

LOST MEADOWS SUBDIVISIONS

Deed Restrictions

Information on the essential legal filings related to the development of the Lost Meadows Subdivisions can be found at:

Bexar County Clerk's office
 100 Dolorosa, Suite 104
 San Antonio, Texas 78205
 210-335-2216
<https://gov.propertyinfo.com/TX-Bexar/>

	Plat, as filed in Bexar County			Restrictions, as filed in Bexar County		
	date	book	page	date	book	page
Unit 1 (pre)	02/27/74	7200	128	04/12/74	7321	365
Unit 1 (amended)				05/30/74	7353	458
Unit 2	08/08/77	8000	157	08/22/77	8223	88
Unit 3	01/27/81	9000	245	06/29/81	2365	674
Unit 4	08/31/81	9200	127	09/10/81	2416	481

A reference map can be found on the next page

The initial phase, later called Unit 1, considered allowing manufactured homes, which was acknowledged in the first deed restrictions. However, and before any land sales occurred, that decision was changed by amendment to those deed restrictions. The rules set aside by the amendment can be recognized on the pages that follow by being text printed upon a very dark background. Several years later, as the Unit 4 concept was readied for development, manufactured homes were allowed on 5 lots within this final unit.

The first lot on the east side of Lost Meadows Drive was provided the authority to serve commercial purposes. This theoretical option has not been taken.

The percentage of property owners needed to alter the deed restrictions was dropped from 75% for Units 1 & 2 to 51% for Units 3 & 4.

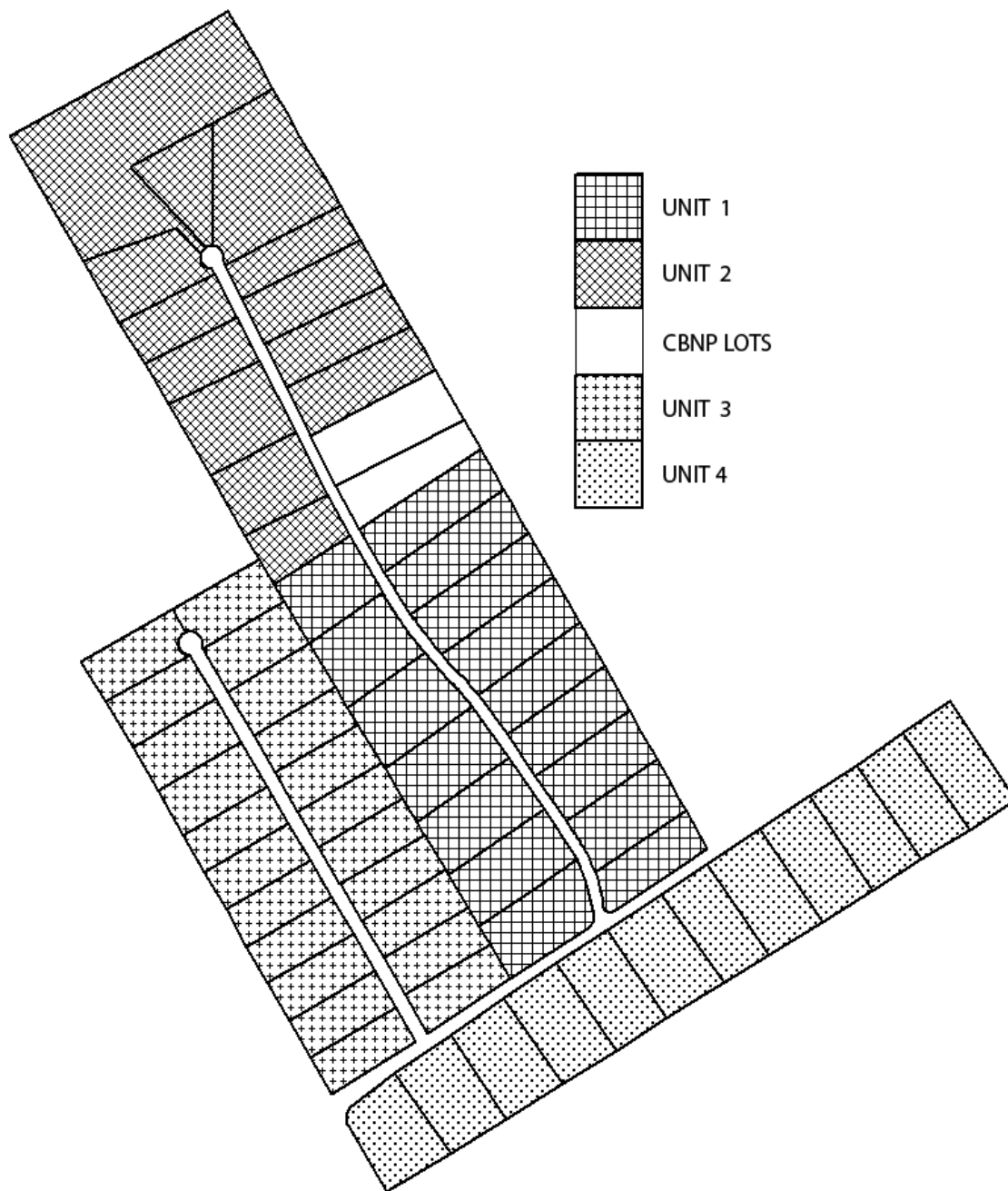
Statements related to utility easements were added to the deed restrictions for Unit 3 & 4.

The statement setting the minimum distance between septic tanks and water wells was made for Units 1 & 2, and dropped from the restrictions for Units 3 & 4.

The term “subdivider” used for Units 1 & 2 was changed to “undersigned” for Units 3 & 4.

Other than the issues mentioned above, deed restrictions for all 4 units are very similar.

Beyond the occasional spelling mistake one transcription error exists in the deed restrictions. It appears that paragraph 33 of the Unit 3 deed restrictions was copied with change to the Unit 4 deed restrictions. This appears to assign the right to change the deed restrictions for Unit 4 to the owners of property in Unit 3.



Unit No.				Description
1	2	3	4	Lost Meadows Drive from Schaefer Road north to the low water crossing
1	2	3	4	Lost Meadows Drive from the low water crossing north to the culdesac
1	2	3	4	Misty Meadows, later named Moonlight Meadows
1	2	3	4	The south side of Schaefer Road from the dog-leg east toward Cibolo Creek

1	2	3	4	All tracts save and except Lot 1, Block 1, comprising "LOST MEADOWS SUBDIVISION" Blocks 1 and 2 shall be utilized for dwelling purposes only and no commercial activities of any kind will be permitted, except upon Lot 1, Block 1.
1	2	3	4	Lot 1 Block 1 is hereby reserved by Subdivider for commercial uses. A dwelling may be erected upon such Lot 1 Block 1, providing the same is in compliance with these restrictions.
1	2	3	4	All tracts comprising "LOST MEADOWS SUBDIVISION", Unit 2, Block 3 shall be utilized for dwelling purposes only and no commercial activities of any kind will be permitted.
1	2	3	4	All tracts comprising "LOST MEADOWS SUBDIVISION, UNIT 3", shall be utilized for dwelling purposes only and no commercial activities of any kind will be permitted.
1	2	3	4	All tracts comprising "LOST MEADOWS SUBDIVISION, UNIT 4", shall be utilized for dwelling purposes only and no commercial activities of any kind will be permitted.

1	2	3	4	Only one (1) single family residence dwelling will be permitted on each tract, exclusive of outbuildings. No lot shall be subdivided without the written consent of the subdivider. No structure shall be built, erected, placed or altered upon said premises unless the plans and specifications therefor shall have first been approved by subdivider.
1	2	3	4	Only one single family residence dwelling will be permitted on each tract, exclusive of outbuildings. No prefabricated building of any type shall be utilized as a dwelling. No lot shall be subdivided without the written consent of the subdivider. No structures shall be built, erected, placed or altered upon said premises unless the plans and specifications therefor shall have first been approved by the subdivider.
1	2	3	4	Only one single family residence dwelling will be permitted on each tract, exclusive of outbuildings.
1	2	3	4	No prefabricated building of any type shall be utilized as a dwelling.
1	2	3	4	No prefabricated building of any type shall be utilized as a dwelling, except that on Lots 8-12 Double-Wide Mobile Homes, permanently installed and blocked and skirted, and installed in accordance with all other herein restrictions shall be permitted.
1	2	3	4	No lot shall be subdivided without the written consent of the undersigned.
1	2	3	4	No structure shall be built, erected, placed or altered upon said premises unless the plans and specifications therefor shall have first been approved by the undersigned.

1	2	3	4	Any residence, once started, shall be completed within twelve (12) months.
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1	2	3	4	A structure comprising a residence, other than a mobile home, shall contain at least 1200 square feet in living space, exclusive of attached garage, porches and patios.
1	2	3	4	A structure comprising a residence shall contain at least 1200 square feet in living space exclusive of attached garage, porches and patios.

1	2	3	4	Mobile homes must be at least 60 feet in length and 12 feet in width, shall be skirted, and be presentable in appearance and are subject to approval of the subdivider.
1	2	3	4	Paragraph is deleted in its entirety.

1	2	3	4	The front wall of any residence and the front wall of any cabana shall be of rock, brick or stone wainscoating. Side and rear walls may be of wood or asbestos siding.
1	2	3	4	The front wall of any residence shall be of rock, brick or stone wainscoating. Side and rear walls may be of wood or asbestos siding.
1	2	3	4	The front wall of any residence shall be of rock, brick or stone wainscoating. Side and rear walls may be of wood or asbestos siding. However, houses constructed solely of logs are allowed after approval of the plans and specifications by the undersigned.
1	2	3	4	The front wall of any residence except Double-Wide Mobile Homes allowed under 3 above shall be of rock, brick or stone wainscoating. Side and rear walls may be of wood or asbestos siding. However, houses constructed solely of logs are allowed after approval of the plans and specifications by the undersigned.

1	2	3	4	Any structure comprising a residence shall face LOST MEADOWS DRIVE and have a setback of at least 100 feet from the front property line and no less than 20 feet from any said property line.
1	2	3	4	Any structure comprising a residence shall face MISTY MEADOWS DRIVE and have a setback of at least 75 feet from the front property line and no less than 20 feet from any said property line.
1	2	3	4	Any structure comprising a residence shall face SCHAEFER ROAD and have a setback of at least 100 feet from the front property line and no less than 20 feet from any said property line.

1	2	3	4	Each mobile home shall have a patio cover to correspond or blend in with the mobile home, or be equipped with a cabana. The patio cover shall be placed over a concrete or stone slab or a neat appearing wood porch.
1	2	3	4	Paragraph is deleted in its entirety.

1	2	3	4	5 foot utility easements are reserved as to all tracts all as more fully shown on the recorded map of Unit 3.
1	2	3	4	5 foot utility easements are reserved as to all tracts all as more fully shown on the recorded map of Unit 4.

1	2	3	4	All accompanying outbuildings shall be of new construction and shall be set back no less than 25 feet from any side property line and shall be situated at the rear of the residence.
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1	2	3	4	All driveways from the front street to the residence shall be hard top, gravel or crushed rock base fill. No dirt driveways will be permitted. The use of hardtop (asphalt) driveways is greatly encouraged to add to the appearance of each residence and the overall area in general.
1	2	3	4	All driveways from the front street to the residence shall be located away from the utility easements, and shall be hard top, gravel or crushed rock base fill. No dirt driveways will be permitted. The use of hardtop (asphalt) driveways is greatly encouraged to add to the appearance of each residence and the overall area in general.

1	2	3	4	Any fence placed from the residence to the front property line shall be either of aggregate, chain link, wood or a combination thereof. Wooden fences of old lumber shall be painted and made as attractive as possible and kept neat in appearance at all times.
1	2	3	4	Any fence placed from the residence to the front property line shall be either of aggregate, chain link, wood or a combination thereof. And shall be located as not to interfere with underground utilities. Wooden fences of old lumber shall be painted and made as attractive as possible and kept neat in appearance at all times.
1	2	3	4	All fences from the rear of the residence to the rear property line shall be of aggregate, chain link, wood, barbless wire, or any combination thereof. Posts shall be of steel, or wood posts which must be painted. If cedar posts are used they shall be stripped of all bark and shall be painted.
1	2	3	4	Junk yards, wrecking yards, or the storage of wrecked and/or abandoned vehicles will not be permitted.
1	2	3	4	No portion of any property shall be utilized as a dumping ground or land fill for garbage or trash of any kind EXCEPT that leaves or lawn rakings may be converted to compost for fertilizer purposes, provided that such compost pile shall be located behind the residence.
1	2	3	4	Parking of boats, small house trailers, stock trailers, tractors, lawn mowers and other less frequently used implements shall be to the rear of the residences.
1	2	3	4	The burning of trash and/or garbage is prohibited.
1	2	3	4	All garbage and trash shall be stored in closed containers and/or sealed plastic bags. Storing of garbage and trash in open pits and other uncovered devices is prohibited.
1	2	3	4	All garbage placed at the front of the property for pickup shall be in closed containers and shall be placed there only on days of scheduled pickups.
1	2	3	4	The raising, breeding or keeping of swine is prohibited. Poultry in excess of ten(10) in number is prohibited. All poultry shall be kept confined.
1	2	3	4	Farm animals not to exceed one (1) animal unit per acre and restricted to horses, cattle, sheep and/or goats, are permitted.
1	2	3	4	Grazing of livestock is permitted only on property lying to the rear of residences. No livestock will be allowed on any tract until a permanent residence has been completed.
1	2	3	4	Any structure utilized for the housing of livestock and/or poultry shall be located within the rear 100 feet of each lot, EXCEPT lots 5, 6, 7, 8 and 9, in said Block 1. Any structure utilized for the housing of livestock and/or poultry built upon lots 5, 6, 7, 8 and 9 shall be built upon the rear one-half of the tract.
1	2	3	4	Any structure utilized for the housing of livestock and/or poultry shall be located within and upon the rear 100 feet of each lot.

1	2	3	4	Dogs and cats, not exceeding two (2) of each, are permitted, but shall be kept confined to the premises and controlled to the extent that they do not create a nuisance in the neighborhood.
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1	2	3	4	Residences and yards shall be maintained in a clean and attractive manner; front yards shall be mowed to the street.
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1	2	3	4	Residences and yards shall be maintained in a clean and attractive manner; front yards shall be mowed to the traveled portion of the street.
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1	2	3	4	No outside toilets are permitted. Septic tanks shall meet county and state specifications and comply with established health codes.
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1	2	3	4	No noxious or offensive activities shall be carried on upon any tract of land nor shall anything be done thereon which may create an annoyance and/or nuisance to the neighborhood or which violates any federal, state, city or county laws.
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1	2	3	4	No water well shall be dug or drilled within 150 feet of any septic tank systems.
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1	2	3	4	Each tract shall be kept free of weeds and maintained in a clean and neat appearing condition at all times. Subdivider reserves the right to maintain said lots in such condition and charge the owner thereof for such work prior to the sale of all lots within the platted unit.
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1	2	3	4	Each tract shall be kept free of weeds and maintained in a clean and neat appearing condition at all times. The undersigned reserves the right to maintain said lots in such condition and charge the owner thereof for such work prior to the sale of all lots within the platted unit.
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1	2	3	4	The sale of dirt, gravel and/or other surface materials is not permitted.
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1	2	3	4	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 "LOST MEADOWS SUBDIVISION" Blocks 1 and 2, or in such other Blocks as may be hereafter made subject hereto prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing such, or to recover damages or other remedies for such violations or attempted violations.
1	2	3	4	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 "LOST MEADOWS SUBDIVISION", Unit 1 and/or Unit 2, or in such other blocks as may be hereafter made subject hereto prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing such, or to recover damages or other remedies for such violations or attempted violations.
1	2	3	4	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 party owning any real property situated in "LOST MEADOWS SUBDIVISION, UNIT 1, UNIT 2 or Unit 3", or in such other blocks as may be hereafter made subject hereto prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing such, or to recover damages or other remedies for such violations or attempted violations.
1	2	3	4	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 party owning any real property situated in "LOST MEADOWS SUBDIVISION, UNIT 1, UNIT 2, Unit 3, or Unit 4", or in such other blocks as may be hereafter made subject hereto prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing such, or to recover damages or other remedies for such violations or attempted violations.

1	2	3	4	The invalidation of any of these restrictions by judgment or court order shall in no way affect any of the other provisions herein contained, which shall remain in full force and effect.
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1	2	3	4	The owners of the fee simple title to 75% of the front footage on all lots may amend or modify these restrictions in whole or in part by writing and filing a written instrument of amendment in the office of the County Clerk of Bexar County, Texas.
1	2	3	4	The owners of the fee simple title to 51% of the front footage on all lots in Unit 3 may amend or modify these restrictions in whole or in part by writing and filing a written instrument of amendment in the office of the County Clerk of Bexar County, Texas.