

# French Creek Village Restrictive Covenants

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RESTRICTIVE COVENANTS

Of FRENCH CREEK VILLAGE

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KNOWN ALL MEN BY THESE PRESENTS:

That Earl C. Hardy and Travis M. Heatherington, as owners joined herein by Broadway National Bank, as lien-holder, of the following described lands and premises, to-wit:

French Creek Village, Unit #2, situated in Bexar County, Texas, according to map or plat thereof recorded in volume 7800, pages 202, 203, and 204, of the Deed and Plat Records of Bexar County, Texas.

And the said Earl C. Hardy and Travis M. Heatherington hereby certify that they have subdivided the above described lands, as shown by the said map and plat, which map and plat is hereby adopted as the true and correct survey, map and plat thereof, on which subdivision is and shall be known as French Creek Village Subdivision, Unit #2, in Bexar County, Texas.

For the benefit of themselves, as owners of the land in said subdivision and for the use and benefit of any subsequent owner or owners of any lot therein, as well as the use and benefit of all future owners thereof, the following covenants are made and adopted to run with the land as hereinafter set out.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein 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 such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation. The terms "parties" or "party" does not include the Architectural Control Committee hereinafter appointed by these Restrictive Covenants.

Building Covenants for all properties in French Creek Village

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars.
2. 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, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
3. No dwelling, exclusive of open porches, garages, carports, and patios, shall be permitted on any lot at a cost of less than \$25,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this 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 open porches and garages, shall be not less than 1500 square feet in a one-story house and 800 square feet for a two-story house.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet minimum or 40 feet maximum to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except as or other permitted accessory building located 50 feet or more from the minimum building setback line. Lot 1 thru Lot 12, Block 8; Lot 1 thru Lot 6, Block 9; Lot 47 thru Lot 59, Block 9 are designated as garden house lots. On these lots the dwelling may be minimum between dwelling and the opposite lot line. A 3-foot overhang easement on the adjacent lot is hereby granted for those garden type dwellings located on a zero lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For purposes of this covenant, eaves steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot except the overhang easement granted above. This shall not apply to any building constructed prior to the filing of the Subdivision Plat referred to above.

5. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 70000 square feet, except that a dwelling may be erected or place on lots as shown on the recorded plat. In addition, on the designated garden house type lots as set forth in paragraph 4, the minimum width shall be 45 feet at the minimum building setback line and the minimum lot area shall be, at least, 5000 square feet.

6. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage r 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 water through 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.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of 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 sale period.

10. 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 on any lot.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that

dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. 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 of the storage of disposal of such material shall be kept in a clean and sanitary condition.

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 lines extended. The same sight line limitation 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

14. The Architectural Control Committee is composed of Earl C Hardy, Travis M Heatherington, and Bobby Dyal. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to appoint a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representatives, fail 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 the related covenants shall be deemed to have been fully complied with.

15. No fence, wall or hedge shall be built or maintained forward of the front wall line at the respective house on any lot in this subdivision. No fence in rear yards in excess of six feet in height shall be permitted without express consent of the Architectural Control Committee.

16. No dwelling constructed elsewhere may be moved onto or placed on any lot in this subdivision.

17. All dwellings in this subdivision shall be of at least 50% masonry construction.

18. No mobile home, travel trailer, boat, inoperable or partially dismantled vehicle shall be parked, stored or permitted to remain on the street in front of the lot, upon a dedicated easement, or on the lot forward of the building line. The provisions of this article do not apply to motorized recreational vehicles in daily use.

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.

The owner, by appropriate instruments, may assign or convey to any person, organization or corporation

any or all of the rights, reservations, easements and privileges herein reserved by the owner and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them or it in the instrument.

Invalidation of any on of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 4th day of February, A.D. , 1977.

A signed, witness and recorded copy of the original restrictive covenants can be obtained by contacting the French Creek Village Board of Directors.

**Email us at: [frenchcreekvillagehoa@gmail.com](mailto:frenchcreekvillagehoa@gmail.com)**