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RESTRICTIVE COVENANTS
NORTHERN HILLS UNIT 16
SAN ANTONIO, BEXAR COUNTY, TEXAS

782745
STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That we, The Oakland Development Company, 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:

NORTHERN HILLS SUBDIVISION UNIT #16, situated in the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 9504, Page 123, Deed and Plat Records of Bexar County, Texas.

The Oakland Development Company, 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 SUBDIVISION UNIT #16.

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 doing 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.

COVENANTS

(1) SINGLE-FAMILY RESIDENTIAL LOTS. Lots in NORTHERN HILLS SUBDIVISION UNIT #16 shall be known and described as single-family residential lots. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. No lot shall be used or occupied for any business commercial, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

(2) ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and a plot plan showing the location of the structures have been approved by the Architectural Control Committee as to general compatibility of external design with existing structures and as to location with respect to topography and finish grade elevation. In considering the harmony of

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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 as that can be determined from front, rear, and side elevations on submitted plans. Consideration such as size, setback, cost, and other specific objective requirements are separate and apart from the function of the Architectural Control Committee. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built in the subdivision.

(3) ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP AND PROCEDURE. The initial Architectural Control Committee is composed of Quincy Lee, Steven Q. Lee and Allen M. Gormley, all in San Antonio, 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; a resignation is effective when given in writing to THE QUINCY LEE COMPANY or its successors. Neither the members of the Committee nor 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 requirement of this covenant shall cease on and after January 1, 1987, 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 representative, 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. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee be subject to any suit by anyone for damages.

(4) CONSTRUCTION REQUIREMENTS:

(a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a Lot.

(b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all cabinet work completed, all interior walls, ceilings, and floors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile, or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. The Owner, except for the original builder, shall commence construction within one (1) year from the date any Lot is purchased. If such construction is not

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commenced within said one (1) year period, Declarant shall have an option to repurchase said Lot at its original cost, excluding any interest or enhancement of value.

(c) Anything herein to the contrary notwithstanding, all structures must conform to the minimum requirements of the Building Code of the City of San Antonio, Texas.

(d) No athletic or sports equipment (basketball backboard, goal posts, net standards, ramp, etc.) shall be affixed to the street face of the dwelling, nor may they be placed on the Lot between the dwelling and the street.

(5) DWELLING COST, QUALITY, AND SIZE. No dwelling exclusive of garage, open porches or patios shall be permitted on any lot in this subdivision at a cost of less than \$25,000 based upon cost levels prevailing on the date these Covenants are recorded. 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, measure to the outside of exterior walls, exclusive of garages, open porches, patios, and detached accessory buildings, shall be not less than 1200 square feet, except for Block 1, Lot 62 and Block 33, Lots 4, 5, 6, 10-38 which must be 1,400 square feet.

(6) MINIMUM MASONRY. For all purposes of these Restrictive Covenants, masonry includes stucco. A minimum of fifty percent (50%) of the first floor wall area to top of first floor window height and exclusive of openings and decorative trim shall be of masonry or masonry veneer construction. The street side of corner units must be masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

(7) TWO-CAR GARAGE REQUIRED. Each dwelling constructed in this subdivision shall have a garage suitable for parking two (2) standard-size automobiles, which conforms in design and materials with the main structure. Carports will not be allowed except for lots with alleys, which lots shall be rear loaded.

(8) DRIVEWAYS. All driveways in the subdivision shall be surfaced with concrete except lots abutting alleys which may have asphalt driveways.

(9) BOAT, TRAILER, SIMILAR VEHICLE PARKING. No boat, trailer, mobile home, camper or similar vehicle or structure shall be parked, kept, placed, maintained, constructed or reconstructed in the driveway or front yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard, including street side of corner lots, of any dwelling unless parked in such a manner as will be invisible from a public street, alley or the golf course.

(10) BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side

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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 twenty (20') feet to, nor further than forty (40') feet from the front lot line. The side yard requirements shall be either five (5') feet on each side or zero (0') feet (zero lot line) and ten (10') feet. Where one side yard is zero (0') feet, the other side shall be no less than ten (10') feet. No building shall be constructed within ten (10') feet of any existing building situated on an abutting lot (an "existing building" is herein defined as a building whose foundation has been poured). No dwelling shall be located on any lot nearer than ten (10') feet to the rear lot line. For the purpose of this Covenant, eaves, steps, wing walls, and open porches shall not be considered as a part of a building. Only non-operable, obscure fixed glass windows will be allowed in walls located on the side of the property designated as the zero-lot line and which face other adjoining dwelling units.

(11) LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than twenty (20') feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having less than four thousand (4,000) square feet.

(12) 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 of a lot than provided in Paragraph 9, where in the opinion of the said Committee, the proposed location of the building will add to the appearance and value of the lot and will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Should the plot plan or plat showing location of the proposed structure indicate on its fact that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variance.

(13) EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Also, a three and one half foot (3.5') roof overhang easement on each side of each lot is hereby provided and reserved. A five (5') foot easement of necessity shall exist as to each lot in the subdivision for the purpose of maintenance and repair of the adjoining lots and structures by their respective owners. By acceptance of a deed to one or more of the above lots, the owner thereof covenants to grant a five (5') foot easement of necessity to the owner of each adjoining lot whereby access shall be provided to the owners of said adjoining lots, their servants, agents, or independent contractors for the purpose of maintaining, repairing or improving the property of said adjoining lot owners. Specifically, this five (5') easement shall exist to facilitate the construction of a living unit on a zero lot line. Where a living unit with a ten (10') foot side yard abuts a vacant lot which is to have a living unit located on that property line between the two lots (the zero lot line), no temporary building, concrete, permanent landscaping, fence, wall, swimming pool, or structure of any type will be permitted within (5') feet of the property line of the adjacent vacant lot until the living unit to be located on adjacent lot is complete. This requirement may be modified or suspended by mutual agreement of the adjoining property owners, with concurrence of the Architectural Control Committee. Also, an eight (8") inch brick lug and brick wall easement on each side of each lot, is hereby provided and reserved. By acceptance of a deed to any one of the above lots, the owner thereof covenants and

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agrees to keep and maintain in a neat and clear condition any easement which may traverse a portion of the lot(s) conveyed by deed, including the keeping of weeds or grass mowed within such area.

(14) NUISANCE. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes or other vehicles shall be permitted to be parked on a street in front of the Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or other portion of the Subdivision. The use or discharge of firearms, firecrackers, or other fireworks is prohibited.

(15) NO TEMPORARY AND OTHER STRUCTURES. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction of residences and constructing other improvements in the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations in the Properties, but in no event, shall a building have such right for a period in excess of one (1) year from the date of substantial completion of his last residence in the Properties.

(16) 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 or developer to advertise the property during the construction and sales period.

(17) NO OIL AND MINING OPERATION. 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.

(18) ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

(19) GARBAGE AND REFUSE DISPOSAL. No lot shall be used

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or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be stored in an enclosed area and shall not be visible from the public street or the golf course.

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

(21) NO INDIVIDUAL SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

(22) 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 with 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.

(23) RADIO AND TELEVISION ANTENNA AND ATHLETIC EQUIPMENT. No external television or radio antennae will be placed or permitted to be maintained on any structure on any Lot which extended more than eight (8') feet above the highest part of the roof of the structure and shall not be located on the front part of the structure. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals of any other Lot. Satellite dishes shall not be placed where they are visible from a public street or the golf course.

(24) SIDEWALKS. Street sidewalks shall be constructed in accordance with requirements of the City of San Antonio in existing ordinances, including subdivision regulations. Mailboxes shall not encroach upon any sidewalk or other pedestrian way.

(25) LOT MAINTENANCE. The owners or occupants of each lot shall keep weeds and grass thereon cut in a sanitary, healthful, and attractive manner at all times. In the event such lots are not properly maintained, Declarant shall have the right to expend all sums necessary to maintain such lots whereupon the owner shall have the obligation to reimburse Declarant, upon demand, for any and all expenses incurred in connection therewith.

(26) FENCES. No fences or wall shall be built forward of the front wall line of the respective house except for retaining walls which should not exceed three (3') feet in height. On golf course lots, no rear perimeter fence shall be constructed unless specifically approved, in writing, by the Architectural Control Committee. Such golf course lots may have a fenced area for pets and rear patio areas may be fenced. Fences on the golf course lots, if permitted by the Architectural Control Committee, shall not exceed four (4') feet in height. Chain link fencing is prohibited on all lots.

(27) ENFORCEMENT. Declarant, or any Owner at his own expense, shall have the right to enforce, by proceedings at

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law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration. Failure of the Declarant to take any action upon any breach or default shall not be deemed a waiver of its right to take enforcement action upon any subsequent breach or default.

(28) SEVERABILITY. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.


These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2017, 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 14th day of June, 1984.

ATTEST:


Paul Kummer, Secretary

OAKLAND DEVELOPMENT COMPANY

Allen M. Ghormley

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared ALLEN M. GHORMLEY, Vice President, OAKLAND DEVELOPMENT COMPANY, 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 14th day of June, 1984.


Notary Public in and for
Bexar County, Texas



Attest:
Commercial Title

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in the Public Records on the day and at the place stated herein by me, and was duly RECORDED, in the Official Public Records of said County, Texas on

JUN 18 1984

Laverne S. Applying
NOTARY PUBLIC BEXAR COUNTY, TEXAS

FILED IN OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
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