WATERVIEW COMMUNITY ASSOCIATION, INC. USE RESTRICTIONS

Amended and Restated

The following restrictions shall apply to all of the WaterView Community until such time as they are amended, modified, repealed or limited pursuant to Article III of the Declaration.

- I. <u>General.</u> The WaterView Community shall be used only for residential, recreational, and related purposes consistent with the Declaration and any Supplemental Declaration.
- II. <u>Restricted Uses, Restricted Activities and Prohibited Conditions.</u> The following activities are prohibited within the WaterView Community unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:
 - 1. Temporary and Ancillary Structures; Building Materials.

No temporary dwelling, workshop, trailer, tent, canopy, carport, shack, barn, out-building, mobile home, or any structure or improvement of a temporary character shall be placed or constructed on any Lot without ARC (Architectural Review Committee) prior written approval. Children's playhouses, dog houses, greenhouses, gazebos, and buildings for storage of lawn maintenance equipment shall be permitted only if approved in writing as to type, character, and location on the Lot by ARC prior to their construction or placement on a Lot; provided, any such improvements that are not visible from any street, Golf Course, or any Common Area shall be approved. Any such structure or improvement must be approved by the ARC in accordance with Article IV.

The storage or placement of building material of any kind or character upon any Lot or other property is prohibited; provided, the storage of such material is permitted during any period that approved improvements are being constructed on the Lot, and only if such material is placed within the property lines of the Lot, upon which the improvements are being erected. Notwithstanding the foregoing, a Builder or contractor may have temporary improvements such as a construction trailer on a given Lot during the construction period but only as permitted by the Board.

Parking and Prohibited Vehicles.

(a) Parking on Lots. Vehicles may be parked only in garages or on a driveway serving a Lot; provided, however, All trucks or other vehicles in excess of one ton, boats, marine crafts, aircrafts, recreational vehicles, unattached pick-up campers, travel trailers, motor home, camper body, or similar vehicles or equipment must be stored inside an enclosed garage and completely concealed from public view while parked in the WaterView Community.

Notwithstanding the foregoing, any vehicles which are used by builders and contractors during the construction of improvements within the WaterView Community shall be permitted, and moving vans and delivery and other service vehicles are permitted within the Waterview Community during the process of moving into and out of the WaterView Community or when performing deliveries or other services.

(b) Prohibited and Inoperable Vehicles. No vehicle of any size which transports flammable or explosive cargo may be kept within the WaterView Community at any time. No inoperable vehicles of any kind or similar equipment shall be parked or stored on any Lot in an area visible from any street nor shall such vehicles or equipment be parked or stored on any street within the WaterView Community. No repair and/or maintenance of a vehicle of any kind or of similar equipment shall be conducted on any Lot unless such repair and/or maintenance is conducted entirely within an enclosed garage and completely out of public view. All vehicles parked on any Lot within public view shall be in good operating condition, shall have current license plates, inspection stickers and registrations, and shall be used as motor vehicles on Texas streets and highways.

3. Animals and Pets

No animals or livestock shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept as pets by the occupants of the Lot. Animals may not be raised, bred, or kept within the WaterView Community for commercial purposes or for food. The purpose of the above restriction on animals is to restrict the use of the Lots so that no Person shall quarter on the premises cows, horses, hogs, guinea fowls, ducks, chickens, turkeys, skunks, or any other animals that may interfere with the quietude, health, or safety of the community. Notwithstanding anything to the contrary contained herein, no more than three household pets will be permitted on each Lot.

Pets must be restrained or confined by their Owner to the back yard of the applicable Lot, inside a fenced area, or within the residence erected thereon. Pets may be walked outside of such areas, or outside of the Lot, only if such pet is restrained by a leash. It is the Owner's responsibility to keep the front of their Lot clean and free of pet feces. If a pet deposits its feces in the yards of others or on any street, Common Area, Golf Course, or any other land within the Waterview Community (excluding the back yard or side yard of the residence to which such pet belongs), it is the responsibility of the owner of such pet to pick up after his or her pet and properly dispose of all feces. All animals must be properly tagged for identification.

4. <u>Dumping and Removal of Trash and Debris.</u>

- (a) <u>Dumping and Removal of Brush.</u> No Lot or other area within the WaterView Community shall be used as a dumping ground for tree branches, brush, grass clippings, trimmings from shrubbery, or any other similar matter. No Owner may place tree branches, brush, grass clippings, trimmings from shrubbery, or any other similar matter on his or her Lot more than three days prior to the date on which same shall be picked up and removed from the Lot and properly discarded.
- (b) <u>Dumping and Removal of Rubbish.</u> No Lot or other area within the WaterView Community shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars or other vehicles, or discarded appliances, furniture, building materials, or any other unsightly matter. No Owner may place or permit the placement of any rubbish or unsightly materials including, without limitation, broken or rusty equipment, disassembled or inoperative cars or other vehicles, or discarded appliances, furniture or building

materials on the exterior portion of his or her Lot for any period of time. Any such items must be hauled off the Lot and may be placed outside for pickup no earlier than the day such rubbish is picked up and removed from the Lot. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay.

(c) Regular Garbage Pickup. Trash, garbage, or other waste shall not be kept on a Lot except in sanitary containers approved by the city or city engaged contractor. Garbage containers shall be permitted only in the front yard of any residence and only on the day(s) such garbage is to be picked up. Such container must then be removed from the front yard no later than the evening on the day of such pick up. Other than as provided in the immediately preceding sentence, garbage containers must be concealed from view when standing on the golf course, when standing on common area and when standing on the street viewing the front elevation of the residence.

Fences.

The only fences permitted within the WaterView Community are those fences provided for in the Design Guidelines. Subject to the Design Guidelines, fencing shall be maintained by the Owner(s) of the Lots on which such fence borders.

- (a) Lots Requiring Wrought Iron Fencing Pursuant to the Design Guidelines. All wrought iron fencing must be six feet (6') tall, black, and, when needed, must be repainted black by the Owner(s) of the Lot(s) on which such fence borders. No wood fence, cyclone fence, dog run, or other fence shall be permitted on that part of any Lot which contains wrought iron fencing. The purpose of all wrought iron fences is to maintain visibility to and from each side. Therefore, no wall, fence, trellis, or privacy screen of any type shall be placed on or near any wrought iron fence in any way which will obstruct the visibility through the fence from either side. However, for Lots adjacent to the golf course, landscaping along or inside of wrought iron fences on the side property line are permitted so long as such landscaping does not create a solid screen or barrier and does not exceed four feet (4') in height.
- (b) Lots Requiring Stockade Fencing Pursuant to the Design Guidelines. All wood stockade fencing must at all times be maintained by the Owners of the Lots on which such fence borders. The maintenance of such fencing shall include, but not be limited to (i) sealing and resealing, (ii) immediately replacing and repairing missing or loose wood slats, and (iii) immediately repairing or replacing such fences as necessary, including when a fence is leaning or in other need of repair.

6. Air Conditioning Units and Similar Equipment.

(a) <u>Air Conditioning Units.</u> No window air conditioning unit or evaporative cooler may be installed in any residence. No air-conditioning apparatus shall be installed on the ground in front of a residence or on the side of the residence in view of any public street. All air-conditioning equipment must be installed in the rear yard or on the side yard and it must be screened so that the unit is not visible from the front elevation and, if a corner Lot, from the side of the house.

(b) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed in any residence unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC pursuant to applicable law. No windmills, wind generators, or other apparatus for generating power from the wind shall be erected or installed on any Lot without first obtaining the express written consent of the Board.

7. Garage Sales.

Each Lot is limited to two days per year during which a garage sale may be held on the Lot. The hours of any garage sale may not exceed 8:00 a.m. to 6:00 p.m., and such sales may be held on Fridays and Saturdays only. Sales may be held in the backyard, garage, patio or driveway, but not in the front yard. Signs advertising garage sales may not exceed two square feet in size and may be placed on the premises of the sale during the hours of the sale only. Placement of signs anywhere else is strictly prohibited.

8. Signs.

- (a) <u>Signs on Common Areas and Public Property.</u> Signs of any type (including, but not limited to, garage sale signs, open house signs, and for sale signs), are prohibited on public property within the WaterView Community, including, but not limited to, parks, parkways, medians, utility poles, and the Common Areas; provided, the Association may install signs on the Common Area and public property so long as the quality of such sign, the purpose for such sign, and placement of same is first approved by the Board.
- (b) Signs on Private Property. No sign of any kind shall be displayed to the public view on any Lot, except one professional security service sign of not more than one square foot, one sign of not more than five square feet advertising the property for rent or sale, political signs during election periods only, as permitted by the City, each of which shall, in any event, comply with the Design Guidelines, all other design criteria of the WaterView Community, and all statues, laws, or ordinances governing same. Signs advertising garage sales are permitted only as provided in paragraph 7 above. All other signs on any Lot are prohibited. The Board or its agents shall have the right to remove any sign, billboard, or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or otherwise in connection with such removal.

9. <u>Clotheslines.</u>

The drying of clothes in public view is prohibited. The Owners and occupants of any Lots having a wrought iron fence may not install a clothesline on any part of their Lot. The Owners and occupants of any Lots having a backyard which is screened completely by a wood stockade fence may install a clothesline so long as it is not visible from any other Lot, street, Golf Course, park, or other Common Area.

10. Pools.

No above-ground swimming pools shall be erected, constructed, or installed on any Lot; provided, a jacuzzi, whirlpool, or spa shall not be considered an above-ground pool for the purposes of this section and may be installed on a Lot if approved in writing in accordance with Article IV.

11. Removal of Trees.

No trees in any front yards and no trees in rear yards adjacent to the Golf Course (except for those which are diseased or dead or create a safety hazard) shall be removed except upon written consent from the ARC in accordance with Article IV. In the event of an intentional or unintentional violation of this provision, the Board or the ARC may require that the violator replace the removed tree with one or more comparable trees of such size and number and in such locations as such Board or ARC, in their sole discretion, may determine necessary to mitigate the damage.

12. <u>Drilling</u>.

No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted in, on, or within the WaterView Community, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any part of the WaterView Community. No derrick or other structure designed for using in quarrying or boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted within the WaterView Community.

13. <u>Leasing of Lots.</u>

For purposes of this paragraph, "Leasing" is defined as regular, exclusive occupancy of a Lot by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing and must be of a term no less than six months. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Use Restrictions and Rules, and all amendments thereto.

14. Prohibitions.

The following activities and/or conditions are prohibited within the WaterView Community:

- (a) Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots.
- (b) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation.
- (c) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot.

- (d) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots.
 - (e) Outside burning of trash, leaves, debris or other materials.
 - (f) Use or discharge of firecrackers and other fireworks.
- (g) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes.
- (h) Dumping grass clippings, leaves, or other debris; petroleum products; fertilizers; or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the WaterView Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff.
- (i) Accumulation of rubbish, trash, or garbage except between regular garbage pickups, and then only in approved containers.
- (j) Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.
 - (k) The subdivision of a Lot into two or more lots is prohibited.
- (1) Swimming or the use of personal flotation devices on ponds and streams within the WaterView Community, except that fishing shall be permitted in areas designated by the Board and subject to such restrictions as may be imposed by the Board. The Association shall be permitted and shall have the exclusive right to draw water from lakes, ponds, and streams within the WaterView Community for purposes of irrigation. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the WaterView Community.
- (m) Use of any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years is prohibited.
- (n) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge.
- (o) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and for operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV.

(p) Any business, trade, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the WaterView Community; (iii) the business activity does not involve door-to-door solicitation of residents of the WaterView Community; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the WaterView Community which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the WaterView Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the WaterView Community, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

- (q) Capturing, trapping, or killing wildlife within the WaterView Community, except in circumstances posing a threat to safety or a nuisance in the WaterView Community.
- (r) Any activities which result in unreasonable levels of sound or light pollution; provided, this restriction shall not restrict or prevent the Association from operating recreational facilities or other amenities on the Common Areas in a manner consistent with their intended use.
- (s) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Article IV.
- (t) Operation of motor vehicles on sidewalks, trails, pathways, parks, or any common areas maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes.
- (u) Any construction, erection, placement, or modification of anything, permanently or temporarily, on the exterior portion of any improvement on a Lot or elsewhere on a Lot, whether improved or unimproved, if visible from any street or the Common Area, except in strict compliance with the provisions of Article IV of the Declaration including the Design Guidelines. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers, and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind.
- (v) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the WaterView Community.

become rusty, dilapidated or otherwise fallen into disrepair.
•
These <u>Amended and Restated Use Restrictions</u> are intended to replace all previously filed <u>Use Restrictions</u> for WaterView such that these <u>Amended and Restated Use Restrictions</u> shall constitute the current <u>Use Restrictions</u> for WaterView, and they shall remain in effect until revised, amended, modified or rescinded by the Board of Directors.
APPROVED BY THE BOARD OF DIRECTORS on the 10th day of November, 2014.
WATERVIEW COMMUNITY ASSOCIATION, INC.
By: famil
Director

Structures, equipment, or other items on the exterior portions of a Lot which have

(w)

ELECTRONICALLY RECORDED 201400295066 11/18/2014 02:27:23 PM DEDICATION 1/37

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr. Henry Oddo Austin & Fletcher, P.C. 1700 Pacific Avenue Suite 2700 Dallas, Texas 75201

TWELFTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENTS FOR WATERVIEW COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS §

§ Ş COUNTY OF DALLAS

The undersigned, as attorney for the WaterView Community Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property within the WaterView Community in Rowlett, Texas, as set forth on Exhibit "B" attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- WaterView Community Association, Inc. Use Restrictions [Amended and Restated] (Exhibit "A-1"); and
- WaterView Community Association, Inc. Design Guidelines [Amended and Restated] (Exhibit "A-2").

All persons or entities holding an interest in and to any portion of property within the WaterView community are subject to the foregoing dedicatory instrument.

IN WITNESS WHEREOF, the WaterView Community Association, Inc. has caused this Twelfth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the Office of the Dallas County Clerk, serves to replace any previously recorded dedicatory

instruments covering the same subject matter, and further serves to supplement, only to the extent necessary, that certain Certificate and Memorandum of Recording of Association Documents for Waterview Community Association, Inc. filed on December 3, 2008, as Instrument No. 20080378811 in the Official Public Records of Dallas County, Texas, that certain First Supplemental Certificate and Memorandum of Recording of Association Documents for Waterview Community Association, Inc. filed on June 3, 2009, as Instrument No. 200900157922 in the Official Public Records of Dallas County, Texas, that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Waterview Community Association, Inc. filed on December 22, 2011, as Instrument No. 20110 0333233 in the Official Public Records of Dallas County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Waterview Community Association, Inc. filed on January 23, 2012, as Instrument No. 201200018756 in the Official Public Records of Dallas County, Texas; that certain Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Waterview Community Association, Inc. filed on March 21, 2012, as Instrument No. 201200080506 in the Official Public Records of Dallas County, Texas; that certain Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Waterview Community Association, Inc., filed on February 5, 2013, as Instrument No. 201300035417 in the Official Public Records of Dallas County, Texas; that certain Sixth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Waterview Community Association, Inc., filed on April 3, 2013, as Instrument No. 201300102013 in the Official Public Records of Dallas County, Texas; that certain Seventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Waterview Community Association, Inc., filed on April 29, 2013, as Instrument No. 201300131858 in the Official Public Records of Dallas County, Texas; that certain Eighth Supplemental Certificate

and Memorandum of Recording of Dedicatory Instruments for Waterview Community Association, Inc., filed on October 1, 2013, as Instrument No. 201300310918 in the Official Public Records of Dallas County, Texas; that certain Ninth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Waterview Community Association, Inc., filed on November 18, 2013 as Instrument No. 201300355719 in the Official Public Records of Dallas County, Texas; that certain Tenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Waterview Community Association, Inc., filed on April 22, 2014, as Instrument No. 201400092825 in the Official Public Records of Dallas County, Texas; and that certain Eleventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Waterview Community Association, Inc., filed on May 12, 2014, as Instrument No. 201400116084 in the Official Public Records of Dallas County, Texas. The Amended and Restated Use Restrictions attached hereto shall serve to replace, in its entirety, the Initial Use Restrictions attached as Exhibit B to the Declaration of Covenants, Conditions and Restrictions for The WaterView Community, filed on July 7, 1998, and recorded in Volume 98131, Page 00543, et seq. of the Official Public Records of Dallas County, Texas.

WATERVIEW COMMUNITY

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the WaterView Community Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 18th day of

Notary Public, State of Texa

November, 2014.

EXHIBIT B

Those tracts and parcels of real property located in the City of Rowlett, Dallas County, Texas and more particularly described as follows:

- (a) All real property subject to the Declaration of Covenants, Conditions and Restrictions for The WaterView Community, executed by Snapdragon Properties Associates, L.P., as Declarant, recorded on July 7, 1998, in Volume 98131, Page 00453, et seq., in the Real Property Records of Dallas County, Texas, and any other applicable refilings or replatings thereof or amendments, corrections or supplements thereto; and
- (b) All lots and tracts of land situated in WaterView, PHASE ONE, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98203, Page 10, Map Records, Dallas County, Texas; and
- (c) All lots and tracts of land situated in WaterView, PHASE TWO, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98203, Page 9, Map Records, Dallas County, Texas; and
- (d) All lots and tracts of land situated in WaterView, PHASE THREE, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98203, Page 8, Map Records, Dallas County, Texas; and
- (e) All lots and tracts of land situated in WaterView, PHASE 4A, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 99083, Page 88, Map Records, Dallas County, Texas; and
- (f) All lots and tracts of land situated in WaterView, PHASE 4B, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 99137, Page 723, Map Records, Dallas County, Texas; and
- (g) All lots and tracts of land situated in WaterView, PHASE 5A, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 99191, Page 423, together with a replat thereof recorded in Volume 2000097, Page 908, Map Records, Dallas County, Texas; and
- (h) All lots and tracts of land situated in WaterView, PHASE 5B, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2000151, Page 2744, Map Records, Dallas County, Texas; and
- (i) All lots and tracts of land situated in WaterView, PHASE 5C, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof

- recorded in Volume 2001129, Page 01092, Map Records, Dallas County, Texas; and
- (j) All lots and tracts of land situated in WaterView, PHASE 5D, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2000093, Page 03565, Map Records, Dallas County, Texas; and
- (k) All lots and tracts of land situated in WaterView, PHASE 6A, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2000151, Page 2738, Map Records, Dallas County, Texas; and
- (l) All lots and tracts of land situated in WaterView, PHASE 6B, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2000151, Page 2741, Map Records, Dallas County, Texas; and
- (m) All lots and tracts of land situated in WaterView, PHASE 6C, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2002040, Page 00011, Map Records, Dallas County, Texas; and
- (n) All lots and tracts of land situated in WaterView, PHASE 7, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001001, Page 143, Map Records, Dallas County, Texas; and
- (o) All lots and tracts of land situated in WaterView, PHASE 8A, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001058, Page 00111, Map Records, Dallas County, Texas; and
- (p) All lots and tracts of land situated in WaterView, PHASE 8B, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2002229, Page 102, Map Records, Dallas County, Texas; and
- (q) All lots and tracts of land situated in WaterView, PHASE 8C, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2003102, Page 68, Map Records, Dallas County, Texas; and

- (r) All lots and tracts of land situated in WaterView, PHASE 9, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2004019, Page 89, Map Records, Dallas County, Texas; and
- (s) All lots and tracts of land situated in WaterView, PHASE 10, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001076, Page 02955, Map Records, Dallas County, Texas; and
- (t) All lots and tracts of land situated in WaterView, PHASE 11A, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001076, Page 02961, Map Records, Dallas County, Texas; and
- (u) All lots and tracts of land situated in WaterView, PHASE 11B, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001058, Page 00114, Map Records, Dallas County, Texas; and
- (v) All lots and tracts of land situated in WaterView, PHASE 12, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001076, Page 02959, Map Records, Dallas County, Texas; and
- (w) All lots and tracts of land situated in WaterView, PHASE 13, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2002229, Page 104, Map Records, Dallas County, Texas; and
- (x) All lots and tracts of land situated in WaterView, PHASE 14, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2004221, Page 208, Map Records, Dallas County, Texas; and
- (y) All lots and tracts of land situated in Villas at WaterView, PHASE 1, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98158, Page 00608, Map Records, Dallas County, Texas; and
- (z) All lots and tracts of land situated in Villas at WaterView, PHASE 2, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98158, Page 00609, Map Records, Dallas County, Texas; and

(aa) All lots and tracts of land situated in Villas at WaterView, PHASE 3, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98158, Page 00612, Map Records, Dallas County, Texas.

Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 11/18/2014 02:27:23 PM \$170.00 201400295066