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TITLE PAGE

Filed 29th day of February A.D. 1980 at 4:31 o'clock P .M. and recorded 29th day of February A.D. 1980 at 4:50 o'clock P .M. in Volume 134, pages 590-594, Official Public Records of Real Property Deed. DORIS LANGE, Clk.Co.Ct., Gillespie County, Texas.

Filmed by Debbie L. Wahl, Deputy.

Debbie L. Wahl

NORTHWOOD HILLS TO THE PUBLIC

CORRECTION

DEDICATION AND RESTRICTIONS

NORTHWOOD HILLS

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THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

Whereas, the undersigned is the owner of all lots situated in Northwood Hills located in Gillespie County, Texas according to the Plat of said addition recorded in Volume 1, Page 68, Plat Records of Gillespie County, Texas.

And whereas, the undersigned wish to assure the orderly and uniform development of the above-described property to be known as Northwood Hills situated in Gillespie County, Texas.

1. Dedication of Streets and Easements:

The undersigned hereby dedicate to the public for its use, the streets and easements shown on the plat of Northwood Hills which plat has heretofore been referred to and incorporated by reference herein. Fences, walls and hedges, but no building or structure or any other character may be erected or maintained on the drainage or utility easements, provided (1) that such fences, walls and hedges do not interfere in any way with drainage or with the use of said easements by public utilities then utilizing or hereafter wishing to utilize the same, (2) that the rights of the owners of such fences, walls and hedges shall be subordinate to the rights of such public utilities, and (3) that such public utilities may at any time without liability to the owner remove any such fence, wall or hedge where the removal of the same is incidental to the performance of public service operations. The undersigned shall have the right to vacate the easement appurtenant to any residential lot provided such vacation shall not prevent access by utilities then occupying any such easement to any residential lot shown or said plat.

2. Use of Land:

A. Single Family Dwellings:

All lots in the addition with the exception of the lots set forth in paragraph B below shall be restricted to one (1) single family residential dwelling per lot, or no building shall be erected, altered, placed or permitted to remain on any such lot other than a single family dwelling with at least a two (2) car garage. No residential lot covered under this paragraph and no residence or out building located thereon shall ever be used for other than a single family residence or purposes incidental thereto.

B. Exceptions to Above:

Due to the size of Lots 17 and 18 one single family residence for each 2 acres is permitted. Lot 17 could therefore accomodate two single family residences and Lot 18 could accomodate three single family residences.

3. Construction Requirements:

A. The exterior walls of any residential dwelling shall be a minimum of seventy five percent (75%) solid or veneered masonry or glass. The minimum acres requested are exclusive or porches and garages.

B. The roofing material utilized on the roof of any residential dwelling shall be composition or better material of a wood tone color. Metal roofs must be a painted wood tone color.

C. Every garage shall be attached to the residence or to a breezeway or covered porch attached to the residence.

D. Only new construction materials (except for used brick or stone) shall be used in constructing any structures situated on a lot.

E. During the development of the addition, a temporary sales office may be permitted to remain on no more than one lot.

F. Any fences constructed must utilize new materials (except for used brick or stone) and no fence shall be erected beyond the front corner of the residential dwelling.

G. No animal or animals other than domestic pets shall be allowed on any lot. Chickens, horses, swine, cattle or other livestock shall not qualify as domestic pets.

H. The minimum setback building line from the front property line shall be twenty five feet (25 ft.).

I. No structure shall be permitted on any lot nearer than six (6) ft. to any side property line. All residential structures shall contain a minimum of 1600 square feet of floor area. Said minimum "floor area" shall be exclusive of porches, basements, garages and attics.

J. No residence or structure of any character may be moved from any outside location to any lot of the addition. The construction or maintenance of billboards, poster boards, or any other advertising structures of any kind or any part of any lot is prohibited except that one professional sign not more than five (5) square feet in size advertising property for sale is permitted. In addition, one sign shall be permitted to be used by any builder or the developers of the addition to advertise the property during the construction and development of sales, so long as said signs are not offensive or illegal.

4. General Provisions:

A. Right to Enforce:

The restrictions herein set forth are imposed upon each residential lot for the benefit of each and every other residential lot and shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the undersigned, their successors and assignees and each and every purchaser acquiring any interest in any part of such land and their heirs and assigns. All persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all restrictions as to the use of said land. No restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or had an interest in said land or part thereof. The undersigned, their successors and assigns, and the owner or owners of any part of such land or any interest thereinacting jointly or separately, venting the breach of or to enforce the observance of, the restrictions and covenants set forth in addition to the ordinary legal action for damages; the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter; nor shall the failure to enforce such restrictions as to any one or more residential lots, or as to any one or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other residential lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

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B. Duration:

All of the covenants and restrictions herein set forth shall continue and be binding upon the undersigned, their successors, assigns and all parties claiming through, or under it for a period of twenty five (25) years from the date this instrument is filed for record in the office of the county clerk of Gillespie County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years each. However, at any time within five (5) years prior to the expiration of the first twenty five (25) year period or within five (5) years prior to the expiration of any ten (10) year period thereafter, the owners of the legal title to the residential lots having at the time more than fifty percent (50%) of the area shown in said plat of the addition referred to herein may consent to release any or all of the lots hereby restricted, from any one or more of said restriction and covenants at the end of the first twenty five (25) year period or at the end of any successive ten year period by executing and acknowledging a proper agreement in writing for such purpose and filing the same for record in the manner as then required for the recording of land instruments.

This Deed is made in place of and as a Deed of Correction of a Deed executed by Grantor herein to Grantee, dated February 11, 1980, and recorded in Volume 134, pages 103-107, Deed Records of Gillespie County, Texas, wherein by error or mistake it stated recorded in Volume , Page Deed Records of Gillespie County, Texas, when in truth and fact it now reads recorded in Volume 1, Page 68, Plat Records of Gillespie County, Texas, and this instrument is made by Grantor and accepted by Grantee in order to correct said mistake, and in all other respects confirming said former Deed.

Dated: February 11, 1980

UNIVERSITY SAVINGS ASSOCIATION

By: Kenneth Sultemeier
KENNETH SULTEMEIER, Executive Vice President

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

BEFORE ME, the undersigned authority, on this day personally appeared KENNETH SULTEMEIER, Executive Vice President of UNIVERSITY SAVINGS ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of February , 1980.

Linda Welgehausen
Notary Public in and for
Gillespie County, Texas
Linda Welgehausen

My Commission Expires:

6-12-81

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CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--Deed, Volume, 134 Pages 590-594 , filmed on the 29th day of February , A.D. 1980.

DORIS LANGE, Clerk, by Debbie L. Wahl, Deputy.
Debbie L. Wahl

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