

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CLEARWATER SPRINGS**

THE STATE OF TEXAS

COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Developer is the majority owner of all the property (i.e. all the tracts and parcels of land), which is described in Exhibit "A" attached hereto and incorporated herein;

This Declaration, made on the date hereinafter set forth by KOMAR ENTERPRISES, INC. as "Developer";

WITNESSETH:

NOW, THEREFORE, the undersigned hereby adopts, establishes and imposes this Declaration of Covenants, Conditions and Restrictions for CLEARWATER SPRINGS, upon CLEARWATER SPRINGS, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall insure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any area not included in the boundaries of said Plat or survey unless specifically provided for herein. Developer also declares that this subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

SECTION 1. "Association" shall mean and refer to the CLEARWATER SPRINGS Property Owners Association, and its successors and assigns as defined and permitted in Section 15 below.

SECTION 2. "CLEARWATER SPRINGS" shall mean and refer to the tracts and parcels of land and any other sections of CLEARWATER SPRINGS hereafter made subject to the jurisdiction of the Association.

SECTION 3. "Developer" shall mean and refer to KOMAR ENTERPRISES, INC., and its assigns and successors.

SECTION 4. Any dwelling constructed on subject property must have a one story of not less than 1,500 square feet and a minimum first floor area of 1200 square feet shall be required for a two story residence. All Dwellings, detached garages, work shop, and barns must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the Lot. The term "Dwelling" does not include single or double wide mobile or manufactured homes, or any old or used houses to be moved on the Lot and said manufactured and used homes are not permitted within the Subdivision. There will be no mobile or prefabricated homes allowed. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. The definition of a mobile or prefabricated home will be left to the discretion of the developer until 80% of the tracts have been sold, or the Homeowners Association pursuant to Section 15 below. A Tract Owner may also build a guest home with no less than 800 square feet, subject to the restrictions enumerated herein.

SECTION 5. All buildings shall be single-family dwellings.

SECTION 6. No structure of a permanent nature or character, whether trailer, basement, tent, shack, shed, garage, storage building, or other outbuilding, shall be maintained or used on any tract at any time as a residence.

SECTION 7. All automobiles and/or other motor vehicles used on the property must have current license, insurance and registration. No abandoned or inoperative automobile, other vehicle or trailer shall be permitted to remain on or in front of subject property. Personal campers, boats, tractors,

trailers, recreational vehicles, etc. will be permitted provided they have a current license, insurance and registration and be hidden from street view and from the view of adjoining properties, but shall not be used as a temporary or permanent dwelling or residence. See Section 6 above for the definition of word "temporary".

SECTION 8. All building, including but not limited to, one-family dwellings, garages, and barns shall be located no closer than one hundred and fifty (125) feet from the front property line and shall be no closer than twenty (20) feet from the side property lines and no closer than twenty (20) feet from the rear property lines. Also, for these purposes, porches, stoops, bays and covered areas are considered part of the building.

SECTION 9. Subject property shall not be used or maintained as a dumping ground for rubbish or trash. No garbage or other waste shall be kept, except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

SECTION 10. Animals, livestock, emu's and ostrich, other than hogs or poultry, may be kept, bred, and maintained on subject property under the following conditions:

- A. No livestock of any type shall be allowed to run loose except upon one's own premises.
- B. All horses, cattle or other livestock shall be kept enclosed by suitable fencing of subject property.
- C. No swine allowed. Except for 4-H or FFA school sponsored programs for permanent residents only.
- D. No chickens, turkeys or other poultry may be kept or raised on subject property except for personal consumption and/or pets subject to other pertinent covenants set forth herein, or for 4-H or FFA school sponsored programs.
- E. Though cattle are permitted, feed lots are not permitted.
- F. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

SECTION 11. No commercial activity other than that of permitted livestock shall be conducted on any tract other than Tract 5,10,11,13 and 19. Agricultural and Aqua cultural activities are permitted so long as such activity is in compliance with Section 10, above.

SECTION 12. Any owner of a property subject to these restrictions shall provide for the disposal of waste material through a septic system approved by the appropriate governmental authority.

SECTION 13. No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the property and all indoor toilets and baths shall be installed and connected to a septic tank or sanitary sewer which must be approved by all state, county or city health authorities having jurisdiction. The drainage of septic tanks into road ditches, either directly or indirectly, is strictly prohibited.

SECTION 14. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any tract without the prior written consent of the Developer or Architectural Control Committee. Developer or Architectural Control Committee shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure, which is placed on any tract without such consent and in so doing, shall not be liable, and hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal.

SECTION 15. Property Owner's Association. The developer will be responsible for enforcing these Restrictions until 80% of the tracts are sold in the subdivision which is referred to as the "Control Transfer Date". Once the Control Transfer Date has occurred, Developer will assign to the property owners, the responsibility of the formation of a formal Property Owner's Association and Architectural Control Committee, if they deem necessary and so elect. At the same time, Developer will also assign to the property owners the authority to enforce these Restrictions, until such time as the formal Property Owner's Association has been formed, if they so elect. This authority includes the capacity to make any necessary decisions to enforce the Restrictions. The above-referenced authority to enforce the restrictions shall be available to each property owner individually, or collectively after the Transfer Control Date.

SECTION 16. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

SECTION 17. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as the subject property; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustees, sale or otherwise.

SECTION 18. The covenants and restrictions of this declaration shall run with and bind the land, and shall bind all owners for as period of thirty (30) years from the date hereof. Thereafter these restrictions shall automatically lose effect and become null and void.

SECTION 19. No tract or tracts shall be re-subdivided without the prior written approval of the Developer and property county authorities.

EXECUTED THIS THE _____ DAY OF _____, 2003.

CLEARWATER SPRINGS

By: _____
Name: Johnny Koehler

STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on this the _____ day of _____, 2003, by Johnny Koehler.

Notary Public, State of Texas

Clearwater Springs

INTRODUCTION

Clearwater Springs is an exclusive 233 acre Deed Restricted Residential Acreage Community conveniently located for easy access to Lake Livingston. This Restricted Acreage Community is tucked away in the peaceful, spacious countryside and rolling hills of Polk County. Located just off Highway 190, just minutes from Livingston and Highway 59, this Acreage Home-Site Development features only 25 exclusive 5 to 15 plus acre home-sites. Deed restrictions will ensure the continued value of the property. Our goal is to create a country serenity where people can live large.....relatively within close proximity to city conveniences and the entertainment provided by Lake living.

HIGHLIGHTS

- * * Low Tax Rates
- * * Electricity
- * * Septic systems (no MUD taxes)
- * * Quick and Convenient Access to Lake Livingston
- * * Minutes to Livingston and Highway 59
- * * Excellent Onalaska ISD
- * * Mature hardwoods and pine trees
- * * Home-sites 5 to 15 plus acres in size
- * * No time requirement to build
- * * Protective Deed Restrictions
- * * Bring your Horses and Cows
- * * 2 Homes per tract
- * * Oversized Lot with pond

RESTRICTION

- 1500+ sq. ft. one story
- 1200+ sq. ft. minimum first floor for two story
- Horses or Cows - One per acre

LOCATION:

7 miles West of Highway 59 down Highway 190 West , then left 400 feet on FM 3126 in Polk County

DRIVE TIMES:

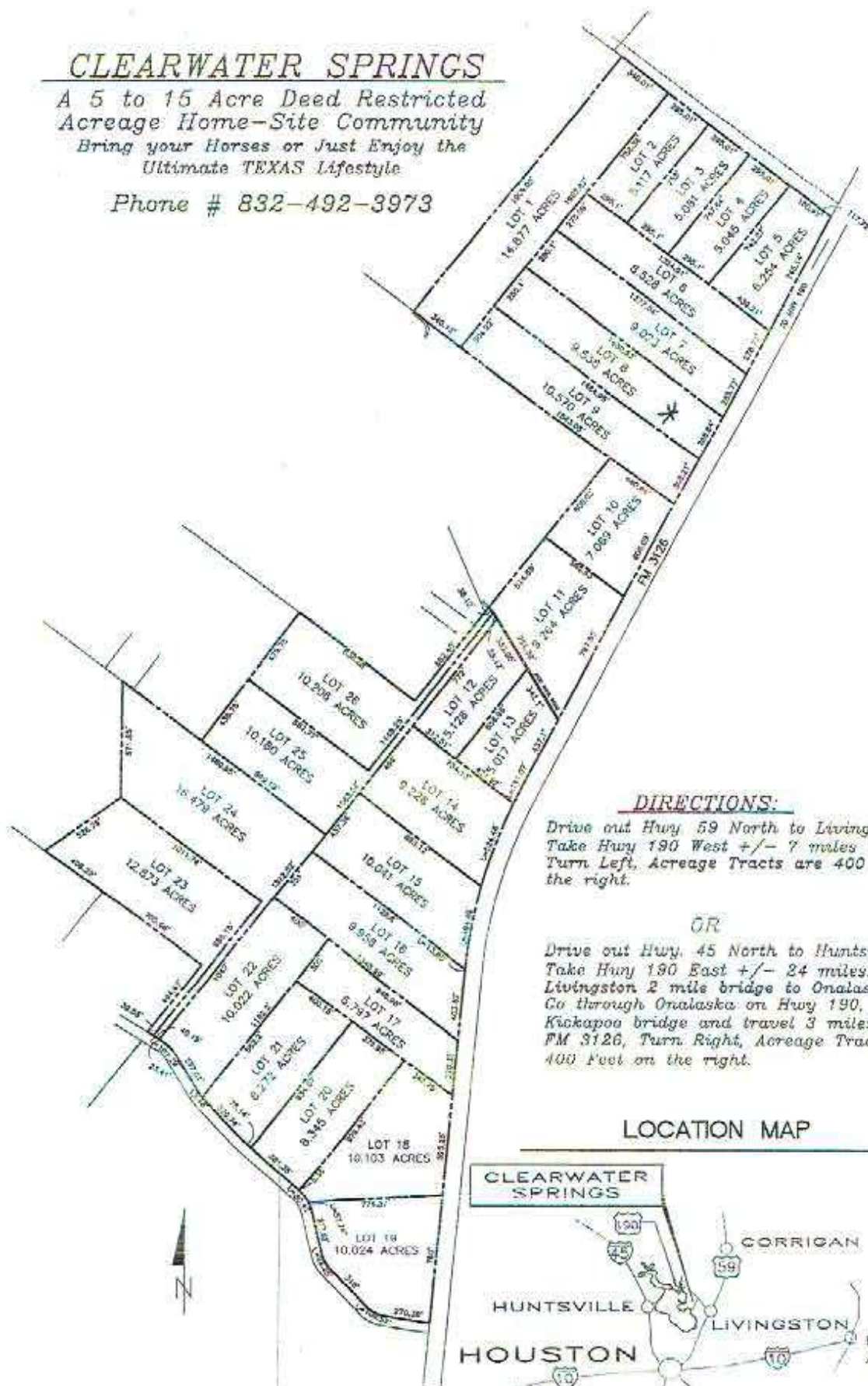
- 7 minutes to Livingston
 - 3 minutes to Lake Livingston Boat Ramps
 - 25 minutes to Huntsville
 - 45 minutes to Intercontinental Airport
-

CLEARWATER SPRINGS

A 5 to 15 Acre Deed Restricted
Acreage Home-Site Community

Bring your Horses or Just Enjoy the
Ultimate TEXAS Lifestyle

Phone # 832-492-3973



DIRECTIONS:

Drive out Hwy 59 North to Livingston,
Take Hwy 190 West +/- 7 miles to FM 3126,
Turn Left, Acreage Tracts are 400 Feet on
the right.

OR

Drive out Hwy. 45 North to Huntsville,
Take Hwy 190 East +/- 24 miles. Cross Lake
Livingston 2 mile bridge to Onalaska.
Go through Onalaska on Hwy 190, cross
Kickapoo bridge and travel 3 miles to
FM 3126, Turn Right, Acreage Tracts are
400 Feet on the right.

LOCATION MAP

