

3.00

DEED

249247 RESTRICTIONS - CLEAR SPRINGS PARK, Unit I

It is mutually agreed by and between the parties hereto that the property herein described shall be subject to the following restrictions, covenants and reservations, which shall be binding on the parties hereto and all persons claiming under them, to-wit:

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1. All lots shall be used solely for new residential purposes, except tracts designated for business purposes in the contract and deed covering same and on the subdivision plat, provided, however, no business shall be conducted on any of said tracts which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibration; provided, further, however, that Seller reserves the right until June 1, 1980 to vary the use of any property notwithstanding the restrictions embodied in this contract, should Seller in its sole judgement deem it in the best interests of the property to grant such variances. These variances by Seller shall be specifically stated in the Contract for Deed and deed conveying said tract or tracts.

2. Tracts designated as business may be used for either residential or business purposes; provided, however, that if used for a business, the nature or purpose of the business shall first be approved in writing by Seller, its successors, assigns or designees. No portion of a tract less than the whole thereof may be sold or resubdivided without the written approval of Seller, its successors, assigns, or designees.

3. No building, other than a single family residence containing not less than 1800 square feet, exclusive of open porches, breezeways, car ports and garages, shall be erected or constructed on any residential tract, and no garage may be erected except simultaneously with or subsequent to erection of a residence. All buildings must be completed within six (6) months after laying foundations and no structures or house trailers of any kind may be moved onto the property. All buildings must be built on a concrete slab foundation and with new materials, and shall be of at least 75% masonry exterior except where the specific approval of Seller or an architectural committee representing subdivision ownership has been secured in writing.

4. No improvements shall be erected on any tract nearer than 60 feet to the front property line nor nearer than 20 feet to the side property line, except that in the case of corner tracts, no improvements shall be erected within 40 feet of side property lines.

5. No building or structure shall be erected on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Seller, or by such nominee or nominees as Seller may designate in writing. No building shall be occupied or used until the exterior thereof is completely finished. No mobile home, basement, tent, shack, garage barn, or other outbuilding erected on any of said tracts 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.

6. No building or structure shall be occupied or used until all portions thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc. approval of said location must be first obtained from the Seller and the local Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Seller.

7. No noxious, offensive, unlawful or immoral use shall be made of any tract.

8. No hogs, cattle, sheep, goats or other commercial live stock will be allowed. Dogs, cats, not more than two horses, and other domestic pets will be permitted if adequate facilities are provided for their care and they are not kept for commercial purposes or boarded.

9. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No junk, wrecking or auto storage yards shall be located on any tract, nor shall any inoperative vehicle be allowed to remain parked out of a covered parking area for longer than 30 days. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered and shall be allowed so long as Seller deems such storage to be in the best interests of the property.

10. All fences along a property line which fronts or borders a public road must be approved by Seller before construction, unless they are set back 50 feet from the front property line which fronts or borders a public road. All fences will be well maintained and not allowed to detract from the property.

11. Seller reserves to itself, its successors and assigns, an easement or right-of-way over a fourteen foot strip along the front and a ten foot strip along each side and rear boundary lines of each tract within the subdivision for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove 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 Seller to supply such services.

12. No shooting of firearms or hunting for birds or wild game of any kind shall be permitted.

13. All tracts are subject to easements and restrictions now of record and are subject to any applicable zoning rules and regulations.

14. These covenants and restrictions shall be binding upon the Purchaser, his successors, heirs and assigns. These covenants and restrictions are for the benefit of the entire subdivision above described.

15. The restrictions herein contained shall run with the land until June 1, 2000, provided however, that the record owners of a majority of the tracts subject to these restrictions shall have the power through a duly recorded written instrument to extend these restrictions for successive ten year periods from and after the aforesaid date.

16. Invalidation of any one of these covenants or restrictions by judgement of any Court shall in no way affect any of the other provisions which shall remain in force.

EXECUTED this the 12 day of December, 1980.

A. L. Bell, Inc.

BY: A. L. Bell
A. L. Bell, President

BEFORE ME, the undersigned authority, on this day personally appeared A. L. Bell, the President of A. L. Bell, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 12 day of December, 1980.

[Signature]
Notary Public, Blanco County, State of Texas
My Commission expires 3/15/81

CERTIFICATE
This page to which this certificate is annexed in a full, true and correct copy of the original on file and of record in my office. ATTESTED 12-28-80

GERRY RICKHOFF
COUNTY CLERK
BEAUFORT COUNTY, TEXAS



A. L. BELL, INC., P. O. BOX 16546, SAN ANTONIO, TEXAS 78216

2179-102

FILED
NOTES

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in
File Number Sequence on the date and on the time stamped
I wrote by me; and was duly RECORDED in the Official
Public Records of said County of Bexar County, Texas on

DEC 18 1980



Robert D. Green
COUNTY CLERK
BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO. TX
1980 DEC 18 AM 8 48
[Signature]

CERTIFICATE

This page to which this certificate is
affixed in a full, true and correct copy
of the original on file and of record in
my office. ATTESTED 12-28-05



GERRY RICKHOFF
COUNTY CLERK
BEXAR COUNTY, TEXAS
BY: *[Signature]* Deputy

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