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USE RESTRICTIONS FOR WATERCHASE ESTATES

These **USE RESTRICTIONS** (these "Restrictions") are made on the date hereinafter set forth by Conine Residential-Waterchase Estates, Ltd. a Texas Limited Partnership (the "Declarant").

RECITALS:

WHEREAS, Declarant is the owner of the Property (as hereinafter defined); and

WHEREAS, Declarant desires to impose restrictions on the use of the Property as more particularly described in these Restrictions.

RESTRICTIONS:

NOW, THEREFORE, DELARANT DECLARES that the Property shall be held, sold, and conveyed subject to the restrictions, covenants, and conditions described below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot (as hereinafter defined) and other portions of the Property in order to maintain within the Property a planned community of high standards. These Restrictions shall be binding on all parties having any right, title, or interest herein, including such parties' respective heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each Owner (as hereinafter defined).

1. DEFINITIONS.

- a. "Lot" means any plot of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family home sites and areas deeded to a governmental authority of utility, together with all improvements thereon.
- b. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
- c. "Property" means the real property located in Fort Worth, Tarrant County, Texas, which is described in Exhibit A attached hereto and made a part hereof, including any additions subjected to these Restrictions.

2. **USE AND OCCUPANCY.** All Lots and dwellings shall be used and occupied exclusively for single-family residence purposes. Not Lots or dwellings may be used for commercial, institutional, or other non-resident purpose if such use involves attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales," provided that no Owner shall conduct more than two (2) garage sales of no more than two (2) days duration during any twelve (12) month period. Only residential, single-family dwellings may be erected on Lots.

3. **HOUSE SIZE.** Any dwelling built on a Lot less than 1 acre must have an area of not less than 1800 air-conditioned square feet. Any dwelling built on a Lot more than 1 acre must have an area of not less than 2500 air-conditioned square feet. Maximum building height shall not exceed 35' or two stories in height.
4. **FIREPLACES.** All exterior chimneys must be of brick or masonry or acceptable substitute appearance of brick or masonry.
5. **EXTERIOR.** All exterior must be 75% brick or masonry construction in accordance with applicable law, including ordinances of the City of Forth Worth, Texas.
6. **DRIVEWAY.** All driveways must be made of concrete or asphalt with an adjacent mailbox.
7. **ANTENNAS.** All antennas (including radio or television transmitting or receiving) must be installed so that they are not visible from the street.
8. **CONSTRUCTION TIME LIMIT.** All improvements constructed on any Lot, including driveways, must be completed within a period of twelve (12) months from the date of construction commences.
9. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind may be raised, kept, or bred on any Lot, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Owners of lots 1 thru 10 in Block 4 may have a maximum of three (3) horses at any one time. Additionally, a barn not to exceed 1500 square feet, may be constructed on the owned lot. Said barn, may not be closer than 75' to any property line or residence.
10. **PROHIBITED IMPROVEMENTS.** No temporary structures, trailers, mobile homes, basements, tents, sheds, garages, or other outbuildings may be used on any Lot or on any portion of the Property as a residence; provided, however, that Declarant and any other person or entity engaged in construction has the right during the construction and sales period to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, without limitation, signs, offices, and storage areas.
11. **LANDSCAPING AND YARDS.** All yards-front, rear, and side-must contain a complete, automatic sprinkler-system and hydro-mulch grass or sod within 100 feet of the residence. In addition, each builder must install the equivalent of \$2,000 worth of shrubs and annual flowers at the front of the house, including in that landscaping edging and bark. No home may be delivered to any purchaser without such items completed prior to closing.
12. **SIGNS.** No signs of any kind or character are allowed on any Lot, except for one (1) sign of not more than eight (8) square feet advertising the property for sale or rent.
13. **PROHIBITED ACTION.** The following activities are prohibited on any Lot or on any portion of the Property: oil well drilling, oil development operations, oil refining, quarrying or mining operations, oil wells, tanks, tunnels, mineral excavations or shafts.

Derricks or other structures designed for boring for oil, natural gas, or other minerals shall not be erected, maintained, or permitted on any Lot.

14. **WASTE.** No Lot or part of any Lot may be used or maintained as a dumping ground for rubbish, trash, or garbage. Waste of any nature must not be kept on any Lot, except in sanitary containers not exposed to the public view, and except for waste temporarily placed for pending pick-up. Any incinerators or other equipment used for the storage or other disposal of waste material shall be kept in a clean and sanitary condition.
15. **PROPERTY MAINTENANCE.** During any construction on a Lot, the site must be kept reasonably clean, minimizing any rubbish, construction materials, or other waste that might blow onto other Lots.
16. **TRANSPORT VEHICLES.** Trucks with tonnage in excess of one and one-half (1-1/2) tons are not allowed to park overnight on the streets, driveways, or Lots. Motor Homes, Pickup campers and boats (if any) must be kept behind the front line of the house and not be visible from the street.
17. **GARAGES.** Each residence must provide garage space for at least two (2) conventional automobiles. Whenever practical, entry to all garages, whether attached or detached, shall be from the side or rear, but corner Lots shall have rear entry garages.
18. **MISCELLANEOUS PROVISIONS.** Any provisions of this Declaration to the contrary notwithstanding, the following provisions shall control:
 - a. If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, then the following actions will require approval of the Federal Housing Administration and the Veterans Administration as applicable: (1) addition of properties to the Property; and (2) amendment of this Declaration.
 - b. Material amendment to this Declaration will require notice to all institutional holders of first mortgage liens.
 - c. Unless at least seventy-five (75%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, the Owners may not by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots.
 - d. All personal pronouns used this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.
 - e. The headings contained in this Declaration are for reference purposes only and shall not in any way effect the meaning or interpretation of this Declaration.

REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE(S) FOLLOWS.

IN WITNESS WHEREOF, Declarant has caused these Restrictions to be executed this 20th day of April, 2000, to effective as of the 21st day of April, 2000.

DECLARANT:

Conine Residential-Waterchase Estates, Ltd.
a Limited Partnership

By: Conine Residential Group, Inc.
a Texas Corporation its general partner

By: [Signature]

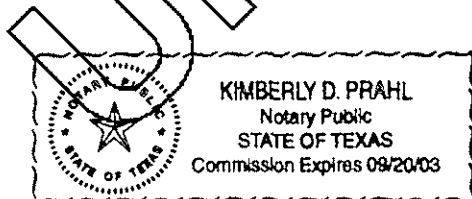
Name: C. Kent Conine

Title: President

THE STATE OF TEXAS

COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this 20th day of April, 2000, by Kent Conine, President of Conine Residential Group, Inc., a Texas Corporation, the general partner of Conine Residential-Waterchase Estates, Ltd., a Limited Partnership, on behalf of said Limited Partnership.



[Signature]
Notary Public, State of Texas

Kimberly D. Prah
Notary's Name Printed:

My Commission Expires: 09/20/03

**EXHIBIT A
TO
USE RESTRICTIONS**

PROPERTY DESCRIPTION

(attached)

Unofficial Copy

EXHIBIT "A"

76.002 acres of land situated in the WILLIAM J. BONNER SURVEY, ABSTRACT NO. 143, the W. E. BALLARD SURVEY, ABSTRACT NO. 242, and the W. CLARK SURVEY, ABSTRACT NO. 1812, City of Fort Worth, Tarrant County, Texas and being a portion of a 302.382 acre tract of land conveyed to Eastchase Company, Ltd., as recorded in Volume 12390, Page 172, Deed Records of Tarrant County, Texas; said 76.002 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron with plastic cap stamped "Landes & Assoc." set in the Northwesterly R.O.W. line of Racquet Club Drive (a 60 foot R.O.W.), at the intersection with the Northeasterly R.O.W. line of Randol Mill Road (a variable width R.O.W.), said iron rod also being the Southeast corner of the Leisure Living Mobile Homes Site Addition as recorded in Volume 388-75, Page 48, Plat Records of Tarrant County, Texas and also being the most Westerly Southwest corner of the aforementioned 302.382 acres of land, a ½ inch iron rod found bears North 05 degrees 50 minutes 12 seconds West, 0.26 feet;

THENCE North 00 degrees 10 minutes 33 seconds West, along the Easterly line of said Addition, a distance of 1316.47 feet to a 5/8 inch iron rod in concrete found in the South line of a tract of land conveyed to Curt E. Woods and wife, Kathy D. Woods as recorded in Volume 12095, Page 1013, Deed Records of Tarrant County, Texas;

THENCE South 89 degrees 21 minutes 30 seconds East, along the South line of said Woods tract, a distance of 2356.26 feet to a 7/8 inch iron rod found;

THENCE North 00 degrees 35 minutes 32 seconds East, along the Easterly line of said Woods tract, at 1111.25 feet pass a 1 inch iron rod found, a total distance of 1202.76 feet to the center of the Trinity River;

THENCE with the meanders of the center of said river, the following courses and distances:

South 88 degrees 02 minutes 20 seconds East, 212.76 feet;

South 78 degrees 18 minutes 39 seconds East, 258.94 feet;

South 72 degrees 31 minutes 33 seconds East, 139.89 feet;

South 51 degrees 50 minutes 50 seconds East, 216.91 feet;

South 25 degrees 42 minutes 30 seconds East, 187.75 feet;

South 00 degrees 28 minutes 58 seconds East, 180.89 feet;

South 03 degrees 55 minutes 04 seconds East, 116.83 feet;

South 11 degrees 46 minutes 03 seconds East, 136.78 feet;

South 35 degrees 11 minutes 55 seconds East, 123.80 feet;

South 33 degrees 36 minutes 09 seconds East, 184.52 feet;

South 45 degrees 02 minutes 14 seconds East, 131.79 feet;

South 89 degrees 05 minutes 42 seconds East, 35.90 feet;

THENCE South 21 degrees 50 minutes 01 seconds West, leaving said river, at 102.25 feet pass a 1/2 inch iron rod with plastic cap stamped "Landes & Assoc." set, and at 478.02 feet pass a 1/2 inch iron rod found at the Northwest corner of a tract of land conveyed to Timberwood, Inc., as recorded in Volume 12312, Page 468, Deed Records of Tarrant County, Texas and continuing with the Westerly line of said Timberwood tract, passing the Northwest corner of Lot 11, Block D, Bentley Village, Section One, an Addition to the City of Fort Worth as recorded in Volume 388-97, Pages 19 and 20, Plat Records, Tarrant County, Texas, a total distance of 1048.32 feet to a 1/2 inch iron rod found at the Southwest corner of Lot 1, Block D of said Addition and also being in the Northeasterly R.O.W. line of Racquet Club Drive (a 60 foot R.O.W.);

THENCE North 68 degrees 09 minutes 19 seconds West, along said R.O.W. line, a distance of 1593.10 feet to a 1/2 inch iron rod found at the beginning of a curve to the left with a radius of 664.65 feet and whose long chord bears South 76 degrees 40 minutes 37 seconds West, a distance of 765.64 feet;

THENCE along said curve with said R.O.W. in a counterclockwise direction, through a central angle of 70 degrees 20 minutes 08 seconds, an arc distance of 815.91 feet to a 1/2 inch iron rod found at the end of said curve;

THENCE South 41 degrees 30 minutes 33 seconds West, continuing along said R.O.W. line, a distance of 11.02 feet to a 3/8 inch iron rod found at the most Easterly corner of Lot 1, Block "Y", Bentley Village, Section Three, an Addition to the City of Fort Worth, Texas as recorded in Volume 388-121, Page 16, Plat Records of Tarrant County, Texas;

THENCE North 48 degrees 29 minutes 27 seconds West, along the Northeasterly line of said Block "Y", a distance of 125.00 feet to a 3/8 inch iron rod;

THENCE South 41 degrees 30 minutes 33 seconds West, along the Northwesterly line of said Blocks "Y" and "T" of said Addition and the R.O.W. line of Hasten Ct., a distance of 330.85 feet to a 3/8 inch iron rod found at the beginning of a curve to the right with a radius of 175.00 feet and whose long chord bears South 50 degrees 28 minutes 48 seconds West, 54.58 feet;

THENCE along said curve in a clockwise direction having a central angle of 17 degrees 56 minutes 30 seconds, an arc distance of 54.80 feet to a ½ inch rod found at the end of said curve, the most Westerly corner of Lot 7, Block "T" of said Addition;

THENCE South 32 degrees 15 minutes 52 seconds East, along the Southwesterly line of said Lot 7, a distance of 120.08 feet to a ½ inch iron rod with plastic cap stamped "Landes & Assoc." set in the Northwesternly R.O.W. line of the aforesaid Racquet Club Drive at the beginning of a non-tangent curve to the right with a radius of 458.38 feet and whose long chord bears South 63 degrees 57 minutes 48 seconds West, 99.80 feet;

THENCE around along said curve with said R.O.W. line, in a clockwise direction, through a central angle of 12 degrees 29 minutes 59 seconds, an arc distance of 100.00 feet to a ½ inch iron rod found at the end of said curve;

THENCE South 70 degrees 12 minutes 47 seconds West, continuing along said R.O.W. line, a distance of 75.50 feet to a ½ inch iron rod found at the beginning of a curve to the left with a radius of 497.21 feet and whose chord bears South 59 degrees 43 minutes 15 seconds West, a distance of 181.09 feet;

THENCE along said curve with said R.O.W. line, in a counterclockwise direction, through a central angle of 20 degrees 59 minutes 04 seconds, an arc distance of 182.10 feet to a ½ inch rod with plastic cap stamped "Landes & Assoc." set at the end of said curve;

THENCE South 49 degrees 13 minutes 43 seconds West, continuing along said R.O.W. line, a distance of 432.15 feet to the PLACE OF BEGINNING and containing 3,310,656 square feet or 76.002 acres of land, more or less.

Legal Description:

Also known as: Lots 12 & 13, Block 2; Lots 7-16, Block 3; Lots 11-13, Block 4; Lots 1-5, Block 5; filed in cabinet A, slide 4330 on June 26, 1998. An addition to the city of Fort Worth, Texas, situated in the W.E. Ballard Survey, Abstract No. 242 and the G.W. Clark Survey Abstract No. 1812 Tarrant County, Texas.

Also known as: Lots 1-11, Block 1; Lots 1-11, Block 2; Lots 1-6, 17 & 18, Block 3; Lots 1-10, Block 4; & Lots 6-13, Block 5. Known as Waterchase Estates an addition to the City of Fort Worth, Texas, situated in the W.E. Ballard Survey, Abstract No. 242 and the G.W. Clark Survey, Abstract No. 1812, Tarrant County, Texas.

D200102403
COMMONWEALTH LAND TITLE
1211 BOWEN ROAD #100
ARLINGTON TX 76013

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T O: COMMONWEALTH LAND TITLE

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
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T O T A L D O C U M E N T S : 01 F E E S : 23.00

BY: 
ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.