

Covenants, Conditions, Restrictions Of The Great Northwest Subdivisions

Emerald Valley
Ridge Creek
Silver Creek
Stage Coach Crossing
The Commons
Timberwilde
Village Northwest

Note: This document is a combination of the original Declaration of Covenants, Conditions and Restrictions, dated 1976 (Great Northwest Community Improvement Association, Inc.), the Declaration of Covenants, Conditions and Restrictions, dated 1980, (that created The Great Northwest Community Improvement Association Number Two, Inc.), Certificates Of Annexation, Amendments (approved by the homeowners), Court Orders, Texas State Laws, and Resolutions of the Board of Directors. In no way does this document replace any of the aforesaid original documents. This document was put together as a courtesy and a guideline for our members.

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

THIS DECLARATION¹, 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.²

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.³, 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 owners⁴.

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 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 (1) 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 building 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 the 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 sixty (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 declaration or transfer shall be effective unless 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 Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage the 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 Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenets 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 membership⁵;

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 a 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. 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, 1986⁶.

ARTICLE IV COVENANT FOR MAINTENACE 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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessment 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 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.

Section 4.2 Purpose of Assessments: The assessment 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 and 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 six percent (6%) by a vote or written assent of sixty-six and two-thirds percent (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 sixty-six and two-thirds percent (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 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 construction⁷. Notwithstanding the foregoing, each undeveloped lot which is owned by Declarant shall be assessed at the rate of one-fourth (1/4) 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 Directors⁸. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment 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 that 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 or 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 become 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 assessment 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, 1986⁹, 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 the covenant for any additional period of time, and in connection with such extension shall have the power to remove any Committee member or members, or to withdraw from the Committee any of its powers and duties. Neither the members of such Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

ADDITIONAL PROCEDURES ARCHITECTURAL CONTROL COMMITTEE¹⁰

Section 5A.1 Extension of Committee Authority and Operation: The authority and operation of the Architectural Control Committee (the "Committee") set out in Article V of the Deed Restrictions is extended for an initial period of ten (10) years from January 1, 1996, to and including January 1, 2006.

After January 1, 2006, the authority and operation of the Committee will be automatically extended for successive periods of ten (10) years unless terminated by written instrument signed by a majority of record owners of property subject to the Deed Restrictions.

Section 5A.2 Committee Composition: As of and after 1 January 1996, the Committee will consist of five (5) members.

Section 5A.3 Qualifications of Committee Members: A member of the Committee must be a member of the Association in good standing and reside on a property subject to the Deed Restrictions. A member of the Committee will be deemed to have resigned from the Committee if and when he or she ceases to be a member of the Association in good standing or ceases to reside on a property subject to the Deed Restrictions.

Section 5A.4 Appointment and Removal of Committee Members: Members of the Committee will be appointed by resolution of the Board of Directors (the "Board") of the

Association. A member of the Committee will cease to be a member upon his or her death, resignation, or removal from the Committee by resolution of the Board. No member of the Committee will be removed from the Committee by the Board without a recommendation of removal from a simple majority of the members of the Committee at that time. When a member of the Committee dies, resigns or is removed from the Committee, the Board will select and appoint to the Committee a successor, who will serve the unexpired term of his or her predecessor.

Section 5A.5 Term of Committee Members: Each member of the Committee will be appointed for a term of three (3) years, except for the initial appointments made effected January 1, 1996. For the initial appointments only, one (1) member of the Committee will be appointed for a term of one (1) year; two (2) members of the Committee will be appointed for terms of two (2) years; and two (2) members of the Committee will be appointed for terms of three (3) years. A member of the Committee may be reappointed following the end of his or her term.

Section 5A.6 Committee Officers: The Committee will meet each year on the second Wednesday of January and elect from its members a Chair and a Vice Chair who will serve for one (1) year. If the Chair or Vice Chair dies, resigns or is removed from the Committee, at its next regularly scheduled meeting, the Committee will elect another Committee member to serve the unexpired term of his or her predecessor. The Committee Chair will conduct all meetings of the Committee and sign the minutes of the meetings of the Committee. The Vice Chair will act in place of the Chair if the Chair is not present.

Section 5A.7 Committee Meetings: The Committee will meet at least twice each month to consider applications from property owners and conduct other Committee business. Meetings of the Committee will be open to applicants and members of the Association.

Section 5A.8 Quorum for Meetings: A quorum for meetings of the Committee will be three (3) members. No decision will be made or business transacted by the Committee at a meeting unless there is a quorum present.

Section 5A.9 Applications for Approval: All applications to the Committee for approval under Article V of the Deed Restrictions will be made in writing in a format and to standards established by the Committee. The Committee will approve and make available to property owners necessary application information and forms. Application to the Committee will be reviewed and approved or disapproved in regularly scheduled meetings of the Committee, or at a special meeting called by the Chair or any two (2) members of the Committee with twenty-four (24) hours notice in writing to all Committee members. Notice of any special meeting must specify applications to be discussed at the meeting and no other application or business may be discussed or voted on at such a special meeting.

Section 5A.10 Committee Decisions: Decisions of the Committee will be made by a majority of a quorum of the Committee. The Committee is not authorized to delegate to a sub-committee or an individual Committee member the authority to make decisions for the Committee.

Decisions of the Committee will be recorded in written minutes of Committee meetings.

Decisions of the Committee will be given in writing.

Section 5A.11 Indemnification of Committee Members: Members of the Committee will be indemnified by the Association in the same manner as provided for members of the Board in the Bylaws of the Association.

Section 5A.12 General: Changes in the provisions of this Consent, except for the extension of authority of the Committee in Section 5A.1, and other changes permitted in and by Article V of the Deed Restrictions may be made at anytime by written instrument signed by a majority of record owners of the properties subject to the Deed Restrictions, provided that no change may be made within five (5) years of the date of recording of any previous changes.

ARTICLE VI USE RESTRICTIONS

The lots and the Common Area shall be occupied and use 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 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 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:²⁶ 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:²⁷ 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 outbuilding 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.

Silver Creek & Ridge Creek Subdivisions²⁸

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 the 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 six thousand (6000) square feet, nor a frontage of less than fifty-four (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.

Emerald Valley Subdivision²⁸

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 the 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 five hundred (4500) square feet, nor a frontage of less than forty-one (41) 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.

Village Northwest Subdivision²⁸

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 the 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 five thousand five hundred (5500) square feet, nor a frontage of less than fifty (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 plat.

Silver Creek, Ridge Creek, Emerald Valley Subdivisions¹¹

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 \$27,000.00, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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.

On all lots situated to the east of Tezel road, the entire floor area of the main structure, exclusive of one story open porches and garages, shall not be less than one thousand one hundred (1,100)

square feet for single-story houses, nor less than one thousand three hundred fifty (1,350) square feet for a two-story structure.

On all lots situated to the west of Tezel road, the entire floor area of the main structure, exclusive of one story open porches and garages, shall be not less than nine hundred (900) square feet for single-story houses, nor less than one thousand one hundred (1,100) 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 the first floor window height, exclusive of openings and trim, provided, however, this provision shall not be construed as permitting dwellings situated on corner lots to face side streets. For the purpose of these restrictions masonry includes stucco and all materials referred to in the San Antonio building industry as masonry.

Village Northwest Subdivision

Section 6.6 Size Dwelling: The entire floor area of the main structure, exclusive of open porches and garages, shall not be less than one thousand (1,000) square feet for single family houses. A minimum of twenty-five percent (25%) of the first story 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 6.7 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 building shall exceed the dwelling to which it is appurtenant in height or number of stories.

Silver Creek & Ridge Creek Subdivisions

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 purposes 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.

Emerald Valley Subdivision

Section 6.8 Building Location: No building shall be located on any lot nearer than twenty (20) 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 purposes of this covenant, eaves steps or 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.

Village Northwest Subdivision

Section 6.8 Building Location: No building shall be located on any lot nearer than twenty (20) feet to 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 ten (10) feet between main residential structures and residents shall be permitted access for property maintenance. For the purposes of this covenant, eaves steps or 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 6.9 Signs:²⁹ 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 (1) square foot, one sign of size not more than five (5) 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:³⁰ No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs and cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

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.

Silver Creek, Ridge Creek & Village Northwest³¹

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 dwelling, (i.e., separating front and rear yards) and on all corner lots along that portion of side or rear yards front on the streets] shall be six (6) 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 barb wire, sheep wire, chicken wire, etc.) will be permitted on any lot. In no case shall a yard fence be forward of the twenty-five (25) foot setback line. No existing dwelling shall be moved onto any lot in this subdivision.

Emerald Valley³¹

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 dwelling, (i.e., separating front and rear yards) and on all corner lots along that portion of side or rear yards front on the streets] shall be six (6) 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. No fences with a rural character (i.e., cedar post and barb wire, sheep wire, chicken wire, etc.) will be permitted on any lot. In no case shall a yard fence be forward of the platted setback line. No existing dwelling shall be moved onto any lot in this subdivision.

Silver Creek, Ridge Creek, Emerald Valley Subdivisions

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 (5) 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 easement. 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 (5) foot wide easements for drainage purposes on, over, and across rear lot lines and three (3) foot wide easements for drainage purposes on, over, and across the side lot lines of each and every lot in this subdivision.

Village Northwest Subdivision

Section 6.14 Easements: Easements 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 easement. 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 or removable fence structures along the side lot lines must be provided. The gate 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 (3) foot 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 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 6.15 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway 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 twenty-five (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 ten (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 sight lines.

Silver Creek, Ridge Creek, Emerald Valley Subdivisions³²

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.

Village Northwest Subdivision³²

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 forty-eight (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.

Village Northwest Subdivision

Section 6.17 Sidewalks: A concrete sidewalk three (3) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire front of all lots. In addition thereto, a three (3) foot wide sidewalk shall be constructed parallel to the curb two (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 there under.

Village Northwest Subdivision

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 ten (10) feet above the roof of the main residential structure on said lot.

ARTICLE VII EASEMENTS

Section 7.1 Construction: Each lot and the property included in the Common Area shall be subject to the easement for encroachments created by construction, setting 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 blank 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 systems. 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 any other management company selected by the Association to enter in or 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 the said property except as initially programmed and approved by the 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:³³ The Association, or any owner, shall have the rights 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 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 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 is recorded¹², 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:¹³

- (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 hereto¹⁴, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the Federal Housing Administration (FHA) and/or the Veterans Administration (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 seal¹⁵ this date¹⁶.

**DECLARATION OF USE RESTRICTIONS
FOR
GREAT NORTHWEST (UNIT 18A)
KNOW AS
THE COMMONS¹⁷
AND
TIMBERWILDE SUBDIVISION¹⁸
AND
GREAT NORTHWEST (UNIT 80)
KNOWN AS
STAGE COACH CROSSING SUBDIVISION¹⁹**

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 know as “The Commons at Village Northwest” (hereinafter called the “Subdivision”), such lots being more particularly described in Exhibit A²⁰ 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 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):

**ARTICLE 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 the 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.

ARTICLE 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 Interior Architectural Control Committee: The Interior Architectural Control Committee shall be William D. Jackson, Greg Barrineau and Rowena Archer, or a representative or representatives appointed by a majority of them, or to another committee in the event the Interior 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 Interior 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 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 Interior Committee: The Interior 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 Interior Committee as of the date hereof shall be as follows: 1848 Lockhill-Selma Road, Suite 102, San Antonio, Texas 78213; and this address may be changed from time to time by the Interior 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 Association should be contacted.²¹

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 purposed 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 structure 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 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 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 disapprove any plans and specifications.

Section 11 Assignment of Rights to Umbrella Committee: The Interior 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 Interior 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.

Stage Coach Crossing Subdivisions

Section 12 Notwithstanding the foregoing and from the date of annexation, all authorities and powers granted to the Committee are exercised subject to the Umbrella Committee's authority to overrule decisions made by the Committee to the extent that the Umbrella Committee determines that said decisions are inconsistent with the Umbrella Declaration or the policies and decisions of the Umbrella Committee. Interior Committee decisions shall not be communicated to applicants until the Umbrella Committee has reviewed said decisions.

ARTICLE III SIZE OF LOT AND DWELLING²⁸

The Commons & Timberwilde Subdivisions

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 (4000) square feet.

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 (900) square feet for a single-story structures and one thousand one hundred (1,100) square feet 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 (450) square feet of total living area.

Stage Coach Crossing Subdivision

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 (4000) square feet.

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 one thousand (1000) square feet for single story structures and one thousand two hundred (1,200) square feet 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 (450) square feet of total living area.

ARTICLE IV MASONRY REQUIREMENTS

The Commons and Timberwilde Subdivisions

That portion of the exterior walls of the main residence building constructed on any lot which are within eight (8) feet 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 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.

Stage Coach Crossing Subdivision

That front portion of the exterior walls of the main residence building constructed on any lot shall be at least one hundred percent (100%) 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, fiber cement, and all other materials commonly referred to in 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.

ARTICLE 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 (1/3) of the lot and shall be subject 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 (5) feet from any rear or side lot lines.

**ARTICLE VI
FENCES³¹**

In order to insure 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; 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 (6) foot vertical privacy fence 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 (5) feet 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, 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 a point twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended; the same sight line limits shall apply on any lot within ten (10) feet 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.

**ARTICLE VII
DRIVEWAYS**

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

**ARTICLE VIII
TEMPORARY STRUCTURES**

No structure of a temporary character (e.g., trailer, tent, shack, garage, barn or other outbuildings) shall be used on any lot at any time as a 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 right to approve the erection, placement, and maintenance of such facilities herein described in or upon any lot(s) as in its sole discretion may be necessary or convenient while selling lots, selling or construction 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.

**ARTICLE 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.

**ARTICLE 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 as the dwelling is constructed along its street frontage for the use of pedestrians.

**ARTICLE 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.

**ARTICLE XII
SIGNS AND BILLBOARDS²⁹**

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,

provide it does not exceed three (3) feet by five (5) feet in size and except that signs of a larger size advertising the Subdivision may be erected by a builder, if approved by Declarant.

ARTICLE XIII
VEHICLES³²

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 of the building line of the permanent structure and shall be kept, parked, stored, or maintained on other portions of the 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 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.

ARTICLE XIV
NUISANCES²⁶

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 landscaping 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 the Declarant or otherwise.

**ARTICLE XV
GARBAGE AND REFUSE MATERIAL**

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.

**ARTICLE XVI
PETS³⁰**

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.

**ARTICLE 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.

**ARTICLE XVIII
WATER AND SEWERAGE SYSTEMS**

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

**ARTICLE XIX
RADIO OR TELEVISION ANTENNAE**

No radio or television aerial wires or antennae shall be maintained on any portion of any lot forward 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 and television aerial wires or antennae shall be placed or maintained on any lot which extends more than five (5) feet above the highest part of the roof of the main residence on said lot. In no event shall any cable equipment, discs,

towers, 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.

ARTICLE XX ATHLETIC FACILITIES

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

ARTICLE 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.

ARTICLE 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.

ARTICLE 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 (5) feet of the side boundary of a lot, within ten (10) feet from the rear property line or within twenty (20) feet of the front boundary of a lot. The eaves of a 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.

ARTICLE XXIV

ENFORCEMENT

If the owner of any lot in the Subdivision, or the 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/her 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 the 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.

ARTICLE XXV DURATION, RIGHT TO ENFORCE AND AMENDMENTS³³

The Commons and Timberwilde Subdivision

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 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 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.

Stage Coach Crossing Subdivision

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, 2053, at which 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 part. These Use Restrictions may be amended prior to January 1, 2053, by an instrument signed by not less than seventy percent (70%) in interest of the lot owners.

ARTICLE 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.

ARTICLE XXVII
ANNEXATION OF SUBDIVISION WITHIN SCOPE AND PURVIEW OF PROVISIONS
OF UMBRELLA DECLARATION²²

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 know as the Great Northwest Improvement Association, Inc. (the “Umbrella Association”) as created in the Umbrella Declarant, 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 time to time. The owner of any lot in the Subdivision shall have voting rights comparable to other members similarly 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 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.

ARTICLE XXVIII
CONFLICTS WITH USE RESTRICTIONS ESTABLISHED IN THE 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.

Dated²³, the Declarant²⁴ and approved and agreed by the Association²⁵.

EXPLANATORY NOTES

1. Declaration refers to Declaration of Covenants, Conditions and Restriction, Great Northwest Subdivision, registered in Bexar County property records on March 24, 1976 at Volume 7782 beginning page 598; Amendments to Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision, registered on June 23, 1977 at Volume 8171 beginning page 357; and Declaration of Covenants, Conditions and Restrictions, Additional Areas of Great Northwest Subdivision, registered on September 18, 1980 at Volume 2078 beginning page 707.
2. Certain property refers to property described in or in appendices to the Declarations described previously and Certificates of Annexation to such Declarations for Great Northwest Units #1, 2, 3, 3A, 4, 4A, 5, 6, 7, 8, 9, 10, 12, 14, 15, 16, 17, 18, 19, 20A, 22, 23, 24, 25, 26, 27, 28, 29, 33, 36A, 38, 42, 43A, 43B, 43C, 48A, 50, 56A, and 57, and Village Northwest Units #1 and 2.
3. "Association" is defined in the Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision, registered on Mar 24, 1976 at Volume 7783 beginning page 598 as "Great Northwest Community Improvement Association Inc." and in Declaration of Covenants, Conditions and Restrictions, Additional Areas of Great Northwest Subdivision, registered on September 18, 1980 at Volume 2078 beginning page 707 as "Great Northwest Community Improvement Association Number Two, Inc.". By order of the Court of the 37th Judicial District, Bexar County, in Cause #91- CI-15781, made April 2, 1992, Great Northwest Community Association, Inc. and Great Northwest Community Improvement Association Number Two, Inc., were to be declared to be one and the same corporate entity. The Association operates under the corporate name Great Northwest Community Improvement Association, Inc. Consequently, any reference to the Association in the documents described previously is a reference to Great Northwest Community Improvement Association, Inc. Public notice of this Declaration is given in Affidavit of Identity filed in the Official Public Records of Real Property of Bexar County, Texas, at Volume 5772, pp. 0482-0489.
4. Common area includes real property and improvements constructed or situated thereon as set out in the documents described previously together with all real property and improvements subsequently acquired, purchased, improved and/or constructed by the Association.
5. Class B Voting membership ended January 1, 1986. After that date all voting member of the Association hold Class A membership.
6. Class B voting membership ended January 1, 1986.
7. Although construction of residences begin in the Great Northwest during calendar year 1976, the Association's first financial records date fiscal year 1979. Commencement if annual assessments against each lot began no later than November 30, 1979.

8. Due date for payment of the annual assessments is fixed each year by resolution of the Association's Board of Directors. As of the annual assessment for calendar year 1995, it is anticipated the due date will remain January 31st each year.
9. The date on which authority for the Architectural Control Committee expires, unless otherwise extended through the mechanism set out in this section, is January 1, 1986 in the Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision, registered in the Bexar County property records on March 24, 1976 at Volume 7783 beginning page 598, and on January 1, 1996 in the Declaration of Covenants, conditions and Restrictions, Additional Areas, Great Northwest Subdivision, registered in the said records on September 18, 1980, at Volume 2078 beginning page 707. By order of the Court of the 37th Judicial District, Bexar County, Cause 91-CI-15781, made April 2, 1992, the latest of these two dates was adopted as the date on which authority for the Committee expires. Consequently, unless the mechanism set out in this section was used to extend the authority and operation of the Architectural Control Committee, it expires on January 1, 1996. This mechanism was used and the authority and operation of the Committee extended.
10. The authority and operation of the Architectural Control Committee was renewed and extended on January 1, 1996, by written consent of the majority of the then record owners of the properties controlled by the Declarations. The Declaration of Renewal and Extension was recorded in the Official Public Records of Real Property of Bexar County in Book D Volume 066747, pp. 01532 – 01537. The procedures set out in Sections 5A.1 through 5A.12 were included in that Declaration and added to this Article.
11. Original provision set out in Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision, registered in the Bexar County property records on March 24, 1976 at Volume 7783 beginning page 598 were amended by Amendment to Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision, registered in the said property records on June 23, 1977 at Volume 8171 beginning page 357.
12. Initial term of Deed Restrictions expires September 18, 2010. Declaration of Covenants, Conditions and Restrictions Great Northwest Subdivision, was registered in the Bexar County property records on March 24, 1976 at Volume 7783 beginning page 598 and Declaration of Covenants, Conditions and Restrictions, Additional Areas of Great Northwest Subdivision, was registered on September 18, 1980 at Volume 2078 beginning page 707 and each document provides expiry of the initial term of the Deed Restrictions is thirty (30 Years from the date of registration. By order of the Court of the 37th Judicial District, Bexar County, Cause 91-CI-15781, made April 2, 1992, the latest of these two dates is adapted as the date of expiry of the initial term of the Deed Restrictions.
13. Annexation refers only to the addition of property which is subject to the Deed Restrictions referred to previously. Annexation does not refer to the municipal annexation of the Great Northwest by the City of San Antonio effective December 31, 1989.

14. Additional Areas are described in appendices to both Declarations referred to previously.
15. Documents were executed by the following:
 - a. Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision, registered in the Bexar County property records on March 24, 1976 at Volume 7783 beginning page 598, by Royal Crest, Inc and Texas Central Mortgage Co.
 - b. Amendment to Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision, registered in the Bexar County property records on June 23, 1977 at Volume 8171 beginning page 357, by Nance & Associates, Inc., Texas Central Mortgage Co., Windsor Homes, inc., Coates development Company, Fred E. Burns, Inc., Veterans Administration and the Secretary of Housing and Urban Development acting through and by the Federal Housing Commissioner.
 - c. Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision, registered in the Bexar County property records on September 18, 1980 at Volume 2078 beginning page 707, by Nance & Associates, Inc., and Texas Central Mortgage Co.
16. Dates documents were signed are:
 - a. Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision, Volume 7783 page 598, on March 24, 1976
 - b. Amendment to Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision, Volume 8171 page 357, on March 23, 1977
 - c. Declaration of Covenants, Conditions and Restrictions, Additional Areas of Great Northwest Subdivision, Volume 2078 page 707, on September 11, 1980.
17. Declaration of Use Restrictions for Great Northwest (Unit 18A) registered in the Official Public Records of Real Property of Bexar Country, Texas, at Volume 6530, pp. 1877 – 1892 on September 11, 1995.
18. Declaration of Use Restrictions for Timberwilde Subdivision registered in the Official Public Records of Real Property of Bexar Country, Texas, at Volume 9835, Starting pp. 152 on August 31, 2004
19. Declaration of Use Restrictions for Great Northwest (Unit 80) registered in the Official Public Records of Real Property of Bexar Country, Texas, at Volume 10159, pp. 238 – 256 on July 17, 2003
20. Legal description of lots covered by this Declaration are:
 - a. Great Northwest Subdivision, Unit 18A, Lots 1 – 37, Block 2 New City Block 18821 and Lots 1- 41 Block40, New City Block 18739, Great Northwest Unit18A, according to a plat thereof, recorded in Volume 9351, page 210, Deed and Plat Records of Bexar County, Texas.

- b. Great Northwest Subdivision, Unit 80, Lots 1- 69, Block 42, New City Block 18741, Great Northwest Unit 80, according to a plat thereof, recorded in Volume 9558, page 47, Deed and Plat Records of Bexar County, Texas.
 - c. Timberwilde Subdivision, Lots 24 - 87, New City Block 18792, Block 92, Timberwilde Subdivision, as shown on plat 030333 recorded in Volume 9559, Page 183, Deed and Plat Records of Bexar County, Texas.
21. The Association can be contacted at 8809 Timberwilde Drive, San Antonio, Tx. 78250.
22. Certificates of Annexation;
 - a. The Certificate of Annexation to Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision dated March 24, 1976, and recorded in Volume 7783, starting at page 598, of the Official Public Records of Real Property of Bexar County, Texas, is registered in the Official Public Records of Real Property of Bexar County, Texas at Volume 6530, starting at page 1877, on September 11, 1995 (Unit 18)
 - b. The Certificate of Annexation to Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision dated March 24, 1976, and recorded in Volume 7783, starting at page 598, of the Official Public Records of Real Property of Bexar County, Texas, is registered in the Official Public Records of Real Property of Bexar County, Texas at Volume 10159, starting at page 238, on July 17, 2003 (Unit 80)
 - c. The Certificate of Annexation to Declaration of Covenants, Conditions and Restrictions, Great Northwest Subdivision dated March 24, 1976, and recorded in Volume 7783, starting at page 598, of the Official Public Records of Real Property of Bexar County, Texas, is registered in the Official Public Records of Real Property of Bexar County, Texas at Volume 9835, starting at page 152, on 31 August 2004 (Timberwilde)
23. Date documents were signed
 - a. Dated September 7, 1995 (Unit 18A)
 - b. Dated July 3, 2003 (Unit 80)
 - c. Dated Aug 31, 2004 (Timberwilde)
24. Declarant.
 - a. Declarant is L-J-T, Inc. By its President, William D. Jackson (Unit 18A)
 - b. Declarant is Nance & Associates, Inc. By its Chairman, Wayne T. Nance (Unit 80)
 - c. Declarant is Pulte Homes By its Controller Kenneth Dicekal (Timberwilde)
25. Signatories.
 - a. Approved and agreed by Great Northwest Community Improvement Association Inc., by its Chairman of the Board, Ronald C. Lewis. (Unit 18A)
 - b. Approved and agreed by Great Northwest Community Improvement Association, Inc., by its Chairman of the Board, Joe Martinez. (Unit 80)

- c. Approved and agreed by Great Northwest Community Improvement Association, Inc., by its Chairman of the Board, Jason J. Kelly. (Timberwilde)

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Great Northwest Community Improvement Association, Inc.
8809 Timberwilde Drive
San Antonio TX 78250

