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DECLARATION OF PROTECTIVE COVENANTS

KNOWN ALL MEN by these presents that Gordon V. Hartman Enterprises, Inc., a Texas Corporation, acting by and through its duly authorized officers (sometimes hereinafter referred to as "Developer"), being all of the owners of that certain land described as follows:

Being all of said property more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof of all purposes;

which acreage has been heretofore platted and subdivided into a certain residential subdivision known as:

NORTHERN HEIGHTS SUBDIVISION UNIT 1

according to the plat of said subdivision recorded in Book Volume 9526, Pages 142 and 143, respectively, of the Deed and Plat records of Bexar County, Texas, and desiring to establish and carry out a uniform plan for the use, occupancy, ownership and improvement of all residential lots in said subdivision for the benefit of the present and future owners of said lots, said owner do hereby declare, establish and adopt certain reservations, restrictions, covenants and easement (hereinafter referred to as "Restrictions"), which shall be applicable to the use, occupancy, ownership and improvement of all residential lots in said subdivision (the term "lot" as used herein shall include any residential building site created by consolidation or re-subdivision of the originally platted lots, as permitted herein), and every contract, conveyance or other transfer of title hereafter executed, delivered and accepted subject to the following Restrictions, regardless of whether or not said Restrictions are set out in full or are incorporated by reference in said contract, conveyance or other transfer of title.

The terms "residential lot" and "lot" as used herein shall include all lots described on the map or plat of said subdivision.

It is specially provided that any tract designated on said recorded plat of the aforementioned subdivision as "Unrestricted Reserve", or designated on said plat as being dedicated for a specific use other than residential, shall remain unaffected by these Restrictions.

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ARTICLE 1. LAND USE AND BUILDING TYPE

All lots subject to these Restrictions shall be used only for single-family residential purposes and no building or structure shall be erected, placed, added to or altered on any lot except a single-family residential dwelling not exceeding two stories of living area in height. Approved accessory building or structure (for example, a swimming pool for personal use of lot owner), may be situated on any such lot. Each owner of any lot subject to these restrictions shall be deemed to have covenanted and agreed by acceptance of a contract, conveyance or other transfer of title covering such a lot that such owner will not apply for a permit to erect, place, alter or add to any structure on any lot other than a single-family residence or other approved structure as specified and permitted herein. Any garage apartment or servants' quarters which may be situated on any lot shall not be used for rental purposes, and may be used only by servants who are employed in the dwelling situated, or by members or temporary guests of the family occupying the dwelling on said lot. ("Approved", as used in this Article 2 hereof and "single-family residential purposes" as used in these restrictions, means residential occupancy by members of a family who are related to each other by blood, than two unrelated persons living together as single housekeeping unit, together with any bona fide household servants).

ARTICLE 2. ARCHITECTURAL CONTROL

No building or improvement of any character, except those constructed by the developer as a portion of the original construction on each lot shall be erected, placed, padded to or altered on any lot affected hereby until the building plans and specifications and a site plan showing the location of the proposed structure or structures have been submitted to and approved by the hereinafter named Association as being in compliance with these restrictions as to use, quality of workmanship and materials, harmony of external design and external colors with existing and proposed structures, and location of improvements with respect to topography, finished grade elevation, lot boundary lines and building lines.

The plans and documents to be submitted to the hereinafter named Association, as above set forth, shall be submitted for approval prior to commencing the erection, placement, addition to or alteration of any such improvements on any lot. In the event the Association fails to approve or disapprove such plans and documents in writing within thirty (30) days after submission thereof for approval, such plans and documents shall be deemed approved and this requirement of these restrictions shall be considered as having been fully complied with and satisfied.

However, the failure of the Association to disapprove any plan shall not be deemed a waiver of any covenant nor approval of any structures prohibited by this Declaration. Construction once approved must be completed within one hundred twenty (120) days of approval; if the construction is not completed timely, the approval granted will be void.

During the period that Developer owns any lot, the Architectural Control Committee for approval or disapproval of the erection, placement, addition, or alteration of building and improvements by developer shall be composed of Gordon V. Hartman, Gene A. Hartman and Margaret Hartman. All other erection, placement, addition, or alteration of buildings and improvements, shall be approved by the Association as above stated. In the event of resignation or removal of any member of the Architectural Control Committee, while Developer owns any lot, Developer shall appoint a successor to fill the vacancy on the committee. In the event that the Class B members of the Association have only one vote per lot owner, Developer may dissolve the Architectural Control Committee created in this Article 2 and the Board of Directors of the Association shall create an Architectural Control Committee of not less than three (3) members and shall appoint such members.

ARTICLE 3. DWELLING SIZE AND BUILDING MATERIALS

Any dwelling situated on any lot must contain a total living area of not less than 900 square feet one-story and if the dwelling is other than a single-story dwelling, it must contain not less than 600 square feet of ground floor living area and a total square footage of not less than 1100 square feet of living area. The foregoing minimum-area limitations to be exclusive of open or screened porches, terraces, driveways, garage, or other approved accessory building or structure.

The exterior walls of all one-story residential buildings, shall be constructed with masonry, rock, stucco, brick, or brick or masonry veneer for 25% or more of the total exterior wall area. Window and door openings shall be included as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those types and colors of bricks approved by the Architectural Control Committee.

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A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained for each Living Unit. Garages on corner Lots must be set back at least fifteen feet (15') from the side Lot line and all garages must be set back at least twenty feet (20') from the front Lot line. Each driveway must accommodate two vehicles in front of the garage for off-street parking requirements. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants and the specifications of the City of San Antonio.

ARTICLE 4. DRIVEWAYS AND SIDEWALKS

Driveways on each residential Lot must be constructed of brushed finished concrete. All sidewalks shall be a minimum of three feet (3') wide behind the curb and shall use a brush-finished concrete. All other materials and finishes must be to City of San Antonio specifications and approved in writing by the ACC. Location, design and any decorative surface must be approved by the Architectural Committee. The driveway turnout shall be constructed to specifications of the City of San Antonio and in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways and sidewalks must be shown on the site plan submitted for approval of the Architectural Control Committee. Asphalt driveways and sidewalks are specifically prohibited. All sidewalks, crossways, and driveway approaches shall comply with City of San Antonio specifications. Any concrete spilled, poured or washed on a street must be immediately removed leaving the street clean and unstained.

ARTICLE 5. LOCATION OF BUILDING ON LOTS

No part of any building shall be located nearer to any street boundary line of any lot than the building set-back line or lines shown on the recorded plat of the aforementioned subdivision. Except in areas platted or replatted as "Zero Lot Line" areas, no part of any building shall be located within five (5) feet of any interior lot boundary line except that a garage, or other approved building or accessory structure, all of which is situated at least sixty-five (65) feet from the front lot boundary line, may be situated not less than three (3) feet from any interior lot boundary line; provided, however, that this exception shall not be construed to permit any portion of any building situated on any lot to encroach upon another lot. For the purposes of these restrictions, the front line of each lot shall be the shortest boundary line thereof abutting a dedicated street as shown by the recorded subdivision plat. The residential dwelling on each lot in the aforementioned subdivision shall face the front of the lot. Roof overhangs not exceeding 24", window boxes, and fireplace units shall not be deemed to be part of a building for the purposes of this Article 4. No building or improvement shall encroach upon any easement

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provided in the Plat of the subdivision or dedicated by instrument. All private driveways shall be constructed of concrete.

ARTICLE 6. RE-SUBDIVISION OR CONSOLIDATING OF LOTS

Lots may be subdivided (provided that no such building site contains less than 5000 square feet of land) or consolidated into building sites, with the privilege of erecting, placing, adding to or subject to these Restrictions.

ARTICLE 7. LANDSCAPING

All front yards and side yards on all Lots must be sodded, within one month after occupancy of the house, and must thereafter be maintained with grass or landscaping in a neat and well mown condition, free of unsightly weeds and overgrowth. Decorative ground cover rock in the front and side yard may be used in lieu of grass but may not exceed ten percent (10%) of the total area of the front and side yard. No oak, elm, or pecan tree larger than eighteen inches (18") in diameter may be removed without written ACC approval. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY OR FITNESS FOR INTENDED PURPOSE OF ANY TREES OR SHRUBS LOCATED ON THE PROPERTIES.

ARTICLE 8. UTILITY AND DRAINAGE EASEMENTS

All easements for utilities and drainage shall be kept clear of improvements or structures of any kind and no trees, shrubs or other obstructions may be placed upon such easements. In this regard, neither the Developer, nor the hereinafter named Association, nor any utility company or drainage authority using said easements shall be liable for any damage done to shrubbery, trees, flowers, or other property which is located within the area covered by said easements.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

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ARTICLE 9. PROHIBITED STRUCTURES

Mobile homes are prohibited on any lot, whether or not wheels are attached. Television antennae which are visible from the exterior of any building are prohibited unless such antennae are installed on a portion of the rear of the building and shall not exceed the height of the roof by more than five (5) feet, and the Association shall have the additional right and power to limit the size of the antennae in its discretion. No microwave "dish" receiver shall be placed upon any lot unless concealed from view, from the street, by a fence of height not greater than six feet around the perimeter of the lot. No portable building, tent, shed, barn or other portable structure of any nature shall be placed on any lot without approval by the Association; provided, however, that a temporary office or work-shed may be placed upon a lot by Developer, without such approval for use in connection with the erection and/or original sale of dwelling in the aforementioned subdivision, but such temporary sale of the dwelling, whichever is applicable. Any such permitted temporary structure shall never be used for residential purposes.

ARTICLE 10. PROHIBITED ACTIVITIES

Except as provided elsewhere in these covenants, no business or service activity of any kind shall be conducted on or from any lot or from any improvements situated thereon, whether such activity be for profit or otherwise.

No noxious or offensive activity of any kind which may constitute or become an annoyance or nuisance to the subdivision neighborhood shall be permitted on any lot, nor shall any illegal activity be permitted on any lot. No activity intended as a harassment of any owner shall be allowed.

ARTICLE 11. MINING AND MINERAL OPERATIONS

No oil, gas or water wells or drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted on any lot. The provisions of this Article hereof shall in no way impair, diminish or restrict the rights of the owners of lots in the aforementioned subdivision to lease any mineral estate which they may have or acquire in such lots for production through pooling, unitization or directional drilling methods, provided that no use whatsoever is made of the surface of any lot in connection therewith.

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ARTICLE 12. GARBAGE AND OTHER WASTE

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such substances shall not be kept upon any lot, except that the garbage and other waste accumulated from normal household operations may be kept temporarily for purposes of collection. All such waste substances being kept on a lot pending collection thereof shall be kept in closed sanitary containers with tops or lids or in plastic bags with the tops thereof tied. Any such containers shall be hidden from general view and the size and type of waste containers, the temporary locations of such containers and plastic bags pending collections, and the period of time such containers or bags may be situated at such temporary location shall all be subject to the approval of the hereinafter named Association. All containers, bags, or other equipment for the storage or disposal of such waste substances shall be kept in a clean and sanitary condition. No trash containers may be placed forward of the residential structure except on days established for regular trash collection.

ARTICLE 13. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than two dogs, two cats, and/or two other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. All pets must be attended and on a leash except when within the confines of a residence or fenced area. Incessant barking or howling of pets shall be deemed a nuisance and is prohibited.

ARTICLE 14. EASEMENTS

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

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ARTICLE 15. FENCES, WALLS AND HEDGES

The Developer has caused or may cause the construction of a wood or metal fence, or has caused or may cause the installation of wood facing on an existing chain-link fence, along certain portions of lot boundary lines which are common with boundaries of Unrestricted Reserves, if any, shown on the aforesaid plat.

The obligation to maintain, repair and replace the aforescribed wood fence or wood facing, whichever is applicable, along the above specified lot boundaries or portions thereof, shall be appurtenant to the ownership of the lots and shall be a covenant running with the land and with respect to each of said lots.

Except as specified under the immediately preceding subparagraph of this Article 13, no fence, wall, gas meter or other structure, nor any hedge or other mass, planting, shall be placed or permitted to remain on any lot at a location between any boundary of such lot which is adjacent to any street or streets and the building set-back line related to such lot boundary (as shown on the recorded plat of the aforesaid subdivision), unless such structure or mass planting and its location shall be approved by the hereinafter named Association.

All fences and walls shall be not less than four feet (4') nor more than six feet (6') in height above ground level, unless otherwise approved by the Association or placed by the developer, and the surface of any such fence or wall which faces any street, or alley or driveway shall be faced with wood, brick, or stone, or some other material approved by said Association. No fence shall be placed between the building set-back and street as shown on the plat of the lots.

ARTICLE 16. TRAFFIC SIGHT BARRIERS

No shrub, tree, object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines of such lot and a line connecting such property lines at points located on each said street property lines at a distance of twenty-five (25) feet from the point where such lines intersect or would intersect if extended; nor any such obstruction be placed or permitted to remain on any lot within the triangular area formed by the street property line of such lot, the edge line of any driveway or alley pavement, and a line connecting said lines at points located on each of said lines at a distance of ten feet (10') from the point at which said lines intersect or would intersect if extended.

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ARTICLE 17. CUTTING WEEDS OR GRASS AND REMOVAL OF TRASH

The owners and occupants of each lot shall at all times keep all weeds or grass thereon cut or trimmed in a reasonably neat manner, and shall in no event permit any accumulation of garbage, trash, rubbish or other waste of any kind to remain thereon and shall keep and maintain adequate ground cover to protect against soil erosion. No lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted.

ARTICLE 18. SIGNS OR BILLBOARDS

The owner of a lot (including a commercial homebuilder) shall be entitled to display one sign thereon from time to time for purposes of selling or renting the property; provided, that each face of such sign shall be rectangular in shape and shall not exceed five (5) square feet in surface area, that the content of such sign be limited to the words "For Sale", "For Rent", or "Sold", the name and telephone of the seller or real estate agent, and the words "Shown By Appointment Only". No "For Sale" or "For Rent" sign shall be displayed unless a telephone number, where daytime inquiries unless a telephone number, where daytime inquiries can be answered, is listed in numbers readable from the curbside. No "For Sale" or "For Rent" sign shall be displayed for any purposes other than a bona fide offer to sell or to rent the property upon which the sign is located. Development may place marketing signs within subdivision during any period of construction and sale of new homes, which signs may exceed five (5) square feet in surface area. No other sign, advertisement, billboard or advertising structure of any kind may be erected or maintained within subdivision boundaries without first having obtained the consent in writing of the hereinafter named Association. Said Association shall have the right to remove any unpermitted sign, advertisement, billboard or structure which is erected or placed on any adjacent easement or right-of-way without such consent, and in so doing, shall not be subject to any liability for trespass or other tort in connection therewith.

ARTICLE 19. MISCELLANEOUS VEHICLES AND EQUIPMENT

No automobile, truck, camper, motor home, mobile home, boat or other vehicle, trailer, machinery or equipment of any kind shall ever be parked on any street right-of-way, easement or common area adjacent to any lot, except for temporary parking incident to the contemporaneous use of such object or as otherwise approved by the hereinafter named Association, nor shall any such object be left parked or stored on any lot or on any adjacent street right-of-way,

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easement or common area unless parked or stored inside the garage or otherwise obscured from general view by any enclosure or screening approved by said Association.

No automobile, truck, camper, motor home, mobile home, boat, or other vehicle, or any part thereof, or trailer, machinery or equipment of any kind shall be placed, kept, parked or stored upon any unpaved portion of any residential lot.

Motorcycles, motorbikes, motor scooters, motorized bicycles, or other motorized vehicles shall not be operated on any lot or operated to or from any lot over the streets of the aforementioned subdivision unless such vehicle is equipped with an adequate and properly functioning muffler, nor shall such vehicles be kept or operated in such a way as to constitute a nuisance or danger.

ARTICLE 20. MAINTENANCE OF RESIDENTIAL LOT

All dwellings and other approved structures must be kept in a reasonably good state of painting and repair, and must be maintained at the cost of the homeowner so as not to become unsightly.

In the event of default on the part of the owner or occupant of any lot in observing the requirements set out in Articles 1 through 17 above, or any of them, and the continuing of such default after ten (10) days written notice from the hereinafter named Association of the existence of such default, said Association may enter upon said lot through its agents, without liability to the owner or occupant in trespass or otherwise, and cause to be done any work or other thing necessary to secure compliance with these Restrictions, and may charge the owner or occupant of such lot for the cost of any such work or thing. The owner or occupant of each lot agrees, by the purchase or occupation of the lot, to reimburse the Association immediately upon receipt of a statement covering the cost of any such work or thing. In the event of failure to pay such statement, the amount thereof and any attorney fees and court costs incurred in connection with the collection thereof may be placed as a lien against the property.

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ARTICLE 21. NEIGHBORHOOD ASSOCIATION MEMBERSHIP

The Association shall have two classes of member, with voting rights as follows:

Class A Members shall be all of the owners, other than the Developer, of residential lots situated in the aforementioned subdivision. Voting rights of Class A members shall be limited to one vote for each lot owned. If any lot is owner by more than one person or entity, all such persons or entities shall be members and the vote to which such lot is entitled shall be exercised as the owners of such lot may determine among themselves.

The Class B Member or Members shall be the Developer. The Class B membership shall be entitled to three (3) votes for each residential lot owned until such time as the total votes outstanding in the Class A Membership equal or exceed the total votes outstanding in the Class B membership, or on December 31, 2002 whichever date occurs the earliest. After the earliest to occur of the foregoing dates, the voting rights of Class B membership shall be automatically converted to one (1) vote for each lot owned the same as Class A membership.

The initial Board of Directors of the Association is composed of Gordon V. Hartman, Gene A. Hartman and Margaret Hartman. The aforesaid initial Board of Directors shall hold office until such time as at least 80% of the lots in the aforementioned initial subdivision are owned by persons or entities other than the Developer of such subdivision. At which time the initial Board of Directors shall call a special meeting of only the Class A. Members of the corporation for the purpose of holding an election to elect a director to replace one of said initial directors (the retiring director to be determined by the members of the initial Board), said director so elected to serve until the next regular annual meeting of the members of the corporation. The two remaining members of the initial Board of Directors shall continue to hold office until such time as the voting rights of the Class B membership of the corporation shall be automatically converted to the same voting rights as the Class A membership (as specified above) at which time the Board of Directors shall call a special meeting of all members of the corporation for the purpose of holding an election to select another Director to replace one of the two remaining members of the initial Board of Directors, said Director so elected to serve until the next regular annual meeting of the members of the corporation. The then remaining member of the initial Board of Directors shall continue to hold office until such time as the Class B members have sold to other persons or entities all residential lots in the aforementioned subdivision.

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In case of the resignation, death or incapacity to serve of any of the aforesaid initial directors during the period for which such director is to hold office, the remaining director or directors of said initial Board shall appoint a successor to serve the balance of the term of office of said director, except that in the case of resignation, death or incapacity to serve of the last of said initial directors to hold office, the Developer or his successor or assigns shall appoint a successor to serve the balance of the term of office of said initial director.

At each regular annual meeting of the members of the corporation prior to the conversion of the voting rights of Class B membership to the same voting rights as the Class A membership, the Class A members only shall elect for a term of one year the one director that the Class A membership separately is then entitled to elect, as provided above. At each regular annual meeting of the members after the voting rights of the Class B membership have been converted hereunder to the same voting rights as the Class A membership, the total membership shall elect for a term of one year the two directors that the membership is then entitled to elect. At the first regular annual meeting of members after the Class B. members have sold to other persons or entities all residential lots situated in the aforesaid subdivision all members of the corporation shall elect at least one director for a term of one year, at least one director for a term of two years, and at least one director for a term of three years, and at each regular annual meeting thereafter the membership shall elect at least one director for a term of three years.

In the case of the resignation, death or incapacity to serve of any of the aforesaid directors elected to office by the members of the corporation, a special meeting of the members entitled to elect such director shall be called to elect a successor to serve the balance of the term of said director.

Any director elected by the members of the corporation may be removed from the Board, with or without cause, by a majority vote of those members of the corporation who were entitled to vote for the election of such director, and in the event of such removal of a director, a successor shall be elected to serve for the unexpired term of such removed director by a special election to be held by those members of the corporation who were entitled to vote for the election of the director so removed.

No director shall receive compensation for any service he may render. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

The By-Laws of the aforesaid Association shall provide that any and all members of the Association shall have the right to inspect the books and records of said Association at its principal offices at all reasonable times.

ARTICLE 22. COVENANTS FOR MAINTENANCE ASSESSMENTS

No maintenance assessments have been levied by the developer but the Association shall have full right to initiate Maintenance Assessments if deemed desirable and necessary to maintain the front entrance island and the land along Nacogdoches Road dedicated to the City by the developer ("Common Facilities").

The annual assessment for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. Unless otherwise determined by the Board the initial annual assessment for an improved Lot will not exceed \$25.00 and such assessment shall be prorated for the remainder of the calendar year in which begun if begun on other than January 1. The annual assessment for unimproved Lots shall be one-fourth (1/4) the annual assessment for improved Lots. The maximum annual assessment for improved Lots and annual assessments for unimproved Lots may be increased by vote of the Members as provided hereinbelow. A Lot shall be deemed to be an "improved Lot" when construction of a Living Unit thereon is completed and closing of a sale thereof has taken place, or when the Living Unit is occupied as a residence, whichever first occurs.

In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on improved Lots only, 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 on or which is a part of the Common Facilities, provided that any such assessment shall have the assent of two thirds (2/3) of the voters of the improved Lot owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Lot owners at least thirty (30) days in advance and shall be set forth the purpose of the meeting.

Subject to the limitations stated above, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than fifteen percent (15%) above that of the previous year without a vote of the membership. Any increase in the annual assessment of more than fifteen percent (15%) above that of previous year shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

The quorum required for any action authorized hereinabove shall be as follows. At the first meeting called as provided above, the presence at the meeting 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 forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

The annual assessments provided for herein shall commence as to all Lots on such date as may be determined by the Board of Directors of the Association. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment established by the Board of Directors as the remaining number of months in that year bear to twelve. When a Lot becomes an improved Lot, there shall be payable as of the first day of the month following the month when it becomes an improved Lot a sum equal to the difference between the annual assessment for unimproved Lots and the annual assessment for improved Lots, prorated over the balance of the year then remaining. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

In December of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

All past due and unpaid assessments shall bear interest at the rate of eighteen percent per annum from the date due until the date paid. The Association shall be entitled to record a Notice of Lien or notice of unpaid assessment in the real property records for any assessment remaining unpaid more than 30 days after the due date thereof. The Association shall be entitled to collect from each Owner the cost of the Association for the collection of any past due assessments or charges, including a reasonable fee for the preparation, recordation or release of any notice.

ARTICLE 23. TERM OF RESTRICTIONS

These restrictions are to run with the land, and shall be binding upon and inure to the benefit of the Developer and the Association, their respective successors and assigns, and all future owners of the residential lots located in the aforementioned subdivision until December 31st of the year 2022 A.D.

The aforescribed initial term of these restrictions shall be extended automatically after the expiration thereof for successive periods of ten (10) years duration each, unless an instrument revoking these restrictions, in whole or in part, is recorded in the Official Public Records of Real Property of Bexar County, Texas, at least six (6) months prior to said initial expiration date or the expiration of any 10 year extension period. Any such instrument of revocation must be executed by the then owners of at least three-fourths (3/4) of the collective number restricted lots situated in the aforementioned subdivision.

ARTICLE 24. ENFORCEMENT OF RESTRICTIONS

The Board of Directors of the aforesaid Association, the owner or owners of any residential lot subject to these restrictions, the Developer (until all lots subject hereto have been sold or otherwise conveyed to persons or entitles other than commercial homebuilders) and the Association itself shall individually have the right to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of these restrictions. The plaintiff in any of the aforescribed proceedings shall be entitled to recover from the defendant in such action all reasonably necessary costs and expenses attendant upon bringing such action, including a reasonable attorney's fee. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the owner(s) of any lot covered hereby by acceptance of a conveyance or other transfer of title to such lot.

Invalidation of one or more of the provisions of these Restrictions, by court order or otherwise, shall in no way affect any other provision hereof, and all such remaining provisions not expressly invalidated shall continue in full force and effect.

ARTICLE 25. ASSIGNMENT BY DEVELOPER AND NEIGHBORHOOD ASSOCIATION

The Developer may at any time assign to the Association any and all rights reserved to Developer hereunder. Any such assignment shall be evidenced by an instrument in writing recorded writing recorded in the Official Public records of Real Property of Bexar County, Texas. If not previously assigned all such rights reserved to Developer hereunder shall automatically vest in the

Association when all lots covered by these Restrictions have been sold or otherwise conveyed from Developer to other persons or entities. The Association may at any time assign or delegate to a committee or designated representative any and all approval rights reserved to the Association hereunder. Any such assignment or delegation shall be evidenced by a resolution of the Board of Directors of the Association.

ARTICLE 26. FHA/VA APPROVAL

As long as there is any Class B membership in the Association, any amendment to these restrictions must be approved by the Federal Housing Administration or the Veterans Administration.

ARTICLE 27. AMENDMENT OF RESTRICTIONS

Subject to the requirements of Article 23 hereof, these restrictions may be amended at any time prior to the termination hereof by recorded instrument in the Official Public Records of Real Property of Bexar County, Texas. An instrument signed by the then owners and lienholder of at least three-fourths (3/4) of the collective number of restricted lots situated in the aforementioned subdivision.

ARTICLE 28. JOINDER OF LIENHOLDER

The undersigned lienholder on the land described herein joins in the execution of this instrument for the purpose of evidencing its consent and agreement to the provisions hereof and said lienholder further agrees that future amendments hereof which are accomplished by the procedure set forth herein may be effected without its consent.

ARTICLE 29. DRAINAGE

The original drainage design and construction for drainage on each residential lot shall be maintained by the Owner. The original drainage design and construction shall not be altered without prior approval by the Association; also during the first ten years of existence of each lot, the Association shall not give approval for alteration of the drainage design or construction of any lot unless the developer has given its written approval for such change. No landscape plan or design which would have the effect of altering the drainage of any individual lot to cause that lot to hold water or would increase the flow of water to another lot may be approved.

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ARTICLE 30. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.

ARTICLE 31. GENDER AND GRAMMAR

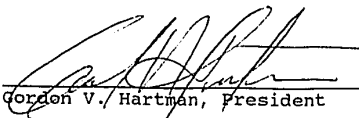
The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals males or females, shall in all cases be assumed as though in each case fully expressed.

ARTICLE 32. ADDITIONAL INFORMATION

Architectural Design Guidelines for the subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner or prospective Owner may be implemented by the ACC. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to these Restrictions to determine his rights and obligations as an Owner.

In witness whereof, the parties hereto have executed this instrument as the 24th day of July, 1993

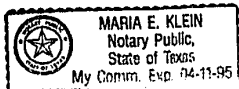
"Owner and Developer"
Gordon V. Hartman Enterprises, Inc.

By: 
Gordon V. Hartman, President

THE STATE OF TEXAS

COUNT OF BEXAR

This instrument was acknowledge before me this 24th day of July, 1993, by Gordon V. Hartman, President of Gordon V. Hartman Enterprises, Inc. Given under my hand and seal of office this 24th day of July, 1993 A.D.



Maria E Klein
NOTARY PUBLIC

Return to:

ALAMO TITLE COMPANY
LINCOLN HEIGHTS BRANCH
950 EAST BASSE ROAD
SAN ANTONIO, TEXAS 78209
Attn: Suhor

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EXHIBIT "A"

Description of 17.421 Acres

Description of 17.421 acres out of the Northern Heights Subdivision, Unit 1, as recorded in Volume 9526, Page 143 of the Deed and Plat Records of Bexar County, and being more particularly described as follows:

BEGINNING at a point on the southeast right-of-way line of Uhr Road, said point being the west most corner of Lot 22, Block 8, N.C.B. 15698, of the said Northern Heights Subdivision, Unit 1;

THENCE N.40°40'43"E., along the said southeast right-of-way line of Uhr Road, a distance of 610.50 feet to a point being the northmost corner of Lot 39, Block 7, N.C.B. 14578, of the said Northern Heights Subdivision, Unit 1;

THENCE along the northeast boundary of the said Northern Heights Subdivision, Unit, the following courses:

- S.48°34'14"E., a distance of 1241.39 feet to a point;
- N.46°29'38"E., a distance of 9.65 feet to a point; and
- S.48°34'14"E., a distance of 17.90 feet to a point being the eastmost corner of Lot 73, Block 7, N.C.B. 14578, of the said Northern Heights Subdivision, Unit 1;

THENCE S.41°25'46"W., along the southeast boundary lines said lot 73, Block 7, N.C.B. 14578 and Lots 78-84, Block 8, N.C.B. 15698, a distance of 607.05 feet to a point being the southmost corner of Lot 78, Block 8, N.C.B. 15698;

THENCE N.49°09'56"W., along the southmost boundary of the said Northern Heights Subdivision, Unit 1, a distance of 1252.21 feet to the POINT OF BEGINNING, and containing 17.421 acres, more or less.

Project No. 45489.03

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FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1993 JUL 30 PM 2:28

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, 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
RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS ON:

AUG 02 1993



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

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