

such shall not be fenced in such a manner as to prevent such use of said easement.

G. It is expressly agreed and understood that the title conveyed by Grantor to any land in the Subdivision shall not be construed to include the title to the lines, poles or conduits or any utility or appurtenances thereto constructed by Grantor or its agents or public utility companies and located upon said easements.

H. An electric distribution system will be installed in the subdivision. The owner of each lot in the Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the appropriate Electrical Code) the service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each tract. The electric company furnishing service shall make the necessary connections at said point of attachment or at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot.

I. 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, drives, boulevards and other roadways, as well as esplanades, may be used for sales offices, sales purposes, guardhouses and for other purposes deemed proper by Grantor.

II. ARCHITECTURAL CONTROL

Grantor, as well as its agents, employees, architects, or the Committee, 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. The provisions of this document can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to those contained herein. 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 will be built in a good and workmanlike manner. The acceptance of a deed to a residential 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, as well as its agents, employees and architects shall have no liability under this document except for willful misdeeds.

A. 1. Creation of Committee. There is hereby created an Architectural Control Committee which shall be initially composed of Grantor and Jamie C. Brown.

2. Change of membership and Amendment of Authority.

The homeowners association, which is referred to under further provisions herein, shall have the power through a duly recorded written instrument, to change the membership of the Committee, to increase the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument properly reflecting same.

B. No building, structure, or improvements of any nature shall be erected, placed or altered on any lot subject to these restrictions until plans are approved by the Committee.

C. The Committee shall have the right to disapprove any plans, specifications or details submitted to it if the same are not in accordance with all of the provisions of this document.

D. Neither the Committee, Grantor, 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.

III. RESTRICTIONS

A. Residential Purpose

1. This Subdivision shall be used for private single family residences only, with such out-buildings as are customarily appurtenant to a single family home. No outbuildings or garages may be constructed on any lot until such time as the main residence has been constructed. No trade, business or profession shall be carried on upon any lot in this Subdivision, nor shall signs of any kind be displayed to the public view except one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period.

2. Only one residence shall be constructed on each lot. This Provision shall not, however, prohibit the construction of a residence on two or more lots as shown by the plat of the Subdivision.

3. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses and apartment houses and to exclude 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 operation.

4. No garage or outbuilding on this property shall be used as a residence or living quarters. A garage shall be used solely by the owner or occupant of the lot upon which the garage is located. Servant's or guest's quarters are permitted.

5. Except during actual construction of a residence, no building materials, temporary or portable storage building of any kind or character, including, but not limited to, tents, shacks, garage or barns, shall be placed or stored upon the property. Any such buildings shall be maintained in a neat, attractive and clean condition, and then removed upon completion of the residence.

6. The front wall and the roof of all storage buildings, garages, out buildings, barns, stables or other structures built on any lot must be of the same material as the front wall and roof of the home.

7. 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.

8. No residence shall be occupied until all exterior construction, including but not limited to painting and the driveway, is completed.

B. Building Sizes and Construction

1. The living area of the main house or residential structure constructed on any homesite, exclusive of porches and garages, shall be not less than 1800 square feet.

2. All residences shall be required to have a minimum of a double car, enclosed garage. No car ports are allowed. No garage may be converted to living space.

3. Under no circumstances shall concrete or hollow tile blocks be utilized for the outer portion of the walls of the residence or garage, nor shall any asbestos siding or metal siding be used on the garage, nor shall the main residence have asbestos or metal siding anywhere.

4. No secondhand house or barracks of any form may be moved onto the property, the intention being that all structures shall be new construction.

5. No flat or built-up roofs are allowed on any building.

6. Every residential building must be connected to approved cesspool, septic tank or city sewer, and not more than one residence shall be connected to each approved cesspool or septic tank. Installation of any septic tank system or systems shall be made in accordance with the County of Victoria's and the State Health Department's standards, and must be located outside the areas designated as "Sanitary Control Easement" on the plat of the Subdivision. The following activities, if not already prohibited by other provisions of this instrument, are specifically prohibited within the areas of the Sanitary Control Easement: the construction and/or operation of underground petrochemical storage tanks, stock pens, feed lots, dump grounds, privies, cesspools, septic tank drainfields, drilling of improperly constructed water wells of any depth and all other construction or operations that could create an unsanitary condition within, upon or across these areas. All water wells in the Subdivision must be located at the points designated as "Water Well Location" on the plat of the Subdivision.

7. Driveways off of street up to property line shall be concrete with concrete headwalls (See Exhibit "A" herein attached for detail of the design to be used). This provision also applies to any extra entrances to any property.

8. The top of the slab upon which a house is constructed shall be at least 12 inches above the existing ground level.

C. Building locations

1. No building shall be erected on any lot nearer to any property or nearer to the line than the building lines shown on the recorded plat.

D. Fences, Walls and Hedges

1. No fence or wall shall be placed on any lot in the Subdivision nearer to the front of said lot than the front building line. No fences shall be constructed of barbed wire. Except for Lot 7 in Block 2 any fences constructed on an exterior side of a corner lot must be at least eight feet from the property line.

E. Homeowners Association

1. On the recorded map and plat of LAKEVIEW SUBDIVISION, SECTION I is designated a Common Area. The owners of all lots in the Subdivision shall be required to join the homeowners association that was formed for LAKEVIEW SUBDIVISION, SECTION I, which association has full control of the Common Area, along with the obligation to maintain it. On the Common Area is a small lake. No boats powered by motors larger than 10 horsepower are allowed. The speed limit on all roads within the Common Area shall be 20 miles per hour. All-terrain vehicles, motorcycles, or other vehicles are not allowed off of the roads. No jet skis are allowed on the lake. The Homeowner's Association shall maintain (and improve if desired) all roads shown on the attached Exhibit "B". The Association shall adopt other rules governing use of the Common Area and may change the existing rules contained in this paragraph. Grantor reserves the right to develop and subdivide adjacent properties and cause the owners of those properties to be entitled to membership in the Homeowners Association and use of the Common Area, the same as if such adjacent subdivisions had been originally included in this Subdivision and LAKEVIEW SUBDIVISION, SECTION I, except that owners of lots in the new subdivisions shall not be required to begin paying dues until Grantor has conveyed a lot or lots to such an owner.

2. The homeowners association shall be governed by and decisions shall be made by a majority of the lot owners, unless the by-laws or other rules adopted by the association require a greater or lesser vote. Each lot shall have one vote. (For example, if one person owns two lots, he shall have two votes.) If the association desires, it may elect a committee, a board, or officers to serve and manage its affairs, and may approve rules or by-laws to govern its operations. The association shall have the authority to assess each lot owner a sufficient amount of money to carry out its purposes, which assessments shall be a lien upon each owner's lot to enforce payment thereof. No lot owned by Grantor may be assessed until such time as Grantor sells such lot. For any lot purchased from Grantor during the middle of a calendar year, the assessment shall be prorated.

3. The association may also be empowered to expend funds for patrol and security services, insect control, street lighting, 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 assessments collected, and for all other purposes which, in the discretion of the Association, are desirable in maintaining the character and value of the Subdivision and Section I.

4. The lien to secure assessments shall be and remain at all times junior and inferior to any lien to secure repayment of

loans to cover purchase price of a lot and its improvements or the cost of improvements to be placed thereon.

5. Use of the Common Area is limited to lot owners and residents of the Subdivision and Section I, and guests that may accompany them. Guests are not permitted unless accompanied by a resident or owner.

F. Miscellaneous

1. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant lot in the subdivision and no trash racks may be permanently built or left at the front of a lot. All waste containers must be screened from view of the street.

2. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals. Drainage areas over and across any part of a lot shall be kept clean and open so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, and plants which die shall be promptly removed from the property. Until a residence is built on a lot, Grantor or the Homeowners Association, may at its option, have the grass, weeds, and vegetation cut when and as often as the same is necessary in its judgment and have dead trees, shrubs, and plants removed from the property, and the owner or buyer under Contract of such lot shall be obligated to reimburse for the cost of such work.

3. No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot.

4. (a) No more than five dogs, and five cats or other household pets may be kept by a homeowner. No animals may be kept, bred or maintained for commercial purposes. All 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. No household pets shall be allowed to roam at large.

(b) With respect to lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Block 2; and lots 10, 11, 12 and 13, Block 5; children with a bona fide 4-H or FFA projects may keep their project animal (including swine) in an adequate stable facility during the duration of the project only. In addition to 4-H or FFA project animals, poultry may also be allowed on these lots if kept in an adequate enclosed pen at all times. No pet or livestock may be kept for any commercial purposes. All keeping of pets and livestock is subject to Paragraph 3 above.

(c) In addition to 4-H or FFA project animals, on lots 10, 11, 12 and 13, in Block 5, owners may also keep two large animals such as horses, cows, sheep and goats (but no swine). On lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Block 2, up to four large animals (but no swine) are allowed in addition to the 4-H or FFA project animals. Horses and other such large animals must be kept within an adequate fence. Horses may be ridden or walked on the streets by a resident but must be adequately reined or roped. No poultry or animals (other than household pets) may be kept on any lots in the Subdivision other than those lots specified in paragraphs 4(b) and (c).

5. 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 the Subdivision; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of the Subdivision, including landscaping of any lots in the Subdivision, was completed by Grantor.

6. Each owner of a lot in the Subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities.

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

8. 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.

9. No housetrailers or mobile homes shall be placed upon any lot at any time. RV's, boats and trailers may be kept on the premises, but only at back of lot.

10. No hunting or discharging of firearms shall be allowed on any lot in this subdivision.

11. 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 Subdivision, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the Subdivision and shall not affect or impair the remaining reservations, restrictions or other provisions hereof as to all the lands with the Subdivision.

G. Duration

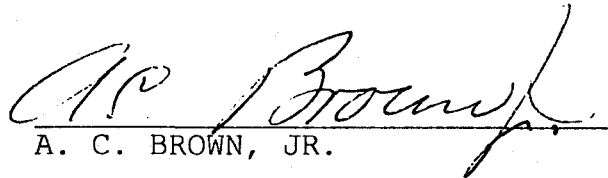
1. These restrictions shall remain in full force and effect until January 1, 2023, and shall be automatically extended for successive ten (10) year periods provided, however, that these restrictions may be terminated on January 1, 2023, or on the commencement of any successive ten (10) year period, by 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 lots in the Subdivision. Such statement must be filed prior to the commencement of the ten (10) year period for which these restrictions would otherwise be in effect.

H. Enforcement

1. The restrictions, conditions and use limitations herein set forth shall be binding upon Grantor, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each lot, each of whom shall be obligated and bound to observe such restrictions, conditions, and use limitations, provided, however, that no such persons shall be

liable except in respect to breaches committed during his or their ownership of said lot. The violation of any such restriction, condition, or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said lot or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Grantor, or the owners of any lot in this subdivision, or their successors and assigns, shall have the right to enforce observation or performance of the provisions of this instrument. If any person or persons violate or attempt to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any lot in the Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to obtain such other relief for such violations as may be legally available.

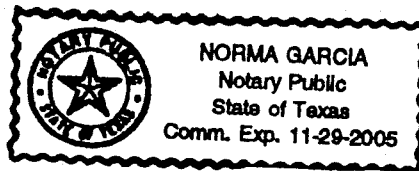
EXECUTED on this the 13 day of March, 2002.


A. C. BROWN, JR.

THE STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged before me on this 13 day of March, 2002, by A. C. BROWN, JR.

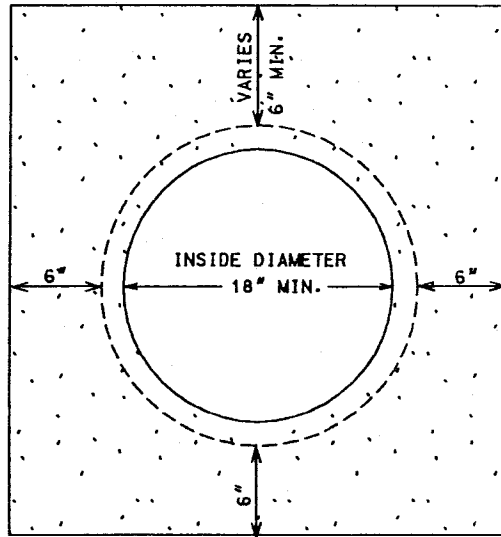

NOTARY PUBLIC, STATE OF TEXAS



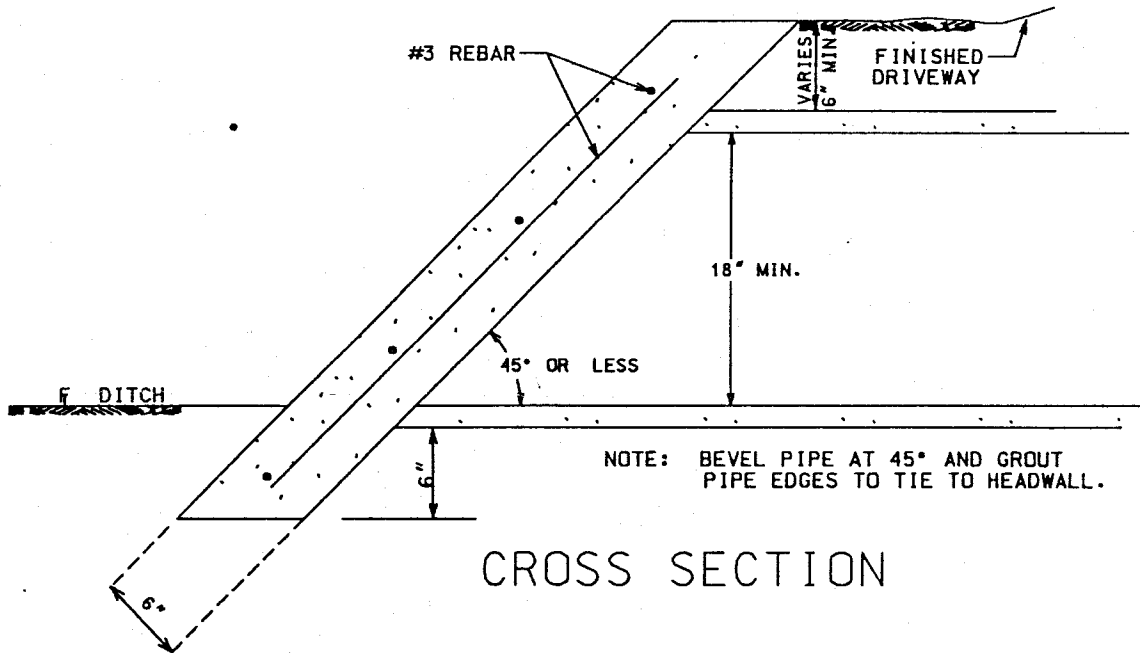
RETURN TO:

HOWARD R. MAREK
HOUSTON, MAREK & GRIFFIN, L.L.P.
P.O. Box 2329
Victoria, Texas 77902
cathy\brown.ac\lakeview section ii restrictions

DRIVEWAY CULVERT HEADWALL DETAIL



END VIEW



CROSS SECTION

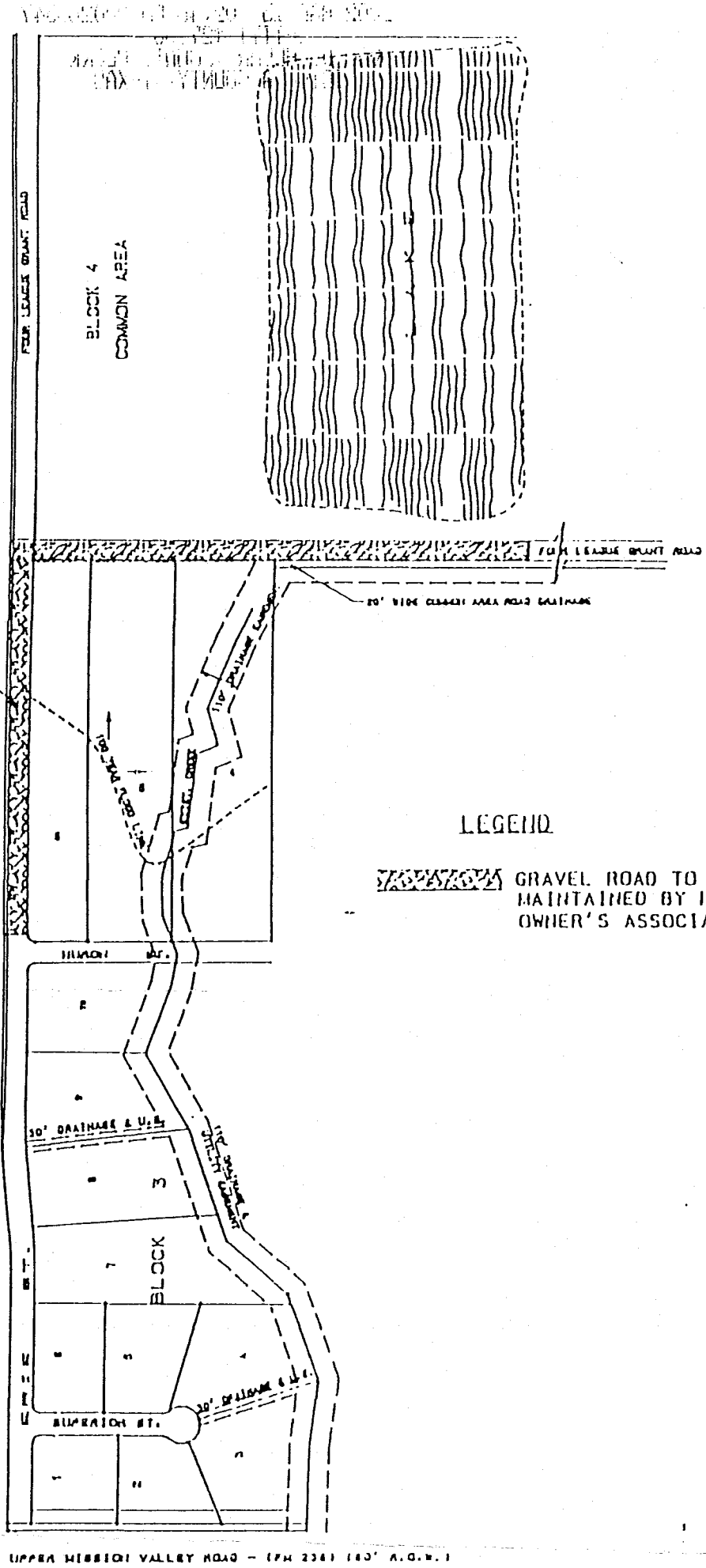
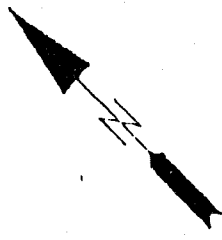
SCALE: 1" = 1'
B36-EXH

AES

Associated Engineers & Surveyors

2881 E. Sabana, Suite 186 P.O. Box 4256 Victoria, Tx. 77983 0512575-6474

"EXHIBIT A"



LEGEND

 GRAVEL ROAD TO BE MAINTAINED BY HOME OWNER'S ASSOCIATION

LAKEVIEW SUBDIVISION SECTION 1
HOME OWNER'S ASSOCIATION