

DEED RESTRICTIONS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF VICTORIA §

THAT SIX FLAGS DEVELOPMENT CORPORATION, a Texas corporation acting herein by and through its duly authorized officer, hereinafter called "Grantor", being the owner of 112.38 acres of land out of the J. M. Escalera Grant, Abstract 26 in Victoria County, Texas, which has heretofore been platted into that certain subdivision known as "WESTPARK P.S. SUBDIVISION SECTION 1", hereinafter called "the subdivision", according to the plat of the subdivision recorded in Volume 6, Pages 136-137-138, of the Map and Plat Records of Victoria County, Texas, reference to said plat and the record thereof being here made for all purposes, desiring to create and carry out a uniform plan for the improvement, development, sale and use of all the lots in the subdivision, for the benefit of the present and future owners of the lots, DOES HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, STIPULATIONS AND RESERVATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN.

I.

A. All streets in the subdivision are private streets; such streets have not been dedicated to the public nor have they been conveyed or dedicated to Victoria County or the City of Victoria; neither Victoria County nor the City of Victoria, the State of Texas or any other governmental agency has any responsibility for the maintenance of any or all streets in the subdivision. As of the date of this instrument, title to all such streets shown on the map and plat above referenced are in WESTPARK HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation, hereinafter called "Association". In the conveyance from Grantor to Association, Grantor perpetually reserves unto itself, its successors and assigns, an easement for ingress and egress to other properties owned by it over, on and across all streets in the subdivision; Grantor additionally reserves unto itself, its successors and assigns, the right to use such streets for all lawful purposes. In addition thereto, the fifty foot drainage easement, utility easement and bridal path, and any and all easements indicated on the plat of the subdivision have been conveyed and assigned to the Association. Grantor reserves unto itself the right to create and reserve additional easements on unsold portions of the subdivision or any additional sections of such subdivision on adjacent land owned by Grantor.

Reference is made to Paragraph II hereinafter which will further identify the Association and its duties. Grantor herenow advises each and every subsequent owner of any lot in the subdivision that the maintenance of all streets and/or easements conveyed to the Association shall be maintained at the expense of the Association.

B. Grantor reserves to Association the utility easements and rights-of-way shown on the recorded plat of the subdivision for the construction, addition, maintenance and operation of the utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including system of electric light and power supply, telephone service and such other utility services as may result from advances in science and technology.

C. Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights-of-way with respect to such lots which have not been sold by Grantor, by instrument recorded in the office of the County Clerk of Victoria County or by express provisions incorporated in conveyances. Grantor reserves the right to convey and assign such future easements and rights-of-way to Association and further assigns to Association the right to enforce such additional restrictions.

D. Subject to the foregoing, Grantor grants to each and every owner of a lot in the subdivision the right to use such streets for ingress and egress; as aforesaid, the easements reflected on the recorded plat of the subdivision are for the purposes indicated on such plat and for the benefit of the owners of the lots in the subdivision; provided however, that the use of any such easements by any utility company is limited to public utility companies having the right of eminent domain and having agreements in writing with Grantor (or the Association, as the case may be) for the proper use and provision of utility services.

The streets in the subdivision are to be used only by the residents of the subdivision, their invitees, employees and building and repair contractors. Any utility company servicing the subdivision shall, of course, have the use of said streets and easements to provide, repair, replace and maintain their various utility services and the physical structures and lines appurtenant thereto.

All persons who are permitted to drive vehicles on the private streets within the subdivision shall be limited and restricted to a maximum speed of twenty-five miles per hour (25 m.p.h.); lesser speeds than twenty-five miles per hour are, of course, permissible. The use of such streets is further restricted to licensed and inspected motor vehicles which must be operated quietly; only fire, police and ambulance vehicles on emergency calls shall be exempt from the aforementioned speed limit and noise restriction; in the event of a medical emergency, such 25. m.p.h. restriction shall not be applicable. The use of such streets to drive vehicles shall be limited to persons with valid driver's licenses.

Driving a vehicle in excess of twenty-five miles per hour (25 m.p.h.), in addition to violating these restrictions, shall be a nuisance enforceable by Grantor, Association and/or any owners of lots in the subdivision; and in addition to enforcement of such speed restriction by suit for injunctive relief and/or damages, the violator of such speed limit shall be subject to a fine not to exceed Two Hundred Dollars (\$200.00) for each such speed violation; such fine shall be assessed by the Association's Board of Directors or by three (3) lot owners in the subdivision appointed by the Association; such fine shall not be imposed until a formal hearing by the Association's Board or its appointees; formal rules of law and evidence shall not govern the nature of the proceedings or the evidence adduced; the fine shall be imposed if the Board of the Association or its appointees (a majority of either) finds from the matters, evidence and arguments presented to them, that the accused speed violator has in fact driven in excess of twenty-five miles per hour (25 m.p.h.). The Board of the Association or its appointees shall be the sole judges of the law and the facts. The complaint of violation need not be in writing but shall be presented to the Association. The accused violator shall be advised of the complaint or accusation that he has violated the twenty-five miles per hour (25 m.p.h) restriction, and such notice shall be in writing and shall set forth therein the date and place of the hearing to be conducted

to determine whether or not such speed violation occurred; the accused violator shall be given not less than ten (10) days' written notice, and the date of such ten (10) days shall commence the day immediately following the deposit of such written notice in the United States Postal System to the accused violator or the day immediately following personal delivery of such written notice to him or her. Should the accused violator be found in violation of such speed restriction beyond a reasonable doubt (as that term is defined in the statutory criminal law of the State of Texas), such accused violator shall have the right to suit in a court of competent jurisdiction to set aside, stay such finding or to seek whatever legal recourse he desires; attorneys may or may not be present for any person or persons involved in such proceedings. The accused violator shall have the right to be confronted with the person or persons accusing him of such violation, and all parties to such proceeding shall have the right to cross examine witnesses; such hearing shall be conducted with the accuser and other witnesses in support of the alleged violation proceeding first; the accused violator then shall present his case by offering such testimony or evidence as shall be desired by him, or he may remain silent, and such silence shall not be considered in any way by the Association's board or its appointees; both the accuser and the accusee shall have rights of rebuttal in presentation of testimony and evidence; the hearing to determine whether or not a speed violation occurred shall proceed with the accuser first presenting evidence and having the right to open and close in final argument. Evidence shall not be under oath unless requested by the accused violator, in which event any notary public shall be authorized to administer oath to any person or persons testifying at such hearing. If the foregoing procedure and provisions are declared unenforceable in law by a court of competent jurisdiction, the Association reserves unto itself the right and power to make additional provisions and procedures in substitution thereof for the enforcement of the speeding restriction and the procedure for determining violation thereof and the enforcement of fine for violation; in addition thereto, Grantor and the Association, regardless of ruling by any court of competent jurisdiction, reserves the right to change the procedure for determination of the violation of such speeding restriction and the imposition of a fine therefor, and both of the foregoing reservations of rights shall be binding on all owners of lots in the subdivision to the end that Grantor, the Association or the owners of lots in the subdivision shall have the power to enforce by fine a violation of the speeding restriction. Consent is hereby given to Grantor and to the Association to hire a security officer for the protection of the owners and their property of the subdivision; if such security officer or person is a special deputy or other legally authorized law enforcement officer, consent is given and reserved for his enforcement of the speeding restriction the same as if all streets in the subdivision were public. Any fine assessed pursuant to the above outlined procedure or any future procedure structured and provided by the Association or Grantor shall be secured by the lien prescribed in Paragraph II, C, 4. The 25 m.p.h. speed limit restriction shall apply not only to residents of the subdivision but to their invitees, guests, employees and building and repair contractors, and should any such invitees, guests, employees or building and repair contractors violate such speed restriction, the resident requesting such violator or granting permission to such violator to drive on the streets of the subdivision shall be responsible for the fine of any such violator, i.e., the speed restriction is not limited to residents of the subdivision but to any and all other persons who drive on such streets.

E. Grantor reserves the right to make minor changes in and additions to all easements created hereby for the purpose of most efficiently and economically installing utility systems.

F. Neither Grantor nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents or employees to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

G. It is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under Grantor or its agents or public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Grantor; and all such reserved titles and rights have been assigned to the Association as to such easements.

H. It is further expressly agreed and understood that Grantor, its successors and assigns may use any of the lots in the subdivision, for a sales office, a model home or model homes, and parking relating to such sales office and model homes. Any portion of the subdivision, including streets and other roadways, as well as easements, may be used for sales offices, sales purposes, guardhouses and for other purposes deemed proper by the Association.

I. The bridal path indicated on the plat of the subdivision shall not be traversed or used by any type of motorized vehicle, included, but not limited to, cars, trucks and motor bikes; such bridal path shall be limited to pedestrian and equestrian use (i.e., walking on foot or riding horses); and in this connection, horses may not be ridden on the paved portion of any street in the subdivision, but may be ridden along the shoulder or ditch (unpaved portion of any streets) in order to go to and from the Lower Mission Valley Road and to and from the bridal path indicated on the plat of the subdivision. Any damage caused by the riding of horses along the streets of the subdivision and on the bridal path shall be the sole responsibility and liability of the owner of such horse, and any such damage caused shall be repaired immediately; a lien is herenow granted to the Association to secure the collection of such damages, said lien being set forth in Paragraph II hereinafter; such lien set forth in Paragraph II not only secures the payment of the maintenance charge therein described but secures the damages caused by horses, and is enforceable by the Association. Any damage caused to any lot in the subdivision by riding of horses shall be paid by the person or persons causing any damage to the owner or owners of the lot or improvements thereon so damaged. As above provided, horses may not be ridden on the paved portion of any street in the subdivision; the only exception to this restriction is that horses may be ridden across the streets in the subdivision from one unpaved portion of the street to the other unpaved portion of the street if such crossing is necessary to reach the bridal path easement or the Lower Mission Valley Road; likewise, permission and easement is granted to ride horses across a bridge which is to be erected on Westpark Avenue, such crossing of the bridge to be done only when necessary to reach the Lower Mission

Valley Road by horseback riding or walking; such crossing from the unpaved area of the street to the unpaved area of the street on the other side shall be done as nearly as possible in a straight line (i.e., over the shortest distance possible); any damage caused to the street by horseback riding or horses shall be secured by a lien in favor of the Association, and Grantor herenow assigns such lien to the Association.

J. If it becomes necessary by law for Grantor to assign any additional liens, rights, titles and interest to the Association at a later time then Grantor herenow reserves all such liens, rights and easements unto itself with the right and power to later assign any and all liens, easements and other rights which it deems necessary or advisable to assign to the Association; the foregoing reservation of right to assignment is not limited to the provisions of Paragraph I, I.

II.

A. Grantor, as aforesaid, has organized a Texas non-profit corporation, the name of which is "WESTPARK HOMEOWNERS' ASSOCIATION, INC.", which corporation is hereinbefore and hereinafter referred to as "Association". The Association shall be responsible for the overseeing of all easements and streets, and the maintenance, replacement or repair thereof, for the benefit of the owners of lots in the subdivision. The Association will be governed by its Articles of Incorporation and By-Laws, and shall be governed by a Board of Directors. The Association will be managed and controlled by directors and officers designated by Grantor or its officers and directors until such time as Grantor has sold all of the residential lots in the subdivision as well as any future or additional sections of WESTPARK P.S. SUBDIVISION. Grantor owns lands adjacent to the subdivision, and the present intention of Grantor is to dedicate such lands as a residential subdivision (although Grantor does not obligate or bind itself to do so), and in the event additional sections of WESTPARK P.S. SUBDIVISION are dedicated as residential subdivision, the Association herein provided for shall have the same rights, powers and duties as to such additional sections or additions of WESTPARK P.S. SUBDIVISION.

The Association shall appoint an Architectural Standards Committee (composed of one or more persons), hereinafter called "the Committee", and shall grant to the Committee such duties as it shall deem advisable and proper, including, but not limited to, the supervision and approval of plans and specifications and plot plans of proposed residences in the subdivision; the duties of the Committee shall also extend to any future sections or subdivisions of WESTPARK P.S. SUBDIVISION.

B. Grantor shall, upon sale of all of the residential lots of all sections of WESTPARK P.S. SUBDIVISION (i.e., not only this subdivision but also any future additions or sections of WESTPARK P.S. SUBDIVISION), but not later than January 1, 1990, allow members in the Association (lot owners) to vote. The members of the Association shall thereupon and thereafter elect the Directors of the Association in accordance with its Articles and By-Laws; and the Directors of the Association shall thereupon and thereafter name the members of the Committee. Each owner of a lot in the subdivision automatically becomes a member of the Association, but shall be a non-voting member until January 1, 1990, or the sale of all lots in all sections of WESTPARK P.S. aforesaid; the purchaser of a lot in the subdivision shall not have any choice or right to refuse to be a member of the Association, and shall be bound by all its by-laws, rules and regulations; Association shall have the power to assign voting rights

at an earlier time than the date or events above described at its sole discretion. At whatever time the owners of lots in the subdivision become voting members in the Association, Grantor reserves to itself one (1) vote for each unsold lot owned by it in the subdivision.

C. Each lot in the subdivision (exclusive of those owned by Grantor) shall be subject to an annual maintenance charge, hereinafter called "maintenance charge".

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

1. The maintenance charge for each lot shall be due and payable annually, in advance, on the 31st day of January following the sale of such lot by Grantor, and on the 31st day of January thereafter until January 1, 1990, and thereafter as may be determined by the Association. Maintenance charges not paid when due shall bear interest at the rate of 12% 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 Grantor.

2. The maintenance charge for each calendar year until changed is hereby fixed at \$60.00 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 shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of the subdivision and the owners of residential lots therein. The Association shall, by way of illustration and not by way of limitation, expend the maintenance fund for improving and maintenance of the streets, easements (including but not limited to bridal path), and any parks or parkways or bridges to be created or erected in the future in WESTPARK P.S., or future sections thereof; patrol and security services, fogging and spraying for insect control; construction and maintenance of 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 WESTPARK P.S. and the residential lots therein. The Association shall not be required to have a separate maintenance fund for the various Sections of WESTPARK P.S. nor shall it be required to expend portions of the fund in any particular Section or Sections. 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 or fines for speeding and other matters such as street damage by horses, 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 SIX FLAGS DEVELOPMENT CORPORATION and assigned to the Association without recourse in any manner on SIX FLAGS DEVELOPMENT CORPORATION for

payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law; provided, however, that such lien shall be made junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums advanced to cover the purchase price for the lot or the cost of any permanent improvement to be placed thereon, and recorded in accordance with the laws of the State of Texas. All liens as provided for herein may be enforceable through any appropriate proceeding at 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 lien. Should the maintenance charge not be paid by January 31 of any year, a penalty of twelve per cent (12%) per annum, or such greater interest rate as may be allowed by the laws of the State of Texas, on the unpaid maintenance charge shall accrue until the charge and interest thereon is paid in full. 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 lien hereinabove provided for shall be subordinate and inferior to any and all valid liens executed and recorded prior to the default of payment of the maintenance charge or fines or other matters secured by such lien.

The Association shall, as a condition precedent to the foreclosure of any such liens, first notify the record owner of the lot or lots in the subdivision, by registered or certified mail, return receipt requested, of default in the payment of maintenance charges or other default or acts giving rise to such liens. No action shall be taken by way of filing suit or foreclosure of the lien by sale with respect to any lot until sixty (60) days have expired after mailing of such notice. Interest at the rate of twelve per cent (12%) per annum, or such greater interest rate as may be allowed by the laws of the State of Texas, shall begin to accrue on the unpaid balance sixty (60) days after payment is due.

In addition to judicial foreclosure, Grantor or the Association, as the case may be, shall have the right of forced sale by virtue of the Deed of Trust hereinafter provided for. All future owners of lots in the subdivision herenow grant and convey to FRANK W. WEARDEN, and to his successor or successors, in trust, as Trustee, the lot or lots owned by them in WESTPARK P.S. SUBDIVISION SECTION 1, the said FRANK W. WEARDEN as Trustee to have and to hold such property, together with all and singular the rights and appurtenances thereto belonging. This conveyance to FRANK W. WEARDEN as Trustee shall be accomplished and effected upon the purchase of any lot in the subdivision, and by purchasing such lot, each owner or purchaser of a lot shall be deemed to have executed this Deed of Trust by the act of purchasing a lot in the subdivision. The lien of such Deed of Trust is intended to secure the maintenance charge, damage fee and other matters hereinbefore and hereinafter specified in these restrictions. If any of the owners of any of the lots in the subdivision shall default in the payment of any sum or sums required or secured by these restrictions, then such debt hereby secured shall, after proper notice in accordance with these restrictions and the laws of the State of Texas, be deemed to be in default without further notice, and shall at once become due and payable to the Association; and said FRANK W. WEARDEN, or

his successor or successors in trust, is hereby authorized by any and all such owners of lots in the subdivision, and it is made his special duty, at the request of the Association, to enforce said lien by sale of the lot owned by the party in default to the highest bidder, for cash, at the Court House door in the County where said lot is situated, at public vendue on the first Tuesday in any month, between the hours of 10:00 o'clock A.M. and 4:00 o'clock P.M. after giving notice of the time, place and terms of sale and the property to be sold, as required under the laws of the State of Texas, and after such sale, said Trustee shall make to the purchaser or purchasers, a Deed to the property so sold in the names of the defaulting parties or in the Trustee's name, or both, as grantors, and to receive the proceeds of said sale and apply them as follows: First, to the payment of the costs and expenses of executing this trust, including five percent (5%) trustee's fee, which fee shall cover cost of advertising and conveying, as well as compensation; and next, to the payment of interest, attorney's fees and principal due on said lien foreclosed, and the remainder, if any, shall be paid to the owner of said lot. Grantor or the Association, being the highest bidder, may become the purchaser at any sale hereunder. (Grantor or the Association, being the highest bidder, may become the purchaser at any sale hereunder.)

In the event of absence, death, failure, refusal or inability of FRANK W. WEARDEN to act as Trustee herein, Grantor or the Association, as the case may be, shall have full power without other formality to appoint a substitute Trustee, in writing, who shall have the same power and duties as are hereby delegated to said FRANK W. WEARDEN; and in the event that the substitute so named shall become disqualified, or for any reason shall fail to act, then power of substitution shall likewise, as hereinbefore provided, to the end that there shall always be a Trustee ready to execute this trust, and this power of substitution shall be construed to mean that in the event that the said FRANK W. WEARDEN, or any substitute appointed hereunder, or their agent, shall advertise the property for sale hereunder and shall become disqualified or refuse to act after such advertisement and before sale, then the substitute, or his agent, so appointed shall be authorized to proceed to make the said sale under the advertisement made by his predecessor.

It is agreed and stipulated that in case of any sale hereunder, all prerequisites to a valid sale shall be presumed to have been performed, and that, in any conveyance given hereunder, either by the Trustee herein named or by any substitute Trustee, all statements of fact, or other recitals therein made as to the nonpayment of the money secured, or as to the request of the trustee, or substitute Trustee, to enforce his trust, or as to the proper and due appointment of any substitute Trustee or as to the posting of notices of sale, or as to the advertising of the sale, or as to the time, place or manner of sale, or as to any other fact or thing, done or required to be done either by the Trustee or any substitute Trustee or by Grantor or the Association as a prerequisite to a valid sale, shall be taken in all courts of law and equity as prima facie evidence that the facts so stated or recited are true; but failure of the Trustee or substitute Trustee to recite in such conveyance the performance of any fact or act prerequisite to a valid sale shall in no wise impair the prima facie validity of the sale evidenced by such conveyance or render

such conveyance inadmissible as evidence both of the sale and validity thereof; any such sale shall be subject to any and all existing, valid, recorded, prior liens.

5. The provisions of this Section C shall remain in effect so long as these Restrictions, and any extensions and/or amendments hereof, are in force.

D. The Association shall function as the representative 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 private and secluded first-class residential subdivision. The Association shall, by way of illustration, in addition to collecting and managing the maintenance fund and enforcing these Restrictions, 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.

E. Grantor, 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 Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictions 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 implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or building will be built in a good, workmanlike manner. The acceptance of a deed to a lot in the subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Grantor, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

F. No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change 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 and its designated coordinating architect in accordance with the following procedure:

1. Two (2) complete sets of plans drawn to scale and specifications shall be delivered to the Committee which may 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 set-back restrictions. Such approval is to be based on the applicable requirements and restrictions set out herein and in the Architectural standards 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 the counter-signature by the owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval.

3. If found not to be in compliance with these Restrictions, one set of such plans and specifications shall be returned marked "Disapproved". Disapproved plans and specifications shall be 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 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 exactly with plans and specifications as approved by the Committee.

III.

A. Single Family Residences

1. All of the lots in WESTPARK P.S. SUBDIVISION SECTION 1 shall be used exclusively for single-family, private residences, and no building or structure except private, single-family dwelling houses and such outbuildings as are customarily appurtenant to single-family dwelling houses, shall be erected on any lot in the subdivision.

2. Only one residence shall be constructed on each lot. This provision shall not, however, prohibit the construction of a residence on a portion of two or more lots as shown by the plat of the subdivision, provided such portion constitutes a home site as defined in the succeeding paragraph.

3. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses and apartment houses, and to exclude any commercial and professional uses; and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations; and such excluded usage of the subdivision, not otherwise herein authorized, is hereby expressly prohibited.

4. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porte cocheres, porches, projections and every other permanent part of the improvements. Steps, terraces and planters

outside of building lines will be permitted, provided that approval of the Committee is granted.

5. No garage or outbuilding on any lot or lots in the subdivision shall be used as a residence or living quarters, except by servants engaged on the premises or by members of immediate family of occupants.

6. No building materials or temporary building of any kinds or character, including, but not limited to, tents, shacks, garage or barns, shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and any such temporary building or structure of any kind shall not be used for other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.

7. All storage buildings detached garages, workshops, stables or other structures built on any lot must be approved by the Committee and must conform architecturally to the residence on that lot.

8. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.

9. No trade, business or profession shall be carried on upon any lot or portion thereof or in any structure upon any of the lots in the subdivision, nor shall anything be done on any lot, which may become an annoyance or nuisance to the neighborhood.

B. Building Sizes and Construction:

1. The living area of the main house or residential structure constructed as a one-story residence on any homesite, exclusive of porches and garages, shall not be less than 1,835 square feet; and in the case of any residence of more than one story, the requirements as to living area shall be 2,335 square feet or more for both stories. No residence may exceed two and one-half stories in height.

2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate not less than two cars must be provided. Carports subject to approval by the Architectural Standards Committee, may be used instead of garages, provided that they meet all requirements of setback, facing and size applicable to garages. No garage may be converted to living area without the prior written consent of the Architectural Standards Committee.

C. Building Locations

1. No residence shall be erected on any lot nearer to the front property line or any other property line than is provided for on the recorded plat of the subdivision, i.e., the building set back lines and other requirements as to location of residences or other structures shall be governed by the provisions set forth on the plat of the subdivision recorded in Volume 6, Pages 136-137-138, Map and Plat Records of Victoria County, Texas.

D. Facing of Residences

1. Houses or residences on corner lots shall face the street which has the building set back line the farthest distance from the street as shown on the recorded plat, unless alternate facing is authorized by the Architectural Standards Committee.

E. Facing of Garages

1. Garages shall be built, faced and set back in accordance with Architectural Guidelines to be published by the Committee.

F. Fences, Walls and Hedges

1. No fence or wall shall be placed on any lot in the subdivision nearer to any front lot line than is permitted for the house on said lot, (except as approved by the Committee) and no fence, wall or hedge shall be higher than six feet (6') from the ground unless it is an integral part of the house or building structures. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of adjoining property or the Association. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Grantor and such encroachment is wholly at the risk, and removal shall be solely at the expense of the owner. Fences may be of stone, brick, wood or chainlink construction and must be approved by the Committee as to design, material and location.

2. Any fence owned by Grantor that abuts any lot shall not be altered, removed, torn down, destroyed or damaged by any lot owner, without promptly replacing or repairing same at such lot owners expense. Should lot owner fail to make such corrections within five (5) days of such damage, Grantor or the Association shall make such corrections and charge the expense to such lot owner causing the damage.

G. Driveways

1. It shall be the obligation of each lot owner to construct a concrete driveway from the edge of the paved portion of the street and to install under such driveway culverts of a sufficient capacity to carry all water produced by a twenty-five year rain in the area between the owner's front lot line and the paved portion of the street; such driveways shall be of a minimum width of eighteen feet (18') at the point along the edge of the paved portion of the street and may, in a straight line on each side, decrease to a minimum width of twelve feet (12') at the front property line of each lot; the minimum width of any driveway on any lot shall be twelve feet (12'). All driveways must be at least four inches (4") thick, and shall have expansion joints at least every twenty feet (20') of the length of such driveway. The cost of construction and maintenance of such driveway or entryway and culverts, specifically including the portion lying on the unpaved portion of the street, shall be at the sole cost and expense of the lot owner.

H. Prohibited Materials

The following rules and restrictions shall apply to all houses or other permitted structures to be erected on any lot in the subdivision.

1. No corrugated materials may be used in any roofing or siding application.

2. No metal siding may be used.

3. No "sheet siding" (material manufactured in 4' x 8' sheets) may be used as the exposed exterior of a residence, except that the Committee may permit limited use of such "sheet siding" for architectural design purposes and eaves or in such other manner as may be approved by the Committee.

4. No hollow clay tile, cement or concrete blocks may be used as exposed wall.

5. Chimneys are to be constructed of masonry to their total height, and any screen or "cinder guard" used shall be recessed in chimney or covered by masonry finish so as to not be exposed to view.

I. Miscellaneous

1. For the benefit of the present and future lot owners and residents of WESTPARK P.S. subdivision each owner of a lot in the subdivision shall, at all times, respect the private property rights of each other lot owner and resident of the subdivision; and the private property rights of each owner of any private property which adjoins the subdivision. The right to quiet enjoyment is the mainstay of private property rights.

2. No activity may be carried on or allowed to exist upon any lot street, park, bridge or easement in the subdivision which may be noxious, detrimental, or offensive, or which may constitute a noise or health hazard to any other lot or to the occupants of any other lot.

3. Noxious activity shall include, but not be limited to, the operation or testing or any other use of dirt bikes or any other unmuffled motorcycle or engine or any kind, and all motor bikes of whatever kind and description are expressly prohibited from being driven on the bridal path designated and set forth on the plat.

There shall be no discharge of firearms, fire works, or any other explosive devices within the subdivision, except for the exceptions hereinafter specifically provided for.

Exception to the above shall be made for the use of chain saws and other powered devices used in lawn or tree maintenance or trimming. Chain saws are to be operated only during periods of full daylight.

Exception to the discharge of firearms shall be made only when they are used to dispatch snakes, rabid animals or other vermin which cannot safely be dispatched in any other way. Such firearm discharges are to be limited to fired shot (such as rat shot or shotgun shells) or pellets only.

There shall be no hunting of game or non-game animals in the subdivision.

4. Livestock and poultry. 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 purposes, and provided further that said dogs, cats or other household pets must be kept within the house or within the confines of a fence. Not by way of limitation, it is expressly provided that hogs or swine shall not be considered house pets. House pets on leash may be walked on the streets of the subdivision by a resident or residents of the subdivision; horses must at all times be reigned or roped, and no household pets or horses shall be allowed to roam at large.

Saddle or harness horses, and ponies and mules may be kept on lots where adequate stable facilities have been built with approval of the Committee, provided that such stables are maintained in a clean and sanitary condition, and provided further that no odor from such stables shall be permitted which may be noxious to any other resident of a lot in the subdivision.

Children with a bona fide 4-H or FFA project may keep their project animal in the same sort of adequate stable facility (as is provided for horses hereinbefore) during the duration of the project only. No pet or livestock may be kept for any commercial purposes. All keeping of pets and livestock is subject to Paragraph 2 above.

5. No vehicles are to be parked for "car pooling" purposes within the subdivision. No vehicles are to be parked along the sides of the streets in the subdivision except during holiday seasons or at other times when residents are hosting invited guests to their residence and no more room remains for vehicles to be parked on the residence driveway. When this "overflow" parking is required, vehicles are to be parked well clear of the pavement edge of the subdivision streets.

6. No trash, garbage, ashes, refuse or other waste shall be thrown, burned or dumped on any lot in the subdivision, and no trash racks may be permanently built or left in front of the lot; all trash, waste and disposable material must be hauled out of the subdivision and disposed of elsewhere.

7. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed, and if not removed by owners, then the Association may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.

8. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed, or harbor infectious plant disease or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot, and in the street area to the pavement edge, properly mowed, edged, trimmed and maintained, 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 horticultural 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.

9. No signs or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding 144 square inches in area. Signs on vacant lots shall be "stick-in-the-ground" type signs, no more than 72" above ground and shall be placed behind the property line.

10. 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 outside.

11. Each owner of a lot agrees for himself, his heirs, 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 subdivision. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said subdivision, including landscaping of any lots in said subdivision, was completed by Grantor.

12. No mobile home, motor home, modular home, prefabricated home, trailer of any kind, or similar structure shall be permitted on any lot; and no trucks, campers, boats, motor bikes and/or other motorized vehicles shall be kept, stored, parked, placed, maintained, constructed, reconstructed or repaired, other than in a garage or other structure approved by the Association. The doors of garages shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs.

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

14. 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.

15. 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 of parts of the subdivision or any property adjoining the subdivision.

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

17. No septic system shall be constructed until permit has been obtained from the County Health Department to insure that it will be in accordance with applicable state and county laws governing construction of same.

18. No excavation, except such as is necessary for the construction of improvements or a water well or swimming pool, shall be permitted, nor shall any other well or hole of any kind be dug on this subdivision without the written consent of the Committee.

19. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than an antenna 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.

20. Mailboxes (construction and design) must be approved by the Committee.

21. 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 be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner causing such damage.

22. 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 the land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservations, restrictions or other provisions hereof or parts thereof as to all the land.

23. Should any owner desire a minor variance from these restrictions concerning size of residence, set-back, garage or driveway location or other similar matter, application for variance shall be made to the Committee. The decision of the Committee shall be final and cannot be contested by the applying owner or any owner objecting to such variance, if variance is granted.

J. Remedies for Violations

1. All restrictions, covenants and liens herein contained shall be applicable to and binding upon all of the lots, tracts and parcels in WESTPARK P.S. and the owners thereof, irrespective of the source of title of such owners, and all breaches thereof, if continued for a period in excess of sixty (60) days from and after the date that Grantor, the Association or any other property owner or owners shall have notified in writing the owner or resident in possession of the lot, tract or parcel upon which or as to which such breach has been committed to refrain from the continuance of such action and to correct such breach, shall

warrant the Grantor, the Association, or other lot, tract or parcel owner, to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted by said court, all reasonable expenses in prosecuting such suit, including attorneys' fees, shall be reimbursed by said lot, tract or parcel owner against whom such suit was so prosecuted. All of the restrictions and covenants hereinbefore provided for, except those reserved to Grantor and the Association, may be enforceable by any owner of a lot in the subdivision.

2. Notwithstanding any of the restrictions, limitations, provisions and covenants herein contained, it is herenow specifically provided that violation of any of such restrictions, limitations, provisions and covenants shall not in any way affect the rights of any future good-faith lienholder having a valid lien on any of said property who is in no way responsible for such violation.

K. Acceptance of Dedication

1. Each purchaser and grantee of each lot, tract or parcel subject to the restrictions, covenants and liens set forth herein, by acceptance of a deed or contract conveying title thereto, shall accept such title upon and subject to each and all the reservations and restrictions and covenants and liens herein contained, as well as the rights and powers of the Grantors or the Association, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Grantors or the Association, and to and with the owners and subsequent grantees of each and every other lot, tract or parcel situated in WESTPARK P.S. SECTION 1 to keep, observe, comply with and perform said restrictions and covenants and be subject to the liens all as set forth herein.

L. Non-Waiver

1. No delay or omission on the part of the Grantors or the owner or owners of any lot, tract or parcel of land situated in WESTPARK P.S. SECTION 1, in exercising or enforcing any lien, right, power or remedy, herein provided for in the event of any breach of any of the restrictions and covenants herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the Grantors or the Association for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein restrictions and covenants and liens which may be unenforceable.

M. Duration

1. These restrictions shall remain in full force and effect until January 1, 2027, and shall be automatically extended for successive ten (10) year periods thereafter, provided, however that these restrictions may be terminated on January 1, 2027, or on the commencement of any successive ten-year period, by filing for record in the Office of the County Clerk of Victoria County, Texas, a written statement of election to terminate these restrictions, executed and acknowledged by the owners of a majority of the area of the lots in the subdivision. Such statement must be filed prior

to the commencement of the ten-year period for which these restrictions would otherwise be in effect.

N. First Victoria National Bank, a national banking institution of Victoria, Victoria County, Texas, and Robert J. Wearden join in the execution of this document styled "DEED RESTRICTIONS" solely for the purpose of subordinating their respective liens to all of the provisions of this document.

O. Westpark Homeowners' Association, Inc., a Texas non-profit corporation, hereinbefore and hereinafter called "Association", joins in the execution of this document styled "DEED RESTRICTIONS" and joins in the making and imposition on the subdivision of the foregoing reservations, restrictions, covenants, conditions, easements and stipulations; Association accepts all rights, titles, powers, duties and obligations assigned to it and/or imposed upon it in this document.

EXECUTED on this the _____ day of _____, 1982.

SIX FLAGS DEVELOPMENT CORPORATION

By: _____
Frank W. Wearden
Its Vice President
GRANTOR

WESTPARK HOMEOWNERS' ASSOCIATION,
INC.

By: _____
Frank W. Wearden
Its President
ASSOCIATION

FIRST VICTORIA NATIONAL BANK

By: _____

Its _____
LIENHOLDER

Robert J. Wearden
LIENHOLDER