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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHWEST HILLS SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made this 22nd day of August, 1983, by INGRAM LAKE VENTURE ("Declarant"),

W I T N E S S E S:

Declarant is the owner of the real property referred to in Article II of this Declaration, and desires to create on said property a residential community and to provide for the preservation of the values and amenities in said community by subjecting the real property referred to in Article II to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the NORTHWEST HILLS HOME OWNERS ASSOCIATION.
- (b) "Properties" shall mean and refer to all of the property subject to this Declaration pursuant to the provisions of Article II hereof.
- (c) "Common Properties" shall mean and refer to those areas of land designated as Common Properties on the plat of the Properties, together with any and all improvements that are now or may hereafter be constructed thereon, and all equipment and facilities thereon.
- (d) "Lot" shall mean and refer to each of the lots, tracts or plots of land lying within the Existing Property.
- (e) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenant of record to assessment by the Association, including contract sellers, or who becomes a record owner of a fee or undivided fee interest by the acquisition of such title to any such Lot from such a record owner. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or any persons or entities who lease any Lot.
- (f) "Member" shall mean and refer to each Owner as provided herein in Article III.
- (g) "Declarant" shall mean and refer to INGRAM LAKE VENTURE, its successors and assigns, if (i) such successors and assigns should acquire more than one undeveloped Lot from the said INGRAM LAKE VENTURE for the purpose of development, and (ii)

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any such assignee shall receive by assignment from said Declarant all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(h) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 1 of Article II.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinafter defined as the "Existing Property") is located in Kerr County, State of Texas, and is more particularly described in EXHIBIT "A," attached hereto and made a part hereof for all purposes.

Declarant may, without the consent of any Owner, at any time and from time to time, add to the Existing Property, and to the concept of this Declaration any property which it now or hereafter owns within Kerr County, Texas, by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, and such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as Declarant may determine to be necessary.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot (including the transferee of such Owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Lot) shall upon the acquisition, by original purchase or transfer, of the fee or undivided fee interest in such Lot, automatically be a Member of the Association and entitled to all rights of the Members, as herein provided, including the rights with respect to the Common Properties, subject, however, to the terms and provisions hereof.

Section 2. Classes of Membership. The Association shall have one class of voting membership, and all voting, notice and quorum requirements shall be as set forth in the Bylaws. Any vote or consent of Members required or permitted herein shall be the requisite percentage of members specified present and voting in person or by proxy at a meeting called for the purposes thereof.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member who resides on a Lot, and each individual who resides with either of them or who is a guest of either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

Section 2. Title to the Common Properties: The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association, free and clear of all encumbrances

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and liens other than the lien of current taxes and assessments not in default and utility easements and mineral interests outstanding and of record in Kerr County, Texas.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties (including limiting the number of guests of Members);

(b) Subject to the vote of two-thirds (2/3rds) of the votes of each class of membership entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present, and which is duly called and held for the following purposes, the right of the Association, in accordance with its Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties, and the rights of such mortgages in the Common Properties shall be subordinate to the rights of the homeowners hereunder;

(c) The right of the Association, as provided in its Bylaws, to suspend membership rights for any period during which any assessment against a Lot remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations; provided that the Association shall not deny the use of such of the Common Properties as is necessary for access to each Lot, including without limitation streets and sidewalks.

(d) Subject to the vote of two-thirds (2/3) of the votes of Members entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and upon such conditions as the Board of Directors of the Association may determine.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on, and shall be a continuing lien upon, each Lot against which each such assessment is made, and shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment became due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used (i) for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties; (ii) for paying the cost of labor, equipment (including the expense of lessing any equipment) and materials

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required for, and management and supervision of, the Common Properties; (iii) for carrying out the duties of the Board of Directors of the Association; and (iv) for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Improvements and Maintenance of the Common Properties Prior to Conveyance to the Association. After the date of the conveyance of the first lot to an Owner, the Declarant shall have, at its election, the right in common with the Association to improve and maintain the Common Properties, and to exercise the duties of the Board of Directors of the Association and to pay taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, all assessments collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Properties as set forth in this paragraph and to carry out the duties of the Board of Directors of the Association.

Section 4. Basis and Amount of Annual Assessments. The Board of Directors shall not be required to fix assessments in each year, but the Board of Directors may fix the assessments at such amount as it shall determine. Commencing with the year beginning January 1, 1985, and each year thereafter, the amount of the maximum annual assessment for the year beginning January 1, 1985, for each lot may not be increased more than an amount equal to ten percent (10%) of the annual assessment for the previous year without a vote of a majority of the Members.

Section 5. Special Assessments for Capital Improvements. The Board of Directors may in its discretion levy in any assessment year an assessment for the purpose of defraying, in whole or in part, the cost of any unexpected construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; PROVIDED, THAT any such assessment shall have the affirmative approval of two-thirds (2/3) of the Members entitled to vote at a meeting at which a quorum is present and which is duly called and held for such purpose.

Section 6. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall be paid and shall be fixed in the respective resolution authorizing such assessment.

Section 7. Duties with Respect to Assessments.

(a) If the Board of Directors decides to fix and set assessments, the Board of Directors of the Association shall so fix the amount of the assessment against each lot at least by November 1st in the year prior to each annual calendar assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a

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certificate in writing signed by an officer or agent of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 8. Effect of Nonpayment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association; Sale by Delinquent Owner.

(a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the nonpaying Owner which shall bind such Lot in the hands of the Owner, his heirs, legal representatives, successors and assigns. The obligation of an Owner to pay such assessments as are payable on or prior to the date on which his successors in title take possession of his Lot shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect, except as otherwise expressly provided in this Section. No Owner may waive or otherwise escape liability for the assessment provided herein by nonuse of the Common Properties or abandonment of his Lot.

(b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of such action.

(c) No Owners shall, without the prior written consent of the Association (which consent need only be approved by the Board of Directors of the Association), sell, convey or in any way transfer any Lot, in whole or in part, when and if a certificate or notice of an unpaid assessment has been filed as to any such Lot, and such Owner may obtain from the Board of Directors of the Association, and upon request it shall furnish to such Owner's purchaser or transferee, a certificate (dated not more than ten (10) days prior to the date of transfer or conveyance) in writing signed by an officer or agent of the Association setting forth that all assessments payable by such Owner have been paid to the date thereof that such Owner is not delinquent in the payment of such assessments as of the date thereof, and that such Owner is otherwise in good standing with the Association. Any sale, transfer or conveyance by any Owner in violation of this subparagraph shall be void and of no force and effect. Any transfer or conveyance by virtue of foreclosure, or in lieu thereof, with respect to first mortgages or deeds of trust constituting and creating a valid lien on a Lot are expressly excluded from the provisions and requirements of this subparagraph.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien or equivalent security interest of any mortgage or deed of trust now or hereafter placed upon a Lot subject to assessment, if the mortgage or deed of trust is placed upon the Lot at a time when no certificate or notice of default has been filed of any assessment for such Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the time when the holder of any mortgage or deed of trust comes into possession of a Lot under the provisions of the mortgage, by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or the time when a purchaser at any such foreclosure sale comes into possession, except for claims for a share of such charges or assessments resulting from a reallocation of such charges or assessments to all Lots including the mortgaged Lot in question. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Properties as defined in Article I hereof.

(c) All portions of the Properties and Lots owned by Declarant upon which there have not been constructed and completed single-family residential dwellings.

Section 11. Omission of Assessments. The omission of the Board of Directors, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is filed.

ARTICLE VI GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board shall have the rights and powers specified herein and in the Bylaws and Articles of Incorporation.

Section 2. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 3. Owner's Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the

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exterior of the dwelling and other improvements situated thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

ARTICLE VII USE OF LOTS AND COMMON PROPERTIES - PROTECTIVE COVENANTS

The Properties (and each Lot situated therein) and the Common Properties shall be occupied and used as follows:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single family residential purposes, and carports and parking spaces shall be used exclusively for the parking of passenger automobiles, other than automobiles designed and used for competitive racing. All planes, trailers, boats, campers, abandoned cars or trucks shall be parked or housed in garages, or by such other means or in such other location in order to conceal the same from view from the street.

Section 2. Obstructions, Etc. There shall be no obstruction of the Common Properties, nor shall anything be kept or stored in the Common Properties, nor shall anything be altered or constructed or planted in or removed from the Common Properties without the written consent of the Board.

Section 3. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on his Lot or in the Common Properties which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

Section 4. Signs. No sign of any kind shall be displayed to the public view on or from any part of the Properties, without the prior consent of the Board, except signs temporarily used by Declarant in the development, sale or leasing of Lots, and "for sale" signs (of a size and composition approved by the Architectural Control Committee) temporarily used in the sale of Lots.

Section 5. Nuisances. Nothing shall (i) be done in any part of the Properties, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound-producing devices be used, which, in the judgment of the Board may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 6. Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or walls of any home, unless such attachments shall have first been submitted to and approved by the Architectural Control Committee hereinafter provided.

Section 7. Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or his family, guests or invitees.

Section 8. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have

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violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

Section 9. Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property, except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance, and except that horses may be kept on Lots 70-75 and Lot 113.

Section 10. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage, debris, refuse and waste of any nature shall not be kept on any part of the Properties except in sanitary conditions. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Architectural Control Committee and the proper governmental authorities. All state, county and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times. No building materials of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements, and then such material shall be placed within the property lines of the Lot. No noxious or undesirable thing or use whatsoever shall be permitted on any Lot.

Section 11. Boats. Neither a motorboat, houseboat or other similar water-borne vehicle nor any "camper" vehicle may be maintained, stored or kept on any parcel of property covered by these covenants except in an enclosed garage thereon, or by such other means or in such other location as conceals the same from view from the street.

Section 12. Drainage and Maintenance. Each Owner shall not alter or change the drainage or seepage on, over and across, nor the grade of, his Lot by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonably be expected to result in any adverse change or affect on such drainage or seepage.

Section 13. Side Line and Front Line Set Back Restrictions. No building shall be located on any Lot nearer than twenty-five (25) feet to the rear line or the front line of a Lot or nearer than ten (10) feet to the side line of a Lot. No projection of any building shall be permitted to extend into or encroach upon the space between said building or set-back line and the Lot line, except that the steps and platform of the main door may extend over said line not to exceed five (5) feet.

Section 14. Fences, Walls, Hedges and Shrubs. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways 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 20 feet from the intersection of the street right of way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply to any Lot within ten (10) feet 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 such sight lines. No screen planting over 30 inches high nor any fence shall be permitted between the Lot line and the building setback line.

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Section 15. No Prefabricated Construction. All residences and other structures constructed or erected upon any Lot shall be new construction, and in no event shall any prefabricated, mobile home, modular home, or existing residences or garages be moved onto any Lot.

Section 16. Communication Equipment. No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television reception on any other Lot without the prior written consent of the Architectural Control Committee, which consent may be withheld or, once given, revoked for any reason.

Section 17. Hunting. Hunting is prohibited on the Common Areas and all Lots unless such hunting is planned, conducted or permitted under the direction of the Board of Directors of the Association.

Section 18. Vegetable Gardens. No vegetable gardens shall be placed on any Lot, except behind the residence situated on such Lot.

Section 19. Maximum Building Coverage. The total habitable floor area of the residence on each Lot shall have the following square footage restrictions which are exclusive of porches and garages:

(a) Any structure on Lots 1-6, 9-51 and 65-86 shall have a total floor area containing a minimum of 1,500 square feet.

(b) Any structure on Lots 7-8, 52-64 and 87-142, and on all other Lots shall have a total floor area containing a minimum of 1,800 square feet.

Section 20. Temporary Structures. No temporary structure of any kind shall be erected or placed on any Lot and in no instance shall more than one dwelling or residence be erected or placed on any one Lot as the same is shown on the Plat. Any garage and/or servants quarters erected more than one hundred twenty (120) days prior to the completion of the main dwelling or residence shall be considered temporary structures. In no event shall any residential dwelling upon any Lot be occupied until it has been fully completed in accordance with the plans approved by the Architectural Control Committee. No trailer, basement, tent, shack or garage erected or placed on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 21. Repair. Each Member shall, at his sole cost and expense, maintain and repair his Lot and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any Member shall fail to maintain and repair his Lot and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the improvements situated thereon; and each Member (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Member to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

Section 22. Oil and Gas. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks,

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tunnels or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 23. Construction of Buildings and Other Structures.
All buildings and structures on each Lot shall be of new construction and architecturally in harmony with the primary residential buildings. Not more than one residence shall be constructed on any one Lot and any structure on any Lot shall have not less than sixty percent (60%) masonry construction, unless otherwise approved by the Architectural Control Committee.

ARTICLE VIII ARCHITECTURAL CONTROL

Anything contained in this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Properties nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any improvements nor any changes in the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected or maintained until (1) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by an Architectural Control Committee (hereinafter called the "Committee") appointed by the Board of Directors of the Association, and (2) the final plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance and location in relation to surrounding structures and topography by the Committee. The Committee may approve variances from the set-back restrictions provided in Section 13 of Article VII hereof on any Lot where the topography of the Lot would dictate such variance. A copy of the approved plans and drawings shall be furnished by the Owner to the Committee and retained by the Committee. If approval is granted, construction shall be commenced within six (6) months thereafter, and if not, such approval shall be automatically withdrawn. The building of any approved structure must be completed within six (6) months of commencement of construction. The Committee shall designate the streets and roads onto which access from each Lot must be located and no other access shall be permitted. In the event the Committee fails to approve or disapprove such design, location or variance request within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Committee nor the Board of Directors shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article.

ARTICLE IX EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephones, power, gas and street lighting) and drainage facilities and floodway easements over and across the Properties are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under and across the Properties. Full rights of ingress and egress shall be had by Declarant and its successors and assigns at all times over the Properties for the installation, operation, maintenance, repair

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or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utility. Notwithstanding the foregoing, however, Declarant covenants that at any such time as the utilities referred to in this Section shall have been installed or otherwise located on the Properties, Declarant will by written instrument recorded in the Deed Records of Kerr County, Texas, define the exact location of each such easement and will release the remainder of the Properties from the provisions of this Section. Any such instrument when executed and filed of record by Declarant shall be effective to limit the location of the easement provided for therein in accordance with its terms and conditions, notwithstanding that the utility company affected may not have executed such instrument.

Section 2. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical.

Section 3. Ingress and Egress by Police, Etc. The police, fire department, emergency units, ambulance company, utility companies and any governmental agency or department having jurisdiction, shall have the right of ingress and egress at all times over and upon the Common Properties, including without limitation streets and sidewalks, for the performance of their respective duties and responsibilities with respect to the Properties and in order to service the Properties.

Section 4. Surface Drainage Easements. Surface drainage easements as shown in the plat are intended for either periodic or occasional use as conduitors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Association or the proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain such easements, or to require such repair and maintenance, as shall be reasonably necessary to keep the conduitors unobstructed.

ARTICLE X GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty-five (35) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by two-thirds (2/3rds) of the Members has been recorded in Kerr County, Texas, agreeing to abolish said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to abolish shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change.

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Section 2. Amendments. Except as provided in this Declaration, the Covenants, Conditions and Restrictions of this Declaration may be amended or changed in whole or in part, upon the affirmative approval of two-thirds (2/3rds) of the Members entitled to vote at a meeting at which a quorum is present, and which is duly called and held for such purpose, and in each case such amendment shall be evidenced by a document in writing signed by an officer of the Association certifying to the approval required by the provisions of this Section; provided however, that the Declarant shall have the right to amend this Declaration at any time, and from time to time, without the consent of any other Member, to the extent that such amendments are required by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental or quasi-governmental authority involved in financing the improvement, purchase or sale of any of the Lots or the improvements to be constructed thereon. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages or to enforce any lien created by these covenants, and 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 4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices. Any notices required to be given to any Member or Owner or otherwise under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States Mails, postage prepaid, addressed to the last known address of the person to whom it is addressed, as appears on the records of the Association at the time of such mailing.

Section 7. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws, shall be determined by the Board of Directors, which determination shall be final and binding upon all Owners.

Section 8. Resubdivision. No Lot may be resubdivided or replatted without the prior written consent of Declarant; each Owner (as defined in the Declaration) hereby delegating to Declarant the right and authority to approve or disapprove the same and each Owner hereby expressly waiving any right to approve the same and any notice of the same. Subject to the approval of any and all appropriate governmental agencies having jurisdiction thereof, Declarant hereby reserves the right at any time while it is the owner thereof to resubdivide and replat any Lot without the consent of any other Owner and each such Owner expressly waives any notice of, and any right to consent to, any such resubdivision, replat, modification or waiver, as herein set forth without any notice to, or consent of, any such Owner. Further, each Owner expressly waives any rights such Owner may have at notice of, consent to or approval of any such

EX-111- 8/11/83 CCASJ1 (Northwest Hills Restrictions)

VOL 282 PAGE 80

resubdivision or replat, under any applicable laws, ordinances, rules or regulations, including without limitation, the provisions of Article 974a, Texas Revised Civil Statutes.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name and on its behalf on this 22nd day of August, 1983.

DECLARANT:

INGRAM LAKE VENTURE, a joint venture created under the Texas Uniform Partnership Act, acting by and through the undersigned representative of such joint venture, who, by execution hereby, certifies and warrants that the undersigned has been duly authorized and empowered to execute this Declaration on behalf of Declarant

By:

David P. Braden, Jr.
DAVID P. BRADEN, JR.

THE STATE OF TEXAS §

THE COUNTY OF KERR §

This instrument was acknowledged before me on the 22nd day of August, 1983, by DAVID P. BRADEN, JR. on behalf of INGRAM LAKE VENTURE, a joint venture created under the Texas Uniform Partnership Act.

Jane W. Barefield
Notary Public, State of Texas
JANE W. BAREFIELD
(Notary's Printed Name)
My Commission Expires: 7/25/84



EXHIBIT "A"

VOL 282 PAGE 81

Those certain lots and common areas in Northwest Hills Subdivision, according to the plat and plan of said subdivision filed for record June 16, 1983, and appearing of record in Volume 5, Page 13, Plat Records of Kerr County, Texas.

Restriction
83228

Northwest Hills Subdivision

to

M. Dye

FILED FOR RECORD

at 10:11 P.M.

AUG 20 1983

PATRICIA DYE

Clerk, County Court, Kerr County, Texas

Patricia Dye

*Filed by & Return to
Lawyers: Little, Lacey & Penwell
1904 Liberty Street
Kerrville, TX 78028*

Filed for record

Recorded August 30, 1983

PATRICIA DYE, Clerk

1983 at

o'clock P.M.

By

Deputy

VOL. 312 PAGE 84

01436 AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR NORTHWEST HILLS SUBDIVISION

THIS AMENDMENT is being entered into by the undersigned, the owners of more than two-thirds of the lots within the property covered by and made the subject of the Declaration of Covenants, Conditions and Restrictions, dated August 22, 1983, and recorded in Volume 282, Page 68, Deed Records, Kerr County, Texas, such owners of two-thirds of such lots being and constituting greater than two-thirds of the Members of the Association, as defined and specified in said Declaration. Accordingly, the undersigned do hereby amend the covenants, conditions and restrictions set forth in said Declaration to provide that:

1. So long as lots 113 and 115-129 are not improved with a single family residential dwelling, and no such single family residential dwelling is constructed and completed thereon, all said lots shall be and constitute one lot for the purposes of assessments, so that the owner of said lots shall be assessed as though all said lots were one lot under the terms and provisions of said Declaration; provided that at such time as a single family residential dwelling is constructed on any or all of said lots, such portion as is affected by such construction shall not be governed by the foregoing and shall be subject to separate assessment as a separate lot.

2. The owner of the lots referred to in paragraph 1 above may enclose such lots with such fencing as such owner deems appropriate, including a game-proof fence, and may maintain, keep and raise game animals of such varieties as such owner shall determine thereon; it being understood and agreed that Section 9 of Article VII is amended to provide for such enclosure and such animals and that the Architectural Control provisions of said Declaration shall not apply to said fence.

VOL. 312 PAGE 85

EXECUTED this 15 day of Feb, 1985.

INGRAM LAKE VENTURE

By: David P. Braden, Jr.

DAVID P. BRADEN, JR.

John Miller, Jr.

REGINALD A. TUCK

CARL D. MEEK, JR.

DAVID LEHMANN

JAMES VELDI

N. D. BRADEN, JR.

RONALD TUCK

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 15 day of February, 1985, by David P. Braden, Jr. of INGRAM LAKE VENTURE, a Texas joint venture.

Patricia C. CasonNotary Public in and for
the State of TexasPATRICIA C. CASON

(Printed Name of Notary)

My Commission expires:

1-24-89

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 15 day of February, 1985, by DAVID P. BRADEN, JR.

Patricia C. CasonNotary Public in and for
the State of TexasPATRICIA C. CASON

(Printed Name of Notary)

My Commission expires:

1-24-89

VOL. 312 PAGE 86

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 15 day
of FEBRUARY, 1985, by JOHN MILLER, JR.



Patricia C. Cason
Notary Public in and for
the State of Texas

PATRICIA C. CASON
(Printed Name of Notary)
My Commission expires:
1-24-89

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 15 day
of FEBRUARY, 1985, by REGINALD A. TUCK.



Patricia C. Cason
Notary Public in and for
the State of Texas

PATRICIA C. CASON
(Printed Name of Notary)
My Commission expires:
1-24-89

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 15 day
of FEBRUARY, 1985, by CARL D. MEEK, JR.



Patricia C. Cason
Notary Public in and for
the State of Texas

PATRICIA C. CASON
(Printed Name of Notary)
My Commission expires:
1-24-89

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 15 day
of FEBRUARY, 1985, by DAVID LEHMANN.



Patricia C. Cason
Notary Public in and for
the State of Texas

PATRICIA C. CASON
(Printed Name of Notary)
My Commission expires:
1-24-89

VOL. 312 PAGE 87

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 15 day
of February, 1985, by JAMES ELIOT.



Patricia C. Cason
Notary Public in and for
the State of Texas
PATRICIA C. CASON
(Printed Name of Notary)
My Commission expires:
1-24-89

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 15 day
of February, 1985, by DAVID BIGGERSTAFF.



Patricia C. Cason
Notary Public in and for
the State of Texas
PATRICIA C. CASON
(Printed Name of Notary)
My Commission expires:
1-24-89

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 15 day
of February, 1985, by RON IMEL.



Patricia C. Cason
Notary Public in and for
the State of Texas
PATRICIA C. CASON
(Printed Name of Notary)
My Commission expires:
1-24-89

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the ____ day
of _____, 1985, by _____.

Notary Public in and for
the State of Texas

(Printed Name of Notary)
My Commission expires:

VOL. 312 PAGE 88

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the ____ day
of _____, 1985, by _____.

Notary Public in and for
the State of Texas

(Printed Name of Notary)
My Commission expires:

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the ____ day
of _____, 1985, by _____.

Notary Public in and for
the State of Texas

(Printed Name of Notary)
My Commission expires:

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the ____ day
of _____, 1985, by _____.

Notary Public in and for
the State of Texas

(Printed Name of Notary)
My Commission expires:

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the ____ day
of _____, 1985, by _____.

Notary Public in and for
the State of Texas

(Printed Name of Notary)
My Commission expires:

VOL. 312 PAGE 89

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the ____ day
of _____, 1985, by _____.

Notary Public in and for
the State of Texas

(Printed Name of Notary)
My Commission expires:

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the ____ day
of _____, 1985, by _____.

Notary Public in and for
the State of Texas

(Printed Name of Notary)
My Commission expires:

VOL. 312 PAGE 90

#1438,
 Postcard
 Northwest Hills Suburban
 The Public

FILED FOR RECORD

at 3:22 o'clock P. M.

FEB 15 1985

PATRICIA DYE

Clall County Court, Clall County, Texas

by David Hudson Deputy

Return to:
 Wallace, Jackson & White
 Attys. at Law
 829 Jefferson
 Kennel, Texas
 78028

1735

VOL 585 PAGE 535

ASSIGNMENT OF DEVELOPER'S RIGHTS AS A DECLARANT
UNDER THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR NORTHWEST HILLS SUBDIVISION

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF KERR §

THAT I, CARL D. MEEK, JR., also known as CARL DONALD MEEK, JR., a single man, and COMANCHE CLIFFS DEVELOPMENT COMPANY, a Texas Joint Venture, composed of CARL D. MEEK, JR., Venturer, and joined herein by INGRAM LAKE VENTURE, a Texas Joint Venture, composed of DAVID P. BRADEN, JR. and REGINALD A. TUCK, of the County of Kerr, and State of Texas (hereinafter "Assignor", whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD, ASSIGNED, TRANSFERRED AND CONVEYED to FIRST NATIONAL BANK OF KERRVILLE (hereinafter "Assignee", whether one or more), all of ASSIGNOR'S right, title and interest as a "DECLARANT" as described in the Declaration of Covenants, Conditions And Restrictions For Northwest Hills Subdivision, dated August 22, 1983, filed of record in the Deed Records of Kerr County, Texas, as amended in Volume 312, Page 84 of the Deed Records of Kerr County, Texas, to and for the aforementioned tracts only, it being expressly understood that any rights, privileges and obligations of ASSIGNOR to properties other than those mentioned below are still reserved in the name of ASSIGNOR, the assignment of the DECLARANT'S rights, privileges and obligations affect only the following described tracts:

All those certain tracts or parcels of land, lying and being situated in the County of Kerr, State of Texas, and being Lots No. 34 through 44, 46 through 48, 51 through 54, 83, 94, 108, 110, and 123 of Northwest Hills Subdivision, a subdivision in Kerr County, Texas, according to a plat of said subdivision recorded in Volume 5, Page 13, and replat of record in Volume 5, Page 30 of the Plat Records of Kerr County, Texas.

This assignment of DECLARANT'S rights, titles and obligations is being made pursuant to Article 1 (g) of the Declaration Of Covenants, Conditions And Restrictions For Northwest Hills

Vol. 585 PAGE 536

Subdivision, dated August 22, 1983, and all future modifications thereof. By virtue of this Assignment, FIRST NATIONAL BANK OF KERRVILLE shall have the status of "DECLARANT" in the above-referenced properties as fully as if FIRST NATIONAL BANK OF KERRVILLE was one of the original developers of said property; in particular, but not by way of limitation, FIRST NATIONAL BANK OF KERRVILLE, as DECLARANT, shall not have an obligation to pay assessments, (as per Section 10 (c) of the Declaration Of Covenants, Conditions And Restrictions, dated August 22, 1983), except where those assessments were required of the original DECLARANT.

ASSIGNOR DOES HEREBY REMISS, RELEASE, AND QUITCLAIM unto ASSIGNEE all of ASSIGNOR'S right, title and interest as a DECLARANT in the Declaration Of Covenants, Conditions And Restrictions For Northwest Hills Subdivision, dated August 22, 1983, and as later modified, related to the above-referenced property.

EXECUTED this 26 day of September, 1989.

ASSIGNOR:

LPD Meek Jr.
CARL D. MEEK, JR., also known as,
CARL DONALD MEEK, JR.

CORPORATE CHIEF DEVELOPMENTS
COMPANY, a Texas Joint Venture

BY: LPD Meek Jr.
CARL D. MEEK, JR., Venturer

INGRAM LAKE VENTURE, a Texas Joint Venture

BY: David P. Braden Jr.
DAVID P. BRADEN, JR., Venturer

BY: Reginald A. Tuck
REGINALD A. TUCK, Venturer

ASSIGNEE:

FIRST NATIONAL BANK OF KERRVILLE

ATTEST: Don C. Kendrick Jr. BY: Don C. Kendrick Jr.
DON C. KENDRICK, JR., Sr.
Vice President

RECORDER'S MEMO. LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

RECORDED'S MEMO. LEGALITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THE DOCUMENT WHEN RECEIVED

WA-585 PAGE 537

STATE OF Montana §
COUNTY OF LEC §

This instrument was acknowledged before me on the 26
day of Sept, 1989, by CARL D. MEEK, JR., also known as CARL
DONALD MEEK, JR.

Carroll Muegel
Notary Public, State of Mont
My Commission Expires: 5-16-91
Carroll Muegel
Notary's Printed/Typed Name

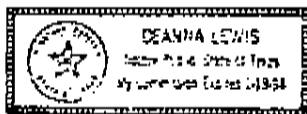
STATE OF Montana §
COUNTY OF LEC §

This instrument was acknowledged before me on the 26
day of Sept, 1989, by CARL D. MEEK, JR., Venturer of
COMANCHE CLIFFS DEVELOPMENT COMPANY, a Texas Joint Venture, on
behalf of said Joint Venture.

Carroll Muegel
Notary Public, State of Mont
My Commission Expires: 5-16-91
Carroll Muegel
Notary's Printed/Typed Name

STATE OF TEXAS §
COUNTY OF KERR §

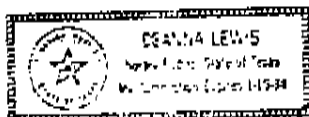
This instrument was acknowledged before me on the 6th
day of MARCH, 1989, by DAVID P. BRADEN, JR., Venturer of
INGRAM LAKE VENTURE, a Texas Joint Venture, on behalf of said
Joint Venture.



Deanna Lewis
Notary Public, State of Texas
My Commission Expires: 1-19-94
DEANNA LEWIS
Notary's Printed/Typed Name

STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the 7th
day of MARCH, 1989, by REGINALD A. TUCK, Venturer of INGRAM
LAKE VENTURE, a Texas Joint Venture, on behalf of said Joint
Venture.



Deanna Lewis
Notary Public, State of Texas
My Commission Expires: 1-19-94
DEANNA LEWIS
Notary's Printed/Typed Name

STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the 11th

1509

VOL 0889 PAGE 521

AMENDMENT AND CERTIFICATE

The undersigned hereby certifies that the undersigned is now, and at all times mentioned herein has been, the duly elected qualified and acting officer of Northwest Hills Homeowners Association, a non-profit Texas corporation, and as such officer the undersigned has reviewed and has access of the records of said Association, and the terms and provisions pertaining to amendment of the Declaration of Covenants, Conditions and Restrictions for Northwest Hills Subdivision and the Bylaws of the Northwest Hills Homeowners Association, which are duly recorded, which records reflect that the attached changes and amendments have been duly approved by the members and owners as specified on the attached and that such amendments are being placed of record in accordance with and to implement the amendments under the referenced Bylaws and Restrictions to be in full force and effect in accordance with the terms thereof as of the date of recording of this document.

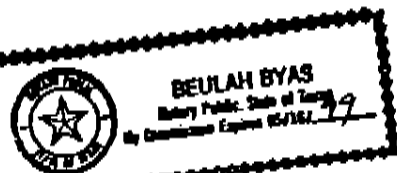
IN WITNESS WHEREOF, the undersigned has duly executed this Amendment and Certificate as of this 31 day of DECEMBER, 1996, which is the date on which the required approval was obtained to these amendments and changes.


JOHN W. OSBORN, Treasurer of
Northwest Hills Homeowners
Association

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 4 day of March, 1997, by JOHN W. OSBORN, as therein specified in the capacity therein stated.





Notary Public, State of Texas

Filed by Return to:
Northwest Hills Home Owners Assn.
John W Osborn
172 Northwest Hills Dr
Kerrville, TX 78028

FILED FOR RECORD
at 4:06 o'clock P.M.

MAR 04 1997

PATRICIA DYE

Clerk County Court, Kerr County, Texas
 Deputy

VOL 0889 PAGE 522

Page 7 of the Northwest Hills Homeowners Association By-Laws

ARTICLE VI

MEMBERS

Section 6.01. *The annual meeting of the members of the corporation for the election of directors commencing in the year 1990 shall be held biennially in the spring. The date and time of the annual meeting shall be determined by the directors at the January or February meeting of the Board of Directors. Special meetings of the members may be called by the President, the Board of directors, or by members having not less than one-tenth (1/10) of the votes of members entitled to be cast at such meeting.

SHALL BE CHANGED TO READ:

Section 6.01. * THE ANNUAL MEETING OF THE MEMBERS OF THE CORPORATION FOR THE ELECTION OF DIRECTORS
COMMENCING IN THE YEAR 1997 SHALL BE HELD ANNUALLY IN THE SPRING. THE DATE AND TIME OF THE ANNUAL MEETING SHALL BE DETERMINED BY THE DIRECTORS AT THE JANUARY OR FEBRUARY MEETING OF THE BOARD OF DIRECTORS. SPECIAL MEETINGS OF THE MEMBERS MAY BE CALLED BY THE PRESIDENT, THE BOARD OF DIRECTORS, OR BY MEMBERS HAVING NOT LESS THAN ONE-TENTH (1/10) OF THE VOTES OF MEMBERS ENTITLED TO BE CAST AT SUCH MEETING.

Section 6.01a. * THE 1997 ELECTION WILL ELECT THE PRESIDENT, SECRETARY, AND TWO(2) AT-LARGE BOARD MEMBERS FOR A TERM OF TWO (2) YEARS. THE VICE PRESIDENT, TREASURER AND ONE (1) AT-LARGE BOARD MEMBER WILL BE ELECTED TO A TERM OF ONE(1) YEAR. THEREAFTER, AT EACH ANNUAL MEETING THOSE OFFICERS WHICH TERMS EXPIRE WILL BE ELECTED TO A TERM OF TWO (2) YEARS.

This change requires approval of fifty percent (50%) of the owners of all lots.

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Page 10 of the Declaration of Covenants, Conditions and Restrictions for Northwest Hills Subdivision

ARTICLE VII

Section 23. Construction of Buildings and Other Structures

All Buildings and structures on each Lot shall be of new construction and architecturally in harmony with the primary residential buildings. Not more than one residence shall be constructed on any one lot, and any structure on any Lot shall not have less than sixty percent (60%) masonry construction, unless otherwise approved by the Architectural Control Committee.

SHALL BE CHANGED TO READ:

Section 23. Construction of Buildings and Other Structures

ALL BUILDINGS AND STRUCTURES ON EACH LOT SHALL BE OF NEW CONSTRUCTION AND ARCHITECTURALLY IN HARMONY WITH THE PRIMARY RESIDENTIAL BUILDINGS. NOT MORE THAN ONE RESIDENCE SHALL BE CONSTRUCTED ON ONE LOT. ANY STRUCTURE ON ANY LOT SHALL HAVE NOT LESS THAN SIXTY PERCENT (60%) BRICK, STONE, OR STUCCO CONSTRUCTION. THE STREET ELEVATION (FRONT ELEVATION) SHALL HAVE AS A MINIMUM SIXTY PERCENT (60%) BRICK OR STONE CONSTRUCTION.

ALL CONSTRUCTION PREVIOUSLY APPROVED AND/OR CONSTRUCTED PRIOR TO APPROVAL OF THE ABOVE CHANGES ARE EXEMPT FROM THESE CHANGES.

Section 24. L-P Gas

ANY PROPERTY OWNER WHO DESIRES TO USE L-P GAS MUST CONFORM TO ALL STATE AND LOCAL LAWS REGARDING THE USE AND STORAGE OF THIS GAS. THE STORAGE TANK MUST BE LOCATED IN THE REAR OF THE PRIMARY RESIDENTIAL BUILDING AND GENERALLY NOT VISIBLE FROM THE STREET. IF THAT LOCATION IS NOT AVAILABLE BECAUSE OF REFILL REQUIREMENTS, THE TANK MUST BE SURROUNDED ON THREE(3) SIDES BY A WALL CONSTRUCTED OF BUILDING MATERIALS COMPATIBLE WITH THE PRIMARY HOUSE STRUCTURE AND THEREFORE OUT OF DIRECT SIGHT OF THE STREET.

These changes to the Covenants require two-thirds (2/3) of the Lot Owners approval

VOL 0889 PAGE 524

Page 8 of the Declaration of Covenants, Conditions and Restrictions for Northwest Hills Subdivision.

Section 13. Side Line and Front Line Set Back Restrictions.

No building shall be located on any Lot nearer than twenty-five (25) to the rear line or the front line of a lot or nearer than ten (10) feet to the side line of a Lot. No projection of any building shall be permitted to extend or encroach upon the space between said building or set-back line and the Lot line, except that the steps and platform of the main door may extend over said line not to exceed five (5) feet

SHOULD BE CHANGED TO READ:

SECTION 13. Front Line, Back Line, and Side Line Set-Back Restrictions.

NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN THIRTY-FIVE (35) FEET TO THE FRONT LINE OF A LOT OR NEARER THAN TWENTY-FIVE (25) FEET TO THE BACK LINE OF A LOT OR NEARER THAN TEN (10) FEET TO THE SIDE LINES OF A LOT. NO PROJECTION OF ANY BUILDING SHALL BE PERMITTED TO EXTEND INTO OR ENCROACH UPON THE SPACE BETWEEN SAID BUILDING OR SET-BACK LINE AND THE LOT LINE, EXCEPT THAT THE STEPS AND PLATFORM OF THE MAIN DOOR MAY EXTEND OVER SAID LINE NOT TO EXCEED FIVE (5) FEET. THE ARCHITECTURAL CONTROL COMMITTEE WILL APPROVE A VARIANCE FROM THE FRONT SET-BACK RESTRICTIONS ON ANY LOT WHERE THE TOPOGRAPHY OF THE LOT WOULD REQUIRE SUCH A VARIANCE IN ORDER TO PERMIT THE CONSTRUCTION OF A PRIMARY RESIDENCE ON SUCH LOT.

The thirty-five (35) foot set back will put the Covenants in conformity with the recorded subdivision plat.

RECORD Real Property
VOL 889 PG 524

RECORDING DATE

MAR 05 1997



Patricia Dye
COUNTY CLERK, KERR COUNTY

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

MAR 05 1997



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

VOL. 1168 PAGE 0039

Northwest Hills Homeowner's Association172 Northwest Hills Drive
Kerrville, Texas 78028**00664**MANAGEMENT CERTIFICATE FORNORTHWEST HILLS HOMEOWNER'S ASSOCIATION

In compliance with Chapter 209, Section 209.004, of Texas Residential Property Owners Protection Act, an Amendment to Texas Title 11, Property Code, this "Management Certificate" is hereby recorded in the Real Property Records of Kerr County, Texas.

- 1) Name of the "Subdivision" is "NORTHWEST HILLS".
- 2) Name of the "Association" is "NORTHWEST HILLS HOMEOWNER'S ASSOCIATION".
- 3) "Recording data for the Subdivision" appears on attached "Exhibit A", extracted January 16, 2002, from the Real Property Records of Kerr County, Texas, by Betty Sevey, Deputy County Clerk.
- 4) "Recording data for the Declaration", also appears on attached "Exhibit A".
- 5) Mailing address of the "Association" is 172 Northwest Hills Drive, Kerrville, Texas 78028.

Signed, and Acknowledged this 17th day of January, 2002, by,

FILED FOR RECORD
at 1:15 o'clock P.M.
JAN 23 2002

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Deputy
Jannett Pieper

George Adams

George Adams, Vice President
Northwest Hills Homeowner's Association

George Adams

Filed By & Return TO:
George Adams
146 Crockett Dr.
Kerrville TX
78028


13-5-1

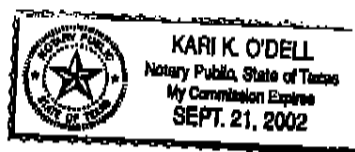
VOL. 1168 PAGE 0040

**The State of Texas
County of Kerr**

Before me, **Kari K. O'Dell**, a Notary Public, on this day personally appeared **George Adams** to me to be the person(s) whose name(s) is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this **23rd day of January, 2002**.


Kari K. O'Dell (Name Printed)
Notary Public, State of Texas
My Commission expires 9-21-02



Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS)
COUNTY OF KERR)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JAN 24 2002




COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL. 1168 PG 39
RECORDING DATE

JAN 24 2002




COUNTY CLERK, KERR COUNTY, TEXAS

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"EXHIBIT A"

Recording Data for "Northwest Hills Subdivision" NOT
appearing on Kerr County's computer records:

Northwest Hills Subdivision	Vol. 5 Pg. 13
Replat	Vol. 5 Pg. 30
Northwest Hills Phase II	Vol. 5 Pg. 155
Declaration of Covenants, Conditions and Restrictions	Vol. 282 Pg. 68
Amended Restrictions	Vol. 295 Pg. 292
Amended Restrictions	Vol. 312 Pg. 84
Assignment of Developer's Rights as Declarant and Restrictions	Vol. 585 Pg. 535

EXHIBIT A

VOL. 1168 PAGE 0042

Screen Print from AbleTerm session (Kerr)

11:10 AM 01/16/2007

-- Deed Records Listing Screen --

45 Deeds Selected

D#	Doc. Id.	Grantor Name	Grantee Name	Type	Date
1	115623	NORTHWEST HILLS HOMEOWNE STENGROVE INC		ASSL	05/10/2000
	File # 3658-00	1064/234	LTS 84,85,86 & 125 NORTHWEST HILLS	SUBD (A	
2	113259	NORTHWEST HILLS HOMEOWNE STENGROVE INC		ASSL	02/18/2000
	File # 1329-00	1051/691	LTS 84,85,86 & 125 NORTHWEST HILLS	SUBD	
3	111690	NORTHWEST HILLS HOMEOWNE PEARSON, BRIAN K		ASSL	12/22/1999
	File # 10318-99	1044/2	LT 79 NORTHWEST HILLS	SUBD	
4	107195	NORTHWEST HILLS HOMEOWNE STENGROVE INC		PRAL	07/12/1999
	File # 5883-99	1021/384	LTS 248,249,252 & 252 NORTHWEST HILLS	PHAS	
5	107194	NORTHWEST HILLS HOMEOWNE STENGROVE INC		REL	07/12/1999
	File # 5882-99	1021/382	PHASE 1 LTS 84-86 & 125 PHASE 2 LTS 202,20		
6	107138	NORTHWEST HILLS HOMEOWNE STENGROVE INC		PTRL	07/09/1999
	File # 5825-99	1021/218	REF:VOL 1015 PG 74		
7	107137	NORTHWEST HILLS HOMEOWNE STENGROVE INC		PRAL	07/09/1999
	File # 5824-99	1021/216	LT 253 NORTHWEST HILLS	PHASE 2	

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45 Deeds Selected

D#	Doc. Id.	Grantor Name	Grantee Name	Type	Date
1	107136	NORTHWEST HILLS HOMEOWNE STENGROVE INC		PRAL	07/09/1999
	File # 5823-99	1021/213	LTS 238 & 239 NORTHWEST HILLS	PHASE 2	
2	105963	NORTHWEST HILLS HOMEOWNE STENGROVE INC		ASSL	06/01/1999
	File # 4675-99	1015/74	VAR S LOTS NORTHWEST HILLS	SUBD	
3	104340	NORTHWEST HILLS HOMEOWNE PUBLIC, THE		ASSL	04/12/1999
	File # 3067-99	1005/679	LTS 204,206,211,225 & 250 NORTHWEST HILLS		
4	104339	NORTHWEST HILLS HOMEOWNE PUBLIC, THE		ASSL	04/12/1999
	File # 3066-99	1005/676	LT 79 NORTHWEST HILL	SUBD	
5	30330	NORTHWEST HILLS HOMEOWNE PUBLIC THE		R/E	02/25/1999
	File # 1159-92	627/100	10' WIDE EAMT OUT OF LTS 126 & 127 NORTHWE		
6	82566	NORTHWEST HILLS HOMEOWNE PEARSON, BRIAN MR		ASSL	03/04/1999
	File # 1510-97	889/525	LT 79 NORTHWEST HILLS	SUBD	
7	82565	NORTHWEST HILLS HOMEOWNE PUBLIC, THE		CERC	03/04/1999
	File # 1509-97	889/521	AMENDS BYLAWS & RESTRICTIONS		

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-- Deed Records Listing Screen --

45 Deeds Selected

D#	Doc. Id.	Grantor Name	Grantee Name	Type	Date
1	7578	NORTHWEST HILLS REPLAT L PUBLIC THE		PLAT	12/06/198
	File # 7578-88	5/379	3.56AC STEPHENSON SUR 1433		
2	371-86	NORTHWEST HILLS SUBD	NORTHWEST HILLS	RELR	01/15/198
	File # 371-86	359/89	LTS 75, 120,125,126 & 133 NORTHWEST		
3	4912-86	NORTHWEST HILLS SUB HM/O NETWORK FUNDING CORP		SAG	06/12/198
	File # 4912-86	379/190	LT 101 NORTHWEST HILLS	SUBD	

** End of List **

EXHIBIT A

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45 Deeds Selected

D#	Doc. Id.	Grantor Name	Grantee Name	Type	Date
1	70086	NORTHWEST HILLS	NORTHWEST HILLS	PLAT	11/27/1995
	File # 8922-95	6/274	LTS 42,43,44,52 & 53 NORWEST HILLS		
2	99882	NORTHWEST HILLS - TRS 28 PUBLIC THE		PLAT	11/16/1998
	File # 9109-98	6/398	REVISIONS OF LTS 28, 29,30 REF:VOL 5 PG 13		
3	40208	NORTHWEST HILLS, AMENDED PUBLIC, THE		PLAT	02/09/1998
	File # 1036-93	6/125	AMENDING LTS 90-92 INTO ONE LOT 1.98ACS E		
4	32812	NORTHWEST HILLS, AMENDED PUBLIC, THE		PLAT	05/26/1998
	File # 3529-92	6/80	LTS 118 & 119 NORTHWEST HILLS		
5	370-86	NORTHWEST HILLS ARCHITEC INGRAM LAKE VENTURE		CNST	01/15/1980
	File # 370-86	359/86	NORTHWEST HILLS SUBD		
6	74398	NORTHWEST HILLS ARCHITEC BUBNICH, JOSEPH S MR & M VAR			05/06/1998
	File # 3318-96	848/404	LT 230 PHASE II NORTHWEST HILLS SUBD (FANN		
7	123505	NORTHWEST HILLS HOMEOWNE UNKNOWN GRANTEE		RAL	02/05/2002
	File # 964-01	1105/836	LTS 204, 206, 211, 225, 250 NORTHWEST HILL		

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-- Deed Records Listing Screen --

45 Deeds Selected

D#	Doc. Id.	Grantor Name	Grantee Name	Type	Date
1	91686	NORTHWEST HILLS MINOR RE	NORTHWEST HILLS MINOR RE	PLAT	02/13/1998
	File # 1026-98	6/356	2.84AC SUR 1433 REPLAT FOR LT 1, & PART LT		
2	93427	NORTHWEST HILLS MINOR RE PUBLIC, THE		PLAT	04/17/1998
	File # 2755-98	6/364	3.65ACS SUR 1433 REF VOL 6 PG 274		
3	78472	NORTHWEST HILLS OWNERS A PEARSON, BRIAN		R/JG	09/24/1998
	File # 7311-96	869/271	REF: VOL 667 PG 401 RPR		
4	3064-88	NORTHWEST HILLS PH 2 LT	NORTHWEST HILLS PH 2 LT	WVR	05/18/1988
	File # 3064-88	471/363	LOT 234 NORTHWEST HILLS PHASE 2		
5	3063-88	NORTHWEST HILLS PH 2 LT	NORTHWEST HILLS PH 2 LT	WVR	05/18/1988
	File # 3063-88	471/361	LT 234 NORTHWEST HILLS PHASE 2		
6	3062-88	NORTHWEST HILLS PH 2 LT	NORTHWEST HILLS PH 2 LT	WVR	05/18/1988
	File # 3062-88	471/359	LT 234 NORTHWEST HILLS PHASE 2		
7	3061-88	NORTHWEST HILLS PH 2 LT	NORTHWEST HILLS PH 2 LT	WVR	05/18/1988
	File # 3061-88	471/357	LT 234 NORTHWEST HILLS PHASE 2		

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45 Deeds Selected

D#	Doc. Id.	Grantor Name	Grantee Name	Type	Date
1	44393	NORTHWEST HILLS HOMEOWNE	STENGROVE, INC	PTL	06/14/1993
	File # 4944-93	696/634	LTS 207 & 208 NORTHWEST HILLS PHASE II		
2	98171	NORTHWEST HILLS HOMEOWNE	PUBLIC, THE	LAF	09/17/1998
	File # 7424-98	971/446	LT 79 NORTHWEST HILLS SUBD AMOUNT \$ 1,360.		
3	38297	NORTHWEST HILLS HOME OWN	TOWNSEND, PAUL T	A/J	12/03/1992
	File # 8667-92	667/403	NONE		
4	38296	NORTHWEST HILLS HOME OWN	PEARSON, BRIAN	A/J	12/03/1992
	File # 8666-92	667/401	NONE		
5	36025	NORTHWEST HILLS HOMEOWNE	PUBLIC THE	R/E	09/11/1992
	File # 6563-92	655/473	EAMT ACROSS LTS 87 & 88 NORTHWEST HILLS SU		
6	110684	NORTHWEST HILLS HOMEOWNE	WALKER, KATHLEEN S	VAR	11/15/1999
	File # 9326-99	1038/484	LT 110 NORTHWEST HILLS		
7	91687	NORTHWEST HILLS MINOR RE	NORTHWEST HILLS MINOR RE PLAT		02/13/1998
	File # 1027-98	6/357	3.57AC SUR 1433 REPLAT FOR LTS 35,36 & 37		

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45 Deeds Selected

D#	Doc. Id.	Grantor Name	Grantee Name	Type	Date
1	3060-88	NORTHWEST HILLS PH 2 LT	NORTHWEST HILLS PH 2 LT	WVR	05/18/1988
	File # 3060-88	471/355	LT 234 NORTHWEST HILLS PHASE 2		
2	3067-88	NORTHWEST HILLS PH 2 LT	NORTHWEST HILLS PH 2 LT	WVR	05/18/1988
	File # 3067-88	471/372	LT 234 NORTHWEST HILLS PHASE 2		
3	3066-88	NORTHWEST HILLS PH 2 LT	NORTHWEST HILLS PH 2 LT	WVR	05/18/1988
	File # 3066-88	471/369	LOT 234 NORTHWEST HILLS PHASE 2		
4	3065-88	NORTHWEST HILLS PH 2 LT	NORTHWEST HILLS PH 2 LT	WVR	05/18/1988
	File # 3065-88	471/366	LT 234 NORTHWEST HILLS PHASE 2		
5	3059-88	NORTHWEST HILLS PHASE 2	NORTHWEST HILLS PH 2 LT	WVR	05/18/1988
	File # 3059-88	471/353	LT 234 NORTHWEST HILLS PHASE 2		
6	125821	NORTHWEST HILLS PH II RE	PUBLIC, THE	PLAT	04/25/2000
	File # 3205-01	7/117	REVISION OF PLATTED LTS 231-239 INTO LTS N		
7	47211	NORTHWEST HILLS REPLAT	PUBLIC THE	PLAT	09/15/1998
	File # 7614-93	6/153	REPLAT OF LTS 49 & 50 NORTHWEST HILLS OF P		

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