

DEED

SEP-15-00 10:00:00

RECEIVED

RESTRICTIVE COVENANTS
NORTHERN HILLS SUBDIVISION UNIT #12
SAN ANTONIO, BEXAR COUNTY, TEXAS

SEP 22 1999

AREA 10
(MISSING P2
ASSUME SAME
AS UNIT 13)

STATE OF TEXAS I
COUNTY OF BEXAR I

214279

KNOW 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:

Lots 14 through 19 inclusive, Block 27, New City Block 16727
Lots 18 through 36 inclusive, Block 28, New City Block 16728

All lots in NORTHERN HILLS SUBDIVISION UNIT #12, situated in the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 8700, Page 234, Deed and Plat Records of Bexar County, Texas.

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 covenants 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 SUBDIVISION UNIT #12 shall be known and described as SINGLE-FAMILY RESIDENTIAL LOTS, except Lots 33, 34, 35, 36, Block 28 may be used as duplex lots.

II. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plat plan showing the location of the structures have been approved by the Architectural Control Committee as to harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, placed, or altered, the Architectural Control Committee shall consider only the general appearance of the proposed building. Considerations such as size, setback, cost, and other specific objective

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requirements are separate and apart from the function of the Architectural Control Committee. The primary function of the Committee is to protect property values by preventing unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built in the subdivision.

III. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP, AND PROCEDURE: The Architectural Control Committee is composed of LLOYD A. DENTON and ALLEN M. Gormley both of 8103 Broadway, and ARTHUR BURDICK, Suite 200, 1635 Northeast Loop 410, Bexar County, Texas. A majority of the Committee may elect successors, in event of resignation or vacancy, or designate a representative to act for it at any time or for any period. 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. The powers and duties of such Committee and of its designated representative and the requirement of this covenant shall cease on and after January 1, 1985, provided, however, that at any time the then record owners of a majority of the lots in NORTHERN HILLS SUBDIVISION UNIT #13 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 the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the 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. There shall be no review of any action of the Architectural Control Committee except when such action is patently arbitrary and capricious; and under no circumstances shall such committee be subject to any suit by anyone for money damages.

IV. DWELLING COST, QUALITY, AND SIZE: No dwelling exclusive of garages open porches, or patios, shall be permitted on any lot in this subdivision at a cost of less than \$30,000 based upon cost levels prevailing on the date these covenants are to be recorded. Said minimum improvements costs 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 suitable recognized index showing fluctuations in building costs. The minimum floor area of the main structure, measured to the outside of exterior walls, exclusive of one-story garages, open porches, patios, and detached accessory buildings, shall not be less than 1,450 square feet for one-story dwellings or split-level dwellings and 1,650 square feet for dwellings with two stories.

V. MINIMUM MASONRY: For all purposes of these Restrictive Covenants, masonry includes stucco. A minimum of sixty-five percent (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 construction in NORTHERN HILLS SUBDIVISION UNIT #12 shall have a garage or carport suitable for parking two 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 25 feet to, nor further than 45 feet from, the front lot line, nor nearer than 5 feet to an interior lot line, except a detached garage or outbuilding, the front of which is not more more than 50 feet from the rear lot line, may be erected no nearer than 3 feet to the inside lot line. No dwelling shall be located on any lot nearer than 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 30 feet at the minimum setback 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 closer to or further back from the front property line than provided in Paragraph VII 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. Should the plot plan or plat showing location of the proposed structure indicate on its face that a variance is necessary, approval of such plans, without conditions attached, shall include approval of such variance.

XII. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither NORTHERN HILLS ENTERPRISES, INC., nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, flowers, or other property of the owners situated on the land covered by said easements.

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 to the neighborhood.

XIV. NO TEMPORARY STRUCTURES: 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 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.

XXII. SIGHT DISTANCE AT INTERSECTION: 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 of 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 foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

XXIII. BUILDING PREVIOUSLY CONSTRUCTED ELSEWHERE: No building previously constructed elsewhere shall be moved onto any lot in NORTHERN HILLS SUBDIVISION UNIT #12.

XXIV. RADIO AND TELEVISION ANTENNA: Any radio and/or television antenna erected on any building in NORTHERN HILLS SUBDIVISION UNIT #10 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. 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.

XXVI. LOT MAINTENANCE: The owners or occupants of all lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful, and attractive manner. Lot owners or occupants shall also be required to provide and allow safe and adequate drainage within their lot. This includes the building or construction of any fence, walk, landscaping material, or other obstruction which may divert, impede, or cause to back up run-off water coming not only from their respective lot but from other lots.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2011, at which time said

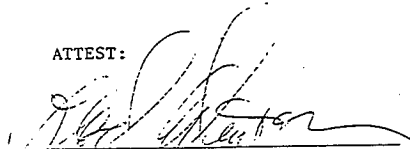
covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

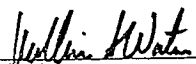
Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise effect any of the other provisions, which shall remain in full force and effect.

EXECUTED THIS the 17th day of July, A.D., 1980.

ATTEST:

NORTHERN HILLS ENTERPRISES, INC.


Lloyd A. Denton, Secretary

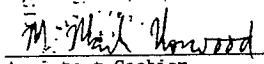
By: 
William S. Watson, Vice President

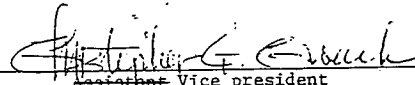
NATIONAL BANK OF COMMERCE OF SAN ANTONIO hereby joins in these restrictions as mortgagee for the purpose of subordinating its lien thereto.

EXECUTED THIS the 5th day of September, A.D., 1980.

ATTEST:

NATIONAL BANK OF COMMERCE OF SAN ANTONIO


Assistant Cashier

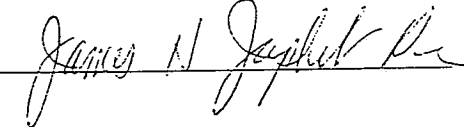
By: 
Assistant Vice president

EXECUTED THIS the 17th day of July, A.D., 1980.

ATTEST:

JAMES JAPHET ENTERPRISES, INC.



By: 

STATE OF TEXAS I
COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared William S. Watson, Vice 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of July

1980.




Notary Public in and for Bexar County, Texas

REBECCA ORTIZ
BEXAR COUNTY, TEXAS
MY COMMISSION EXPIRES 8/15/81

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STATE OF TEXAS }
 }
COUNTY OF BEXAR }

BEFORE ME, the undersigned authority, on this day personally appeared Christopher G. Crouch, Vice President of NATIONAL BANK OF COMMERCE OF SAN ANTONIO, 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 act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of September, 1980.

[Signature]
Notary Public in and for Bexar County, Texas
My Commission expires on October 19, 1980

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

BEFORE ME, the undersigned authority, on this day personally appeared JAMES JAPHET, President of JAMES JAPHET 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of July, 1980.

[Signature]
Notary Public in and for Bexar County, Texas

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1980 SEP 15 PM 2 05

STATE OF TEXAS }
COUNTY OF BEXAR }
I hereby certify that this instrument was FILED in
file number on the date and at the time stamped
hereon by me and was duly RECORDED in the Official
Public Records of Real Property of Bexar County, Texas on
SEP 15 1980
Robert D. Green
COUNTY CLERK
BEXAR COUNTY, TEXAS



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