

180803

RESTRICTIVE COVENANTS  
NORTHERN HILLS SUBDIVISION, UNIT 1  
SAN ANTONIO, BEXAR COUNTY, TEXAS

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

RECORDED IN BOOK 111-1

SHOW ALL MEN BY THESE PRESENTS:

That we, NORTHERN HILLS ENTERPRISES, INC., a Texas corporation, acting herein by and through its duly authorized officers, as owner, do hereby adopt and impress the following restrictive covenants upon only the following-described property, which is hereby designated as a separate and distinct divisional unit:

- Block 1, Lots 1 thru 45
- Block 2, Lots 1 thru 16
- Block 3, Lots 1 thru 5
- Block 4, Lots 1 thru 8
- Block 5, Lots 1 thru 9
- Block 6, Lots 1 thru 12 and
- Block 7, Lots 1 thru 6

NORTHERN HILLS, UNIT 1, situated in Bexar County, Texas, according to map or plat thereof recorded in Volume 6500 Page 151-152, of the Deed and Plat Records of Bexar County, Texas.

NORTHERN HILLS ENTERPRISES, INC. hereby certifies that it has subdivided the above described land as shown by the map and plat of such subdivision, which map and plat has heretofore been filed as the true and correct survey, map and plat thereof, and which subdivision is and shall be known as NORTHERN HILLS, UNIT 1.

For the benefit of itself as owner of the land in said subdivision, and for the use and benefit of present or 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 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 so doing or to recover damages or other dues for such violation.

COVENANTS

I. Above lots in Northern Hills, Unit 1, shall be known and described as SINGLE-FAMILY RESIDENTIAL LOTS.

II. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structures have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation.

III. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP AND PROCEDURE. The architectural control committee is composed of LLOYD A. BENTON, WILLIAM S. WATSON and GEORGE MUSSELMAN, all of San Antonio, Bexar County, Texas. 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 designate a successor. Neither the members of the committee, or 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 powers and duties of such

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committee and of its designated representative and the requirement of this covenant shall cease on and after January 1, 1976; provided, however, that at any time the then record owners of a majority of the lots in this subdivision shall have the power through a duly recorded instrument to extend the period during which the Committee shall exercise the powers and duties herein defined. The committee's approval or disapproval as required in these covenants shall be in writing. In the event this committee, or its designated representatives, fails to approve or disapprove within Thirty (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.

IV. DWELLING COST, QUALITY AND SIZE. No dwelling exclusive of open porches, garages or patios, shall be permitted on any lot in this subdivision 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. Said minimum improvement cost limitations are to be revised proportionately as of the date of actual construction of such improvements on each building site, respectively, to accord with the relative change in the Federal Home Loan Bank Board Index of Residential Building Costs in San Antonio, Texas. If such index values are not available at the time of actual construction, then said minimum improvements limitations above provided shall be revised in accordance with some suitable recognized index showing fluctuations in building costs. The minimum floor area of the main structure, exclusive of one-story open porches, terraces, garages, and detached accessory buildings shall be not less than 1,500 square feet for a one-story or split level dwelling, and 1,700 square feet for a dwelling with two stories, on all lots in Northern Hills, Unit 1.

V. MINIMUM MASONRY. A minimum of 65% of the first floor wall area to top of first floor window height and exclusive of openings shall be of masonry or masonry veneer construction.

VI. TWO CAR CARPORT/GARAGE REQUIRED. Each dwelling constructed in this subdivision shall have a garage or carport suitable for parking two (2) standard size automobiles.

VII. BUILDING LOCATION. 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 setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than Thirty (30) feet to, nor further than Forty-Five (45) feet from the front lot line, nor nearer than Five (5) feet to an interior lot line, except a detached garage or outbuilding, the front of which is not more than Fifty (50) feet from the rear lot line, may be erected no nearer than Three (3) feet to the inside lot line. No dwelling shall be located on any lot nearer than Fifteen (15) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches, shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

VIII. DRIVEWAYS. All driveways in the subdivision shall be surfaced with concrete, asphalt, or other similar substance.

IX. BOAT AND TRAILER PARKING. No boat, trailer, camper body, or similar vehicle shall be parked for storage in the driveway or front yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling unless parked to the rear of a screen fence.

X. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum set back line, nor shall any dwelling be erected or placed on any lot having less than 8,600 square feet.

XI. WAIVER OF FRONT SETBACK REQUIREMENTS. With written approval of the architectural control committee, any building may be located further back from the front property line than provided in Paragraph VII above where in the opinion of the said Committee, the proposed location of the building will add to the appearance and value of the property and will not detract from the appearance or value of other properties. Garage location may vary upon the approval of the Architectural Control Committee.

XII. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

XIII. NUISANCE. 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 or nuisance to the neighborhood.

XIV. NO TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

XV. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XVI. NO OIL AND MINING OPERATIONS. 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 upon any lot.

XVII. NO LIVESTOCK AND POULTRY. 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.

XVIII. GARBAGE AND REFUSE DISPOSAL. 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.

XIX. NO INDIVIDUAL WATER SUPPLY. No individual water supply system shall be permitted on any lot.

XX. NO INDIVIDUAL SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot.

XXI. FENCES. No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house. On lots backing up to golf course, no rear perimeter fence shall be constructed unless specifically approved, in writing, by Architectural Control Committee. Such lots may have a fenced area for pets, and rear patio areas may be fenced. Fences, if permitted by Architectural Control Committee, shall not exceed four (4) feet in height.

XXII. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

XXIII. BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE. No building previously constructed elsewhere shall be moved onto any lot in this subdivision.

XXIV. RADIO AND TELEVISION ANTENNA. Any radio and/or television antenna erected on any building in this subdivision shall not extend more than eight (8) feet above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten (10) feet to the front wall line of the respective dwelling.

XXV. STREET SIDEWALKS. Street sidewalks shall be required pursuant to ordinances of the City of San Antonio and shall be built at the time the house is constructed.

XXVI. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1999, 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 it is agreed to change said covenants in whole or in part.

Invalidation of any one of these covenants or restrictions 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 the 12<sup>th</sup> day of October, 1971.

ATTEST:

By:

Lloyd A. Denton  
Lloyd A. Denton, Secretary

NORTHERN HILLS ENTERPRISES, INC.

By:

George A. Musselman  
George A. Musselman, President

STATE OF TEXAS )  
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE A. MUSSELMAN, President, NORTHERN HILLS ENTERPRISES, INC., 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 as the act and deed of said corporation.



BEFORE ME, GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12<sup>th</sup> day of October, 1971.

Virginia E. May  
Notary Public, Bexar County, Texas

NATIONAL BANK OF COMMERCE OF SAN ANTONIO hereby joins in these restrictions as mortgagee for the purpose of subordinating its lien thereto.

EXECUTED this 14<sup>th</sup> day of October, 1971.



[Signature]  
Assistant Cashier

NATIONAL BANK OF COMMERCE OF SAN ANTONIO

By:

[Signature]  
Vice President

STATE OF TEXAS )  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared  
R. L. Cook, Jr., Vice President of

NATIONAL BANK OF COMMERCE  
OF SAN ANTONIO, known to me to be the person and officer whose name is sub-  
scribed 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 as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of October, 1971

*Maybelle C. Doerr*  
Notary Public in and For Bexar County, Texas.

MAYBELLE C. DOERR  
Notary Public, Bexar County, Texas