

DWG NO.	14277-C
DATE	04/17/01
SCALE	1"=200'
PROJECT	102 N. COLLEGE, KILLEEN, TEXAS (254) 634-5541
CLIENT	MITCHELL & ASSOCIATES, INC.
DESIGNED BY	W. Mitchell
CHECKED BY	W. Mitchell
DATE	04/17/01
PROJECT	102 N. COLLEGE, KILLEEN, TEXAS (254) 634-5541
CLIENT	MITCHELL & ASSOCIATES, INC.

**16.852 ACRES  
REPLAT OF  
WATERS EDGE ADDITION  
BELL COUNTY, TEXAS**

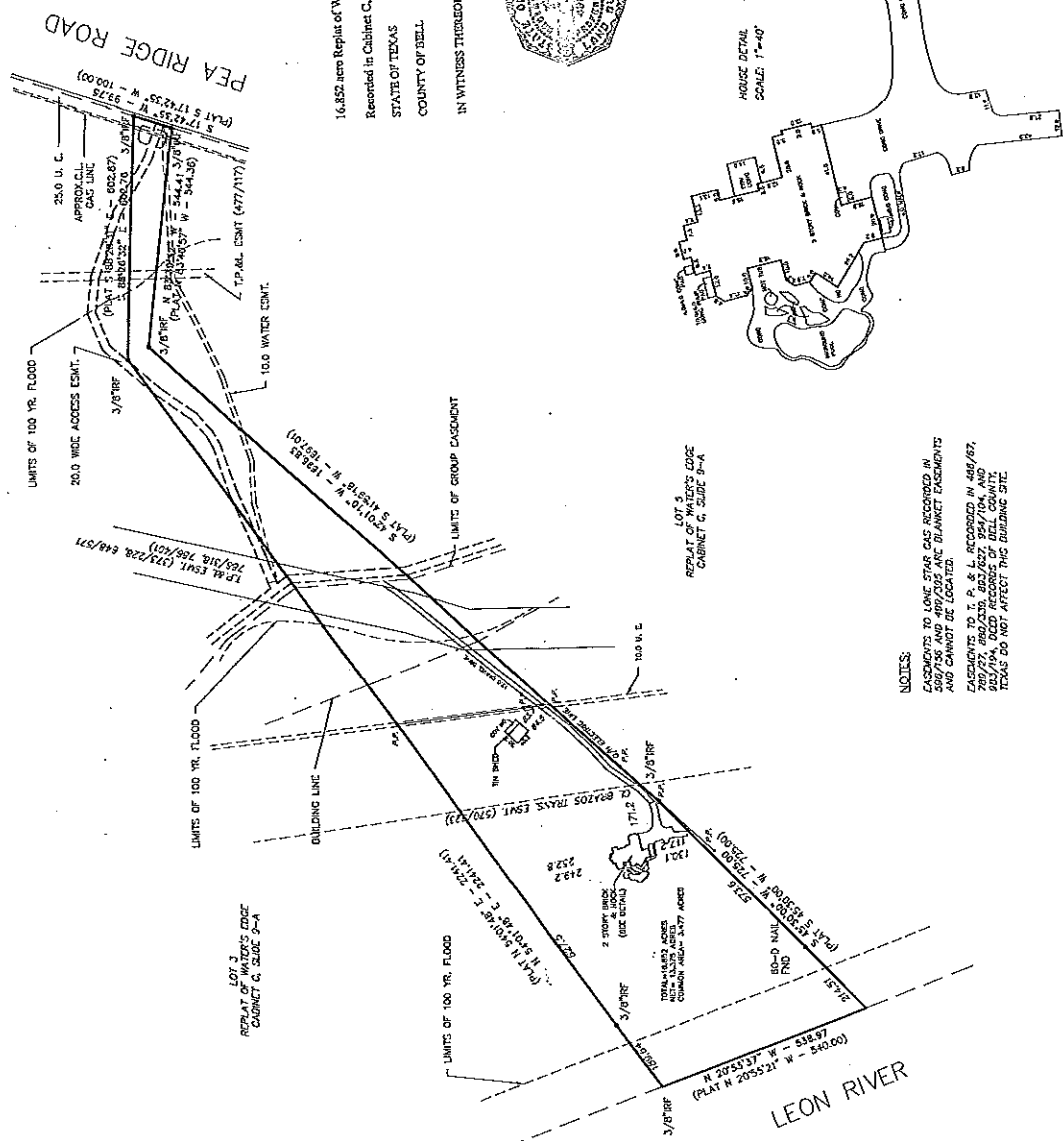
REV.	DATE	REVISIONS
1	05/03/00	ADD HOUSE & BARN
2	05/03/00	REPLATED HOUSE AND CONC

16.852 acre Replat of Water's Edge Addition, Bell County, Texas.  
Recorded in Cabinet C, Side 3-A, Plat Records of Bell County, Texas.  
KNOW ALL MEN BY THESE PRESENTS, that I, Gary W. Mitchell, Registered Professional Engineer and Land Surveyor, do hereby certify that the same to be surveyed on the County of Bell.

*Gary W. Mitchell*  
Registered Professional Engineer and Land Surveyor, No. 4982

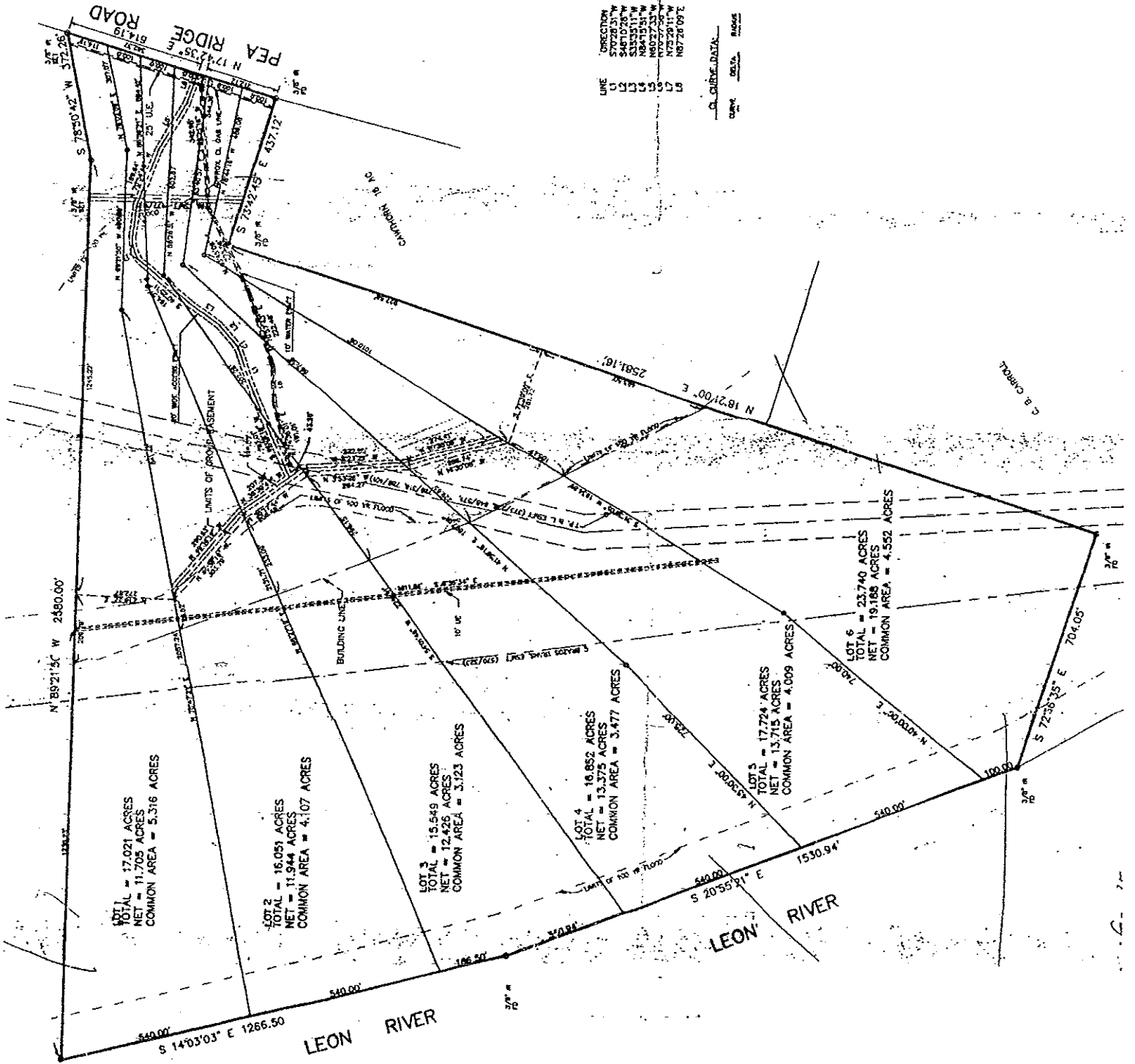


IN WITNESS WHEREOF, my hand and seal this the 2nd day of May, 2001, A. D.



**NOTES:**  
EASEMENTS TO LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

SCALE: 1"=200'



LOT 1  
 TOTAL = 17,021 ACRES  
 NET = 11,705 ACRES  
 COMMON AREA = 5,316 ACRES

LOT 2  
 TOTAL = 16,051 ACRES  
 NET = 11,944 ACRES  
 COMMON AREA = 4,107 ACRES

LOT 3  
 TOTAL = 15,549 ACRES  
 NET = 12,425 ACRES  
 COMMON AREA = 3,123 ACRES

LOT 4  
 TOTAL = 16,852 ACRES  
 NET = 13,375 ACRES  
 COMMON AREA = 3,477 ACRES

LOT 5  
 TOTAL = 17,724 ACRES  
 NET = 13,715 ACRES  
 COMMON AREA = 4,009 ACRES

LOT 6  
 TOTAL = 23,740 ACRES  
 NET = 19,188 ACRES  
 COMMON AREA = 4,552 ACRES

LINE	DESCRIPTION	DISTANCE
1	S 70°23'11" W	54.21
2	S 84°10'31" W	106.74
3	N 84°15'51" W	80.15
4	N 60°27'33" W	53.02
5	N 72°28'11" W	33.00
6	N 87°28'09" E	105.27

— CURVE DATA —  
 CURVE DATA: BEARS, RADIUS, CHORD

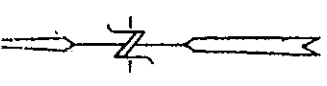


EXHIBIT A

ADDENDUM

Deed restrictions on 106.938 acres out of 683.43 acres, Baldwin Robertson Survey, abstract #A-17, Bell County, Texas a portion of which was this day conveyed by VWB Trust to \_\_\_\_\_

The property conveyed is divided into two classifications as depicted in the attached plat "Exhibit B":

\_\_\_\_\_ acres of which \_\_\_\_\_ acres is included in the total 24.584 acre "common area" and \_\_\_\_\_ acres to be held privately by the Grantees.

The two classes of property will be referred to herein as "Common" and "Private" for identification purposes.

VWB Trust makes and imposes the following restrictions, covenants and limitations regarding the "Private" property:

1. The property may be used for residential purposes only. A barn or shed may be placed on the property provided it is painted metal or wood and not "galvanized" tin or metal.
2. No trailer house or trailer, mobile home, basement, tent, shack, or garage shall ever be used as a dwelling, temporary or permanent.
3. All residences shall contain no less than two thousand five hundred (2,500) square feet of living area.
4. No existing building, trailer, mobile home, dwelling, tent, shack or other portable building shall be moved on the property for use as a dwelling.
5. Construction of residences is limited to structures of not less than fifty percent (50%) masonry, masonry veneer, rock or stucco, exclusive of windows and doors, on the first floor.
6. Each mailbox shall be enclosed in a common design on Pea Ridge Road. Such facility to be designed and provided by the Developer and the U.S. Post Office.
7. No building or any part thereof, such as a porch, landing, etc. shall be erected nearer than thirty feet (30') from any property line.

8. All restrictive covenants and conditions shall apply to future remodeling of an addition to buildings and to rebuilding in case of total or partial destruction of any existing structure.
9. No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
10. Farm animals and household pets may be kept on the private property, provided the property is fenced. No commercial feeding or feed-lot operation is allowed at any time. All animals which are allowed on the premises by these restrictions shall not be allowed to roam the adjoining properties unattended, and must be kept in fenced enclosures, cages, or on a leash at all times.
11. No property shall be used or maintained as a dumping ground.
12. No open or outdoor privies shall be placed or permitted to be placed on the property.
13. No sign or poster of any kind shall be allowed on the property except a sign of not more than four (4') square feet in area advertising the property for sale or rent, or sign used by a builder to advertise construction on the property.
14. No oil, gas or other mineral operations of any nature shall be permitted on the property including the buildings, wells, tanks, excavations or derricks connected therewith.
15. No individual water supply systems shall be permitted on the property unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Temple, Texas and the Bell County Health Department.
16. No individual sewage disposal system shall be permitted on any property unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the City of Temple, Texas, and the Bell County Health Department.

24. Developer reserves the right to grant variances to these restrictions provided such variances in the opinion of Developer do not detract from the overall quality of the property.

VWB Trust makes and imposes the following restrictions, covenants and limitations regarding the 24.584 acres "Common" property:

1. No fences, signs or any other improvements may be placed within the "Common" property by any individual owner, except those specifically allowed within these provisions and restrictions.
2. Each owner of the Six Properties shall have equal rights to any area within the "Common" property regardless of legal title to the property.
3. There may be only one entrance from the "Common" property to Pea Ridge Road for Lots 1, 2, 3, 4, 5 and 6; Replat of Water's Edge Addition, according to the map or plat of record in Cabinet C, Slide 9-A, plat records of Bell County, Texas ("Six Properties") to use for access to their respective properties.
4. Easements may be designated by VWB Trust to cross the "Common" property in the future and as shown on "Exhibit B" or as deemed necessary by VWB Trust for the benefit of any or all Six Properties.
5. A private water line to each of the Six Properties is to be placed in a common trench. Each tract owner will be responsible for his individual line in the "Common" property, as well as his "Private" property.
6. Any repairs to the private road on the "Common" property would be shared equally between the owners of the Six Properties.
7. The assessments imposed upon each of the Six Properties will be applied annually to be used toward expenses in maintaining the "Common" property, streets, recreational facilities, and any other things necessary or desirable in the opinion of the majority to be of general benefit to the owners or occupants of the Six Properties.

Grantor hereby retains and assigns to the Association (hereinafter defined) a lien for the purpose of securing payment of said charge, which lien is and shall be assigned to the Association, without recourse on Grantor in any manner for the payment of said charge or indebtedness. No assessment shall ever accrue or be chargeable to the "Common" property.

8. For identification purposes, the private association of the Six Property ownerships will be called Waters Edge Association ("Association").
9. The assessments levied by the Association as to any "Common" property will be used exclusively to promote the recreation, health, safety and welfare of the owners of the Six Properties (including but not limited to the maintenance of the "Common" property and the private drive connecting the entrance on Pea Ridge Road to each of the Six Properties).
10. In addition to the annual assessment authorized above, the Association may levy as to each of the Six Properties, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstructions, repair, or replacement of a capital improvement upon or related to the "Common" property provided that such assessment shall have the assent of two-thirds (2/3) of the aggregate of the votes of the Six Properties (each property representing one vote).
11. Any additional rules or regulations regarding any activities allowed or any other decisions regarding the use of the "Common" property may be enacted by a majority vote of the Six Property owners.
12. A vote on any subject may be made at the annual called meeting in January of each year or by written petition at any time.

Until January 1 of the year immediately following the conveyance of the first property to an Owner (other than VWB Trust), the annual assessment shall be Two Hundred dollars (\$200.00) per property. From and after January 1 of the year immediately

following the conveyance of the first property to an Owner (other than VWB Trust), the annual assessment of not less than \$200.00 shall be determined by the Association. All assessments shall be uniform as to each lot of the Six Properties.

Each property shall commence to bear its assessment on the date of the first property sale (and if said date is other than the first day of any assessment period, the assessment for said period shall be prorated accordingly). The Association shall allocate the amount of the annual assessment against each property at least thirty (30) days in advance of the commencement of each annual assessment period, which period may be established by the Association, but shall contain twelve (12) calendar months.

Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot have been paid.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his property or abandonment of his property.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage upon any property. The sale or transfer of any property shall not affect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability of any assessments thereafter becoming due or from the lien securing the payment of the same.

Every Property Owner shall have a beneficial interest of use and enjoyment in and to the "Common" property and such interest shall be appurtenant to and shall pass with the title to every property subject to the following provisions:

(a) The right of the Association to publish rules and regulations governing use of the "Common" property and improvements and facilities located thereon, and to establish penalties for infractions thereof;

(b) The right and duty of the Association to suspend the voting rights of an Owner for (1) any period during which any assessment against the Owner's property remains unpaid, and for (2) a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the "Common" property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the aggregate of the votes of membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every owner of the Six Properties not less than fifteen (15) days nor more than fifty (50) days in advance of any action taken; provided, however, that as used herein the right of the Association to dedicate or transfer part of the "Common" property shall not include the right to subdivide or otherwise permit construction or development, or other improvements for sale or commercial use;

(d) The right of the Association to regulate noise within the "Common" property, including, without limitation, the right of the Association to require mufflers on engines or to prohibit the use of devices producing excessive noise;

(e) The right of the Association to control the visual attractiveness of the acres, including and without limitation, the right to require Owners to eliminate objects which are visible from the "Common" property and which, in the Association's judgement, detract from the visual attractiveness of the acres.

The Association or any Owner shall have the right to enforce any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this document. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No other person or entity shall have the right to enforce these restrictions, covenants, conditions, reservations, liens and charges.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

The covenants and restrictions of this document shall run with and bind the "Common" property, for a term of twenty (20) years from the date this document is recorded, after which time they shall be automatically extended (unless terminated as described below) for successive periods of ten (10) years. The document may be amended or declared null and void by an instrument signed by the owners of the Six Properties entitled to cast not less than two-thirds (2/3) of the aggregate of the votes. Any amendment must be recorded in the Official Public Records of Bell County, Texas.

The books, records, and papers of the Association shall, during reasonable business hours, be subject to inspection by any of the owners of the Six Properties.