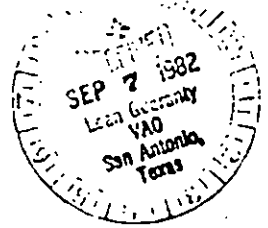


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CERTIFICATE OF ANNEXATION TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GREAT NORTHWEST SUBDIVISION

THE STATE OF TEXAS §

COUNTY OF BEXAR §

WHEREAS, by Declaration of Covenants, Conditions, and Restrictions dated March 24, 1976, and recorded in Volume 7783, pages 598-628 of the Deed Records of Bexar County, Texas, reference to which record is here made for all purposes, Nance & Associates, Inc. (formerly known as Royal Crest, Inc.) and Texas Central Mortgage Co. (Declarant), subjected certain real property described in said declaration to certain covenants, conditions and restrictions; and

WHEREAS, Declarant, as set forth in Article VII, Section 8.4 of the aforesaid declaration, retained the sole right to annex and bring within the purview of said declaration additional property as designated by Declarant out of property more particularly described by metes and bounds on Exhibit A of the aforesaid declaration; and

WHEREAS, Declarant now desires to annex certain portions of such additional property, and the Veterans Administration desires to approve said annexation, as required in Article VIII, Section 8.4 and 8.5 of the aforesaid declaration; and

WHEREAS, BERG DEVELOPMENT CO., INC. is the fee owner of the property described in Exhibit A attached hereto and desires to join in this Certificate of Annexation.

NOW, THEREFORE, Declarant and BERG DEVELOPMENT CO., INC. hereby declare that the following described property on Exhibit "A" attached hereto is hereby annexed and shall be held, sold and conveyed subject to all easements, restrictions, covenants, terms and conditions which are set forth in the aforesaid declaration, and any amendments thereto except as provided hereinafter, and the Veterans Administration does hereby approve such annexation for all purposes.

With respect to all of the Lots to be hereinafter situated in Village Northwest Subdivision a planned subdivision to be contained in the future

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within the boundaries of the property described in Exhibit "A," the following paragraphs shall replace for all purposes the paragraphs appearing in that set of restrictions recorded in Volume 7783, Pages 598 through 628, to which they numerically correspond and such presently existing paragraphs shall be deleted in their entirety and in lieu thereof the following correspondingly numbered paragraphs shall hereinafter control:

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 5,500 square feet, nor a frontage of less than 50 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 paragraph.

Section 6.6 Size Dwelling: The entire floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,000 square feet for single family houses. A minimum of 25% of the first floor wall area to the top of the first floor window height and exclusive of openings shall be of masonry, masonry veneer or stucco construction.

Section 6.8 Building Location: No building shall be located on any lot nearer than twenty (20) feet from the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. A part of the house building can be located on the interior side lot line; however, there must be a minimum of 10 feet between main residential structures and residents shall be permitted access for property maintenance. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a house building, with said eaves being permitted to overhang the zero setback line. This covenant shall not be construed to permit any portion of a building foundation on a lot to encroach upon another lot.

Section 6.14 Easements: Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 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 law purposes. Fencing across the easement shall be permitted, but gates or removable fence structures along the side lot lines must be provided. The gates or removable fence sections shall be at least as wide as the easement and shall be capable of being opened and closed at all times. There is hereby created easements for drainage purposes on, over and across one site lot line of each and every lot in this subdivision.

All Lots with improvements situated on the zero setback line shall be subject to a three foot (3') access easement for the construction repair and maintenance of improvements located upon any adjacent Lot where said improvements are located on the "zero setback line" of the adjacent lot. The zero setback line owner must replace fencing, landscaping or other items on the adjoining Lot that he may disturb as a result of such construction, repair or maintenance. Additionally, this easement when

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used, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. The zero setback line owner must notify the Owner of the adjacent Lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty-four (24) hours before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays.

Section 6.16 Storage of Automobiles, Boats, Trailers and Other Vehicles: No truck, trailer, boat, automobile, camper, or other vehicle shall be stored, parked, or kept on any Lot, driveway, or in the street in front of the Lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day and not to exceed 48 hours in duration; provided, however, that nothing herein contained shall be construed to prohibit the storage of any unused vehicle in the parking facilities permitted on any Lot covered hereby.

Additionally, with respect to all of the lots to be hereafter situated in Village Northwest Subdivision contained within the boundaries of Exhibit "A", the following paragraphs shall apply as if they were a part of the original DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, GREAT NORTHWEST SUBDIVISION, recorded in Volume 7783, pages 598 through 628 and were inserted numerically in the order and sequence shown below, to-wit:

Section 6.17 Sidewalks: A concrete sidewalk 3 feet wide shall be constructed parallel to the curb 2 feet from the property line along the entire front of all lots. In addition thereto, 3 foot wide sidewalks shall be constructed parallel to the curb 2 feet from the property line along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied. In the case of a corner Lot, the front and side sidewalks shall each extend to the street curb, and shall provide curb ramps for the handicapped and must be constructed in full compliance with Section 228 of the Highway Safety Act of 1973, and all amendments thereto, and all rules, regulations and interpretations thereunder.

Section 6.18 Maximum Height of Antennae: No radio or television aerial wired or antennae shall be maintained on any Lot; nor shall any free standing antennae of any style be permitted to extend more than 10 feet above the roof of the main residential structure on said Lot.

EXECUTED this the 30 day of August, 1982.

NANCE & ASSOCIATES, INC.

Karen A. Sekula
Karen A. Sekula, Secretary

By H. J. Buckley
H. J. Buckley, President

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Virginia S. Turner
ASSISTANT Secretary
Virginia S. Turner

TEXAS CENTRAL MORTGAGE CO.

By: [Signature]
R. D. Lenzen, Vice President

Kathleen McDermott
Kathleen McDermott, Secretary

BERG DEVELOPMENT CO., INC.

By: [Signature]
Thomas G. Villo Vice President

VETERANS ADMINISTRATION

By: [Signature]

THE STATE OF TEXAS §

COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared W. Buckley, with President of NANCE & ASSOCIATES, 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 therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this the 20 day of August, 1982.

My commission expires: September 14, 1985

[Signature]
Notary Public, The State of Texas
Marie A. Luther

THE STATE OF TEXAS §

COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared R. D. LENZEN, 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 therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this the 30th day of August, 1982.

My commission expires: 4/29/85

[Signature]
Notary Public, The State of Texas
Betty R. Bowers



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THE STATE OF TEXAS §

COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Thomas G. Uulo, Vice President of BERG DEVELOPMENT CO., 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 therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this the 22nd day of August, 1982.

My Commission Expires:

July 23, 1985

Melba L. Gollott
Notary Public, The State of Texas
Melba L. Gollott

THE STATE OF TEXAS §

COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared John C. von Dohlen, Officer-in-Charge of the VETERANS ADMINISTRATION, 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 therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this the ___ day of OCT 6, 1982.

My commission expires:

APR 4 1986

Richard Olivares
Notary Public, The State of Texas
RICHARD OLIVARES
Administrative Officer

PLEASE RETURN TO:

Mr. Richard L. Kerr
1655 Frost Bank Tower
San Antonio, Texas 78205

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M.W. CUDE & ASSOCIATES
CONSULTING ENGINEERS
6700 BANDERA ROAD

MICHAEL W. CUDE, P.E., R.P.S.
PRESIDENT

P.O. BOX 16411
SAN ANTONIO, TEXAS 78216
512-681-2951

Property Description
of

53.531
Acre Tract

53.531 acres of land out of the Domingo Perez Survey No. 190, Abstract 578, County Block 4447, Bexar County, Texas, out of the A. H. Young Survey No. 188, County Block 4418, Bexar County, Texas, out of the G. W. Lewis Survey No. 189, Abstract 441, County Block 4416, Bexar County, Texas, out of a 272.449 acre tract as recorded in Volume 7285, Page 408, of the Deed and Plat records of Bexar County, Texas, out of a 154.031 acre tract of land known as the Dwert Ranch, and out of a 326.754 acre tract as recorded in Volume 7187, Page 310 of the Deed and Plat records of Bexar County, Texas, said 53.531 acre tract of land being more particularly described as follows to wit:

- Beginning: at a point on the east line of an existing Variable Width Drainage Easement, said point being N. $85^{\circ}54'05''$ W, 118.00 feet to the east line of Block 39, Great Northwest, Unit 10 as recorded in Volume 8260, pages 180 and 181 of the Deed and Plat Records of Bexar County, Texas, and S. $04^{\circ}05'55''$ W, 238.29 feet along the east line of Block 39, to a found iron pin and the Southeast corner of Lot 27, Block 39, Great Northwest, Unit 10;
- Thence: along the east line of said existing Variable Width Drainage Easement as follows:
- N. $04^{\circ}05'55''$ E, 864.94 feet to an angle point;
- S. $85^{\circ}54'05''$ E, 10.50 feet to a point of curvature whose tangent bears N. $04^{\circ}05'55''$ E;
- Thence: 203.98 feet with the arc of a curve to the left having a radius of 1195.10 feet and a central angle of $09^{\circ}46'45''$ to a point whose tangent bears S. $05^{\circ}40'51''$ E;
- Thence: N. $85^{\circ}41'31''$ E, 109.70 feet to a point of curvature whose tangent bears N. $04^{\circ}18'29''$ W;
- Thence: 11.42 feet with the arc of a curve to the left having a radius of 776.82 feet and a central angle of $00^{\circ}50'33''$ to a point whose tangent bears S. $05^{\circ}09'01''$ E;
- Thence: S. $85^{\circ}58'06''$ E, 896.68 feet to an angle point;
- Thence: S. $20^{\circ}04'26''$ E, 50.03 feet to a point of curvature;
- Thence: 92.69 feet with the arc of a curve to the right, having a radius of 275.00 feet, and a central angle of $19^{\circ}18'44''$ to a point whose tangent bears N. $00^{\circ}45'42''$ W;

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Page 2

- Thence: S. $85^{\circ}58'06''$ E, 319.41 feet to an angle point;
- Thence: S. $82^{\circ}44'13''$ E, 25.28 feet to an angle point;
- Thence: N. $89^{\circ}02'48''$ E, 110.00 feet to a point of curvature, whose tangent bears S. $00^{\circ}57'11''$ E;
- Thence: 291.36 feet with the arc of a curve to the right, having a radius of 493.00 feet, and a central angle of $33^{\circ}51'42''$ to a point of tangency, said point also being on the west side of an existing Variable Width Drainage Easement;
- Thence: along the west line of said existing Variable Width Drainage Easement as follows:
- S. $32^{\circ}54'31''$ W, 160.47 feet to a point of curvature;
- 264.87 feet with the arc of the curve to the left having a radius of 814.00 feet and a central angle of $18^{\circ}38'36''$ to a point of tangency;
- S. $15^{\circ}43'11''$ W, 103.86 feet to a point of curvature whose tangent bears S. $07^{\circ}02'22''$ W;
- 315.34 feet with the arc of a curve to the left having a radius of 825.00 feet and a central angle of $21^{\circ}54'00''$ to a point of tangency;
- S. $14^{\circ}51'38''$ E, 850.93 feet to an angle point, said point being the southeast corner of the herein described tract, and to a point of curvature whose tangent bears N. $52^{\circ}50'21''$ W;
- Thence: along the north line of another existing Variable Width Drainage Easement as follows:
- 260.47 feet with the arc of a curve to the left having a radius of 354.25 feet and a central angle of $42^{\circ}07'42''$ to a point of reverse curvature;
- 817.55 feet with the arc of a curve to the right having a radius of 695.46 feet and a central angle of $52^{\circ}18'38''$ to a point of tangency;
- N. $42^{\circ}02'16''$ W, 135.13 feet to a point of curvature;
- 358.82 feet with the arc of a curve to the left having a radius of 1468.25 feet and a central angle of $14^{\circ}00'08''$ to a point of reverse curvature;

53.531 Acre Tract
Page 3

381.54 feet with the arc of a curve to the right having a radius
of 363.50 feet and a central angle of $60^{\circ}08'19''$ to the POINT OF
BEGINNING containing 53.531 acres of land more or less.

February 24, 1982
SES/jac

EXHIBIT "A"

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FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
OCT 28 PM 3:08



STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in the Public
Records on the 28th day of the month of October 1982, and that
a copy is RETURNED to the Office of the County Clerk of Bexar County, Texas.



OCT 28 1982

Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

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