

This copy of the Declaration of Covenants, Conditions, and Restrictions of the Great Northwest Subdivision has been reprinted and provided as a courtesy to you. In the event these restrictions conflict with the Original Declaration and its Amendments, the Original Declaration and its Amendments shall prevail. The Original Declaration is filed in Volume 7783, Page 598 in the Deed and Property Records of Bexar County, a duplicate copy of which follows under Appendix A-1. Amendments to the Original Declaration are filed in Volume 11066, Page 83 in the Deed and Property Records of Bexar County, a duplicate of which follows as Appendix H-1.

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS GREAT NORTHWEST SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Royal Crest, Inc., a Texas corporation, and Texas Central Mortgage Co., a Texas corporation, collectively hereinafter referred to as “Declarant”.

WITNESSETH:

Whereas, Declarant is the owner of certain property situated in Bexar County, Texas, described on a plat recorded in Volume 7000, Page 149, of the Deed and Plat Records of Bexar County Texas.

Now, therefore, Declarant hereby declares that all of the properties described above all be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

**Section 1.1** “Association” shall mean and refer to Great Northwest Community Improvement Association, Inc., a Texas nonprofit corporation, its successors and assigns.

**Section 1.2** “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 1.3** “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 1.4** “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners.

**Section 1.5** “Lot” shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of the properties with the exception of the common area.

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**Section 1.6** “Declarant” shall mean and refer to ROYAL CREST, INC., a Texas corporation, and Texas Central Mortgage Co., a Texas Corporation, their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development. For the purpose of this Declaration, the term “development” shall mean the construction of residential buildings and consequently, an “undeveloped lot” shall be a lot upon which a residential building has not been constructed.

## ARTICLE II

### PROPERTY RIGHTS

**Section 2.1** **Owner’s Easements of Enjoyment:** Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded.
- (d) The right of the association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the owners hereunder.

**Section 2.2** **Delegation of Use:** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment of the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

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## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS**

**Section 3.1** Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

**Section 3.2** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

**Class B.** The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1986.

## **ARTICLE IV**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 4.1** **Creation of the Lien and Personal Obligation of Assessments:** The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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**Section 4.2** **Purpose of Assessments:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties; for the improvement and maintenance of the common area.

**Section 4.3** **Maximum Annual Assessment:** Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Seventeen Dollars (\$117.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 6% by the vote or written assent of 66-2/3% of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4.4** **Special Assessments for Capital Improvements:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 66-2/3% of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

**Section 4.5** **Notice and Quorum for Any Action Authorized under Sections 4.3 and 4.4:** Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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**Section 4.6** **Date of Commencement of Annual Assessments – Due Dates:** The annual assessments provided for herein shall commence as to each lot, on the first day of the month following the conveyance of the common area, or in the event construction of improvements situated thereon is not then completed, the first day of the month following such completion of construction. Notwithstanding the foregoing, each undeveloped lot which is owned by Declarant shall be assessed at the rate of one-fourth (1/4<sup>th</sup>) of the annual assessment hereinabove provided, until the first day of the month following the date on which such lot is first used for residential purposes. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**Section 4.7** **Effect of nonpayment of Assessments – Remedies of the Association:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

**Section 4.8** **Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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**Section 4.9** **Exempt Property:** All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE V

### ARCHITECTURAL CONTROL

**Section 5.1** No building, fence, well or other structure shall be commenced, erected or maintained upon a lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of Wayne T. Nance, Jack Smith and Richard D. Lenzen, or a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the members so replaced. In the event said committee or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be vague, indefinite, uncertain and capable of more than one construction. All decisions of such committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. The powers and duties of such committee and of its designated representative, and the requirements of this covenant shall cease on or before January 1, 1986, provided, however, that at that time the then record owners of a majority of the lots in the properties controlled by these covenants shall have the power through a duly recorded written instrument to extend the operation of this covenant for any additional period of time, and in connection with such extension shall have the power to remove any committee member or members and replace them with other members, or to withdraw from the committee any of its powers and duties.

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## ARTICLE VII

### EASEMENTS

**Section 7.1** **Construction:** Each lot and the property included in the common area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

**Section 7.2** **Utility, Emergency and Association:** There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the common area in the performance of their duties. Further an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the common area and any lot to perform the duties of maintenance and repair of the common area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, poles, electrical lines, water lines or other utilities may be installed or relocated on said property except as initially programmed and approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement of said property without conflicting with the terms hereof, but in no event shall Declarant's rights hereunder include the right to grant easements under, through or over an improvement or a proposed building site. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

## ARTICLE VIII

### GENERAL PROVISIONS

**Section 8.1** **Enforcement:** The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this

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Declaration. Failure by the association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 8.2** **Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

**Section 8.3** **Amendments:** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Deed Records of Bexar County, Texas.

**Section 8.4** **Annexation:**

- (a) Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.
- (b) Additional land within the area described by metes and bounds on Exhibit A attached hereto, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and/or the VA determine that the annexation is in accord with the general plan heretofore approved by them.

**Section 8.5** **FHA/VA Approval:** As long as there is a Class B membership, the following actions will require the prior approval of the federal Housing administration and/or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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**DECLARATION OF USE RESTRICTIONS  
FOR  
GREAT NORTHWEST  
Timberwilde<sup>1</sup>**

THAT, L-J-T, INC., a Texas corporation (“Declarant”), being the owner of all of certain lots situated within that certain subdivision being platted as Great Northwest SUBDIVISION, UNIT 18A, and to be known as “The Commons at Village Northwest” (hereinafter called the “Subdivision”), such lots being more particularly described in Exhibit A attached hereto and incorporated herein by reference, and desiring to make the Subdivision an integral part of a Planned Unit Development known as the “Great Northwest,” which is governed by an Umbrella Declaration hereinafter defined, and further desiring to create and carry out a uniform plat for the improvement, development and sale of such subdivided lots situated in the Subdivision (each said subdivided lot being herein sometimes called a “lot”), does hereby adopt and establish the following restrictions and covenants to run with the land to and apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each contract or deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted subject to the following use restrictions (the headings being employed for convenience only and not to be controlling over content):

**I. USE**

All lots in the subdivision shall be used for single-family residential purposes only.

No owner shall occupy or use a lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants. During the construction and sales period of the lots, the Declarant or any builder who has the consent of Declarant may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to, business offices, storage areas, trailers, construction yards, signs, model units and temporary sales offices.

No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street.

No residence of a temporary character shall be permitted on any lot. No structure shall be occupied as a residence, even temporarily, unless it is a complete dwelling conforming to these use restrictions.

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<sup>1</sup> Certificate of Annexation to Declaration of Covenants, Conditions and Restrictions Timberwilde Subdivision as recorded in Volume 11066, Pages 83-99 in the Property Records of Bexar County.

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## II. ARCHITECTURAL CONTROL

- Section 1**     **Development Objectives.** The aesthetic and ecological quality of the Subdivision requires that all dwellings be compatible with other dwellings and be in harmony with the natural surroundings. To this end, an interior Architectural Control Committee (sometimes hereinafter called “the Committee”) has been created as described in Section 2 of this Article. The Interior Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time and to function in addition to that one certain other Architectural Control Committee serving the entire Great Northwest Planned Unit Development as it is composed from time to time (the “Umbrella Committee”), such Umbrella Committee having been created in that one certain Declaration of Covenants, Conditions and Restrictions of record in Volume 7783, Pages 598, et seq., affecting the entire Great Northwest (the “Umbrella Declaration”). Any reference herein to “the Committee” shall be either to the Interior Committee or the Umbrella Committee, whichever said committee then has jurisdiction over a lot covered hereby pursuant to the provisions hereof or the Umbrella Declaration.
- Section 2**     **Developer’s Committee.** The Developer’s Committee shall be Jones Holdolon, Kenneth Ducekal, Patty Spangler, James Zipprian, or a representative or representative or representatives appointed by a majority of them, or to another committee in the event the Developer’s Committee assigns its rights in writing to such other committee. In the event of the death or resignation of any member, the remaining members shall have full authority to carry out the duties of the Developer’s Committee and the authority to designate a successor committee member to fill any vacancies.
- Section 3**     **Goal of Committee.** The goal of the Committee is to encourage the construction of dwellings of good architectural design and quality compatible with Declarant’s conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, which, in the sole judgment of the Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Committee if the Committee feels that the repetition of such matters will have an adverse effect on the Subdivision.

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**Section 4**     **Function of the Committee.** The Committee shall function as the representative of the owners for the purposes herein set forth. No building, roof, fence, wall or other structure of any nature whatsoever shall be erected, placed or altered on any lot (nor may any such item be subsequently replaced, treated or repainted in a manner which materially alters the exterior appearance of the dwelling) until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Committee or its representative shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Committee shall be final, conclusive and binding upon the applicant. All submissions to the Committee shall be at the address specified herein.

**Section 5**     **Procedures of the Developer's Committee.** The Developer's Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines to supplement these use restrictions. The address of the Developer's Committee as of the date hereof shall be as follows: 823 Nakoma Drive E., San Antonio, Texas 78216; and this address may be changed from time to time by the Developer's Committee by its filing of an Address Change Certificate in the Real Property Records of Bexar County, Texas. For information concerning the address of the Umbrella Committee, the Umbrella Committee should be contacted.

**Section 6**     **Plans and Specifications.** Review and approval of plans and specifications by the Committee shall be mandatory prior to any owner undertaking any improvements. In order that the Committee may give just consideration to the proposed improvement, such plans and specification must adequately describe the site plans, floor plans, foundation plans, elevations and exterior materials, color and other characteristics of the proposed structure; and if the Committee so requests, a preliminary landscape plan and a cross-section sketch through the lot from the property line, with the highest existing grade to the property line with the lowest existing grade representing any improvements and grade changes and their relationship to existing conditions of the site. Plans and specifications shall be in duplicate and must include all items required by the Committee (i.e., they may not be submitted on a piecemeal basis).

**Section 7**     **Basis of Approval.** Approval of plans and specifications shall be based upon the following:

- (a) The architectural and structural integrity of the design.
- (b) Harmony and conformity of the design with the surroundings both natural and built.

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- (c) Adequacy of the design to conditions of the site.
- (d) Relation of finished grades and elevations to neighboring sites.
- (e) Conformity to specific and general intent of these Use Restrictions.
- (f) Aesthetic considerations determined in the Committee's sole discretion.

**Section 8**     **Variances.** Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit an owner to construct, erect, or install a dwelling which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling with such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be unharmonious with the natural surroundings. Written requests for variances shall be deemed to be approved if the Committee fails to approve or disapprove such variance request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any owner for any claims, causes of action or damages arising out of the grant or denial of any variance to an owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any one owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by these Use Restrictions.

**Section 9**     **Failure of the Committee to Act.** If the Committee fails to approve or to disapprove the plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. The approval of the Committee to any submitted plans and specifications shall not be deemed as the approval of the Committee to any other items not expressly and specifically covered by such submitted plans and specifications.

**Section 10**     **Limitation of Liability.** The Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any use restrictions herein that may be vague, indefinite, uncertain or capable of more than one interpretation. All decisions of the Committee shall be final and binding, and there shall be no revisions of any action of the Committee except by procedure for injunctive relief when such action is patently arbitrary

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and capricious. Neither the Declarant, the Committee nor any member of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

**Section 11** **Assignment of Rights to Umbrella Committee.** Except as set out in the Certificate of Annexation to the Declaration of Covenants, Conditions, and Restrictions applicable to this property, the Developer's Committee shall have sole architectural control jurisdiction over any lot in the subdivision prior to the time a dwelling has been erected thereupon and sold by its builder to the first home purchaser. Notwithstanding any other provisions herein contained to the contrary, any rights and/or duties of the Developer's Committee as to each such lot in the Subdivision shall pass and be deemed as assigned to the Umbrella Committee for all purposes at such time as construction of the initial dwelling to be situated on such lot has been completed and has been conveyed to the first home purchaser. Thereafter, the Umbrella Committee shall have sole jurisdiction over such lot and shall enjoy exclusive architectural control rights created either by this instrument or by the Umbrella Declaration.

### **III. SIZE OF LOT AND DWELLING**

Every dwelling erected on any lot shall front or present a good frontage on the street upon which said lot fronts. Dwellings on corners shall have presentable frontage on all streets on which the particular corner lot abuts. No dwelling shall be erected on any lot having an area of less than four thousand square feet (4,000 sq. ft.).

The total living area of the main structure of any dwelling, exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and/or living quarters for bona fide domestic servants, shall not be less than nine hundred square feet (900 sq. ft.) for single story structures and one thousand one hundred square feet (1,100 sq. ft.) for two-story structures, unless specifically approved to the contrary by the Committee. The first floor of any two-story structure shall contain at least four hundred fifty square feet (450 sq. ft.) of total living area.

### **IV. MASONRY REQUIREMENTS**

That portion of the exterior walls of the main residence building constructed on any lot which are within eight feet (8') from the ground level of such lot shall be at least five percent (5%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, inclusive of door, window and similar openings. The minimum masonry requirement specified shall apply to the lower floor only for a two-story dwelling. Masonry or masonry

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vener includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas, area as masonry. Notwithstanding the foregoing, the 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.

## **V. OUTBUILDING REQUIREMENTS**

Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be located on the rear one-third of the lot and shall be subject to approval of the Committee. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling. No outbuilding shall be located closer than five feet (5') from any rear or side lot lines.

## **VI. FENCES**

In order to ensure a general uniformity of appearance of those fence sections that can be viewed from a street, and all fences erected on areas readily apparent and visible from streets (e.g., between dwellings [i.e., separating front and rear yards]) and on all corner lots along that portion of side or rear yards fronting on side streets, shall be six-foot (6') vertical privacy fences composed of masonry, cedar, spruce, or other such materials as may be approved from time to time by the Committee. In no event shall any fence extend any closer to the street fronting a dwelling than the front outermost corners of such dwelling. On corner lots, fences must be set back at least five feet (5') from that side property line abutting the side street.

Notwithstanding the foregoing, the Committee is empowered to waive the aforesaid fence limitations in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood.

No chain-link fences may be built or maintained on any lot where same would be visible from a street (i.e., between dwellings and abutting side streets on corner lots).

No fence, wall or hedge, or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended; the same sight line limits shall apply on any lot within ten feet (10') from the intersection of street property lines with the edge of a driveway or ally pavement. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

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## **VII. DRIVEWAYS**

All driveways shall be surfaced with concrete, or other similar hard surfaced material.

## **VIII. TEMPORARY STRUCTURES**

No structure of a temporary character – trailer, tent, shack, garage, barn or other outbuildings – shall be used on any lot at any time as residence, either temporarily or permanently. No trailer, camper or similar vehicle shall at any time be connected to utilities situated within a lot. No dwelling previously constructed elsewhere may be moved on any lot in the Subdivision controlled by these covenants. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which the wheels have been left attached. However, Declarant hereby reserves the exclusive right to approve the erection, placement, and maintenance of such temporary facilities herein described in or upon any lot(s) as in its sole discretion may be necessary or convenient while selling lots, selling or constructing residences, or constructing other improvements within the Subdivision. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

## **IX. EASEMENTS**

Declarant reserves for public use the easements and rights-of-way shown on the recorded plat for the Subdivision for the purpose of constructing, maintaining, repairing and/or replacing any system(s) of electric lighting, electric power, telegraph and telephone line(s), gas, sanitary sewer, cable television line(s), or any other utility Declarant sees fit to install in, across and/or under any lots comprising the Subdivision, including storm sewers, drainage channels, or drainage rights-of-way. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change direction of flow of water through drainage channels in such easement. The easement area of each lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees and flowers or any other property of the Owner on the land covered by said easements. Utility companies shall not be held liable for any damage where utility lines are buried from transformer to meter location.

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## **X. SIDEWALKS**

Each lot shall have a sidewalk with the same minimum width as that required by the sidewalk ordinance of the City of San Antonio, such sidewalk to be installed at the same time the dwelling is constructed along its street frontage for the use of pedestrians.

## **XI. CONFLICT OF RESTRICTIONS WITH CITY ORDINANCES**

In the event of any conflict between these Restrictions and Ordinances of the City of San Antonio, the most restrictive shall govern.

## **XII. SIGNS AND BILLBOARDS**

The construction and maintenance of signs, billboards and advertising structures of any kind on any lot is prohibited, except that one sign advertising the rental or sale of the lot is permitted, provided it does not exceed three feet (3') by five feet (5') in size and except that signs of a larger size advertising the Subdivision may be erected by a builder, if approved by Declarant.

## **XIII. VEHICLES**

No trailer, tent, boat, or stripped down, wrecked, junked, or inoperable vehicle (including a vehicle with an expired inspection and/or license sticker) shall be kept, parked, stored, or maintained on any portion of the front yard in front of the building line of the permanent structure and shall be kept, parked, stored or maintained on other portions of a lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. Flat tires on vehicles that are readily in view from the street or other lots shall be promptly fixed. No commercial vehicle bearing commercial insignia or names shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked for the purpose of serving such lot.

## **XIV. NUISANCES**

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.

No owner, shall do any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Committee).

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No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the lot and improvements situated thereon) shall be placed or used upon any lot.

No guns, pistols, rifles or other firearms shall be discharged by owners or their guests in the Subdivision, nor shall target practice or hunting of any nature be permitted on any tract situated in the Subdivision, or on any adjoining property situated in close proximity to the Subdivision whether owned by Declarant or otherwise.

#### **XV. GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant lot or drainage area in said Subdivision.

#### **XVI. PETS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes; and provided further, that no more than two (2) adult dogs and two (2) adult cats may be kept on a single lot.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Committee. It shall be the responsibility of each of the owners of such household pets to keep all such pets on a leash and under such owner's direct supervision at all times when such pets are not confined within such owner's fenced lot, and to prevent the animals from running loose or becoming a nuisance to the other residents.

#### **XVII. 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 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. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

#### **XVIII. WATER AND SEWERAGE SYSTEMS**

No individual water supply system or sewage disposal system shall be permitted on any lot, including, but not limited to water wells, cesspools or septic tanks.

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## **XIX. RADIO OR TELEVISION ANTENNA**

No radio or television aerial wires or antennae shall be maintained on any portion of any lot forward of the main ridgeline is not parallel to the front lot line. Furthermore, no radio or television aerial wires or antennae shall be placed or maintained on any lot which extends more than five feet (5') above the highest part of the roof of the main residence on said lot. In no event shall any cable equipment, discs, towers, or other similar devices or apparatus ancillary to television reception be situated on any portion of a lot which is visible from the street or from other lots.

## **XX. ATHLETIC FACILITIES**

No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed within fifteen feet (15') from the front property line of any lot in the subdivision without the prior written consent of the Committee.

## **XXI. GARAGES**

A garage able to accommodate a minimum of one (1) automobile and a maximum of four (4) automobiles must be constructed and maintained for each residence. No garage may be enclosed, modified, or converted for any use other than for storage and maintenance of automobiles, except when being used as a builder's temporary sales or construction office prior to permanent occupancy of the main structure. No carports shall be permitted without the prior written approval of the Committee.

## **XXII. ROOFS**

The surface of all roofs of principal and secondary structures which are exposed to public view shall be asphalt shingle or tile. The Committee shall have the authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood. No gravel or "built up" roofs shall be permitted without the written approval of the Committee.

## **XXIII. SETBACK LINES**

All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines; and in no event shall any such building or other structure be constructed, placed or maintained within five feet (5') of the side boundary of a lot, within ten feet (10') from the rear property line or within twenty feet (20') of the front boundary of a lot. The eaves of building shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. The Committee is empowered to grant variances from the setback requirements hereinabove provided in those instances where in the opinion of said Committee the proposed location of the buildings or other structures will not detract from the appearance

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and value of other lots in the Subdivision and will not have a detrimental effect on the aesthetic integrity and harmony of the Subdivision.

#### **XXIV. ENFORCEMENT**

If the Owner of any lot in the Subdivision, or such Owner's heirs, successors, lessees or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning real property situated in the Subdivision controlled by these covenants 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 for such violations. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in the Subdivision, controlled by these covenants. The reservation of this right to enforcement shall not create an obligation of any kind upon Declarant to enforce same. Any references to "Declarant" herein shall include for all purposes any builder or builders who acquire more than one lot in the Subdivision for the purpose of constructing residences thereon for sale to members of the general public.

#### **XXV. DURATION, RIGHT TO ENFORCE AND AMENDMENTS**

These Use Restrictions shall be deemed covenants running with the land and shall be binding on all parties and all person claiming under them until January 1, 2045, at which time said Restrictions 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 then agreed to change said Use Restrictions in whole or in part. These Use Restrictions may be amended prior to January 1, 2045, by an instrument signed by not less than seventy percent (70%) in interest of the lot owners.

#### **XXVI. PARTIAL INVALIDATION**

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

#### **XXVII. ANNEXATION OF SUBDIVISION WITHIN SCOPE AND PURVIEW OF PROVISIONS OF UMBRELLA DECLARATION**

Declarant has contemporaneously herewith caused the Subdivision to be annexed within the scope and purview of the Umbrella Declaration, as it may have been amended from time to time, and by virtue of such annexation the owner of any lot in the Subdivision shall be subject to the jurisdiction of a mandatory homeowners association known as the Great Northwest Community Improvement Association, Inc. (the "Umbrella Association") as created in the Umbrella Declaration, with each lot being subject to the imposition, payment, and collection of regular and special assessments and lien rights of the Umbrella Association all as more particularly set forth in the Umbrella Declaration, as it has been amended from time to time. The owner of any lot in the Subdivision shall have voting rights comparable to other members similarly situated in the

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Great Northwest and shall have the right to use any common facilities situated on any Common Area (as that term is defined in the Umbrella Declaration) available to the other members of the Umbrella Association on the same basis as such other members, provided such owner pays the assessments and other monetary charges for which such owner is responsible and otherwise complies with the rules and regulations of the Umbrella Association, such voting rights and other rights being set forth in the Umbrella Declaration. In addition to any rights granted to the Umbrella Association by the terms of the Umbrella Declaration, as it may have been amended from time to time, each first homeowner of a dwelling situated on a lot covered hereby, as well as any subsequent owner of any such dwelling, shall be obligated to pay (and the Umbrella Association shall have the right to impose) a \$100.00 transfer fee at the time the dwelling is sold, transferred or conveyed to any other party or entity, such transferee to compensate the Umbrella Association for related administrative expenses pertaining thereto.

**XXVIII. CONFLICTS WITH USE RESTRICTIONS  
ESTABLISHED IN UMBRELLA DECLARATION**

The use restrictions herein contained shall control whenever inconsistent with or in conflict of any use restrictions contained in Article VI of the Umbrella Declaration.

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# Appendix A-1

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DECLARATION

via 7783 PAGE 598

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

GREAT NORTHWEST SUBDIVISION

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

THIS DECLARATION, made on the date hereinafter set forth by ROYAL CREST, INC., a Texas corporation, and TEXAS CENTRAL MORTGAGE CO., a Texas corporation, collectively hereinafter referred to as "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property situated in Bexar County, Texas, described on a plat recorded in Volume 7700, Page 149, of the Deed and Plat Records of Bexar County, Texas, and more particularly described by metes and bounds as follows, to-wit:

86.336 acres of land out of a 187.742 acre tract of land described by Deed recorded in Volume 6971, Page 83, of the Deed Records of Bexar County, Texas, out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, Bexar County, Texas, out of a 409.470 acre tract described by Deed recorded in Volume 2583, Page 169, of the Deed Records of Bexar County, Texas, and out of the J. M. Hernandez Survey No. 186, County Block 4420, Bexar County, Texas, said 86.336 acres of land being more particularly described as follows to wit:

- Beginning: at a point in the northeast line of F.M. 471 (Culebra Road) for the most westerly corner of the herein described tract, and for the point of curvature of a curve whose tangent bears S 59°29'00" E, said point being 486.51 feet along the northeast line of F.M. 471 in a northwesterly direction from the south corner of said 187.742 acre tract;
- Thence: 39.27 feet with the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" to a point of tangency in the northwest line of the proposed Timberwilde Drive;
- Thence: along the northwest line of said proposed Timberwilde Drive as follows:

N 30°31'00" E, 304.54 feet to a point of curvature;  
334.61 feet with the arc of a curve to the right having  
a radius of 560.00 feet and a central angle of 39°21'02"  
to a point of tangency;

N 69°52'02" E, 614.00 feet to a point of curvature;  
9.42 feet with the arc of a curve to the left having a  
radius of 6.00 feet and a central angle of 90°00'00"  
to end of curve;

N 69°52'02" E, 60.00 feet to a point of curvature whose  
tangent bears S 20°07'58" E;

9.42 feet with the arc of a curve to the left having a  
radius of 6.00 feet and a central angle of 90°00'00"  
to a point of tangency;

N 69°52'02" E, 374.00 feet to a point of curvature;

73.86 feet with the arc of a curve to the left having  
a radius of 370.00 feet and a central angle of 11°26'17"  
to a point in the southeast line of a proposed 16.00  
foot water easement for the end of curve;

Thence: N 38°38'22" W, 45.19 feet with the southwest line of  
said proposed 16.00 foot water easement to an angle point;

Thence: N 51°21'38" E, 166.72 feet with the northwest line of  
said proposed 16.00 foot water easement to a point in  
the southwest line of a proposed variable width drainage  
easement;

Thence: with the southwest line of said proposed variable width  
drainage easement as follows:

N 51°06'29" W, 307.91 feet to an angle point;

N 35°28'48" W, 230.87 feet to an angle point;

N 24°56'27" W, 410.26 feet to an angle point;

N 42°58'43" W, 193.18 feet to an angle point;

S 50°48'46" W, 8.47 feet to a point of curvature whose  
tangent bears N 09°10'59" W;

52.36 feet with the arc of a curve to the left having a  
radius of 50.00 feet and a central angle of 60°00'00"  
to end of curve;

N 50°48'46" E, 5.15 feet to an angle point;

N 42°58'43" W, 220.48 feet to an angle point;

S 50°48'46" W, 8.47 feet to a point of curvature whose  
tangent bears N 09°11'23" W;

52.36 feet with the arc of a curve to the left having a  
radius of 50.00 feet and a central angle of 60°00'00"  
to end of curve;

N 50°48'46" E, 5.15 feet to an angle point;

N 42°58'43" W, 27.39 feet to an angle point;

N 36°42'27" W, 192.85 feet to an angle point;

S 50°48'46" W, 5.66 feet to a point of curvature whose  
tangent bears N 09°11'05" W;

52.36 feet with the arc of a curve to the left having a  
radius of 50.00 feet and a central angle of 60°00'00"  
to end of curve;

N 50°48'46" E, 7.83 feet to an angle point;

N 36°42'27" W, 110.10 feet to an angle point;

Thence: N 50°48'46" E, 150.00 feet with the northwest line of  
said variable width drainage easement to a point for  
the northernmost corner of same;

VOL 7783 PAGE 599

Thence: S 36°42'27" E, 542.36 feet with the northeast line of said variable width drainage easement to an angle point;

Thence: N 50°48'46" E, 149.56 feet with the northeast line of said variable width drainage easement to a point for the west corner of the proposed Great Northwest, Unit 1, subdivision;

Thence: along the northwest line of said proposed Great Northwest, Unit 1 subdivision as follows:  
 N 26°33'54" E, 270.07 feet to a point of curvature;  
 315.44 feet in a northerly direction along an arc of a curve to the right having a radius of 395.00 feet and a central angle of 45°45'19" to a point of tangency;  
 N 72°19'13" E, 166.94 feet to a point of curvature;  
 246.37 feet in a northerly direction along an arc of a curve to the left having a radius of 495.00 feet and a central angle of 28°31'01" to a point of tangency;  
 N 43°48'12" E, 90.22 feet to a point of curvature;  
 15.70 feet in a northerly direction along the arc of a curve to the right having a radius of 285.00 feet and a central angle of 03°09'24" to a point in the northeast line of proposed Timberhurst Drive for the north corner of the herein described tract, and the north corner of said proposed Great Northwest, Unit 1 subdivision;

Thence: along the northeast line of said proposed Great Northwest, Unit 1 subdivision as follows:  
 S 36°52'12" E, 300.46 feet along the northeast line of said proposed Timberhurst Drive to a point of curvature;  
 953.57 feet in a southeasterly direction along the northeast line of said proposed Timberhurst Drive along the arc of a curve to the left having a radius of 2525.00 feet and a central angle of 21°38'16" to a point of tangency;  
 S 58°30'28" E, 256.28 feet along the northeast line of the proposed Timberbriar Drive;  
 S 31°29'32" W, 55.00 feet to a point of curvature;  
 127.42 feet in a southerly direction along an arc of a curve to the left having a radius of 255.00 feet and a central angle of 28°37'49" to end of curve;  
 S 66°20'17" E, 52.74 feet;  
 S 58°30'28" E, 70.59 feet to a point of curvature;  
 438.70 feet in a southeasterly direction along the arc of a curve to the right having a radius of 655.00 feet and a central angle of 38°22'30" to a point of tangency;  
 S 20°07'58" E, 423.07 feet to a point in the southeast line of said proposed Timberbriar Drive;  
 S 69°52'02" W, 20.00 feet along the southeast line of said proposed Timberbriar Drive;  
 S 20°07'58" E, 120.00 feet to a point in the southeast line of said 187.742 acre tract for the east corner of the herein described tract;

Thence: S 69°52'02" W, 3243.71 feet to a point in the northeast line of F.M. 471 for the southernmost point of the herein described tract and for the south corner of said 187.742 acre tract, and for a point of curvature whose tangent bears N 51°24'30" W;

Thence: 23.46 feet with the northeast line of F.M. 471 and with the arc of a curve to the left having a radius of 2904.93 feet and a central angle of 00°27'46" to end of curve;

Thence: N 69°52'02" E, 1032.66 feet to an angle point;

Thence: S 20°07'58" E, 4.00 feet to an angle point;

W 7783  
 M 600



Thence: N 69°52'02" E, 725.45 feet to a point in the southeast line of the proposed Great Northwest, Unit 3, subdivision and in the southwest line of a proposed 25.00 foot sanitary sewer easement;

Thence: with the northeast line of said proposed Great Northwest, Unit 3 subdivision as follows:  
 N 18°31'57" W, 103.73 feet;  
 S 71°28'09" W, 9.21 feet to a point of curvature whose tangent bears N 16°48'16" E;  
 52.60 feet with the arc of a curve to the left having a radius of 50.00 feet and a central angle of 60°16'31" to end of curve;  
 N 71°28'09" E, 2.55 feet to a point of curvature whose tangent bears N 24°27'46" W;  
 83.89 feet with the arc of a curve to the left having a radius of 395.00 feet and a central angle of 13°37'08" to a point of tangency;  
 N 38°04'54" W, 59.93 feet to a point of curvature;  
 84.19 feet with the arc of a curve to the right having a radius of 405.00 feet and a central angle of 11°54'39" to a point of tangency;  
 N 26°10'15" W, 16.26 feet;  
 S 63°49'45" W, 10.00 feet to a point of curvature whose tangent bears N 10°41'57" E;  
 58.36 feet with the arc of a curve to the left having a radius of 50.00 feet and a central angle of 66°52'32" to end of curve;  
 N 63°49'45" E, 6.70 feet;  
 N 26°10'15" W, 243.37 feet to a point in the southeast line of said proposed Timberwilde Drive;

Thence: along the southeast line of said proposed Timberwilde Drive as follows:  
 S 51°21'38" W, 130.78 feet to a point of curvature;  
 138.89 feet with the arc of a curve to the right having a radius of 430.00 feet and a central angle of 18°30'24" to a point of tangency;  
 S 69°52'02" W, 374.00 feet to a point of curvature;  
 9.42 feet with the arc of a curve to the left having a radius of 6.00 feet and a central angle of 90°00'00" to end of curve;  
 S 69°52'02" W, 60.00 feet to a point of curvature whose tangent bears N 20°07'58" W;  
 9.42 feet with the arc of a curve to the left having a radius of 6.00 feet and a central angle of 90°00'00" to a point of tangency;  
 S 59°52'02" W, 614.00 feet to a point of curvature;  
 343.40 feet with the arc of a curve to the left having a radius of 500.00 feet and a central angle of 37°21'02" to a point of tangency;  
 S 30°31'00" W, 304.72 feet to a point of curvature;

Thence: 38.99 feet with the arc of a curve to the left having a radius of 25.00 feet and a central angle of 89°21'24" to a point in the northeast line of F.M. 471 for a point of curvature whose tangent bears N 58°50'24" W;

Thence: along the northeast line of F.M. 471 as follows:  
 32.62 feet with the arc of a curve to the left having a radius of 2904.93 feet and a central angle of 00°38'36" to a point of tangency;  
 N 59°29'00" W, 77.10 feet to the point of beginning, containing 86.336 acres of land, more or less.

Vol 7783 PAGE 601

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

VOL 7783 PAGE 602

ARTICLE I

DEFINITIONS

Section 1.1. "Association" shall mean and refer to GREAT NORTHWEST COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas nonprofit corporation, its successors and assigns.

Section 1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 1.4 "Common Area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of the conveyance of the first lot to an owner who uses same for residential purposes is described as the following real property, together with any improvements hereinbefore or hereinafter constructed thereon:

7.273 acres of land out of a 187.742 acre tract described by Deed recorded in Volume 6971, Page 83, of the Deed Records of Bexar County, Texas, and out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, Bexar County, Texas, said 7.273 acres of land being more particularly described as follows to wit:

Beginning: at a point in the northeast line of the proposed Timber Path for the south corner of the herein described tract, said point being N 69°52'02" E, 1020.40 feet and N 20°07'58" W, 716.00 feet from an iron pin found in F.M. 471 (Culebra Road) for the south corner of said 187.742 acre tract;

Thence: with the northeast line of said proposed Timber Path and with the southwest line of the herein described tract as follows:  
 N 20°07'58" W, 306.76 feet to a point of curvature;  
 37.24 feet with the arc of a curve to the left having a radius of 780.00 feet and a central angle of 02°44'08" to a point for the west corner of the herein described tract and for end of curve;

Thence: with the northwest line of the herein described tract as follows:  
 N 67°07'54" E, 250.00 feet to an angle point;  
 N 49°49'50" E, 525.90 feet to a point in the southwest line of the proposed Great Northwest, Unit 1 Subdivision for the north corner of the herein described tract;

Thence: with the northeast line of the herein described tract and the southwest line of said proposed Great Northwest, Unit 1 subdivision as follows:  
 S 30°08'19" E, 180.38 feet to an angle point;  
 S 38°34'45" E, 239.62 feet to a point in the northwest line of the proposed Timberwilde Drive for the east corner of the herein described tract;

Thence: with the southeast line of the herein described tract and with the northwest line of said proposed Timberwilde Drive as follows:  
 S 51°21'38" W, 371.84 feet to a point of curvature;  
 119.51 feet with the arc of a curve to the right having a radius of 370.00 feet and a central angle of 18°30'24" to a point of tangency;  
 S 69°52'02" W, 374.00 feet to a point of curvature;  
 9.42 feet with the arc of a curve to the right having a radius of 6.00 feet and a central angle of 90°00'00" to the point of beginning, containing 7.273 acres of land, more or less.

Section 1.5 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of the properties with the exception of the common area.

Section 1.6 "Declarant" shall mean and refer to ROYAL CREST, INC., a Texas corporation, and TEXAS CENTRAL MORTGAGE CO., a Texas corporation, their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development. For the purpose of this Declaration, the term "development" shall mean the construction of residential buildings and consequently, an "undeveloped lot" shall be a lot upon which a residential building has not been constructed.

## ARTICLE II

### PROPERTY RIGHTS

Section 2.1 Owner's Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

VOL 7783 PAGE 603

Vol 7783  
Page 604

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded.

(d) The right of the association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the owners hereunder.

Section 2.2 Delegation of Use: Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3.2 The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 1986.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time

VOL 7783 PAGE 605

when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties; for the improvement and maintenance of the common area.

Section 4.3 Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Seventeen Dollars (\$117.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 6% by the vote or written assent of 66-2/3% of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4 Special Assessments for Capital Improvements:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair, or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 66-2/3% of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4: Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6 Date of Commencement of Annual Assessments - Due Dates: The annual assessments provided for herein shall commence as to each lot, on the first day of the month following the conveyance of the common area, or in the event construction of improvements situated thereon is not then completed, the first day of the month following such completion of construction. Notwithstanding the foregoing, each undeveloped lot which is owned by Declarant shall be assessed at the rate of one-fourth (1/4th) of the annual assessment hereinabove provided, until the first day of the month following the date on which such lot is first used for residential purposes. The first annual assessment shall be adjusted according to

VOL 7783 PAGE 607

the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

VOL 7783  
PAGE 608

Section 4.7 Effect of Nonpayment of Assessments - Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.



Section 4.8 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.9 Exempt Property: All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE V

#### ARCHITECTURAL CONTROL

Section 5.1 No building, fence, well or other structure shall be commenced, erected or maintained upon a lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of Wayne T. Nance, Jack Smith and Richard D. Lenzen, or a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to appoint a successor member or members who shall thereupon succeed to

Vol. 7783  
Page 609

the powers and authorities of the members so replaced. In the event said committee or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be vague, indefinite, uncertain and capable of more than one construction. All decisions of such committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. The powers and duties of such committee and of its designated representative, and the requirements of this covenant shall cease on or before January 1, 1986, provided, however, that at that time the then record owners of a majority of the lots in the properties controlled by these covenants shall have the power through a duly recorded written instrument to extend the operation of this covenant for any additional period of time, and in connection with such extension shall have the power to remove any committee member or members and replace them with other members, or to withdraw from the committee any of its powers and duties. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE VI

USE RESTRICTIONS

The lots and the common area shall be occupied and used as follows:

Section 6.1 Obstruction of Common Area: There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the Board of Directors of the Association.

Section 6.2 Insurance: Nothing shall be done or kept in the common areas which will increase the rate of insurance on the common area, without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in the common area which will result in the cancellation of insurance on any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.

Section 6.3 Nuisances: No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the other owners. Any owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

Section 6.4 Use of Land: The lots shall be used for private dwelling purposes only. No store or business house, no gas or oil or automobile service station, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling units and such outbuildings as are customarily appurtenant to dwellings, each unit being designed to occupancy for a single family. No residence of temporary character shall be permitted on any lot.

No shack, basement, garage, trailer, tent, barn or other outbuilding, erected on or moved onto any lot in the subdivision shall at any time be used as a residence, as living quarters by servants engaged on the premises, or anyone, after completion of the main building.

Section 6.5 Lot Area and Frontage: Every dwelling erection on any lot shall front or present a good frontage on the street on which said lot fronts. Dwellings on corners shall have a presentable frontage on all streets on which the particular corner lot abuts. No dwelling shall be erected on any lot having an area of less than 6000 square feet, nor a frontage of less than 54 linear feet at the minimum set back on the street on which the lot fronts, unless such lot is platted as a separate lot in the aforesaid plat.

Section 6.6 Size Dwelling: No dwelling, exclusive of open porches, garages, carports or patios, shall be permitted on any lot at a cost of less than \$27,500, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the 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 permitted dwelling size. The entire floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1100 square feet for single family houses, nor less than 1350 square feet for a two-story structure. The front elevation of the exterior of all dwellings, exclusive of openings and trim, shall be composed of masonry. All side walls of each dwelling structure situated on a corner lot which face or front on side streets shall be composed of masonry from the ground to the top of first floor window height, exclusive of openings and trim. For the purpose of these restrictions, masonry includes stucco and all materials commonly referred to in the San Antonio building industry as masonry.

Section 6.7 Outbuilding Requirements: Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant, and shall

be of the same exterior materials, both walls and roof, as such dwelling. No outbuilding shall exceed the dwelling to which it is appurtenant in height or number of stories.

Section 6.8 Building Location: No building shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as 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.

Section 6.9 Signs: No signs of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than one square foot, one sign of size not more than five square feet advertising the property for sale or rent, or signs used by a builder advertising the property during construction and sales period.

Section 6.10 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 any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

Section 6.11 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.

VOL 7783 PAGE 613

Section 6.12 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste materials 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.

Section 6.13 Fences, Walls, Hedges: In order to insure general uniformity of appearance of those fence sections that can be viewed from a street, any and all fences erected on areas readily apparent and visible from streets [e.g., between dwellings, i.e., separating front and rear yards] and on all corner lots along that portion of side or rear yards fronting on side streets] shall be six-foot privacy fences composed of wood and/or masonry. No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house, not including decorative walls or fences with a rural character (i.e., cedar post and barbed wire, sheep wire, chicken wire, etc.) will be permitted on any lot. In no case shall a yard fence be forward of the 25-foot setback line. No existing dwelling shall be moved onto any lot in this subdivision.

Section 6.14 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or 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. The owner of the property upon which a utility easement is located may use it for lawn purposes. Fencing across the easement shall be permitted, but gates along the side lot lines must be provided. The gates shall be at least as wide as the easement, and shall be capable of being opened and closed at all times. These gates shall be secured in the center by a drop rod or some similar device which does not obstruct free passage over the easement. The drop rod may be lowered into a drop rod keeper installed so as to be flush with the ground level. No permanent type center pole for the gates may be erected on the easement. The gates provided for herein shall remain unlocked at all times.

There is hereby created five-foot-wide easements for drainage purposes on, over, and across the rear lot lines and three-foot-wide easements for drainage purposes on, over and across the side lot lines of each and every lot in this subdivision.

Section 6.15 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 intersections of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersections 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 sight lines.

Section 6.16 Mobile Homes: No mobile home, travel trailer, 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.

VOL 7783 PAGE 616

ARTICLE VII

EASEMENTS

Section 7.1. Construction: Each lot and the property included in the common area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 7.2. Utility, Emergency and Association: There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the common area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter



in or to cross over the common area and any lot to perform the duties of maintenance and repair of the common area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, poles, electrical lines, water lines or other utilities may be installed or relocated on said property except as initially programmed and approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement of said property without conflicting with the terms hereof, but in no event shall Declarant's rights hereunder include the right to grant easements under, through or over an improvement or a proposed building site. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

#### ARTICLE VIII

#### GENERAL PROVISIONS

Section 8.1 Enforcement: The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 8.3 Amendments: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration

VOL 7783 PAGE 617

is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Deed Records of Bexar County, Texas.

Section 8.4 Annexation:

(a) Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

(b) Additional land within the area described by metes and bounds on Exhibit A attached hereto, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and/or the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 8.5. FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant

herein, has hereunto set its hand and seal this 24<sup>TH</sup> day MARCH, 1970.

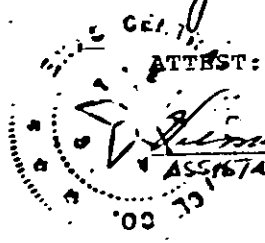


Jerome Schorn  
Secretary

ROYAL CREST, INC.

BY: Wayne T. Nance  
WAYNE T. NANCE

TEXAS CENTRAL MORTGAGE CO.



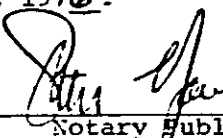
BY: R.D. Lenzel  
R.D. LENZEL, VICE-PRESIDENT

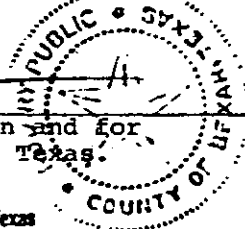
DECLARANT

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared WENNE T. HANCE, PRESIDENT of ROYAL CREST, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office on this, the 24<sup>th</sup> day of MARCH, 1976.

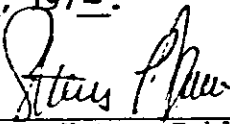
  
Notary Public in and for  
Bexar County, Texas.  
STEVEN L. TORRANCE  
Notary Public, Bexar County, Texas

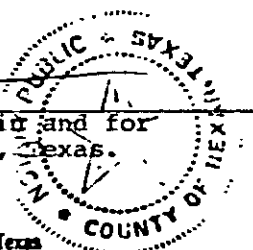


STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared R. D. LENZER, VICE-PRESIDENT of TEXAS CENTRAL MORTGAGE CO., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office on this, the 24<sup>th</sup> day of MARCH, 1976.

  
Notary Public in and for  
Bexar County, Texas.  
STEVEN L. TORRANCE  
Notary Public, Bexar County, Texas



VOL 7783 PAGE 619

BRINK TRACT:

272.449 acres of land, more or less, being a residual tract out of 149 acre tract described by Deed recorded in Volume 1188, Page 361, Deed Records of Bexar County, Texas, also being a 101.66 acre tract described by Deed recorded in Volume 3077, Page 383, Deed Records of Bexar County, Texas, and a 50.83 acre tract described by Deed recorded in Volume 1999, Page 337, Deed Records of Bexar County, Texas, being out of the Domingo Perez Survey No. 190, Abstract 578, County Block 4447, and out of the A. H. Young Survey No. 188, Abstract 826, County Block 4418, and being further described as follows to wit:

Vol 7783  
Page 620

BEGINNING at an iron pin set in the South line of said 101.66 acre tract, said point also being in the North line of F.M. 471 and 2143.00 feet in a Northwesterly direction from the cut back line at the Northwest intersection of F.M. 471 and Tezel Road;

THENCE along the North line of F.M. 471 with a fence as follows:

N 66° 32' 54" W, 1351.40 feet to a Texas Highway Department concrete monument found for a point of curvature;

283.64 feet along the arc of a curve to the left having a radius of 5769.65 feet and a central angle of 02° 49' 00" to a Texas Highway Department concrete monument found for a point of tangency;

N 69° 21' 54" W, 1155.82 feet to a Texas Highway Department concrete monument found for a point of curvature;

232.00 feet along the arc of a curve to the left having a radius of 2332.01 feet and a central angle of 05° 42' 00" to an iron pin set;

THENCE N 04° 25' 59" E, 1488.27 feet along the West line of the herein described tract with a fence to an iron pin set for the Northwest corner of same;

THENCE along the North line of the herein described tract with a fence as follows:

S 86° 03' 21" E, 1629.21 feet to an iron pin found;

S 85° 41' 55" E, 2013.40 feet to an iron pin set;

S 85° 52' 38" E, 1946.25 feet to an iron pin found in the West line of Tezel Road for the Northeast corner of the herein described tract;

THENCE S 08° 02' 43" W, 2403.33 feet along the West line of Tezel Road with a fence to an iron pin set for the Southeast corner of the herein described tract;

THENCE along the South line of the herein described tract with a fence as follows:

N 86° 10' 19" W, 523.97 feet to an iron pin set;

N 86° 06' 10" W, 541.28 feet to an iron pin set;

N 85° 58' 07" W, 1488.69 feet to the POINT OF BEGINNING.

EXHIBIT "A"

Tract I of Hamer Tract A

45.042 acres of land, more or less, out of a 50.000 acre tract described and recorded in Volume 7, Pages 14-15, of the 94th District Court Minutes, Bexar County, Texas, and out of the Elizabeth Plunkett Survey No. 72, Abstract No. 573, County Block 4433, Bexar County, Texas, said 45.042 acres of land being more particularly described as follows to-wit:

BEGINNING at an iron pin found on the Northeast line of Highway F.M. 471 and on the South line of said 50 acre tract, said point also being the Southwest corner of the herein described tract;

THENCE N 61° 08' 57" W, 732.80 feet along the Northeast line of Highway F.M. 471 with a fence to the Northwest corner of the herein described tract;

THENCE N 70° 18' 26" E, 3816.56 feet along the Northwest line of the herein described tract to the Northeast corner of same;

THENCE S 19° 40' 40" E, 544.43 feet with a fence along the Northeast line of the herein described tract to an iron pin found at a fence corner for the Southeast corner of same;

THENCE S 69° 28' 06" W, 325.80 feet with a fence along the Southeast line of the herein described tract to an iron pin found;

THENCE S 70° 18' 26" W, 3005.50 feet with a fence along the Southeast line of the herein described tract to the POINT OF BEGINNING.

SAVE AND EXCEPT 5.066 acres of land out of a 50.000 acre tract described and recorded in Volume 7, Pages 14-15, of the 94th District Court Minutes, Bexar County, Texas, and out of the Elizabeth Plunkett Survey No. 72, Abstract No. 573, County Block 4433, Bexar County, Texas said 5.066 acres of land being more particularly described as follows to-wit:

BEGINNING at a point for the East corner of the herein described tract, said point also being the East corner of said 50.000 acre tract;

THENCE S 69° 28' 06" W, 325.80 feet with the Southeast line of said 50.000 acre tract to an angle point;

THENCE S 70° 18' 26" W, 77.36 feet with the Southeast line of said 50.000 acre tract to a point for the South corner of the herein described tract;

THENCE N 19° 41' 34" W, 549.20 feet to a point in the Northwest line of said 50.000 acre tract for the West corner of the herein described tract;

THENCE N 70° 18' 26" E, 403.26 feet with the Northwest line of said 50.000 acre tract to a point for the North corner of the herein described tract, said point also being the North corner of said 50.000 acre tract;

THENCE S 19° 40' 40" E, 544.43 feet with the Northeast line of said 50.000 acre tract to the POINT OF BEGINNING.

Tract II of Hamer Tract A

54.958 acres of land, more or less, out of a 160.000 acre tract described by Deed recorded in Volume 1749, Page 559, of the Deed Records, Bexar County, Texas, out of the Elizabeth Plunkett Survey No. 72, Abstract No. 573, County Block 4433, Bexar County, Texas, said 54.958 acres being more particularly described as follows to-wit;

BEGINNING at a point on the Northeast line of FM Highway 471, said point also being on the North line of a 50.000 acre tract described and recorded in Volume 7, Pages 14-15, of the 94th District Court Minutes, Bexar County, Texas, and on the South line of said 160.000 acre tract;

THENCE N 61° 08' 57" W, 267.92 feet with a fence along the Northeast line of F.M. Highway 471 to an angle point;

VOL 7783 PAGE 621

THENCE N 70° 18' 26" E, 2853.69 feet to an angle point;

wa 7783 PAGE 622

THENCE N 19° 41' 34" W, 1408.69 feet to an angle point;

THENCE N 69° 52' 02" E, 1138.07 feet with a fence along the South line of a 187.742 acre tract described by Deed recorded in Volume 6971, Page 83, of the Deed Records, Bexar County, Texas, to an iron pin found for the Northeast corner of said 160.000 acre tract;

THENCE with a fence along the East line of said 160.000 acre tract the following:

S 19° 47' 25" E, 1341.31 feet to an iron pin found;

S 19° 40' 40" E, 276.92 feet to the Southeast corner of said 160.000 acre tract;

THENCE S 70° 18' 26" W, 3816.56 feet along the South line of said 160.000 acre tract and the North line of said 50.000 acre tract to the POINT OF BEGINNING.

SAVE AND EXCEPT 14.934 acres of land, more or less, out of a 160.000 acre tract described by Deed recorded in Volume 1749, Page 559, of the Deed Records, Bexar, County, Texas, out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, Bexar County, Texas, said 14.934 acres being more particularly described as follows, to-wit:

BEGINNING at a point in the Northeast line of said 160.000 acre tract for the North corner of the herein described tract, said point also being the East corner of a 187.742 acre tract described by Deed recorded in Volume 6971, Page 83, of the Deed Records of Bexar County, Texas;

THENCE S 19° 47' 25" E, 1341.31 feet with the Northeast line of said 160.000 acre tract to an angle point;

THENCE S 19° 40' 40" E, 276.92 feet with the Northeast line of said 160.000 acre tract to a point for the East corner of the herein described tract, said point also being the East corner of said 160.000 acre tract;

THENCE S 70° 18' 26" W, 403.26 feet with the Southeast line of said 160.000 acre tract to a point for South corner of the herein described tract;

THENCE N 19° 41' 34" W, 1615.15 feet to a point in the South line of said 187.742 acre tract;

THENCE N 69° 52' 02" E, 401.07 feet with the South line of said 187.742 acre tract to the POINT OF BEGINNING.

HANER TRACT B:

TRACT I of Haner Tract B

5.066 acres of land, more or less, out of a 50.000 acre tract described and recorded in Volume 7, Pages 14-15, of the 94th District Court Minutes, Bexar County, Texas, and out of the Elizabeth Plunkett Survey No. 72, Abstract No. 573, County Block 4433, Bexar County, Texas, said 5.066 acres of land being more particularly described as follows to-wit:

BEGINNING at a point for the East corner of the herein described tract, said point also being the East corner of said 50.000 acre tract;

THENCE S 69° 28' 06" W, 325.80 feet with the Southeast line of said 50.000 acre tract;

THENCE S 70° 18' 26" W, 77.36 feet with the Southeast line of said 50.000 acre tract to a point for the South corner of the herein described tract;

THENCE N 19° 41' 34" W, 549.20 feet to a point in the Northwest line of said 50.000 acre tract for the West corner of the herein described tract;

THENCE N 70° 18' 26" E, 403.26 feet with the Northwest line of said 50.000 acre tract to a point for the North corner of the herein described tract, said point also being the North corner of said 50.000 acre tract;

THENCE S 19° 40' 40" E, 544.43 feet with the Northeast line of said 50.000 acre tract to the POINT OF BEGINNING.

TRACT II of Eaner Tract B

14.934 acres of land, more or less, out of a 160.00 acre tract described by Deed recorded in Volume 1749, Page 559, of the Deed Records of Bexar County, Texas, out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, Bexar County, Texas; said 14.934 acres being more particularly described as follows to-wit:

BEGINNING at a point in the Northeast line of said 160.00 acre tract for the North corner of the herein described tract, said point also being the East corner of a 187.742 acre tract described by Deed recorded in Volume 6971, Page 83, of the Deed Records of Bexar County, Texas;

THENCE S 19° 47' 25" E, 1341.31 feet with the Northeast line of said 160.00 acre tract to an angle point;

THENCE S 19° 40' 40" E, 276.92 feet with the Northeast line of said 160.00 acre tract to a point for the East corner of the herein described tract, said point also being the East corner of said 160.00 acre tract;

THENCE S 70° 18' 26" W, 403.26 feet with the Southeast line of said 160.00 acre tract to a point for the South corner of the herein described tract;

THENCE N 19° 41' 34" W, 1615.15 feet to a point in the South line of said 187.742 acre tract;

THENCE N 69° 52' 02" E, 401.07 feet with the South line of said 187.742 acre tract to the POINT OF BEGINNING.

GUSSEN TRACT:

413.358 acres of land out of the J. M. Hernandez Survey No. 186, out of the M. G. de los Santos Survey No. 82, and out of a 409.47 acre tract described by Deed in Volume 2583, Page 169, of the Deed Records of Bexar County, Texas, and being more particularly described as follows to wit:

Beginning: At an iron pin set for the South corner of the herein described tract at a fence corner on the Southeast line of Tezel Road, said line also being the Northwest line of a 190.00 acre tract described by Deed in Volume 1389, Page 492, of the Deed Records of Bexar County, Texas, said point is located 593.97 feet along the Southeast line of Tezel Road from the cut-back line at the Southeast intersection of Culebra Road and Tezel Road;

VOL 7783  
PAGE 623

VOL 7783 PAGE 624

Thence: Along the Southeast line of Tezel Road with a fence as follows:

N 07°55'38" E, 1614.63 feet to an iron pin set at an angle point;

N 08°45'20" E, 2506.64 feet to an iron pin set at an angle point;

N 82°50'08" E, 47.77 feet to an iron pin set at an angle point;

N 01°09'08" E, 291.50 feet to an iron pin set at an angle point;

N 46° 17'03" E, 18.<sup>34</sup><sub>35</sub> feet to an iron pin set at an angle point;

S 85°57'24" E, 587.05 feet to an iron pin set at an angle point;

N 85°36'42" E, 29.67 feet to an iron pin found at the Northwest corner of a 7.08 acre tract described by Deed in Volume 5899, Page 559 of the Bexar County Deed Records;

Thence: S 00°48'48" W, 625.90 feet along the West line of the said 7.08 acre tract with a fence to an iron pin found for the Southwest corner of the 7.08 acre tract;

Thence: S 89°14'17" E, 417.34 feet along the South line of the said 7.08 acre tract with a fence to an iron pin found for the Southeast corner of the 7.08 acre tract;

Thence: N 00°52'30" E, 738.<sup>37</sup><sub>36</sub> feet along the East line of the said 7.08 acre tract with a fence to an iron pin found for the Northeast corner of the said 7.08 acre tract;

Thence: S 86°36'45" E, 2292.38 feet along the North line of the herein described tract with a fence to an iron pin found at an angle point;

Thence: S 85°39'13" E, 2044.78 along the North line of the herein described tract to an iron pin set at an angle point;

Thence: S 87°17'20" E, 286.40 feet along the North line of the herein described tract with a fence to an iron pin set at a fence corner for the Northeast corner of same;

Thence: S 11°30'06" W, 1406.24 feet along the East line of the herein described tract with a fence to an iron pin set at an angle point;

Thence: S 04°27'44" W, 584.03 feet along the East line of the herein described tract with a fence to an iron pin found at a fence corner for the Southeast corner of same;

Thence: S 70°04'16" W, 1004.51 feet along the Southeast line of the herein described tract with a fence to an iron pin set at a fence corner at the North corner of the 190.00 acre tract;

Thence: S 69°53'53" W, 5376.30 feet along the Northwest line of the 190.00 acre tract to the point of beginning containing 412 358 acres of land more or less



NICHALCZAK TRACT:

187.742 acres of land out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, being out of a 190.000 acre tract described in Deed recorded in Vol. 1369 page 497, Deed Records of Bexar County, Texas, being all of the 188.991 acre tract described below except a tract of 1.249 acres being retained by grantors as described below, said 188.991 acre tract being described as follows:

Beginning at an iron pin set for the south corner of the herein described tract in the northeast line of Culebra Road (F. H. Highway 471) and in the fenced southeast line of the said 190.000 acre tract;

Thence 409.41 feet along the northeast line of Culebra Road and with the arc of a curve to the left, having a radius of 2904.93 feet and a central angle of 06° 04' 30" to a point from which the radius point of said curve bears N. 38° 35' 30" E;

Thence N. 59° 29' 00" W. 1309.80 feet along the northeast line of Culebra Road to a point;

Thence 181.10 feet along the northeast line of Culebra Road and with the arc of a curve to the right, having a radius of 2824.93 feet and a central angle of 03° 40' 23" to a point in the cut-back line at the northeast corner of the intersection of Culebra Road and Tezel Road;

Thence N. 07° 27' 00" E. 45.8 feet along the said cut-back line of Culebra Road and Tezel Road to a point in the southeast line of Tezel Road;

Thence N. 70° 21' 22" E. 593.97 feet along the southeast line of Tezel Road to an iron pin set in the northwest line of the said 190.000 acre tract at the south corner of a 409.470 acre tract described in Deed recorded in Vol. 2583 page 169, Deed Records of Bexar County, Texas;

Thence N. 69° 53' 53" E. 5376.30 feet along the fenced southeast line of the said 409.470 acre tract to an iron pin set at the north corner of the said 190.000 acre tract for the north corner of the herein described tract;

Thence S. 19° 46' 26" E. 1522.93 feet along the fenced northeast line of the said 190.00 acre tract to an iron pin set for the east corner of the herein described tract;

Thence S. 69° 52' 02" W. 4804.72 feet along the fenced southeast line of the said 190.00 acre tract to the place of beginning;

SAVE AND EXCEPT the following described 1.249 acre tract which is being retained by grantors and which is excepted from this conveyance:

Beginning at a point in the northeast line of Culebra Road (F. H. Highway 471), for the south corner of the herein described tract, said point being 1206.49 feet along the northeast line of Culebra Road from the south corner of the 188.991 acre tract;

Thence N. 59° 29' 00" W. 14.03 feet along the northeast line of Culebra Road to a point;

Thence N. 26° 25' 57" E. 307.34 feet along the northeast line of a 14 foot lane to an iron pin set;

Thence N. 16° 34' 08" W. 28.08 feet along the southwest line of the herein described tract to an iron pin set;

Thence N. 68° 34' 08" W. 171.14 feet along the southeast line of the herein described tract to an iron pin set for the west corner of same;

Thence N. 26° 25' 57" E. 162.51 feet along the northwest line of the herein described tract to an iron pin set for the north corner of same;

RECORDERS MEMORANDUM  
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VOL 7783 PAGE 625

Thence S. 63° 34' 03" E. 305.20 feet along the northeast line of the herein described tract to an iron pin set for the east corner of same;  
 Thence S. 26° 25' 57" W. 162.51 feet along the southeast line of the herein described tract to an iron pin set for the most easterly southeast corner of same;  
 Thence N. 63° 34' 03" W. 94.06 feet along the southwest line of the herein described tract to an iron pin set;  
 Thence S. 71° 25' 57" W. 8.49 feet to an iron pin set in the southeast line of a 14 foot lane;  
 Thence S. 26° 25' 57" W. 322.34 feet along the southeast line of said lane to the place of beginning, containing 1.249 acres of land, more or less.

**SCHULZE TRACT:**

326.784 acres out of the G. W. Lewis Survey No. 189, County Block 4416 and the Domingo Perez Survey No. 190, County Block 447, Bexar County, Texas; more particularly described as follows:

**BEGINNED** at a point in a curve having a radius of 2332.01 feet and being the new North right-of-way line of F.M. Road 471 (Culebra Road), said point being in the division line between the A. H. Young Survey No. 188 and the above mentioned G. W. Lewis Survey No. 189;

**THENCE** Westerly along the new North right-of-way line of F. M. Road 471 (Culebra Road) and curve to the left 924.97 feet to the P. T. of said curve;

**THENCE** S 82° 30' 27" W, 1912.82 feet and S 83° 18' 39" W, 101.92 feet to the P. C. of a curve to the left having a radius of 1382.70 feet;

**THENCE** with the arc of curve to the left 679.33 feet to a point;

**THENCE** leaving the new North right-of-way line of said F. M. Road 471 (Culebra Road), along existing fence line, as follows:

E 09° 21' 23" W, 302.74 feet;	N 00° 01' 10" W, 333.48 feet;
N 24° 03' 37" W, 725.14 feet;	N 61° 01' 43" W, 101.85 feet;
N 40° 04' 52" W, 232.48 feet;	N 12° 44' 01" E, 105.79 feet;
N 05° 56' 26" E, 91.45 feet;	N 03° 25' 19" E, 33.05 feet;
N 02° 59' 22" E, 175.50 feet;	N 07° 23' 48" E, 871.48 feet;
S 85° 35' 30" E, 2526.05 feet;	S 85° 31' 25" E, 169.19 feet;
S 85° 48' 03" E, 1528.87 feet;	S 85° 19' 45" E, 1719.69 feet;
S 85° 01' 36" E, 325.32 feet;	S 85° 01' 52" E, 206.31 feet;
S 85° 40' 45" E, 483.71 feet;	S 85° 42' 11" E, 1738.20 feet;
S 03° 29' 10" W, 841.27 feet;	S 85° 40' 34" E, 1166.82 feet;

to a point in the West right-of-way line of Tezel Road;

**THENCE** S 03° 00' 40" W, along the West right-of-way line of Tezel Road, 35.27 feet to a point;

**THENCE** with existing fence line as follows:

E 85° 39' 43" W, 1167.06 feet;	N 85° 44' 46" W, 594.56 feet;
N 84° 54' 36" W, 336.50 feet;	N 85° 43' 39" W, 990.65 feet;
N 85° 22' 46" W, 872.24 feet;	N 85° 51' 05" W, 1630.53 feet;
S 04° 38' 22" W, 1494.83 feet to the POINT OF BEGINNING;	

**BROWN TRACT:**

194.132 acres of land out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, and said 194.132 acres of land being described by metes and bounds as follows:

BEGINNING at an iron pin in the north line of Grissom Road, at its intersection with fence line on the east side of a 117.967 acre tract conveyed by Marie T. Grissom and John J. Grissom to R. W. Ingram and H. B. Ingram by deed dated the 25th day of April, 1956 and recorded in Volume 3863, Pages 233, 239 and 240 of the Bexar County Deed Records, Bexar County, Texas;

THENCE S 70° 33' 15" W, along the north line of Grissom Road, 509.20 feet to a point;

THENCE S 70° 01' 36" W, and continuing along the north line of Grissom Road, at 313.20 feet pass the southeasterly corner of an original 114.14 acre tract conveyed to O. H. Brown by Marie T. Grissom by deed dated September 29th, 1943, and recorded in Volume 1993, Page 355, Bexar County Deed Records, at a total distance of 1393.04 feet the P. C. of a curve to the right having a central angle of 35° 18' 07", a radius of 1870.08 feet and tangent of 595.06 feet;

THENCE westerly and continuing along the north line of Grissom Road and arc of curve to the right, 1152.22 feet to the P. T. of said curve;

THENCE N 74° 40' 16" W, and continuing along the north line of Grissom Road, 1061.80 feet to fence corner;

THENCE N 56° 46' 04" E, along the northerly line of the above mentioned original 114.14 acre tract, 3004.44 feet to the most northerly corner of the said original 114.14 acre tract;

THENCE along the northerly and easterly boundary of the above mentioned 117.967 acre tract as follows: N 55° 56' 41" E, 326.05 feet; N 33° 13' 52" W, 821.10 feet; N 56° 32' 50" E, 1701.17 feet; N 57° 40' 54" E, 308.00 feet; N 57° 39' 21" E, 475.04 feet; S 40° 05' 20" E, 53.64 feet; S 40° 30' 59" E, 240.87 feet; S 34° 19' 51" E, 50.31 feet; S 65° 45' 26" E, 490.69 feet; S 11° 15' 39" W, 1334.48 feet; S 05° 03' 54" W, 42.35 feet; S 03° 53' 10" E, 13.57 feet; S 70° 33' 01" W, 1132.22 feet and S 08° 54' 51" E, 1268.54 feet to the point of beginning and containing 194.132 acres more or less.

**SLOAN TRACT:**

6.334 acres of land, more or less, out of the J. N. Hernandez Survey No. 186, Abstract 316, County Block 4423, and the Maria C. de los Santos Survey No. 32, Abstract 664, County Block 4445, Bexar County, Texas, and out of the 7.03 acre tract described by Deed recorded in Volume 5039, Pages 552-559, Deed Records, Bexar County, Texas, said 6.334 acres of land being further described as follows to wit:

beginning at a point for the most northerly corner of the herein described tract, said point being an angle point in the fence along the East line of Cecil Road approximately 7152.60 feet in a southerly direction from the South line of Gilbane Road;

THENCE S 23° 41' 27" E, 46.20 feet to an angle point;

THENCE S 04° 52' 40" E, 237.72 feet to a point for the Northeast corner of the herein described tract;

THENCE S 21° 52' 30" W, 701.25 feet to a point for the Southeast corner of the herein described tract;

THENCE N 29° 14' 17" W, 417.31 feet to a point for the Southwest corner of the herein described tract;

THENCE with the West line of the herein described tract as follows:

- N 00° 00' 00" E, 212.60 feet to an angle point;
- S 00° 15' 52" E, 149.13 feet to an angle point;
- N 00° 39' 23" E, 239.10 feet to an angle point;
- N 00° 31' 10" W, 152.60 feet to an angle point;
- N 00° 49' 40" E, 255.60 feet to a point for the Northwest corner of the herein described tract;

THENCE with the Northwest line of the herein described tract as follows:

- N 00° 00' 00" E, 112.21 feet to an angle point;
- N 51° 17' 01" E, 47.60 feet to an angle point;
- N 70° 17' 36" E, 20.24 feet to the point of beginning.

RECORDERS MEMORANDUM  
All or parts of the text on this page was not  
clearly legible for satisfactory recordings

VOL 7783 PAGE 627

FILED IN MY OFFICE  
JAMES W. WRIGHT  
COUNTY CLERK BEAR CO.

1976 MAR 24 PM 2:52

*AM*

Please return to:

**RICHARD KERR**

**FOSTER, LEWIS, LANGREY, GRONER & BANACK**

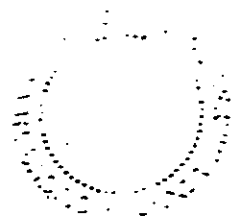
**1655 FROST BANK TOWER  
SAN ANTONIO, TEXAS 78205**

STATE OF TEXAS  
COUNTY OF BEAR  
I hereby certify that this instrument was FILED on the  
date and at the time stamped herein by me and was duly  
RECORDED in the Volume and Page of the INDEXED RECORDS  
of Bear County, Texas, as stated herein by me.

MAR 25 1976



*James W. Wright*  
COUNTY CLERK  
BEAR COUNTY, TEXAS



# Appendix H-1



LT1-77-20040255499-1



LT2-11066-83-17

**CERTIFICATE OF ANNEXATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**TIMBERWILDE SUBDIVISION**

**SCANNED**

WHEREAS, by Declaration of Covenants, Conditions and Restrictions dated March 24, 1976, and recorded in Volume 7783, Pages 598, et. seq., of the Official Public Records of Real Property of Bexar County, Texas, reference to which record is here made for all purposes (such instrument and any amendments thereto being collectively referred to as the "Umbrella Declaration"), ROYAL CREST, INC. and TEXAS CENTRAL MORTGAGE CO. subjected certain real property described in the Declaration to certain covenants, conditions and restrictions; and,

WHEREAS, several units of single-family residential subdivisions have been heretofore annexed within the scope and purview of the Umbrella Declaration; and,

WHEREAS, PULTE HOMES, the owner of property adjacent to other property presently within the scope and purview of the Umbrella Declaration, such adjacent property being more particularly described on Exhibit A attached hereto and incorporated herein by reference, now desires to designate and annex such property within the scope and purview of the Umbrella Declaration, and the Great Northwest Community Improvement Association, Inc. (the "Association"), desires to accept such adjacent property into its jurisdiction for all purposes;

NOW, THEREFORE, PULTE HOMES, hereby declares that the following described property is hereby annexed, effective immediately, and shall be held, sold and conveyed subject to all easements, restrictions, covenants, terms and conditions which are set forth in the Umbrella Declaration and any amendments thereto, except as otherwise set forth in this Certificate of Annexation, to-wit:

- (a) The following property is hereby annexed as additional "Lots" as that term is defined in the Umbrella Declaration:

Being a 11.328 acres of land located in New City Block 18792, City of San Antonio, Texas and being out of a 11.382 acre tract of land as recorded in Volume 9835, Page 152 of the Real Property Records of Bexar County, Texas, and further described as Lots 24 through 87, New City Block 18792, Block 92, TIMBERWILDE SUBDIVISION as shown on Plat 030333 recorded in Volume 9559, Page 183, Deed and Plat Records, Bexar County, Texas;

- (b) Notwithstanding such annexation, use restrictions for the additional Lots shall be governed by a Declaration of Use Restrictions specifically covering the Lots duly recorded in the Official Public Records of Real Property of Bexar County, Texas, contemporaneously herewith, rather than by any use restrictions contained in Article VI of the Umbrella Declaration;

- (c) By virtue of such annexation, the owner of any Lot shall automatically be a member of the Association, such membership being mandatory during the period of such owner's ownership of a Lot; and, in connection therewith, such owner shall be liable for assessments and other monetary charges prescribed by the terms of the Umbrella Declaration and shall be entitled to certain voting rights and rights to use common facilities owned by the Association, as set forth in the Umbrella Declaration;

- (d) Notwithstanding such annexation and the foregoing, there shall be a moratorium on any and all assessments attributable to undeveloped Lots (i.e., those Lots upon which no dwelling has been completed and the lot has not been sold to the first home purchaser) until September 1, 2004. Thereafter, the owner of any undeveloped Lot in the subdivision shall be obligated to pay annual assessments, including pro rata portions thereof, at the rate of twenty-five percent (25%) of the normal annual assessment until the completed dwelling situated on such Lot has been sold to the first home purchaser; and,
- (e) The Architectural Control Committee created by the Umbrella Declaration (Umbrella Committee) shall not have primary jurisdiction over any Lot described in Exhibit A until such time as such Lot has been improved with a single-family dwelling and has been sold to the first home purchaser. Notwithstanding this provision, the Umbrella Committee shall have the full authority to, at any time, overrule any decision made by any Architectural Control Committee created by Pulte Homes (Developer's Committee), if the Umbrella Committee views said decision as being inconsistent with the Umbrella Declaration or the policies and decisions of the Umbrella Committee. To this end, the Developer's Committee will promptly provide copies of all construction and similar applications and related documents to the Umbrella Committee. The Developer's Committee shall also provide the Umbrella Committee with copies of the Developer's Committee's decisions promptly after said decisions are made. The Developer's Committee's decisions shall not be communicated to applicants until the Umbrella Committee has reviewed said decisions, and said review shall not be unreasonably delayed.

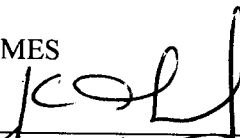
By its execution hereof, the Association acknowledges and agrees that its Board of Directors has determined that it is in the best interests of its members to accept the aforesaid property within the jurisdiction of the Association, pursuant to the provisions herein contained, with all owners of residences therein situated having full membership rights in the Association subject to their payments of assessments and other charges imposed by the Association from time to time in accordance with the terms of the Umbrella Declaration, as modified hereby.

DATED as of 8/31, 2004.

APPROVED AND AGREED TO

PULTE HOMES

By

  
Name: Kenneth J. Drotal  
Title: Controller

APPROVED AND AGREED TO:

GREAT NORTHWEST COMMUNITY  
IMPROVEMENT ASSOCIATION, INC.

By: *Jason Kelly*  
Name: Jason J. Kelly  
Title: Chairman, Board of Directors

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR §

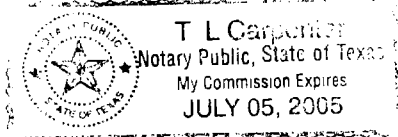
This instrument was acknowledged before me on Sep 1, 2004, by  
Kenneth Dreckal, Controller (title) of PULTE HOMES.



*Michele Ross*  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on November 1, 2004, by  
Jason J Kelly, Chairman, BOD (title) of GREAT NORTHWEST COMMUNITY  
IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



*T L Carpenter*  
Notary Public, State of Texas



**EXHIBIT A**

Legals Description of Lots Covered by  
Certificate of Annexation of Declaration of Covenants, Conditions, and Restrictions

**TIMBERWILDE SUBDIVISION**

Lots 24 through 87, New City Block 18792, Block 92, TIMBERWILDE SUBDIVISION as shown on Plat 030333 recorded in Volume 9559, Page 183, Deed and Plat Records, Bexar County, Texas Being a 11.328 acres of land located in New City Block 18792, City of San Antonio, Texas and being out of a 11.382 acre tract of land as recorded in Volume 9835, Page 152 of the Real Property Records of Bexar County, Texas.

**DECLARATION OF USE RESTRICTIONS  
FOR  
GREAT NORTHWEST**

THAT, Pulte Homes, a Texas Corporation ("Declarant"), being the owner of all of certain lots situated within that certain subdivision being platted as GREAT NORTHWEST SUBDIVISION, UNIT 1, and to be known as "Timberwilde" (hereinafter called the "Subdivision"), such lots being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and desiring to make the Subdivision an integral part of a Planned Unit Development known as the "Great Northwest," which is governed by an Umbrella Declaration hereinafter defined, and further desiring to create and carry out a uniform plat for the improvement, development and sale of such subdivided lots situated in the Subdivision (each said subdivided lot being herein sometimes called a "lot"), does hereby adopt and establish the following restrictions and covenants to run with the land to and apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each contract or deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted subject to the following use restrictions (the headings being employed for convenience only and not to be controlling over content):

**I. USE**

All lots in the Subdivision shall be used for single-family residential purposes only.

No owner shall occupy or use a lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants. During the construction and sales period of the lots, the Declarant or any builder who has the consent of Declarant may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to, business offices, storage areas, trailers, construction yards, signs, model units and temporary sales offices.

No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street.

No residence of a temporary character shall be permitted on any lot. No structure shall be occupied as a residence, even temporarily, unless it is a complete dwelling conforming to these use restrictions.

**II. ARCHITECTURAL CONTROL**

Section 1. Development Objectives. The aesthetic and ecological quality of the Subdivision requires that all dwellings be compatible with other dwellings and be in harmony with the natural surroundings. To this end, a Developer's Committee (sometimes hereinafter called "the Committee") has been created as described in Section 2 of this Article. The Developer's Committee has the responsibility to carry out the goals and functions that have been adopted, and are described

below, and which may be amended from time to time and to function in addition to that one certain other Architectural Control Committee serving the entire Great Northwest Planned Unit Development as it is composed from time to time (the "Umbrella Committee"), such Umbrella Committee having been created in that one certain Declaration of Covenants, Conditions and Restrictions of record in Volume 7783, Pages 598, et. seq., affecting the entire Great Northwest (the "Umbrella Declaration"). Any reference herein to "the Committee" shall be either to the Developer's Committee or the Umbrella Committee, whichever said committee then has jurisdiction over a lot covered hereby pursuant to the provisions hereof or the Umbrella Declaration

Section 2. Developer's Committee. The Developer's Committee shall be Jones Holdolon, Kenneth Ducekal, Patty Spangler, James Zipprian, or a representative or representatives appointed by a majority of them, or to another committee in the event the Developer's Committee assigns its rights in writing to such other committee. In the event of the death or resignation of any member, the remaining members shall have full authority to carry out the duties of the Developer's Committee and the authority to designate a successor committee member to fill any vacancies.

Section 3. Goal of Committee. The goal of the Committee is to encourage the construction of dwellings of good architectural design and quality compatible with Declarant's conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, which, in the sole judgement of the Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgement, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgement regarding matters of design or aesthetics shall not be deemed binding upon the Committee if the Committee feels that the repetition of such matters will have an adverse affect on the Subdivision.

Section 4. Function of the Committee. The Committee shall function as the representative of the owners for the purposes herein set forth. No building, roof, fence, wall or other structure of any nature whatsoever shall be erected, placed or altered on any lot (nor may any such item be subsequently replaced, treated or repainted in a manner which materially alters the exterior appearance of the dwelling) until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Committee or its representative shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Committee shall be final, conclusive and binding upon the applicant. All submissions to the Committee shall be at the address specified herein.

Section 5. Procedures of the Developer's Committee. The Developer's Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines to supplement these use restrictions. The address of the Developer's Committee as of the date hereof shall be as follows: 823 Nakoma Drive E, San Antonio, Texas 78216; and this address may be changed from time to time by the Developer's Committee by its filing of an Address Change Certificate in the Real Property Records of Bexar County, Texas. For information concerning the

address of the Umbrella Committee, the Umbrella Committee should be contacted.

Section 6. Plans and Specifications. Review and approval of plans and specifications by the Committee shall be mandatory prior to any owner undertaking any improvements. In order that the Committee may give just consideration to the proposed improvement, such plans and specifications must adequately describe the site plans, floor plans, foundation plans, elevations and exterior materials, color and other characteristics of the proposed structure; and if the Committee so requests, a preliminary landscape plan and a cross-section sketch through the lot from the property line, with the highest existing grade to the property line with the lowest existing grade representing any improvements and grade changes and their relationship to existing conditions of the site. Plans and specifications shall be in duplicate and must include all items required by the Committee (i.e., they may not be submitted on a piecemeal basis).

Section 7. Basis of Approval. Approval of plans and specifications shall be based upon the following:

- (a) The architectural and structural integrity of the design.
- (b) Harmony and conformity of the design with the surroundings both natural and built.
- (c) Adequacy of the design to conditions of the site.
- (d) Relation of finished grades and elevations to neighboring sites.
- (e) Conformity to specific and general intent of these Use Restrictions.
- (f) Aesthetic considerations determined in the Committee's sole discretion.

Section 8. Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit an owner to construct, erect, or install a dwelling which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling with such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be unharmonious with the natural surroundings. Written requests for variances shall be deemed to be approved if the Committee fails to approve or disapprove such variance request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any owner for any claims, causes of action or damages arising out of the grant or denial of any variance to any owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any one owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by these Use Restrictions.

Section 9. Failure of the Committee to Act. If the Committee fails to approve or to disapprove the plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such plans and specifications. If plans and specifications are not sufficiently complete or are otherwise

inadequate, the Committee may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. The approval of the Committee to any submitted plans and specifications shall not be deemed as the approval of the Committee to any other items not expressly and specifically covered by such submitted plans and specifications.

Section 10. Limitation of Liability. The Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any use restrictions herein that may be vague, indefinite, uncertain or capable of more than one interpretation. All decisions of the Committee shall be final and binding, and there shall be no revisions of any action of the Committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. Neither the Declarant, the Committee nor any member of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

Section 11. Assignments of Rights to Umbrella Committee. Except as set out in the Certificate of Annexation to the Declaration of Covenants, Conditions, and Restrictions applicable to this property, the Developer's Committee shall have sole architectural control jurisdiction over any lot in the subdivision prior to the time a dwelling has been erected thereupon and sold by its builder to the first home purchaser. Notwithstanding any other provisions herein contained to the contrary, any rights and/or duties of the Developer's Committee as to each such lot in the Subdivision shall pass and be deemed as assigned to the Umbrella Committee for all purposes at such time as construction of the initial dwelling to be situated on such lot has been completed and has been conveyed to the first home purchaser. Thereafter, the Umbrella Committee shall have sole jurisdiction over such lot and shall enjoy exclusive architectural control rights created either by this instrument or by the Umbrella Declaration.

### **III. SIZE OF LOT AND DWELLING**

Every dwelling erected on any lot shall front or present a good frontage on the street upon which said lot fronts. Dwellings on corners shall have a presentable frontage on all streets on which the particular corner lot abuts. No dwelling shall be erected on any lot having an area of less than four thousand square feet (4,000 sq.ft.).

The total living area of the main structure of any dwelling, exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and/or living quarters for bona fide domestic servants, shall not be less than nine hundred square feet (900 sq. ft.) for single story structures and one thousand one hundred square feet (1,100 sq. ft.) for two-story structures, unless specifically approved to the contrary by the Committee. The first floor of any two-story structure shall contain at least four hundred fifty square feet (450 sq. ft.) of total living area.

#### **IV. MASONRY REQUIREMENTS**

That portion of the exterior walls of the main residence building constructed on any lot which are within eight feet (8') from the ground level of such lot shall be at least five percent (5%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, inclusive of door, window and similar openings. The minimum masonry requirement specified shall apply to the lower floor only for a two-story dwelling. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas, area as masonry. Notwithstanding the foregoing, the 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.

#### **V. OUTBUILDING REQUIREMENTS**

Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be located on the rear one-third of the lot and shall be subject to approval of the Committee. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling. No outbuilding shall be located closer than five feet (5') from any rear or side lot lines.

#### **VI. FENCES**

In order to ensure a general uniformity of appearance of those fence sections that can be viewed from a street, any and all fences erected on areas readily apparent and visible from streets (e.g., between dwellings [i.e., separating front and rear yards]) and on all corner lots along that portion of side or rear yards fronting on side streets, shall be six-foot (6') vertical privacy fences composed of masonry, cedar, spruce, or other such materials as may be approved from time to time by the Committee. In no event shall any fence extend any closer to the street fronting a dwelling than the front outermost corners of such dwelling. On corner lots, fences must be set back at least five feet (5') from that side property line abutting the side street.

Notwithstanding the foregoing, the Committee is empowered to waive the aforesaid fence limitations in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood.

No chain-link fences may be built or maintained on any lot where same would be visible from a street (i.e., between dwellings and abutting side streets on corner lots).

No fence, wall, or hedge, or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or

in the case of a rounded property corner, from the intersection of the street line extended; the same sight line limits shall apply on any lot within ten feet (10') from the intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

## **VII. DRIVEWAYS**

All driveways shall be surfaced with concrete, or other similar hard surfaced material.

## **VIII. TEMPORARY STRUCTURES**

No structure of a temporary character - trailer, tent, shack, garage, barn or other outbuildings - shall be used on any lot at any time as residence, whether temporarily or permanently. No trailer, camper or similar vehicle shall at any time be connected to utilities situated within a lot. No dwelling previously constructed elsewhere may be moved on any lot in the Subdivision controlled by these covenants. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which the wheels have been left attached. However, Declarant hereby reserves the exclusive right to approve the erection, placement, and maintenance of such temporary facilities herein described in or upon any lot(s) as in its sole discretion may be necessary or convenient while selling lots, selling or constructing residences, or constructing other improvements within the Subdivision. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

## **IX. EASEMENTS**

Declarant reserves for public use the easements and rights-of-way shown on the recorded plat for the Subdivision for the purpose of constructing, maintaining, repairing and/or replacing any system(s) of electric lighting, electric power, telegraph and telephone lines(s), gas, sanitary sewer, cable television line(s), or any other utility Declarant sees fit to install in, across and/or under any lots comprising the Subdivision, including storm sewers, drainage channels, or drainage rights-of-way. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change direction of flow of water through drainage channels in such easement. The easement area of each lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees and flowers or any other property of the Owner on the land covered by said easements. Utility companies shall not be held liable for any damage where utility lines are buried from transformer to meter location.

## **X. SIDEWALKS**

Each lot shall have a side walk with the same minimum width as that required by the sidewalk ordinance of the City of San Antonio, such sidewalk to be installed at the same time the dwelling is constructed along its street frontage for the use of pedestrians.

## **XI. CONFLICT OF RESTRICTIONS WITH CITY ORDINANCES**

In the event of any conflict between these Restrictions and Ordinances of the City of San Antonio, the most restrictive shall govern.

## **XII. SIGNS AND BILLBOARDS**

The construction and maintenance of signs, billboards and advertising structures of any kind on any lot is prohibited, except that one sign advertising the rental or sale of the lot is permitted, provided it does not exceed three feet (3') by five feet (5') in size and except that signs of a larger size advertising the Subdivision may be erected by a builder, if approved by Declarant.

## **XIII. VEHICLES**

No trailer, tent, boat or stripped down, wrecked, junked, or inoperable vehicle (including a vehicle with an expired inspection and/or license sticker) shall be kept, parked stored, or maintained on any portion of the front yard in front of the building line of the permanent structure and shall be kept, parked, stored or maintained on other portions of a lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. Flat tires on vehicles that are readily in view from the street or other lots shall be promptly fixed. No commercial vehicle bearing commercial insignia or names shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent lots and street, unless such vehicle is temporarily parked for the purpose of serving such lot.

## **XIV. NUISANCES**

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.

No owner shall do any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Committee).



No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the lot and improvements situated thereon) shall be placed or used upon any lot.

No guns, pistols, rifles or other firearms shall be discharged by owners or their guests in the Subdivision, nor shall target practice or hunting of any nature be permitted on any tract situated in the Subdivision, or on any adjoining property situated in close proximity to the Subdivision whether owned by Declarant or otherwise.

#### **XV. GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant lot or drainage area in said Subdivisions.

#### **XVI. PETS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes; and provided further, that no more than two (2) adult dogs and two (2) adult cats may be kept on a single lot.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Committee. It shall be the responsibility of each of the owners of such household pets to keep all such pets on a leash and under such owner's direct supervision at all times when such pets are not confined within such owner's fenced lot, and to prevent the animals from running loose or becoming a nuisance to the other residents.

#### **XVII. 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 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. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

#### **XVIII. WATER AND SEWERAGE SYSTEMS**

No individual water supply system or sewage disposal system shall be permitted on any lot, including, but not limited to, water wells, cesspools or septic tanks.

## **XIX. RADIO OR TELEVISION ANTENNA**

No radio or television aerial wires or antennae shall be maintained on any portion of any lot forward of the main ridgeline or of the midpoint of the main ridgeline in the case of a house whose main roof ridgeline is not parallel to the front lot line. Furthermore, no radio or television aerial wires or antennae shall be placed or maintained on any lot which extends more than five feet (5') above the highest part of the roof of the main residence on said lot. In no event shall any cable equipment, discs, towers, or other similar devices or apparatus ancillary to television reception be situated on any portion of a lot which is visible from the street or from other lots.

## **XX. ATHLETIC FACILITIES**

No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed within fifteen feet (15') from the front property line of any lot in the Subdivision without prior written consent of the Committee.

## **XXI. GARAGES**

A garage able to accommodate a minimum of one (1) automobile and a maximum of four (4) automobiles must be constructed and maintained for each residence. No garage may be enclosed, modified, or converted for any use other than for storage and maintenance of automobiles, except when being used as a builder's temporary sales or construction office prior to permanent occupancy of the main structure. No carports shall be permitted without the prior written approval of the Committee.

## **XXII. ROOFS**

The surface of all roofs of principal and secondary structures which are exposed to public view shall be asphalt shingle or tile. The Committee shall have the authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood. No gravel or "built up" roofs shall be permitted without the written approval of the Committee.

## **XXIII. SETBACK LINES**

All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines; and in no event shall any such building or other structure be constructed, placed or maintained within five feet (5') of the side boundary of a lot, within ten feet (10') from the rear property line or within twenty feet (20') of the front boundary of a lot. The eaves of building shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. The Committee is empowered to grant variances from the setback requirements hereinabove provided in those instances where in the opinion of said Committee the proposed location of the buildings or other structures will not detract from the appearance and value of other

lots in the Subdivision and will not have a detrimental effect on the aesthetic integrity and harmony of the Subdivision.

#### **XXIV. ENFORCEMENT**

If the Owner of any lot in the Subdivision, or such Owner's heirs, successors, lessees or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning real property situated in the Subdivision controlled by these covenants 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 for such violations. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in the Subdivision, controlled by these covenants. The reservation of this right to enforcement shall not create an obligation of any kind upon Declarant to enforce same. Any references to "Declarant" herein shall include for all purposes any builder or builders who acquire more than one lot in the Subdivision for the purpose of constructing residences thereon for sale to members of the general public.

#### **XXV. DURATION, RIGHT TO ENFORCE AND AMENDMENTS**

These use Restrictions shall be deemed covenants running with the land and shall be binding on all parties and all persons claiming under them until January 1, 2045, at which time said Restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of then owners of the lots it is then agreed to change said Use Restrictions in whole or in part. These Use Restrictions may be amended prior to January 1, 2045, by an instrument signed by not less than seventy percent (70%) in interest of the lot owners.

#### **XXVI. PARTIAL INVALIDATION**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

#### **XXVII. ANNEXATION OF SUBDIVISION WITHIN SCOPE AND PURVIEW OF PROVISIONS OF UMBRELLA DECLARATION**

Declarant has contemporaneously herewith caused the Subdivision to be annexed within the scope and purview of the Umbrella Declaration, as it may have been amended from time to time, and by virtue of such annexation the owner of any lot in the Subdivision shall be subject to the jurisdiction of a mandatory homeowner's association known as the Great Northwest Community Improvement Association, Inc. (the "Umbrella Association") as created in the Umbrella Declaration, with each lot being subject to the imposition, payment, and collection of regular and special assessments and lien rights of the Umbrella Association all as more particularly set forth in the

Umbrella Declaration, as it has been amended from time to time. The owner of any lot in the Subdivision shall have voting rights comparable to other members similarly situated in the Great Northwest and shall have the right to use any common facilities situated on any Common Area (as that term is defined in the Umbrella Declaration) available to the other members of the Umbrella Association on the same basis as such other members, provided such owner pays the assessments and other monetary charges for which such owner is responsible and otherwise complies with the rules and regulations of the Umbrella Association, such voting rights and other rights being set forth in the Umbrella Declaration. In addition to any rights granted to the Umbrella Association by the terms of the Umbrella Declaration, as it may have been amended from time to time, each first homeowner of a dwelling situated on a lot covered hereby, as well as any subsequent owner of any such dwelling, shall be obligated to pay (and the Umbrella Association shall have the right to impose a \$100.00 transfer fee at the time the dwelling is sold, transferred or conveyed to any other party or entity, such transfer fee to compensate the Umbrella Association for related administrative expenses pertaining thereto.

**XXVIII. CONFLICTS WITH USE RESTRICTIONS ESTABLISHED IN UMBRELLA DECLARATION**

The use restrictions herein contained shall control whenever inconsistent with or in conflict of any use restrictions contained in Article VI of the Umbrella Declaration.

DATED as of June 31, 2004.

DECLARANT:

PULTE HOMES

By: [Signature]  
Name: Kenneth Ducakal  
Title: Controller

APPROVED AND AGREED TO:

GREAT NORTHWEST COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By: [Signature]  
Name: Jason J. Kelly  
Title: Chairman, Board of Directors

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on Sept, 2004 by  
Declaration of Use Restrictions for the Great Northwest  
Page 11

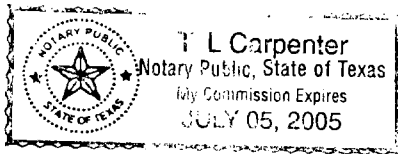
Kenneth Drakal, Controller (title) of PULTE HOMES.



Michele Ross  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on November 1, 2004 by Jason J Kelly, Chairman, BOD (title) of GREAT NORTHWEST COMMUNITY IMPROVEMENT ASSOCIATION, INC.



T L Carpenter  
Notary Public, State of Texas

Exhibit "A" - Legal Description of lots covered  
by this Declaration of Use Restrictions

AFTER RECORDING, RETURN TO:  
Stuart H. Simms  
Law Office of James L. Brister, P.L.L.C.  
2117 Pat Booker Road, Suite A  
Universal City, Texas 78148

# Exhibit "A"

Legal Description of Lots Covered by  
This Declaration of Use Restrictions

## GREAT NORTHWEST SUBDIVISION UNIT 1

Being a 11.328 acres of land located in New City Block 18792, City of San Antonio, Texas and being out of a 11.382 acre tract of land as recorded in Volume 9835, Page 152 of the Real Property Records of Bexar County, Texas

Any provision herein which purports to create, or use of the described real property because of race is invalid and unenforceable under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas etc.

NOV 05 2004



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20040255499 Fees: \$46.00  
11/05/2004 9:51AM # Pages 17  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERRY RICKHOFF COUNTY CLERK