

**FIRST AMENDED
COVENANTS AND RESTRICTIONS
NORTHERN HILLS SUBDIVISION**

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On Jul 30 1996

At 1:00pm

Receipt #: 148854
Recording: 92.00
Doc/Mgmt: 6.00

Doc/Num : 98- 0132467

Deputy -Betty Sepalveda

STATE OF TEXAS §
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COUNTY OF BEXAR §

WHEREAS, the undersigned are presently property owners of portions of that certain tract of land known as Northern Hills Subdivision, Unit One, situated in Bexar County, Texas; consisting of 20.2 acres of land being a re-subdivision of Tract No. 6, W & M SUB-DIVISION, recorded in Volume 6100, Page 227 of the Deed and Plat Records of Bexar County, Texas; and,

WHEREAS, the previous property owner of said premises, JOHN C. BREAKER, did file on February 5, 1970, certain restrictions and covenants in Volume 6299, Page 494, Official Real Property Records of Bexar County, Texas, and

WHEREAS, the undersigned property owners desire to amend the aforesaid restrictions and covenants, are willing to be bound by such amendments, and are willing to bind their heirs, executors, successors and assigns;

NOW THEREFORE, KNOW ALL PERSONS BY THIS DOCUMENT that the undersigned hereby do adopt, declare, and impose upon themselves, their heirs, their legal or personal representatives, successors and assigns the following FIRST AMENDED COVENANTS AND RESTRICTIONS, recognizing that the same shall become effective after at least a majority of the owners of said property have signed this document and the same has been recorded in the Official Real Property Records of Bexar County, Texas:

1. The term "mobile home" as used herein shall include and also mean the same as "H.U.D. code manufactured home" and "Manufactured home", per applicable Texas statute(s). The term does not include "recreational vehicle".
2. The term "subdivision" as used herein shall mean the "20.2 acres of land being a re-subdivision of Tract No. 6, W & M SUB-DIVISION, recorded in Volume 6100, Page 227 of the Deed and Plat Records of Bexar County, Texas" and mentioned in Volume 6299, page 494, et seq., Official Real Property Records of Bexar County, Texas.
3. Each of the ninety (90) platted residential lots in the subdivision shall be occupied by one mobile home and no other type of residence. No other type of structure or habitation, except as provided herein, may be constructed or placed onto such residential lots.

4. Each "residential" lot may be used only for residential purpose. Only one mobile home shall be placed on any residential lot. Only one family may occupy any residential lot. The term "family" includes a single individual.
5. Every mobile home located on a residential lot must contain a kitchen sink, toilet, lavatory or wash basin, and tub or showers, and must be connected to public water, sewer and electrical service lines.
6. Each mobile home placed on a residential lot must be kept in good repair, have its towing tongue removed, be "skirted" with wooden, plastic, or metal skirting, and be secured to the ground to prevent movement during high winds. Skirting and tie-downs must meet industry or government approved standards.
7. No mobile home placed on any residential lot hereafter shall have been more than ten years old as of the date of placement, nor contain an interior area of less than five hundred (500) square feet of space. Each mobile home must be kept in good repair and have well built outside access stairs with railings attached thereto.
8. No mobile home shall be placed on any residential lot unless its side shall be no closer than 25 feet nor further than 40 feet from the front or street property line, at least 3 feet from the side property lines, and at least 10 feet from the rear property line. The front or street property line shall be the property line parallel to any street for which a governmental entity assigns a street number for the lot. Any mobile home must be placed so that it is substantially parallel or perpendicular to the public street.
9. There may be erected or placed on any residential lot a storage structure, not to be used as a habitation, located not less than 25 feet from the front property line, at least 3 feet from the side property line, and not less than 10 feet from the rear property line. No such structure shall contain any toilet, shower, or sewer facilities. Clotheslines shall be located away from the street side of the mobile home and no closer than 10 feet from any side or rear property line.
10. No more than one boat on a trailer, one travel trailer, one motor home, or one utility trailer may be kept on a residential lot, provided, however, that any such may not be used as a habitation and connected to utility lines and any such shall be kept in good condition and repair, not detracting from the general appearance of the neighborhood.
11. All garbage and refuse shall be placed in metal or plastic sealable garbage containers, such containers being maintained in good condition and kept out of sight except on garbage pick-up days, such days being established by the garbage collection service serving the premises. Garbage collection services shall be provided at the expense of residential lot owners and shall be provided not less than twice per week.

12. No permanent advertising sign shall be allowed on any residential lot. Temporary signs no larger than 3 feet by 3 feet (3' x 3') may be allowed for the purpose of indicating that a residential lot is for sale or rent.
13. No occupant of any residential lot, nor the guest(s) of any such occupant, may perform any action that would be unlawful or that would disturb the rights, comforts or conveniences on any neighbor.
14. Except as otherwise hereafter allowed, the keeping, feeding, or using of any livestock, poultry, any other animal, bird, or reptile, shall not be allowed on any residential lots. Occupants of any lot may keep no more than two dogs, two cats, or two caged birds at any residential lot. Such permitted pets must be kept in a clean and sanitary manner and not allowed to leave the residential lot unless on a leash or while caged. Puppies or kittens born of on-site permitted pets must be removed from the lot no later than eight weeks after birth. Any dog located on a residential lot that barks, howls, or makes any other noise to the extent that it disturbs the rights of neighbors may or shall be removed at the discretion of the Executive Committee, hereinafter identified.
15. Mailbox design, construction, and maintenance for each lot shall be controlled by the Executive Committee utilizing guidelines established by governmental postal authority. Each lot owner is responsible for the cost of erecting and maintaining its postal mail box.
16. No drainage or utility access easement may be blocked so as to hinder or defect its intended purpose.
17. All lots, improvements located thereon or landscaping thereto shall be kept clean and neat at all times. Painted exterior surfaces shall be kept free of cracking, peeling or faded paint. Yard grass shall be kept neatly mowed and never be allowed to be higher than six inches. No outside storage of inoperable vehicles, excess metal or lumber, building materials, yard materials, junk, or trash shall be allowed. Common chain link fences were installed by the developer to mark property lines and are owned equally by both property owners. Removal and/or change must be agreed to by both parties and the Executive Committee.
18. There is hereby established an Executive Committee (the "Executive Committee" referred to in prior section of this document) which shall consist of the President, the first Vice President, second Vice President, Secretary, Treasurer, Chairman of Social Committee and Chairman of Maintenance Committee of the Northern Hills Unit One Homeowners' Association.
19. In the event of any violation or threatened violation of any of the restrictions or covenants herein, the Executive Committee or any owner in this Subdivision, Unit One, may bring action by law or in equity, for injunctive relief of damages,

or for any other relief, or other remedy as may be available at law or in equity. In the event the Executive Committee recover judgment against any person for a violation or threatened violation of any of the covenants herein, the Executive Committee is also entitled to recover from such person costs and expenses including reasonable attorneys fees.

20. The Executive Committee is hereby granted authority, approval, and the right to take such actions without the necessity of litigation as may be reasonably necessary to remedy any adverse condition present at any lot due to lack of ordinary care for the landscaping and improvements thereon; PROVIDED that the Executive Committee shall first have given at least ten days' written notice of the necessity for such action to the owners and occupants of the premises in question by certified mail, return receipt requested. If the said owner(s) or occupant(s) of said lots do not remedy the condition within the 10 day time period, then the Executive Committee may take such action(s) as may be necessary to remedy the condition at the cost of the owner of the effected lot. Such costs shall be due and payable within 30 days of the date of the owner(s) of said lot receipt of an invoice for such work from the Executive Committee. If not paid, the amount due shall constitute a valid lien against the affected lot as if it were a mechanics and materialmen's lien.
21. No tree or structure exceeding fifteen (15) feet in height from the surface of the ground may be planted, built, or erected on any lot without the written permission of the Executive Committee; which permission will not be unreasonably withheld.
22. The failure of any owner or the Executive Committee to enforce any provision, restriction or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to any other breach occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Executive Committee or such owner.
23. Approval or disapproval of the Executive Committee of any matter requiring its attention shall be given promptly. The decisions of the committee shall be recorded in its records. Should the Executive Committee or its designated representative, fail to act upon or make known its action on any given matter for which its decision is required or requested within thirty (30) days following submission in writing to it of any such request or any plans or specifications, such request or such plans and specifications or other matter so submitted shall be deemed to have automatically received Executive Committee approval.
24. The tract of land described in the re-subdivision of Tract 6 as Lot 32, Block 2, Northern Hills Subdivision, Unit One (8455 Braewick Drive), has been reserved and is set aside, together with all buildings and improvements thereupon, to be used as a meeting place and a recreational facility for the owners of lots in Subdivision, Unit One. Each lot in Subdivision, Unit One, shall have and carry

with it an undivided interest equal to the interest held by each other lot in said Subdivision, Unit One.

25. These Restrictions and Covenants herein set forth and established shall apply to Lot One (1) through Lot Fifty-two (52) inclusive, Block One (1), and to Lot One (1) through Lot Thirty-one (31) and Lot Thirty-three (33) through Lot Thirty-eight (38) inclusive of Block 2, of said re-subdivision plat of Tract 6, Northern Hills Subdivision, Unit One; but said Restrictions and Covenants shall not apply in any way to Lot A or Lot B, Block One (1), or to the unplatted one acre (1) well site, or to Lot Thirty-two (32), Block 2, shown by said re-subdivision plat of said Tract 6.
26. These Restrictions and Covenants shall run with the land and shall be binding upon all persons in interest and upon all owners of lots, in this Subdivision, Unit One, their heirs, legal or personal representatives, successors, and assigns, for a period of ten (10) years from the date this document is filed for recording in the Office of the County Clerk of Bexar County, Texas; thereafter be automatically extended in periods of ten (10) years, unless an agreement in writing, acknowledged by a majority of a called meeting of the Homeowner Association of the Northern Hills Subdivision, Unit One, shall have been duly recorded in the Deed Records of Bexar County, changing or amending said Restrictions and Covenants in whole or in part, or discontinuing all or any one of them, the provisions of such latter instrument becoming controlling at that time. All references to this document to Subdivision, Unit One, shall mean reference to Northern Hills Subdivision, Unit One, described in the first paragraph on page one (1) of these Restrictions and Covenants.
27. Whenever any notice is required by this document to be given, the notice shall be in writing, and shall constitute notice if sent by registered or certified mail to the last known address of the person notified. Any notice to be given under the requirements of this document may be waived by the person entitled thereto.
28. Invalidation of any one or more of the provisions, restrictions, or covenants herein contained by final judgment or order of any court of competent jurisdiction shall not affect any other provisions, restrictions, or covenants, all of which remain in force and effect in accordance with the terms and conditions hereof.