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STATE OF TEXAS
COUNTY OF BEXAR

"RESTRICTIONS"

WATERWOOD DEVELOPMENT COMPANY, herein called declarant, is the owner in fee simple of certain real property located in Bexar County, Texas, known by official plat designation as WATERWOOD, Unit XXIII, a subdivision pursuant to a plat recorded in the Plat Records in Volume 9517, Pages 239, for the purposes on enhancing and protecting the usefulness of the lots or tracts constituting such subdivision. Declarant hereby declares that all real property described in said plat, and each part thereof, should be held, sold, and conveyed only to the following easements, covenants, conditions and restrictions, which shall constitute and covenant running with the land and shall binding on all parties having any right, title or interest in the above describe property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

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1. All tracts shall be used solely for residential purposes. No activity shall be conducted on any of these tracts which is noxious or harmful by reason of emission of odor, dust, smoke, gas, fumes, noise or vibration; and provided further that the Grantor expressly reserves the right to vary the use of any property notwithstanding the restrictions, should Grantor in its sole judgement deem it in the best interest of the subdivision to grant such variance or variances. The granting of such variance by the Grantor shall be specifically set forth in both Contract of Sale and the Grantor's Deed conveying said tract to tracts.

2. No tract may be subdivided unless written approval is given by the Grantor, its assignees, successors or designees.

3. No building other than a single family residence (site built or double-wide manufactured home) containing not less than 1100 square feet, exclusive of open porches, breezeways, carports, and garages, shall be moved onto, erected, or constructed on any residential tract in Waterwood, Unit XXIII, and no garage may be erected except simultaneously with or subsequent to erection of residence. All building must be completed not later than six (6) months after laying of foundations. No structures of any kind may be moved onto the property, except double-wide modern manufactured homes not older than three (3) years from its date of manufacture, EXCEPT, Block 85, Lots 1-4 and Block 87, Lots 1-5 may have a single-side manufactured home containing not less than 800 square feet and not older than three (3) years from its date of manufacture, all residences must have composition shingled roofs and hardboard siding or other suitable materials, approved in writing by Grantor its nominees or designees and constructed in accordance with the Manufactured Housing standard Act, Title 83 of U.S.C., will be permitted. Any manufactured home moved onto the property must have axles, wheels and towing devices removed and the home must be set on and engineered foundation approved by the Texas Department of Licensing and Regulation and meeting the criteria

for permanent foundations established by the Department of Housing and Urban Development for Title II loans. All residences must be completely enclosed from the ground level to the lower portion of outside exterior walls with a HUD approved masonry vinyl, fiberglass, metal, or material specifically designed for the purpose of enclosing manufactured homes approved by Grantor, its successors or designees, so as to maintain a neat, harmonious appearance and remove posts and piers from outside view within sixty (60) days after utilities are connected to each residence. No more than one (1) manufactured home or residence shall be connected to utilities on each tract.

4. No improvements, including fences, shall be erected or constructed on any tract in Waterwood, Unit XXIII nearer than thirty (30) feet to the front property line; nor nearer than six (6) feet to the side or rear property lines except a fence may be erected on the property line. In the case of corner tracts no improvements shall be erected or constructed within fifteen (15) feet to the side property line adjacent to the streets. all improvements, driveway slabs, fences, etc. must be approved in writing by the Grantor or his designee before any construction of a residence or any manufactured home is moved onto any tract in Waterwood Unit XXIII.

5. No building or structure, including out buildings and storage buildings, shall be moved, erected or constructed on any tracts until the building plans, manufactured home specifications, plot plans, and external design have first been approved in writing by the Grantor, or by such nominee or nominees as it may designate in writing. To preserve the value and the beauty of Waterwood, Unit XXIII no trees on the above described property shall be cut down or destroyed without Grantor's prior written approval. Removal of trees for approved driveway and building site is permitted without additional approval.

6. No advertising or "For Sale" signs may be erected in Waterwood Unit XXIII without written approval of Grantor.

7. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two (2) coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic system approved by the State and Local Departments of Health. no removal of trees or excavation of any other materials other than for landscaping, construction of buildings, driveways, etc. will be permitted without the written permission of Grantor. All driveways must be constructed with concrete, asphalt or other suitable hard surface approved by Grantor.

8. No noxious, offensive, unlawful or immoral use shall be made of the premises.

9. No livestock, poultry or wild animals of any kind shall be raised, bred or kept on any tract. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No kennels may be kept or maintained on any tract.

10. All covenants and restrictions shall be binding upon the Grantee, his successors, heirs or assigns. Said covenants and restrictions are for the benefit of the entire Subdivision. If the parties hereto or any of them or their heirs, assigns or successors interest shall be violated or attempt to violate any of these covenants, then any person or persons owning real property situated within this subdivision may institute proceedings in law or equity against such violators or such attempted violators to prevent completion of the attempt or continuation of the violation or cumulatively, to recover, to recover damages and other relief for such breaches.

11. The Grantor reserves to itself, its successors and assigns, an easement or right-of-way over a six foot strip along the side, front and rear boundary lines of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone drainage and sewage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Grantor to supply such services. Should a utility pipeline be installed in an area where the Grantee erects a fence, the Grantee agrees to install a gate so that the utility company may have access to such pipeline.

12. All tracts are subject to easements, liens, and restrictions of record and are subject to any applicable zoning rules and regulations. All minerals in, on or under the above described property are excepted from the Contract and hereby reserved to the Grantor. The surface of the lots in the subdivision shall not be used for exploration, drilling or development of any minerals. No Grantee may drill a water well on any lot.

13. A non-mandatory assessment of \$150.00 annually per tract owner, (which may be paid annually or semi-annually) shall run against each tract in said property for the use in maintenance of parks, recreational facilities, etc., and operating costs according to the rules and regulations of Grantor. The decision of the Grantor, its nominee or cosignee, with respect to the use and the expenditure of such funds shall be conclusive and the Grantee shall have no right to dictate how such funds shall be used. If accepted by Purchaser, such assessment shall be and is hereby secured by a lien on each tract respectively, and shall be payable such other persons as Grantor in San Antonio, Texas, or

to such other persons as Grantor may designate by instrument filed of record in the Office of the County Clerk of Bexar County, Texas, on the 1st day of June and January of each year which assessment shall accrue upon acceptance. In cases where one (1) owner owns more than one (1) tract there will be only one (1) assessment shall accrue upon acceptance. Provided, however, that if such an owner should sell one or more of his tracts to a party who theretofore did not own property, then said tract or tracts so transferred shall thereafter be subject to the lien provided herein. Grantor shall have the option of increasing said assessment on an annual basis but in no case should assessment increase by more than 10% in any one year. Grantor shall be responsible for maintenance of parks, recreational facilities, etc. until June 1, 2005 after which time Grantor shall have no further responsibility for maintenance of parks, recreational facilities, etc. and the liens and assessments created herein shall have no further force effect except as to accrued and unpaid assessments unless prior to June 1, 2005, said assessments and/or liens created herein are transferred to another entity or to a property owner's association comprised of at least 10% of the property owners in the subdivision which accepts responsibility for maintaining parks, recreational facilities, etc. In that instance all liens and assessments herein provided for shall continue in force and effect for the benefit of such entity or property owners' association, and such entity or property owner's association, and such entity or property owners' association shall have all of the authority herein retained by Grantor with respect to the administration of the restrictions, including, but not limited to, the approval of plans, specifications, buildings, granting of variances, and Grantor shall be relieved of all further responsibility thereof. Use of the parks and recreation area shall be subordinate to the lien of any first mortgage and the sale or transfer of any such Lot shall not affect the assessment lien and no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; however, the

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sale or transfer of any such Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

14. No junk, wrecking or auto storage yards shall be located on any tract. Each tract shall be maintained in a neat manner, and at no time shall there be any boat hulls, inoperable automobiles, trucks, vehicles or trailers parked on the premises unless garaged or under an approved carport; not shall there be any garbage dumps, junk yards, stacks of lumber or cumulation of rubbish piles. Grantee agrees to keep this property neat in appearance and shall be responsible to keep undergrowth at a minimum. In event Grantee fails to this obligation, he agrees that Grantor or his agent may enter the property and perform whatever work in the opinion of the Grantor is necessary to render the property neat in appearance and Grantor may charge the Grantee a reasonable charge for this service.

15. No residence shall be permitted to become an eyesore either by looking run-down in appearance, e.g., faded paint, torn screens, etc. Grantee hereby agrees to keep his residence in a good state of repair and further agrees that in the event his residence becomes unsightly, he will remedy such situation within thirty (30) days of notification by Grantor, its nominee or designee.

16. No hunting shall be permitted in this subdivision and the discharging of firearms or target practice of any kind thereon shall be prohibited.

17. These covenants are to run with the land and they shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the

lots has been recorded, agreeing to change said covenants in whole or in part. These restrictions are for the benefit of the entire subdivision and are enforceable by the property owners, either mutually or exclusively.

18. Invalidation of any one of these covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED this the 23rd day of MARCH, 1993.

WATERWOOD DEVELOPMENT COMPANY
A Texas Limited Partnership

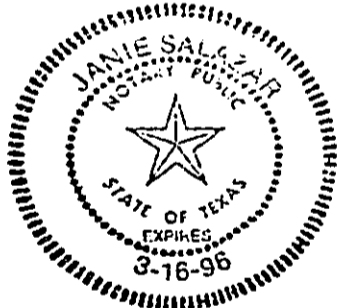
By: COUNTRYVIEW DEVELOPERS, INC.,
Its General Partner

By: [Signature]
G.G. Gale, Jr., Vice President

THE STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 23rd day of MARCH, 1993, by G.G. Gale, Jr., Vice President of COUNTRYVIEW DEVELOPERS, INC., a Texas Corporation, General Partner of WATERWOOD DEVELOPMENT COMPANY, a Texas Limited Partnership, on behalf of said Limited Partnership.



[Signature]
Notary Public in and for
the State of Texas

AFTER RECORDING RETURN TO:
WATERWOOD DEVELOPMENT COMPANY
15315 SAN PEDRO
SAN ANTONIO, TEXAS 78232

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FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BELGAR CO.

1993 MAR 29 PM 12:25

Any provision hereof which purports to be made, created, or intended to be made, in violation of the laws of the State of Texas, or of the United States, or of any other State, or of the Federal Government, is hereby rejected and void. THE STATE OF TEXAS COUNTY OF BELGAR. FILED IN THE PUBLIC RECORDS ON THE 29th day of MARCH 1993. I hereby certify that the instrument was duly recorded, in the date and at the time stated herein. Robert D. Green, County Clerk of Belgar County, Texas. Official Public Records of Real Property of Belgar County, Texas.

MAR 30 1993



Robert D. Green
COUNTY CLERK BELGAR COUNTY, TEXAS