

County, Texas, described as follows:

THE PARK AT SPRINGWOOD, an addition to the City of Victoria, Victoria County, Texas, according to the map and plat of said addition, recorded in Volume 8, Pages 24A & 24B of the Plat Records of Victoria County, Texas, herein referred to as **THE PARK AT SPRINGWOOD**;

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each Owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01. "Owner" shall refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02. "Properties" shall refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

any other reserves shown on the said map or plat.

Declarant

1.04. "Declarant" shall refer to **SPRINGTECH, INC.**, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE TWO

HOMEOWNER'S ASSOCIATION AND ARCHITECTURAL STANDARDS COMMITTEE

Administration

2.01. The **PARK AT SPRINGWOOD**, together with any and all other prospective subdivisions dedicated by the Declarant and integrated in a single complex therewith, shall, for the purposes of this Article, be collectively referred to as "the Complex."

Declarant has organized a single Texas nonprofit corporation, "**SPRINGWOOD HOMES ASSOCIATION, INC.**" ("the Association"), which shall have the rights, powers and duties provided for herein, including the right to appoint a single **ARCHITECTURAL STANDARDS COMMITTEE** ("the Committee"), for the purpose of approving plans and specifications, and other functions hereinafter enumerated for the entire Complex. The Association shall be governed by its Articles of Incorporation and Bylaws, and the Committee shall be governed by its Bylaws and promulgated rules and guidelines.

Declarant shall designate and appoint the Directors of the Association and the Members of the Committee until fifteen (15) years, or until such time as Declarant has sold ninety percent (90%) of the residential Lots in the entire Complex and developed ninety percent (90%) of the entire Complex, excluding residential

appoint the members of the Committee. The members in good standing shall be entitled to cast one vote per Lot owned (or one vote per home site as the case may be). There will be no fractional votes.

Maintenance

2.02. Each Lot in THE PARK AT SPRINGWOOD, exclusive of those owned by Declarant, shall be subject to an annual maintenance charge, hereinafter called "maintenance charge".

The maintenance charge shall be secured, collected, managed and expended by the Association as follows:

1. The maintenance charge for each Lot shall be due and payable annually, in advance, on the first day of January following the sale of such Lot by Declarant, and on the first day of each January thereafter. The maintenance charge for the year of the sale by Declarant shall be prorated and the purchaser's prorata share shall be paid to the Association upon the closing of the sale. Maintenance charges not paid when due shall bear interest at the rate of 10% per annum or such greater rate as may be provided by the laws of the State of Texas. No maintenance charge shall begin to accrue on any Lot until the sale thereof by Declarant.

2. The maintenance charge for each calendar year until changed is hereby fixed at \$240.00 per Lot per year. The maintenance charge may be adjusted by the Association, from year to year, consistent with the needs of the Subdivision as determined by the Association.

3. The maintenance charges shall, when paid, be deposited in a separate maintenance fund bank account. The maintenance fund

lighting, community landscaping, and vacant Lots in THE PARK AT SPRINGWOOD, or any other subdivision within the Complex; collection of garbage and refuse; patrol and security services; fogging and spraying for insect control, street lighting; recreational areas and facilities; enforcement of these Restrictions, by action at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the maintenance fund; and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of the Complex and the residential Lots therein. The Association shall not be required to have a separate maintenance fund for the various subdivisions within the Complex nor shall it be required to expend portions of the fund in any particular subdivision. The Association shall not be liable to any person with respect to the maintenance fund except for its willful misdeeds. It shall not be required to expend funds at any time, but shall have the right to advance money to the fund, or borrow on behalf of the fund, paying then current interest rates.

4. To secure the payment of the maintenance charge, a vendor's lien is hereby retained on each Lot in favor of the Association and it shall be the same as if a vendor's lien was retained in favor of Declarant and assigned to the Association without recourse in any manner on Declarant for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law; provided, however, that such lien, if any, shall be made junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the Owner of any Lot

law or in equity; provided, however, that under no circumstances shall the Association ever be liable to any Owner of any Lot or any other person or entity for failure or inability to enforce or attempt to enforce any such maintenance charge lien. Also, should the Association be required to employ an attorney to collect the charge and penalties, the Lot Owner shall be required to pay reasonable fees for such attorney.

The Association shall, as a condition precedent to the foreclosure of any liens securing the payment of the maintenance charge, first notify the record Owner of any notes secured by liens covering residential Lots in the Subdivision by registered or certified mail, return receipt requested, of default in the payment of maintenance charges. No action shall be taken by way of filing suit or foreclosure of the maintenance charge lien by sale with respect to any Lot until sixty (60) days have expired after mailing of such notice. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property under Section 51.002 of the Texas Property Code or by judicial foreclosure. In the event of foreclosure under Section 51.002, the Association shall be entitled to designate a Trustee by instrument recorded in the office of the County Clerk of Victoria County, Texas, and upon such recording, such Trustee shall, at the request of the Association, give notice of sale as required by Section 51.002, and sell such Lot to the highest bidder for cash at the time and place as provided in said statute, it being understood that the recitations contained in the Trustee's deed

of the Owners of the Lots in the Subdivision for the purposes herein set out as well as for all other purposes consistent with the creation and preservation of a first-class residential Subdivision. By way of illustration, the Association may, in addition to collecting and managing the maintenance fund and enforcing these Restrictionss, act through the Committee to approve or disapprove plans, publish architectural standards guidelines, and perform such functions as herein provided. The Association and the Committee may employ a consulting architect or architects to assist in the architectural aspects of Subdivision control and may delegate to such architect or architects such portions of the architectural aspects of Subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund or reasonable fees set by the Association charged to Lot Owners for inspecting such plans.

Disclaimer

2.04. Declarant, the Association and the Committee, as well as their agents, employees and architects, shall not be liable to any Owner or any other party for any loss, claim, or demand asserted on account of their administration of these Restrictionss and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictionss can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions. No approval of plans and specifications and no publication of architectural standards guidelines shall ever be construed as representing or

Subdivision shall be deemed a covenant and agreement on the part of the Grantee, and the Grantee's heirs, successors and assigns, that the Declarant, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

Approval of Plans and Specifications

2.05. No building, fence, walls, swimming pool or improvement of any kind or character whatsoever shall be erected, nor the erection thereof begun, nor shall any change be made in the exterior design thereof after original construction, on any Lot in the Subdivision until the complete plans and specifications and plot plan showing the location of the structure have been approved by the Committee in accordance with the following procedure:

1. Two (2) complete sets of the plans drawn to scale and specifications along with the applicable examination fee as set forth under the Architectural Guidelines shall be delivered to the Committee which shall refer such plans to the coordinating architect, if there is such appointed by the Committee. Such plans and specifications shall be reviewed as to quality of design, harmony of exterior design and materials with existing or approved structures, and location with respect to topography, finish grade elevations and setback restrictions. Such approval is to be based on the applicable requirements and restrictions set out herein and in the Architectural Standards and Guidelines.

2. If found to be in compliance with these Restrictions and guidelines, a letter of approval with any qualifications or modifications will be prepared for countersignature by the builder

disapproved
accompanied by a reasonable statement of items found not to comply with these Restrictions.

4. If no action is taken on plans and specifications within thirty (30) days after their delivery to the Committee, they shall be deemed approved on the 30th day after such delivery.

5. The Committee shall from time to time promulgate and publish Architectural Standards and Guidelines. A copy of the Guidelines in effect at the time will be furnished to Owners and builders on request. Such Guidelines supplement these Restrictions and are hereby incorporated herein by reference. The Guidelines may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements.

6. All construction must comply with plans and specifications as approved by the Committee.

ARTICLE THREE

EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner.

or permitted to remain on any lot other than one containing a family dwelling not to exceed two stories in height and a private garage for not less than two (2) automobiles. No mobil homes, modular homes, manufactured homes, or relocated dwellings will be permitted.

Minimum Floor Area and Exterior Walls

4.02. Any single story residence must have not less than 2,250 square feet of living area, exclusive of lofts, open or screened porches, terraces, patios, driveways, carports, and garages. Any residence other than a single story residence must have not less than 1,500 square feet ground floor area, and not less than 2,700 square feet of living area, exclusive of lofts, open or screened porches, terraces, patios, driveways, carports, and garages.

All roofs shall be constructed of fireproof materials and comply with the standards established by the Committee.

Setbacks

4.03. No driveways shall be permitted off Springwood Drive. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purpose of this covenant, screened porches, porte cocheres, and carports shall be considered as part of the building. Eaves, steps, and open porches shall not, for the purpose of this covenant, be considered as a part of the building; provided, however, nothing herein shall be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with

the recorded plat, unless alternate facing is authorized by the Architectural Standard Committee.

Garages

4.05. Garages shall be built, faced and set back in accordance with Architectural Guidelines to be published by the Committee. In no event shall any garage face the front of the Lot unless set back at least 10 feet from the front of the building. No garage may be converted to living area without the prior written consent of the Architectural Standards Committee.

Driveways

4.06. All driveways shall be concrete and shall be constructed with a minimum width of nine feet (9'). The width of the driveway shall flare to a minimum of fifteen feet (15') (not to encroach past property line) and the curb shall be cut in such a manner that the driveway must be at least four inches (4") thick at the end adjoining the street. This extreme end shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway. Other material for driveways may be used if approved by the Committee. The Committee has the right to establish the proper location for all driveways in the Subdivision.

Walks

4.07. At the time a residence is built on any Lot, a four foot (4') sidewalk paralleling the adjoining street or streets shall be constructed at the Lot Owner's expense in accordance with City of Victoria specifications. Walks from the street curb to the residence shall have minimum widths of four feet (4').

4.02 and 4.03 hereof on each resulting building lot. Any permissible resubdivision or consolidation must be approved by the Committee and shall not render any resulting Lot incompatible with the remainder of the subdivision.

Utility Easements

4.09. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political Subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Noxious or Offensive Activities Prohibited

4.10. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.11. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs and Mailboxes

4.12. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the Subdivision shall have the right, during the

4.13 Satellite dishes and dog kennels shall be allowed if effectively screened from public view. In the event that a cable television company shall offer "wireless cable" or other similar technology requiring a dish-type receiver, such receivers shall be allowed if effectively screened from public view.

Oil Development and Mining Prohibited

4.14. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

4.15. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Sight Distance at Intersections

4.16. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any corner Lot so as to impede or obstruct the vision of operators of motor vehicles on streets within the Subdivision. The same restrictions shall also apply on any Lot so as not to impede or obstruct the vision of operators of motor vehicles backing out of driveways. No tree shall be

Animals

4.18. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Fences, Walls and Hedges

4.19 A fence may be constructed by the Developer within the private landscaping and fence easement reserved on the recorded plat. The Owners of those Lots on which the fence will be located shall be responsible, at their expense, for maintenance and repair of the fence. Only materials of a similar kind, quality, color, density, and height to those used in the construction of the fence may be used in the repair of the fence. The Committee may, from time to time, establish further guidelines for maintenance and repair of the fence. In the event an Owner of any Lot shall fail to maintain and repair that portion of the fence located on such Owner's Lot consistent with this provision and with any guidelines established by the Committee, the Developer or the Committee shall have the right, through its agents and employees, to enter upon said Lot and to maintain and/or repair the fence, all at the expense of the Owner.

No other fence, wall or hedge of any kind shall be placed, or permitted to remain on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot.

Trucks, Buses, Boats, Trailers, etc.

4.20. No truck, bus, boat, trailer, motor home, mobile home, camper, tent, golf cart or any similar vehicle or structure shall

4.21. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

Miscellaneous

4.22. 1. No Owner shall permit any thing or condition to exist upon his Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each Owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his Lot, including any setback areas, areas between Lot lines and adjacent sidewalks and/or street curb, neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material.

No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any Lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross-visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public utility company or authority is responsible.

2. Each Owner of a Lot agrees for himself, his heirs, assigns or successors in interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in said tract, and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his Lot. For the purpose hereof, "established drainage" is defined as the drainage which

will permit free access by Owners or adjacent or adjoining Lots, when such access is essential for the maintenance of drainage facilities. No improvement, structures, landscaping or anything whatsoever shall be placed or permitted to remain in any drainage easement shown on the plat of the Subdivision such that drainage of surface waters from the Subdivision would be impeded.

4. No signs or advertising device of any kind may be placed or kept on any Lot other than one named and/or number plate not exceeding 72 square inches in area and one sign for sale purposes subsequent to completion of a residence not exceeding 8 square feet in area. The latter sign and its location may be approved by the Committee. Signs on vacant Lots shall be "stick-in-the-ground" type signs, no more than sixty inches (60") above ground and shall be placed behind the property building line. During construction, Contractors, Architects or lending institutions may place appropriate signs on the property.

5. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area not visible to the public.

6. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.

7. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrailer, or the like, shall be kept on any Lot other than in the garage, or other structures approved by the Committee.

8. No privy, cesspool or septic tank, or disposal plant shall be erected or maintained on any part of this property without consent of the Committee.

signals or radio signals, or any, -----

radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a master or community antenna approved by Grantor, unless approved by the Committee. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other Lot.

11. No lines, wires, or other devices for the communication or transmission of electric current, or power, including telephone and radio signals, shall be constructed, placed, or maintained anywhere in or upon any Lot other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed, and maintained underground or concealed in or under buildings or other structures. Nothing herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or other improvements or to restrict the overhead distribution of three-phase primary power supply to the Subdivision by the utility company.

12. Each Owner of a Lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access by the Owner of adjacent or adjoining Lots containing a divisional wall or fence, when such access is essential for the construction, reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall or fence. The access shall be limited to an area five feet (5') in width along or parallel to the property line. Access shall only

such damage.

13. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.

14. No part or parts of the land in this Subdivision shall be used in such manner which would increase the hazard of fire on any other part or parts of the land or any property adjoining the land.

15. No Lot or Lots within the subdivision shall be used for collection or disposal, by dumping or otherwise, of any material designated as a "hazardous substance" by the Environmental Protection Agency or any other public entity.

Partial Invalidity

4.23. The invalidity, violation, abandonment, variance, approval, or waiver of any one or more of or any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of any Lot in the Subdivision, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining Lots of the Subdivision and shall not affect or impair the remaining reservations, restrictions or other provisions hereof or parts thereof as to all the Lots in the Subdivision.

Variances

4.24. Should any Owner desire a variance from these Restrictions concerning minimum floor area, setbacks, garage or driveway location or other matter, application for variance shall be made to the Committee under procedures set forth in

5.01. All easements for the installation and maintenance of utilities and drainage facilities, and for a private landscape easement, are reserved as shown on the plat recorded in Volume 8, at Pages 24A & 24B of the Plat Records of Victoria County, Texas.

Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

ARTICLE SIX

GENERAL PROVISIONS

Enforcement

6.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

6.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

6.03. The covenants, conditions, and restrictions of this

effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by not less than 75% percent of the Lot Owners. No amendment shall be effective until recorded in the Official Records of Victoria County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Should any breach of a covenant, condition, or restriction of this Declaration continue for a period in excess of thirty (30) days after written notification, the Declarant, the Association or any Lot Owner may apply to any court of law or equity having jurisdiction thereof for an injunction or other relief, and if such relief be granted, for all reasonable expenses incurred in prosecuting such action, including attorney's fees.

ARTICLE SEVEN

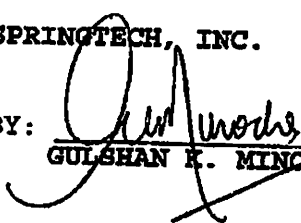
JOINDER BY NORWEST BANK TEXAS, N.A.

NORWEST BANK TEXAS, N.A., Lienholder, has executed these Conditions, Covenants, and Restrictions to evidence its joinder in, consent to, and ratification of the imposition thereof.

Executed by the said Declarant, this 1st day of December, 1998.

SPRINGTECH, INC.

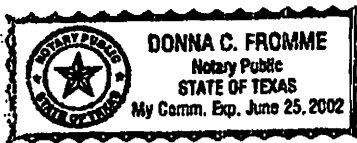
BY:


GULSHAN K. MINOCHA, Its President

DECLARANT

COUNTY OF VICTORIA {

This instrument was acknowledged before me on the 15th day of December, 1998, by GULSHAN K. MINOCHA, the President of SPRINGTECH, INC., a Texas corporation, on behalf of said corporation.



Donna C Fromme
Notary Public, State of Texas
Donna C Fromme
Typed/Printed Name of Notary

THE STATE OF TEXAS {
COUNTY OF VICTORIA {

This instrument was acknowledged before me on the 3rd day of December, 1998, by David C. Edwards, Sr. Vice President of NORWEST BANK TEXAS, N.A., a Texas Corp., on behalf of said bank.



Donna Payne
NOTARY PUBLIC IN AND FOR STATE OF TEXAS
NOTARY'S NAME PRINTED/TYPED

FILED AND RECORDED

Val D. Huvar
1998 DEC 04 12:13 PM 199815178
VAL D. HUVAR

VICTORIA COUNTY, TEXAS

By Joie Sampson, Deputy