

**TIMBERWOOD PARK, UNIT 40
RESTRICTIVE COVENANTS AND EASEMENTS**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BEXAR §

TIMBERWOOD 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 Timberwood Park, Unit 40, a subdivision pursuant to a plat recorded in the Plat Records of Bexar County, Texas, in Volume 9507, page 163 for the purpose of enhancing and protecting the value and usefulness of the lots or tracts constituting such Subdivision. Declarant hereby declares that all the real property described in said Plat, and each part thereof, should be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute and covenant running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

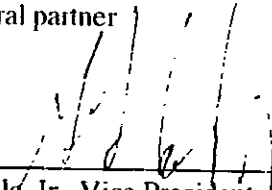
1. All tracts shall be used solely for residential purposes, except those tracts designated on the above-mentioned plat for business purposes, provided, however, no business shall be conducted on any of these tracts which is noxious or harmful by any reason of odor, dust, smoke, gas fumes, noise or vibration; and provided further that the Grantor expressly reserves the right to vary the use of the property notwithstanding the restrictions embodied in this contract, should Grantor in its sole judgment deem it in the best interests of the property to grant such variances. The granting of a variance, if any, by the Grantor shall be specifically stated in both the contract of sale and the Grantor's deed conveying said tract or 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 conventional single-family residence containing not less than 2,000 square feet, exclusive of open porches, breezeways, carports and garages, and not having less than 70% of its exterior ground floor walls constructed of masonry, i.e. brick, rock, concrete or concrete products shall be erected or constructed on any residential tract in Timberwood Park, Unit 40, and at least a two car garage, attached or detached, must be erected simultaneously with erection of residence. No less than a 300 LB per square asphalt or fiberglass shingle shall be used in any construction in Timberwood Park, Unit 40. Any other type of roofing must be approved in writing by the Grantor, prior to construction. All building must be completed no later than six (6) months after laying of foundations and no structures or house trailers of any kind may be moved onto the property. Servants quarters and guest houses may be constructed to the rear of the permanent residence. All buildings must be completely enclosed from the ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from outside view.
4. No improvements shall be erected or constructed on any tract in Timberwood Park, Unit 40 nearer than forty (40) feet to the front property line; nor nearer than six (6) feet to the side property line except that in the case of corner tracts no improvements shall be erected or constructed within fifteen (15) feet of the side property line adjacent to the streets. No materials of any kind should be stored on the property unless construction of a permanent residence has been commenced and is underway. No used materials shall be stored on the property or used in any construction. All building materials, brush, rock and dirt piles, etc., must be cleared immediately upon completion of construction. In the event that materials of any kind are placed on the property which are, in the opinion of the Grantor, in violation of the above stipulation and agreement, Grantor may notify Grantee by mail of such violation and if the violation and subject material is not removed within ten (10) days after mailing such notice, Grantee agrees that Grantor may remove said material from the property, dispose of said material and charge Grantee with removal costs, the exercise of which shall leave Grantor free of any liability to the Grantee.
5. No building, structure or fences shall be erected or constructed on any tract until the builder, building plans, specifications, plot plans and external design have first been approved by the Grantor, or by such nominee or nominees as it may designate in writing. An approved builder must be an individual, partnership or corporation who is engaged in the business of constructing residences on a full time basis.

6. No advertising or "For Sale" signs may be erected in Timberwood Park, Unit 40 without written approval of Grantor.
7. No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with Paragraph 3 above and any structure or part thereof constructed of lumber shall be 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 sanitary sewer or septic tank approved by the State and Local Departments of Health. Before any work is done pertaining to the location of the utilities, buildings, etc., approval of said location must be first obtained from the Grantor and Local Department 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 consent of Grantor. All driveways must be constructed with concrete or asphalt substance and must be completed simultaneously with the completion of the residence.
8. An assessment of \$120.00 annually per tract owner which will be paid semi-annually shall run against each tract in said property for the use and maintenance of parks and operating costs according to the rules and regulations of the Grantor. The decision of the Grantor, its nominees or consignee with respect to the use and expenditure of such funds shall be conclusive and the Grantee shall have no right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on each tract respectively, and shall be payable to the Grantor in San Antonio, Texas on the 1st day of June and January of each year commencing _____ 1, 19__ 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. In cases where one owner owns more than one (1) tract there will be only one (1) such assessment for such owner. 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. The lien of the assessment provided for herein 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 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.
9. No noxious, offensive, unlawful or immoral use shall be made of the premises.
10. 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.
11. All covenants and restrictions shall be binding upon the Grantee or his successors, heirs or assigns. Said covenants and restrictions are for the benefit of the Subdivision.
12. The Grantor reserves the right to itself, its successors and assigns, an easement right-of-way over a fifteen (15) foot strip along the front boundary lines and a six (6) foot strip along the side 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 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. Contact appropriate local utility for installation of water, telephone, butane, etc. Should a utility pipe line be installed in the rear property easement as herein reserved, Grantee agrees to install a gate in any fence that shall be constructed on such easement for utility company access to such pipe line.
13. 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 Deed and hereby reserved to the Grantor.
14. This contract may not be assigned or recorded without the written consent of Grantor. In event this agreement be sold or assigned, Grantor may, at Grantor's option, declare all sums due under the Contract, immediately due and payable or Grantor shall be entitled to adjust the interest rate, but in no case shall the interest rate be in excess of two (2) points over Texas American Bank prime rate of interest and a transfer fee of \$35.00 will be charged by the Grantor.

15. That an assessment for the purpose of bringing water to each tract of \$11.95 per lineal foot along the front of the property line, with a minimum charge of \$1,195.00 and a maximum charge of \$1,800.00 on any one tract, shall run against each tract and part thereof in said property. Such assessment shall be and is hereby secured by a lien on each tract respectively; and when Grantor, its successors or assigns, shall construct a water main in the street and/or easement running by said tract and water is made available to same, said assessment aforesaid shall become due and payable to Grantor, its successors or assigns, in San Antonio, Texas, at the time the water supply is made available to said property. Said assessment may be arranged on a satisfactory monthly payment basis, the unpaid amount shall be charged interest at the rate of eleven percent (11%) A.P.R. per annum. In the event the Grantee shall desire water service and has paid his water assessment, Grantor, its successors or assigns, shall furnish water service within ninety (90) days of payment or within 180 days of delivery of Deed, whichever is the earliest date. It is agreed by and between Grantor and Grantee that Grantee will not hold Grantor or water utility responsible for any acts of God, including such services and supply as may be installed.
16. 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; nor shall there be any garbage dumps, junk yards, stacks of lumber or cumulation of rubbish piles. 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. Grantee agrees to keep this property neat in appearance and shall be responsible for keeping undergrowth at a minimum upon construction of a residence on the property. In the event Grantee fails in 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 a reasonable charge for this service.
17. 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 the situation within thirty (30) days of notification by Grantor, its successors or assigns or designees.
18. No hunting shall be permitted in this Subdivision and the discharging of firearms or target practice of any kind thereon shall be prohibited.
19. These covenants are to run with the land and they shall be binding on all persons claiming under them for a period of twenty-five (25) years from 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 owners of the lots has been recorded, agreeing to change said covenants in whole or part. These restrictions are for the benefit of the Subdivision and are enforceable by the property owners, either mutually or exclusively.
20. 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 the 31st day of July, 1996 at San Antonio, Bexar County, Texas.

TIMBERWOOD DEVELOPMENT COMPANY
a Texas Limited Partnership
By: Countryview Developers, Inc.,
its general partner



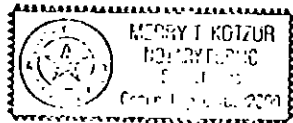
G.G. Gale, Jr., Vice President

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared G.G. Gale, Jr., Vice President of Countryview Developers, Inc., General Partner of TIMBERWOOD DEVELOPMENT COMPANY, a Texas Limited Partnership, 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 stated and as the act and deed of said Partnership.

GIVEN UNDER my hand and seal of office this 31st day of July, 1996





Notary Public In And For The State Of Texas

Any provision herein which restricts the sale, rental, or use of the described real property because of race is invalid and unenforceable under Federal law.

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 stamped herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on

AUG 13 1996





COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On Aug 06 1996

At 4:15pm

Receipt #: 243863
Recording: 9.00
Doc/Hgt: 6.00

Doc/Hue: 96-0118264

Deputy - RITA JOE TAPIA

After Recording Return To:
Timberwood Development Company
15315 San Pedro Ave.
San Antonio, Texas 78232

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