of curvature;

THENCE curving to the left along the East right-of-way line of IH 10 with a radius bearing of S 59° 24' 00" W, with a central angle of 02° 22' 53", radius length of 3819.83 feet, and a length of 158.76 feet to the point of beginning and containing 4.099 acres of land in Bexar County, Texas.

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WHEREAS, L.S.P., INC., desires to subject such real property to the protective covenants, restrictions, reservations and easements herein for the benefit of such property and the present and future owners thereof;

NOW THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and in general, will insure the best use and most appropriate development of such property:

COVENANTS AND RESTRICTIONS

1. The herein described property shall hereafter be used for retail commercial purposes only. No commercial use of the property shall be made which would involve light or heavy industrial activity or manufacturing. The term "Retail Commercial Purposes" shall include the sale of goods and services, and the construction and operation of multiple dwellings which shall consist of a building used for occupancy by three or more families living independently of each other, and doing their own cooking in the building, including apartments and condominiums.

2. The herein described property may be used for retail commercial purposes provided that all buildings constructed for retail commercial purposes have stone, brick, or glass on all sides exposed either to Leslie Pfeiffer Drive or the IH-10 access road. No concrete blocks or cinder blocks shall be used unless faced with stone or brick. All proposed construction shall be subject to the approval of the Restriction Committee herein created.

3. All buildings constructed on the herein described property shall be constructed in a good and workman like manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof. The exterior walls of all buildings so constructed on said property shall be constructed of at least 50% stone, brick, or glass.

4. The entire exterior of all buildings constructed on the herein described property, together with the driveways, sidewalks and other exterior appurtenances thereto, must be completed within twelve (12) months after the commencement of work thereon or the placing of materials therefor on such property, whichever occurs earliest, with the exception that thirty day extensions for completion of construction may be granted by the Restriction Committee upon application therefor.

5. All buildings constructed on the herein described property shall be set back a minimum of fifty (50) feet from Leslie Pfeiffer Drive and the IH-10 access road. All business establishments shall provide paved off-street parking, the plans and specifications for which shall be approved by the Restriction Committee herein created.

6. No signs shall be permitted to be erected or placed on the herein described property or on the exterior of any buildings constructed thereon without the prior written consent and approval as to size, material, design and location by the Restriction Committee herein created.

7. Construction of any buildings upon the herein described property shall include construction of adequate drainage from such area. Any and all plans or specifications regarding drainage shall be approved by the Restriction Committee herein created.

8. No utility lines (whether subsurface or otherwise) shall be erected, constructed or maintained upon, under or across the front portion of the herein described property which borders on the IH-10 access road, which portion is located within the fifty (50) foot set back requirement described in paragraph five above, unless the restriction committee shall deem it desirable to grant a variance from such requirements.

Utility lines of a subsurface nature only may be constructed or maintained under the front portion of the herein described property which borders on Leslie Pfeiffer Drive, which portion is located within

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the fifty (50) foot set back requirement described in paragraph five above.

9. That prior to the construction of any buildings on the herein described property, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Restriction Committee hereinafter provided for, and the approval thereof procured from such committee prior to the commencement of construction thereon, and in connection therewith it is accordingly understood that the construction of any such buildings on the herein described property, without the prior approval of such Restriction Committee will be conclusively presumed to be in violation of these restrictions, with it being intended in connection with the provisions hereof that such committee in furtherance of a uniform plan for the development of the herein described property shall be vested with the authority to control the location and type of construction of any such buildings built on the herein described property in order to insure the development of said property into a high-class commercial area. Notwithstanding the foregoing, however, it is expressly understood that the failure of such Restriction Committee to give notification of its disapproval of any such plans and specifications for any such improvements, including a plot plan showing the location thereof, within thirty days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval thereof.

10. No garage, shack, temporary building, trailer house, or mobile home shall be placed or otherwise permitted on the herein described property for any purpose. However, it is understood that one trailer house, mobile home, or temporary building may be parked on the herein described property at the time the foundation for construction of a building on the herein described property has been completed and with the further understanding that said trailer house, mobile home, or temporary building must be removed immediately upon completion of said building or buildings, or within twelve (12) months from the completion of the foundation, whichever occurs first, unless extended in writing by the Restriction Committee. It is further understood that any garage, shack, temporary building, trailer house, or mobile home located on the herein described property at the time this declaration is signed,

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shall be removed from the herein described property within twelve (12) months from such date unless extended in writing by the Restriction Committee herein created.

11. No burning of trash, garbage, or other refuse shall be allowed on any lot, and all garbage containers must be kept covered and firmly secured. Outside storage of supplies or materials must be screened from view on all sides by fence or other appropriate screening material.

12. No commercial livestock including hogs, animal or fowl feeding, breeding, or raising, or feed lot will be permitted on the herein described property. However, domesticated animals shall be allowed upon the herein described property when such animals are involved in the operation of a commercial retail business, such as a pet shop, veterinary clinic, etc.

13. No firearms shall be permitted on the herein described property unless such firearms are involved in the operation of a commercial retail business. In no event shall firearms be discharged on the herein described property whether in connection with a commercial retail business or not.

14. No part or portion of the herein described property shall be used as a junk yard or as an area for the accumulation of scrap or used materials. It is further understood that no part of such property shall be used for any purpose that is obnoxious or offensive to the owners of other property adjoining the herein described property, nor shall anything be done on the herein described property that becomes an annoyance or nuisance to the owners of adjoining property.

15. Any partition, partial conveyance, or ownership in divided or separate interests of any tract sold or conveyed out of the herein described property shall be in full compliance with the restrictions and conditions herein contained.

16. Easement rights arising out of the granting of that one certain easement to Fairco, Inc., by instrument recorded in Volume 1312, Page 904, of the Real Property Records of Bexar County, Texas, are reserved herein.

RESTRICTION COMMITTEE

All architecture, plans and buildings on the herein described property shall comply with all applicable laws and building codes as well as with general and special restrictions herein, and any variances therefrom shall be subject to the approval of the Restriction Committee.

The Restriction Committee retains the right in furtherance of a uniform plan for the development of the herein described property as a high class commercial area, but subject to the limitations hereinafter recited, to execute amendments to, including granting variances from and on, the aforerecited restrictive covenants and use limitations on the herein described property, provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in the furtherance of the uniform plan for the development of the herein described property. Such Restriction Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. Immediately upon the execution of this instrument, the undersigned will appoint five members to serve as the Restriction Committee for the herein described property by instrument recorded in the Deed Records of Bexar County, Texas, and such Restriction Committee as so appointed will thereafter serve as the Restriction Committee for the herein described property until their successors are duly appointed as hereinafter provided for. Such Restriction Committee, including any additional members thereof as hereinafter provided for, shall be vested with all of the duties, powers, prerogatives and discretions herein conferred upon the original Restriction Committee. Any vacancies in such Restriction Committee by death, resignation or otherwise, will be filled by the remaining members of such Committee by recordable instrument

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filed in the Deed Records of Bexar County, Texas. Notwithstanding the foregoing, however, it is expressly understood that any time after January 1, 1985, and for successive five (5) year periods thereafter, the then members of the Restriction Committee, by majority vote may by instrument in writing filed in the Deed Records of Bexar County, Texas, appoint a five member Restriction Committee for the herein described property and any committee so appointed shall thereafter be vested with all of the duties, powers, discretions and prerogatives of the original Restriction Committee herein provided for. The Restriction Committee may by letter delivered to the party involved grant variances from any one or more of the above recited limitations and restrictions insofar, and only insofar, as they pertain to the herein described property. Any amendments to such limitations and restrictions made or granted by said Committee pertaining to the herein described property may be made only by appropriate written instrument filed in the Deed Records of Bexar County, Texas. Any action taken by the Restriction Committee herein shall require a majority vote of such committee.

DURATION AND AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Restriction Committee or the owner of the herein described property, subject to the restrictions in this declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned, the Restriction Committee, or any one or more of the owners of the herein described property shall have the right to enforce the restrictive covenants and use limitations herein provided for on the herein described property by injunction in order to prevent a breach thereof or to enforce the observance thereof, which remedy, however, shall not be exclusive and the undersigned, the Restriction Committee, or any other person or persons owning adjoining property, injured by virtue of the breach of the restrictions and use limitations herein provided for on the

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herein described property shall accordingly have their remedy for the damages suffered by them as a result of any breach. It is further expressly understood that the undersigned shall continue to have the right to enforce such restrictions covenants and use limitations after the herein described property has been sold by them but shall have no obligation to do so. It is understood that all expenses, attorneys fees and court costs incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce the same; and that the undersigned or the Restriction Committee shall have no obligation to bear such expense, although they may contribute such expense if they so desire.

The covenants, conditions and restrictions herein shall be effective for a term of fifteen (15) years from the date this declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of fifteen (15) years unless revoked by the Restriction Committee by instrument of writing filed in the Deed Records of Bexar County, Texas.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED this 10th day of April, 1979.

L. S. P., INC.

By: Leslie S. Pfeiffer, Jr.
LESLIE S. PFEIFFER, JR., President

EX-1509 RE 819



ATTEST:

By: Maureen Pfeiffer Stevenson
MAUREEN PFEIFFER STEVENSON,
Secretary-Treasurer

STATE OF TEXAS X
COUNTY OF KENDALL X

BEFORE me, the undersigned authority, on this day personally appeared LESLIE S. PFEIFFER, JR., President of L. S. P., INC., a Texas Corporation, 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 therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 10th day of April, 1979.



Martha M. Tucker
NOTARY PUBLIC in and for
Kendall County, Texas.
MARTHA M. TUCKER
Notary Public, Kendall County, Texas

FORM 1509 REV 820

THE STATE OF TEXAS X
COUNTY OF KENDALL X

BEFORE me, the undersigned authority, on this day personally appeared MAUREEN PFEIFFER STEVENSON, Secretary-Treasurer of L. S. P., INC., a Texas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 10th day of April, 1979.



Martha M. Tucker
NOTARY PUBLIC in and for
Kendall County, Texas
MARTHA M. TUCKER
Notary Public, Kendall County, Texas

FILED IN MY OFFICE
ROBERT O. GREEN
COUNTY CLERK BEXAR CO.

1979 APR 16 AM 8 22

STATE OF TEXAS
COUNTY OF BEXAR
I, the undersigned, do hereby certify that this instrument was filed in my office on the 16th day of April, 1979, in the Official Public Records of Kendall County, Texas at
APR 16
P. O. Green
COUNTY CLERK
BEXAR COUNTY, TEXAS



RETURN TO:
KENDALL COUNTY ABSTRACT CO.
P. O. Drawer H
BOERNE, TEXAS 78006

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