COVENANTS AND RESTRICTIONS
(PROTECTIVE COVENANTS)

KNOW ALL MEN BY THESE PRESENTS:

That HORIZON DEVELOPMENT CORPORATION, a Delaware corporation, qualified to do business in the State of Texas, being the owner of all the property described on Schedules A and B attached, in order to provide for a general plan for the development, use and sale of the said property does by these presents impose upon said land the following covenants and restrictions, which shall run with the land and be binding upon and inure to the benefit of all present and future owners of the land and all persons claiming under them. Any lot owner or the Board as hereinafter defined may enjoin or abate any violation hereof by appropriate action at law or in equity, in which event the prevailing party shall recover costs incurred, together with reasonable attorney's fees. During the first five (5) years following the date hereof and so long as Horizon Development Corporation, its successors or assigns, owns and has not deeded fifty-one (51%) per cent of the total of the lots described in Schedules A and B attached these covenants and restrictions may be amended at any time by Horizon Development Corporation, its successors or assigns; thereafter these covenants and restrictions as to any such unit may be amended at any time by the vote of the owners of eighty (80%) per cent of the lots in such unit as well as the owners of eighty (80%) per cent of the lots in any unit of the same subdivision adjoining such unit. Where more than one person owns a lot, or any interest therein, the concurrence of all such owners shall be necessary to entitle the owners of such lot to vote for such amendment or modification. It being intended that there shall be only one (1) vote cast per lot.

1. The lots described in Schedules A and B shall only be used for single family purposes. Not more than one single family dwelling shall be erected, altered, placed or permitted to remain on any lot. In addition to such single family dwelling there shall be permitted garages, carports and other accessory buildings that are necessary and contributory to the overall improvement of said lot. All such accessory structures shall conform to every provision of these covenants and shall be constructed simultaneously with or subsequent to the construction of the principal dwelling located on the same lot.

2. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any portion of any lot, and the proposed location thereof, the construction material, the roofs and exterior color schemes, and any later changes or additions thereto shall be subject to and shall require the approval in writing of the Architectural Control Board, hereinafter called "Board", as the same from time to time is composed, before any such work is commenced. The Board shall be composed of three (3) members to be appointed by Horizon Development Corporation. Board members shall be subject to removal by Horizon Development Corporation and any vacancies from time to time existing shall be filled by appointment of Horizon Development Corporation; provided, however, that at any time hereafter Horizon Development Corporation may, at its sole option, relinquish to Waterwood Improvement Association, Inc., the power of appointment and removal herein reserved to Horizon Development Corporation. Such transfer of powers shall be evidenced in writing.

3. There shall be submitted to the Board on forms approved by the Board an application for a permit to build, together with two complete sets of plans and specifications for any and all proposed improvements and alterations which are desired and no improvements of any kind shall be erected, placed or maintained upon any lot until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the

lot of the building, wall, fence, landscaped areas (including any proposed rearrangement of the native vegetation), or other improvement proposed to be constructed, altered, placed or maintained, together with the plans for roofs and exteriors thereof. Such applications shall be accompanied by a reasonable filing fee to be determined and set by the Board, said fee to defray the Board's expenses.

4. The Board shall approve or disapprove plans, specifications and details within forty-five (45) days after receipt thereof. One set of such plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Board for its permanent files. The Board shall advise the applicant of the reason for the disapproval and suggest acceptable changes. In the event the Board fails to approve or disapprove any plans which have been submitted to it within forty-five (45) days from receipt thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

5. The Board shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions, if the design or color scheme of the proposed improvements is not in harmony with the general surroundings of the real property or with existing adjacent improvements and natural environment, if the plans and specifications submitted are incomplete, or in the event the board deems the plans, specifications or details or any part thereof to be contrary to the interest, welfare or rights of owners of the lots covered hereby. The decisions of the Board shall be final.

6. No approval of the plans or permit to build shall be issued by the Board until the person applying for the same shall file proof with the Board of the payment of the applicable Capital Improvement Charge specified in the General Warranty Deed and Declaration of Covenants filed of record in the Deed Records of the county wherein the herein described property is located by the Waterwood Improvement Association, Inc., covering the lots described in Schedule's A and B hereof.

7. Neither the Board, Horizon Development Corporation nor any architect or agent thereof shall be responsible in any way for any defects of any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

8. The native growth on any lot shall not be destroyed or removed from any lot, except such native growth as may be necessary for the construction and maintenance of roads, driveways, residences, garages, accessory buildings and/or walled-in service yards and patios, which native growth shall not be removed prior to commencement of construction and unless written permission is first obtained from the Board. In the event such growth is removed, except as stated above, the Board may require the replanting or replacement of same, the cost thereof to be borne by the lot owner. Anything to the contrary notwithstanding the property owners may remove with prior written permission of the Board native growth which is dead, unhealthy, detrimental to the remaining growth or otherwise undesirable for the maintenance of healthy and attractive natural vegetation. However, nothing shall be done which will change the general character of those areas where native growth is required to be maintained.

9. No structure shall be constructed that exceeds thirty (30) feet in height. The height of the structures shall be measured

from the natural grade at the highest elevation beneath the structure to the highest point of the roof or any projection. The Board may grant a waiver of this requirement in the event that rigid adherence to this requirement would work undue hardship on the owner. The living area measured to the outside walls of the principal dwelling shall not be less than four hundred fifty (450) square feet. The Board may permit a variance from the minimum square footage requirement but in consideration of this variance consideration shall be given to a greater front setback than required herein. The Board shall have the authority to set up regulations as to height, design and material content of any walls and fences enclosing yards or patios.

10. All lots shall have the following building lines which unless otherwise noted shall be measured from the nearest projection of any portion of principal dwellings or other accessory buildings: A front setback of not less than forty (40) feet in depth from the front lot line to any residence on said lot and not less than thirty (30) feet in depth from the front lot line to any carport, garage or other accessory building on said lot. All lots shall have a rear setback of not less than six (6) feet in depth from the rear lot line. Except as hereinafter noted all lots shall have a total side setback of not less than seven (7) feet from one side lot line to the nearest structure thereto. As to those lots described in Schedule B, said seven (7) foot total side setback requirement is to be measured from either the lot line of the adjacent interior lot or from the ten (10) foot side setback from any street right-of-way or open space required hereafter. Lots with a side boundary facing on any street, open space or rear lot line of an adjoining lot shall have a side setback of not less than ten (10) feet in depth from the lot line contiguous with the street right-of-way, open space or rear lot line. For purposes of determining the front setback line of any lot located at the intersection of streets adjacent to such lot, that lot line which is common to the front lot line of interior lots situated on the same side of the access street shall be considered the front thereof. Notwithstanding any other provision hereof, nothing in these covenants shall be so interpreted as to prohibit the owner or owners of two (but not more than two) contiguous lots from erecting dwelling units either attached or detached in disregard of the common side lot lines of said two contiguous lots. Any such owner or owners of two contiguous lots desiring to construct any such dwellings over or upon any easements as dedicated on the plat shall first make all necessary arrangements and agreements with any governmental agency or utility company which have any rights under, on or over said easements as to the relocation and vacation thereof. The front building lines and the rear building lines shall remain as above.

11. Any lot with a lot line on more than one street shall have driveway and walkway access only to the street having the narrowest right-of-way.

12. No business or professional service of any nature shall be conducted on any lot, and no building or structure intended for or adapted to business or professional purposes, and no apartment house, double house, flat building, lodging house, roominghouse, hotel, hospital or sanitarium shall be erected, placed, permitted or maintained on any lot. No room or rooms in any principal residence, nor any accessory buildings, or parts thereof, may be rented or leased to others by the owner or owners of any lot; nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire lot, together with its improvements.

13. No air conditioning condensing unit and fan, evaporative cooler or other object, which in the opinion of the Board is unsightly, shall be placed upon or above the roof of any dwelling

or other building except where it is architecturally concealed from view in plans submitted to and approved by the Board and then only when, to the satisfaction of the Board, the same is not aesthetically objectionable and is otherwise in conformity with the overall development of the property.

14. No butane or other tank used for storage of gas or liquids for fuel shall be placed on a lot unless the same is architecturally concealed from view. In the event natural gas is made available to any lot, then the owner thereof shall properly connect with the source of natural gas and discontinue the use of butane gas.

15. All mailboxes shall be located in such areas as designated by the Board and shall be of such design and construction as required by the published guidelines of the Board.

16. No hunting or discharging of firearms shall be allowed on the land described in Schedules A and B except in such areas or on such lot as Horizon Development Corporation, its successors or assigns, or Waterwood Improvement Association, Inc., may designate.

17. No animals or fowl other than ordinary household pets commonly housed in a residence shall be permitted on any lot and the breeding or maintaining of such animals or fowl for commercial purposes shall not be permitted.

18. No resubdivision of the lots described in Schedules A and B shall be permitted.

19. No building, structure, wall, fence, garage, carport, accessory building or landscaping shall be maintained on any lot in such a manner as in the opinion of the Board may obstruct traffic sight lines and/or create traffic hazards.

20. Easements for the installation and maintenance of utilities are reserved as indicated on the recorded plat and no structure, planting or other materials except as specifically approved by the Board shall be constructed or maintained within any such easements; nor may anything be done which may alter in any way the direction or flow of water through the natural drainage channels within the easements, if any. Provided, however, that this shall not prevent the changing of any such channels within the easements which, in the opinion of the Board, shall be an upgrading of the same.

21. All driveways shall have minimum width of ten (10) feet and meet all minimum standards for driveway construction as specified in the guidelines published by the Board. Where driveway access enters streets at points where landscaping, boundary structures or other visual barriers are located which may create a potential traffic hazard, such driveway access shall be installed and maintained so as to provide adequate sight lines from the vehicle onto the streets.

22. No mobile home, trailer of any kind, truck, camper or boat shall be kept, placed or maintained on a residential lot except in a carport, garage or in an outside storage area screened from view from streets. No mobile home, trailer or temporary structure of any nature whatsoever shall be used for occupancy either temporarily or permanently.

23. All on-site utility connections, including water, gas and sewer lines, power, telephone and television cables shall be located underground. The Board may issue variances as to the above where strict enforcement may impose an undue hardship.

24. No water well or other independent water supply or facilities shall be constructed or maintained within any residential area as long as there is available to such a residential area a source of water supply through one or more community water distribution systems. Nor shall any such well or water supply be installed without the approval of the Municipal Utility District within which the lot is located and, further, any such approval may be of the condition that when water is available from a community water distribution system that any such private water well or water facility shall be abandoned.

25. No exterior radio tower or antenna shall be installed or maintained on any lot. No exterior television tower or antenna or FM antenna shall be installed or maintained on any lot without the express prior written permission of the Board. Such permission shall only be good for so long as cable television is not available. Upon the installation of cable television facilities all exterior television towers, antennas and FM antennas shall be removed by the lot owner. Only Horizon Properties Corporation, its successors or assigns, shall have the right and authority to install cable television facilities on the property herein.

26. All chimneys, flues, vents for fireplaces and open flame heating units shall have U.S. Forestry Service Approved Spark Arresters attached in an approved manner.

27. All site improvements and structures shall be built, erected, altered or maintained in such a manner as to preserve as nearly as possible the land in its natural state.

28. All exterior lighting shall be constructed in a functional manner so as to enhance the overall appearance of the community. All such exterior lighting shall be installed in such a manner so as not to create a nuisance to occupants of adjacent lots, users of the golf course and the lake or users of adjacent streets.

29. No signs whatsoever, including commercial, political or other similar signs, visible from adjoining lots, golf course, the lake or streets, shall be permitted on any lot except as follows: such signs as may be required by legal proceedings; residential identification signs of a combined total face area of one and one half (1½) square feet or less; during the time of construction of any residence or other improvement one job identification sign having a maximum total face area of twelve (12) square feet; not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet; flashing, lighted or moving signs shall not be permitted. No sign of any description or supports or braces for signs, shall be nailed or spiked to any tree. All signs must be on their own supporting standards. Advertising banners, pennants and wind powered devices will not be permitted. All signs including proposed location, sizes and colors shall be reviewed by the Board and must receive prior written approval from the Board before installation. The Board may issue variances as to the above on such conditions and for such time periods as it may deem necessary. Provided further, that in no event shall any sign on any lot be visible from the lake or from the golf course except as may be required by legal proceedings.

30. All buildings, landscaping, fences, drives, parking areas and any other improvements shall be maintained in good and sufficient repair and such premises shall be kept painted, windows glazed and the property otherwise maintained in an aesthetically pleasing manner as determined by the Board. All owners of property shall be responsible for keeping their lots free from debris, rubbish or trash of any kind. Landscaping shall be properly maintained by the owner of the property, whether said property is occupied or not, in a neat and adequate manner which shall include lawns

mowed, underbrush cleared, hedges trimmed, watering when necessary and removal of weeds from planted areas. No owners of any lots shall be permitted to store wrecked or disabled motor vehicles on a lot or any street nor shall any lot or street be used for the repair, reconstruction or modification of motor vehicles.

31. All laundry drying yards shall be screened from view from the streets, neighbors, golf course, the lake and common areas. Trash, garbage and other wastes shall be stored in sanitary containers so situated as to be accessible to the service agency responsible for collection of said wastes and such area screened from view from adjacent properties, golf course, the lake and from the street. No obnoxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

32. Each developed lot shall contain sufficient parking space for at least one (1) automobile by one of the following means: (a) a garage or carport either attached to or detached from the main structure or (b) an exterior parking area screened from view of adjacent lots, golf course or the lake.

33. Except as provided in paragraph 22, no mobile home, trailer, tent, garage or other out building shall be placed or erected temporarily or permanently on any lot; provided, however, the Board may grant permission for any temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place. Such approved temporary structure shall be removed upon completion of the construction for which permission was granted.

34. After the Board has issued a permit to build and construction of buildings has commenced all improvements must be substantially completed in accordance with the plans and specifications, as approved, within one (1) year from the date such permission is given. If the owner fails to comply with the above conditions, any approval given shall be deemed revoked unless, on written request of the owner made to the Board prior to the expiration date of the designated one (1) year period, the Board may extend the time for commencement and completion. During construction, all building sites shall be kept clear on a weekly basis, and all trash, rubbish and debris removed from the construction site after any construction is completed. Burning of any and all trash, rubbish and debris is prohibited within the subdivision, except for burning of stumps required for construction clearance. Disposal of all trash, rubbish and debris must be accomplished in accordance with procedures established by the Board. On completion of construction of improvements, exposed openings shall be backfilled and disturbed grounds shall be graded, leveled, paved or landscaped. Ground areas disturbed by grading construction activities shall be replanted or restored at the earliest opportunity.

35. Upon completion of construction, notification in writing shall be given to the Board so that it may determine compliance with these covenants and grant a certificate of occupancy without which no building may be occupied. The Board shall have ten (10) days from receipt of such notice in writing within which to act.

36. The approval or disapproval as required in these covenants shall be in writing and shall be based upon consideration of each submission conforming to the Board's published guidelines and any and all environmental design guidelines which may have been adopted by said Board. In the event there is a conflict between the Board's published guidelines and any environmental design guidelines which may be adopted, the environmental design guidelines shall take precedence.

37. In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants set forth herein shall continue unimpaired and remain in full force and effect.

IN WITNESS WHEREOF, HORIZON DEVELOPMENT CORPORATION, a Delaware corporation, has caused these presents to be executed on the 5th day of September, 1975.

HORIZON DEVELOPMENT CORPORATION

ATTEST:

By _____
Vice President

_____
Assistant Secretary

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

Before me, the undersigned authority, in and for said county and state, on this day personally appeared L. E. Steele, Vice President of Horizon Development Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Vice President of said corporation, and as the act and deed of said corporation and for the purpose and consideration therein expressed.

Given under my hand and seal of office this 5th day of September, 1975.

_____
Notary Public

My commission expires:

5-27-79

SCHEDULE A

Replat Revision No. 1 Unit XI-A Greentree Village of Waterwood:

Block	Lots
1	2-8 and 11-17
2	2-8 and 11-17
3	2-8 and 11-17
4	2-8 and 11-17
5	2-8 and 11-17
6	2-7 and 10-12
7	2-12 and 15-26
8	2-13 and 16-26
9	2-11 and 14-23

SCHEDULE B

Replat Revision No. 1 Unit XI-A Greentree Village of Waterwood:

Block	Lots
1	1, 9, 10 and 18
2	1, 9, 10 and 18
3	1, 9, 10 and 18
4	1, 9, 10 and 18
5	1, 9, 10 and 18
6	1, 8, 9 and 13
7	1, 13, 14 and 27
8	1, 14, 15 and 27
9	1, 12, 13 and 24

all according to the plat thereof of record in the Office of the San Jacinto County Clerk.

STATE OF TEXAS
COUNTY OF SAN JACINTO } I, MRS. IMOGENE H. TRAPP, COUNTY CLERK OF SAN JACINTO COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED IN MY OFFICE ON THE 12th DAY OF Sept. A.D. 19 75 AT 4:25 O'CLOCK P. M. AND DULY RECORDED THE 15th DAY OF Sept. A.D. 19 75 AT 10:15 O'CLOCK A. M. IN THE D E E D RECORDS OF SAID COUNTY, IN VOLUME 151 ON PAGES 556 et seq.

WITNESS MY HAND AND THE SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN COLDSPRINGS, THE DAY AND YEAR LAST ABOVE WRITTEN.

Mrs. Imogene H. Trapp CLERK
COUNTY COURT, SAN JACINTO COUNTY.

BY ______________________ DEPUTY

No. 3781

FILED
FOR RECORD
SEP 12 1975
4:25 Pm
Mrs. Imogene H. Trapp, County Clerk
San Jacinto County, Texas

Return to
[illegible] T Martin
1109 [illegible]
Humble Tx 77340
$5.50