

DEED

RESTRICTIONS - CLEAR SPRINGS PARK, Unit II, Phase 1

5.00

274220

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:

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. On tracts of 4 acres or more no building, other than a single family residence containing not less than 1800 square feet shall be erected or constructed. On tracts of less than 4 acres no building, other than a single family residence containing not less than 1600 square feet shall be erected or constructed. These square feet requirements shall be exclusive of open porches, breezeways, car ports and garages. 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 at least 75 % masonry exterior except where the specific approval of Seller or an architectural committee representing subdivision ownership has been secured in writing.

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 livestock will be allowed. One horse will be allowed on tracts of less than 4 acres and two horses will be allowed on tracts of 4 acres or more. Dogs, cats, and other domestic pets will be permitted. Adequate facilities must be provided for all such animals and they are not to be 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, as 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.

17. Septic tanks shall be placed on the rear half of all 2 acre tracts, except in Unit 2, Block 3, Tract #'s 22,23,24,25,26 where they shall be placed on front half of tracts. Special exceptions may be made by Seller or Architectural Committee where such exceptions do not interfere with wells or septic tanks on adjoining tracts.

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

GERRY RICKHOFF
COUNTY CLERK
BEXAR COUNTY TEXAS
Deputy



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UNIT II Phase 1 Cont.

EXECUTED this the 9 day of March, 1981

A. L. Bell, Inc.

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

THE STATE OF TEXAS
COUNTY OF BEXAR

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 9 day of MARCH, A.D. 1981

Jerry Green
Notary Public



BEXAR County, State of Texas.

My Commission expires 3/15/81

A.L. Bell
P.O. Box 16544
SAN ANTONIO, TEX. 78214

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK
BEXAR CO. TEXAS
MAR 9 11 21 AM '81

STATE OF TEXAS }
COUNTY OF BEXAR }
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time specified
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Bexar County, Texas on

MAR 9 1981



Robert D. Green
COUNTY CLERK
BEXAR COUNTY, TEXAS

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: Gerry Rickhoff Deputy

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Gerry Rickhoff

COUNTY CLERK



BEXAR COUNTY

BEXAR COUNTY COURT HOUSE
SAN ANTONIO, TEXAS 78205

C E R T I F I C A T E

STATE OF TEXAS §

COUNTY OF BEXAR §

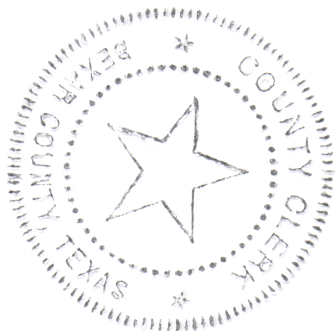
I, GERRY RICKHOFF, COUNTY CLERK OF BEXAR COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, NOW IN MY LAWFUL CUSTODY AND POSSESSION AS SAME APPEARS OF RECORD FILED IN:

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IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE GIVEN IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ON THIS 28 DAY OF December A.D., 2005

GERRY RICKHOFF
COUNTY CLERK
BEXAR COUNTY, TEXAS

BY: Judith S. Frazier
Deputy County Clerk



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.