

NC Sec II

HOME CRAFT CORPORATION TO THE PUBLIC
DECLARATION OF RESTRICTIONS

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6879

THE STATE OF TEXAS
COUNTY OF GUADALUPE

This Declaration, made on the date hereinafter set forth by Homecraft Corporation, a Texas Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property known as Northcliffe, Section II _____, a subdivision in Guadalupe County, Texas, according to the map or plat thereof recorded in Volume 4, Page 54-57 of the Map Records of Guadalupe County, Texas; and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision:

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon 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.

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ARTICLE I

Definitions

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such alterations thereto as may hereafter be recorded.

Section 3. "Builder Owners" shall be any person who acquires a Lot or Lots for the purpose of engaging in the business of constructing single family

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarants" shall mean and refer to HOMECRAFT CORPORATION, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Recorded subdivision map of the Properties. The recorded subdivision map of the Properties dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown thereof and such recorded subdivision map of the Properties further establishes certain restrictions applicable to the Properties including without limitation certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the recorded plat or replat of the subdivision of the Properties are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-ways as shown on the recorded subdivision map of the Properties for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the Properties, with the concurrence of the landowner(s). Declarant reserves the right to make changes and additions to the above easements for the purpose of most efficiently and economically installing the improvements, by obtaining the necessary approvals and by recording the replat of said subdivision. 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 or flowers or any other property of the owner on the land covered by said easement. Utility easements shall not be permanently fenced in, rather that obstruction across the easement be only by the installation of twelve foot (12') wide gates (two six foot gates), which will be kept unlocked at all times, in order to provide continuous access for the use of this cooperatives motor vehicles for serving the systems. The gates shall be secured in the center by a drop rod or similar device

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which does not obstruct free passage over the easement. There shall be no shrubberies, trees, or other appurtenances in the utility easement that would prevent motor vehicles from servicing the system. The electrical meters shall not be enclosed in a fence.

Section 3. Installation of Paving. Declarant may, during installation of paving of the streets as shown on the recorded subdivision map of the Properties, cross any of the Properties for the purpose of disposing of street excavation, including the removal of trees, if necessary, whether or not the properties have been conveyed to and/or contracted for by any other Owner(s), by first obtaining written approval by the pertinent Owner(s).

Section 4. Title subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his lot.

ARTICLE III

Use Restrictions

Section 1. Single family residential construction. No building shall be erected, altered or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height and a private garage or carport for not less than one (1) nor more than three (3) cars. A minimum of 25% of the first floor wall area to the top of the first floor window height and exclusive of openings shall be of masonry, masonry veneer, or stucco construction. Variance may be approved by Architectural Committee. Further, a concrete sidewalk with a minimum width of three feet shall be constructed across the full width of all lots. On corner lots the sidewalk shall be installed adjacent to both streets, except that on streets on which no residences front, the sidewalk is required on one side of the street only. Sidewalk construction shall meet local codes and specifications.

Section 2. Minimum square footage within improvements. The living area on the ground floor of the main structure located on any lot exclusive of open porches and garages shall not be less than One Thousand (1,000') square feet.

Section 3. Location of the improvements upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat or replat; however, in no instance shall a building be located nearer to the front property line than twenty-five feet (25'). The main residential structure (exclusive of detached garages and outbuildings) shall be located no less than fifteen feet (15') from the rear property line. Subject to the provisions of Section 4, no part of the house building or garage shall be located nearer than five feet (5') to an interior side Lot line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction to encroach upon another Lot. Deviations may be authorized by the Architectural Control Committee.

Section 4. Composite building site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the Lots in the same block.

Section 5. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 6. Use of temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and slighty, as determined by the Architectural Control Commi

Section 7. Storage of automobiles, boats, trailers and other vehicles.

No boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are to be semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rest of the Lot. Semi-permanent is determined as exceeding a twelve (12) hour period of time.

Section 8. Mineral operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 9. Animal husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than two of each type of pet will be permitted on each lot.

Section 10. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls, or fence shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than eight (8') high, providing, however, that any such fence, wall or hedge over six (6') high has been approved by the City Council of the City of Schertz.

Section 11. Visual obstructions at the intersections of public streets. No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

Section 12. Lot maintenance. The Owners or occupants of all lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator as permitted by law). The drying of clothes in full public view is prohibited and the Owners or occupants of any lots at the intersection

of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

Section 13. Signs, advertisements, billboards. Except for signs owned by Declarant or other builders advertising their model homes during the period of original home construction and home sales, no sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said subdivision. Declarant, or its assigns, will have the right to remove any sign, advertisement or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

Section 14. Roofing material. The determination of materials to be used for the roof of any building to be located on any Lot shall rest exclusively with the Architectural Control Committee and the type and coloring of roofing material shall be permitted only at its sole discretion upon written request.

Section 15. Maximum height of antennae. No radio or television aerial wires or antennae shall be maintained on any portion of any Lot forward of the front building line of said 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 IV

Architectural Control Committee

Section 1. Approval of building plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of Northcliffe, Section II. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its

designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. Committee membership. The Architectural Control Committee shall be composed of Harlan E. Smith, George H. Matters, and Sidney F. Stephenson, of 4915 Stillcreek, San Antonio, Texas, who by majority vote may designate a representative to act for them. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative while under the control of the Declarant shall cease when ownership by Declarant of the lots in this subdivision has been conveyed to the homeowners. Thereafter, the approval described in this covenant and all power vested in said Committee by this covenant shall not be required unless, prior to said conveyance of ownership and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded appointing a representative or representatives who shall hereinafter exercise same power previously exercised by said committee.

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ARTICLE V

General Provisions

Section 1. Enforcement. The Owner of any Lot shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment to the above deed restrictions. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty per cent (60%) of the Lot Owners. Any amendment must be recorded.

IN TESTIMONY WHEREOF, Homecraft Corporation has caused these presents to be executed by its Vice President and attested to by its Asst. Secretary, this

7th day of December, 1976



HOMECRAFT CORPORATION

[Signature]
Vice President

[Signature]
Asst. Secretary

STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned authority, on this day personally appeared Victor F. Butschek, Vice President of Homecraft Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN ~~under~~ by hand and seal of office this 7th day of December, 1976.



[Signature]
Notary Public in and for

THE STATE OF TEXAS }
County of Guadalupe }

I, FRANK SCHMIDT, Clerk of the County Court in

and for said County, do hereby certify that the foregoing instrument of writing dated the 7 day of December, 1976, with its certificates of authentication, was filed for Record in my office the 7 day of December, 1976, at 11:30 o'clock A.M., and duly recorded the 10 day of December, 1976, at 8:50 o'clock A.M., in DEED Record of said County in Vol. 527, on Pages 712-20.

WITNESS my hand and the seal of the County Court of said County, at office in Seguin, Texas, the day and year last written above.

By [Signature] Deputy

FRANK SCHMIDT, Clerk
County Court, Guadalupe County.