

STATE OF TEXAS 765932
COUNTY OF BEXAR

THAT, JACK CHARLES and LOYDE C. WALLS, the undersigned, are the owners of the following described property:

A certain tract or parcel of land containing 200 acres out of the South part of a tract formerly containing 2300 acres. The said 200 acres contains 28.3 acres out of William Brisbin Survey 89 1/2, Abstract 54, County Block 4900; and 11.33 acres out of B.S. & F. Survey 1, Abstract 113, County Block 4926; and 106.37 acres out of Bertha Staffel Survey 2, Abstract 946, County Block 4925, in Bexar County, Texas. The said 200 acres fronts on the West side of U. S. Highway 281 (formerly Highway 66) about 15 miles North of the Court House in Bexar County, Texas; SAVE AND EXCEPT, those two certain tracts of land containing 50 acres each conveyed to Baptist Memorial Hospital by Warranty Deed, dated November 8, 1965, recorded in Volume 5469, Page 781, Deed Records of Bexar County, Texas, and being the same property conveyed to the undersigned by deed dated May 20, 1966, recorded in Volume 5569, Pages 31-35, of the Deed Records of Bexar County, Texas; and

WHEREAS, the undersigned as owners are subdividing said property into a Subdivision named NORTHWIND ESTATES a copy of said Plat is attached hereto for informative purposes, and the owners do by this instrument dedicate for public use and for the use of the adjoining property owners the Streets shown on said plat; and

WHEREAS, said property is hereby restricted and shall be binding on the owners hereof, any purchaser of said property their heirs, successors or assigns.

1. No building other than a single family residence shall be constructed on any lot as conveyed, except garages, garage apartments, servant's quarters or guest houses used for domestic purposes only, which may be built on the rear one-third of any lot.

2. No improvement, other than fences, shall be placed, built, erected or constructed closer than 15 feet to any property line except structures which are required to furnish utilities. No building shall be located nearer to the front tract line than 40 feet. Out-buildings and detached garages shall not be closer than 60 feet of the front tract line.

3. Each main residential structure shall consist of no less than 1200 square feet of habitable ground floor area in the case of one story structures. One and one-half or two story structures shall consist of no less than 800 square feet of habitable ground floor area. The above required habitable areas exclude basements, open porches, garages and breezeways. No building shall be in excess of two stories.

A minimum of 300 square feet of garage or carport shall be required for each single residence. Detached garages are permissible.

Frame or rock exterior construction shall be permitted provided at least 50% of construction is brick, stone, concrete or concrete materials, unless a written waiver is given by the Sellers.

Bona fide servant's quarters, guest houses, and similar outhouses may be constructed to the rear of permanent residences and shall conform to the same design and exterior finish as the dwelling of which it is an integral part.

No building site shall be less than 100 foot frontage and subdivision of existing sites into new sites of less than 30,000 square feet is prohibited except by written consent of Sellers.

WM 5629 REC 387

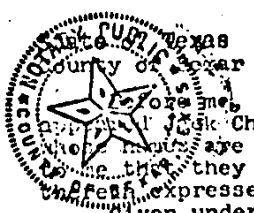
VOL 5629 PAGE 388

- 4. All structures shall, before occupancy, be painted on the exterior with two coats of paint and shall have a tiled, shingled or graveled roof.
- 5. All buildings shall face on a street on which said lot fronts unless a written waiver is granted by the Seller.
- 6. Structures must be completed within six months after foundation is completed.
- 7. No structure, previously constructed elsewhere, may be moved on any tract within the addition. All tracts shall be used for new residence purposes only and all structures shall be built of new material.
- 8. No Buyer, nor his heirs and assigns, shall at any time use as a residence, temporarily or permanently, a house trailer, basement, tent, shack, garage, barn or other out-building. No structure shall be occupied or used until the exterior is completely finished. No fence, wall or hedge over five feet in height shall be constructed or permitted to remain on corner lots and no front yards shall be fenced in unless a cyclone type fence is used.
- 9. Material stored on premises shall be arranged in an orderly manner on the rear one-third of said premises, shall be properly covered and shall be allowed only so long as the Seller deems such storage to be in the best interest of the addition.
- 10. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank constructed and installed in accordance with the regulations provided by the County of Bexar and State of Texas.
- 11. No noxious, offensive, unlawful or immoral use shall be made of the premises, and said premises shall not be used for a dairy, hunting, rifle range, poultry or livestock breeding or raising, hog ranch, dog or cat kennel, nor for any immoral use. Said premises shall not be used for treating for profit infectious or contagious diseases.
- 12. No covenants and restrictions shall be binding upon the Buyers, heirs and assigns of the Buyers, provided, however, said restrictions shall expire on December 31, 2010. Said covenants and restrictions are for the benefit of the entire subdivision and may be enforced by any property owner in the subdivision.
- 13. No building shall be erected, placed or altered on the property conveyed by this contract until the building plans, specifications and plat showing the location of such building, have been approved as being in conformity with the covenants and restrictions contained herein, by the Seller its successors and assigns, or by any agent so designated for such purposes by Seller, its successors and assigns.
- 14. Easements and restrictions of record affecting the title to the above described property and subject to any applicable zoning rules and regulations.
Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
- 15. On Lots 76 to 83 both inclusive, the owners herein expressly reserve said lots at their option for commercial uses and in the event same is not used as commercial property then all of the restrictions set out above shall attach to said lots.

EXECUTED this the 6th day of September 1966.

Jack Charles
Jack Charles

Loyde C. Walls
Loyde C. Walls



I, the undersigned authority, on this day personally
before me, Jack Charles and Loyde C. Walls, known to me to be the persons
who are subscribed to the foregoing instrument, and acknowledged
that they executed the same for the purposes and consideration
expressed.

Given under my hand and seal of office, this 6th day of September
1966.

Juanita Mendez
Notary Public, Bexar County, Texas
JUANITA MENDEZ
Notary Public, Bexar County, Texas

SHEET 3 OF 3

SHEET 2 OF 3

NORTHWIND ESTATES SHEET 1 OF 3

Vol. 5629 Page 396

Vol. 5629 Page 398

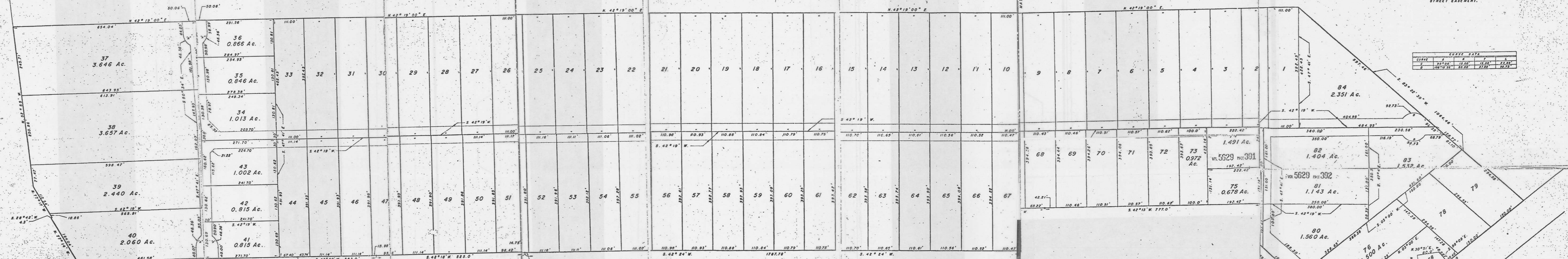
Vol. 5629 Page 399

NOTE: LOTS 28-31, AND 44-51, CONTAIN 1.00 ACRE EXCLUDING STREET EASEMENT.

NOTE: LOTS 10-18 AND 81-87, CONTAIN 1.00 ACRE EXCLUDING STREET EASEMENT.

NOTE: LOTS 1-10, 87-78, AND 78-79, CONTAIN 1.00 ACRE EXCLUDING STREET EASEMENT.

CURVE DATA				
CURVE	R	Δ	T	L
1	120.00'	18.00'	15.00'	22.50'
2	120.00'	18.00'	15.00'	22.50'



A SUBDIVISION OF THE SOUTHERLY 100 ACRES OF THAT 200 ACRE TRACT RECORDED IN VOLUME 4309, PAGE 122, DEED AND PLAT RECORDS OF BEXAR COUNTY, SAID 200 ACRE TRACT BEING 28.3 ACRES OUT OF WILLIAM BRISBIN SURVEY 89 1/2, ABSTRACT 54, COUNTY BLOCK 4900, AND 11.33 ACRES OUT OF B.S. & F. SURVEY NO. 1, ABSTRACT 113, COUNTY BLOCK 4926; AND 160.37 ACRES OUT OF BERTHA STAFFEL SURVEY 2, ABSTRACT 946, COUNTY BLOCK 4925, BEXAR COUNTY, TEXAS.

STATE OF TEXAS COUNTY OF BEXAR

I hereby certify that the above plat is true and correct, according to an actual survey made on the ground by men working under my supervision, and that there are no visible errors or omissions on adjoining property except as shown.

Witness my hand and seal this 1st day of September, 1974.

A. D. 1966
ALEXANDER CADENA, REGISTERED SURVEYOR

