

**DECLARATION OF COVENANTS, CONDITIONS AND USE LIMITATIONS
FOR
WILDWOOD FOREST**

The covenants, conditions and use limitations hereinafter set forth shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Grantee, Grantee's heirs, legal representatives, successors and assigns, and upon all parties claiming under Grantee, whether by purchase, descent, devise, gift or otherwise, and each party, by the acceptance of title to the Property hereinafter more fully described, or any part thereof, shall be bound by the covenants, conditions, and use limitations set forth herein. The covenants, conditions, and use limitations shall be made a part of each Deed executed by or on behalf of any subsequent grantor conveying the Property by reference to the place of record of this instrument, and by the acceptance thereof, the grantee, and all persons claiming under such grantee, shall be subject to and bound thereby, and each such Deed shall be conclusively held to have been executed, delivered and accepted subject to all of the covenants, conditions, and use limitations set forth herein.

The Property subject to the covenants, conditions and use limitations is more particularly described by metes and bounds on Exhibit "A" of the Deed to which this Declaration is attached.

**ARTICLE I
LAND USE COVENANTS**

1.01. The Property shall be used only for single family residential purposes and for no other purpose. Only one private dwelling designed for the occupancy of one family shall be placed or erected on the Property. This covenant shall be construed to exclude the use of a dwelling or other building on the Property for any commercial, business, industrial or professional purpose.

1.02. A dwelling or other improvement placed or erected on the Property shall be constructed only of new materials, and no used or second-hand building or other structure shall be placed or erected on the Property.

1.03. Outbuildings, other than a detached garage appurtenant to a dwelling or a newly constructed barn or storage shed for materials and equipment shall not be placed or erected on the Property prior to completion of the main dwelling.

1.04. No building material of any kind or character shall be placed or stored on the Property until the owner is ready to commence construction of a dwelling, or other permitted improvement, and then such material shall be placed in proximity to the building site and not within any adjacent road right-of-way or nearer to a property line than fifty (50) feet.

1.05. No structure of a temporary character, camp trailer, mobile home, tent, garage, barn or other outbuilding, or any part thereof, shall be used on the Property as a dwelling, either temporarily or permanently.

1.06. No motor vehicle, equipment or trailer of any type shall be stored on the Property, either temporarily or permanently, nearer to the front Property line than the rear of a dwelling.

1.07. The Property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall the same be allowed to accumulate on the Property. Household garbage shall be kept only in a sanitary container, incinerator or other device designed for the storage and disposal of such material. Sanitary containers shall not exceed fifty-five (55) gallons in size and shall be kept in a clean and presentable condition.

1.08. No animals or fowl shall be raised, kept or bred on the Property, except (i) dogs, cats or other household pets, (ii) one horse or one cow for each acre, or part thereof, comprising the Property, (iii) caged poultry for personal use, and (iv) other livestock (excluding swine and poultry) being raised as a bona fide 4-H or FFA project by school children; provided such pets and other animals shall be properly restrained from wandering away from the Property and shall not become an annoyance or nuisance in the neighborhood.

1.09. No open or pit-type toilet shall be dug, used or maintained on the Property. All lavatories, toilets and bath facilities shall be located indoors. Water wells, septic tanks, grease traps and field lines shall be drilled, constructed or installed in accordance with the statutes, rules, regulations, ordinances and recommendations of Brazoria County and the State of Texas, and other local or state government authorities having jurisdiction over such matters. No septic tank, grease trap or field lines from a septic tank or grease trap shall be installed closer to a property line than one-hundred (100') without the written consent of the Architectural Control Committee, and no field lines from a septic tank or grease trap shall be allowed to drain, either directly or indirectly, into adjoining property, roads, streets, ditches (whether located on or adjacent to the Property), natural drains, creeks or other bodies of water.

1.10. No drainage course (whether natural or manmade) located on or adjacent to the Property shall be altered, filled or obstructed in any manner without the written consent of the Architectural Control Committee, and, there is hereby reserved by Grantor the right (exercisable by the Architectural Control Committee) of ingress and egress upon, over and across the Property with personnel, vehicles and equipment for the purpose of clearing, cleaning, straightening, enlarging or undertaking other procedures necessary to promote the proper flow of surface run-off through any such drainage course. Side and rear lot lines may be used to create drainage swales to aid in drainage of subdivision.

1.11. No noxious or offensive activity shall be engaged in on the Property, nor shall anything be done on the Property which may be or become an annoyance or nuisance in the neighborhood.

1.12. No sign, billboard, poster or other advertising device of any kind shall be erected or maintained on the Property, except one sign not larger than two (2) feet square advertising the Property for sale or rent by the owner or owner's agent.

1.13. The property shall not be divided or subdivided into smaller tracts for the purpose of resale without the written consent of the Architectural Control Committee.

1.14. Notwithstanding any provision hereof the contrary, a recipient of title to a segregated part of the Property by gift, devise or descent, or by order of a Court of competent jurisdiction, may place or erect a private dwelling designed for the occupancy of one family on such segregated part.

ARTICLE II PROPERTY MAINTENANCE REQUIREMENTS

2.01. No wrecked, junked or inoperable motor vehicles or equipment shall be placed, stored or allowed to remain on the Property, nor shall the Property be used for parking or storing motor vehicles (other than automobiles) and equipment used for commercial, industrial or agricultural purposes. The term "inoperable vehicle" as used herein means any motor vehicle not displaying a current license plate and current safety inspection sticker.

2.02. The Property, including the public road right-of-way adjacent to the front Property line, shall be kept and maintained in a neat and orderly condition. In the event the owner of the Property shall fail to so maintain the same, the Architectural Control Committee, through its' agents and contractors, shall have the right to enter upon the Property to cut, trim and remove all unsightly grass, weeds and brush, and place the Property in a neat and orderly condition, for which the owner hereby agrees to pay a reasonable fee.

ARTICLE III BUILDING COVENANTS

3.01. Before construction is begun on the Property, the owner shall construct a driveway from the adjacent public road to the Property in order that trucks or other vehicles will not rut or damage the road ditch. No driveway may be constructed across the road ditch unless a sufficient opening is left under such driveway to permit proper drainage. Concrete drainage culverts of the size and type recommended by the County Engineer of Brazoria County, Texas, shall be installed in accordance with published specifications.

3.02. Any single story dwelling erected on the Property shall have not less than twenty-four hundred (2,400) square feet of floor space in the enclosed living area. A multi-story dwelling shall have not less than fifteen hundred (1,500) square feet of floor space in the enclosed living area on the lower level. Open or screened porches, breezeways or garages shall not constitute enclosed living area.

(a) Guest/Servants House. One guest/servants house may be built provided it matches the same design as main Dwelling and said guest/servants house must contain a minimum of 500 square feet and a maximum of not more than 50% of the square footage of the main dwelling, and be built after or while the main dwelling is being built and be approved in writing by the Architectural Control Committee

3.03. The minimum slab elevation for any dwelling erected on the Property shall be twenty-four inches (24") above the flood plain elevation of the Property, or the minimum slab elevation required for a building permit issued by the Brazoria County Engineer's Office for compliance with Federal Flood Insurance Regulations, whichever elevation is higher.

3.04. No dwelling, garage, outbuilding or other structure shall be placed or erected on the Property nearer to a front or rear property line than one hundred (100) feet or nearer to a side property line than twenty (20) feet.

3.05. No dwelling, garage, outbuilding or other structure placed or erected on the Property shall be permitted to encroach upon a utility easement or drainage easement to which the Property may in any manner be made subject.

3.06. No dwelling, garage, outbuilding or other structure shall be placed or erected on the Property nearer to a pipeline right-of-way than twenty (20) feet.

3.07. All exposed wood or prefabricated surfaces shall be painted immediately upon completion of construction of the dwelling or other structure. The dwelling shall have a hip or gable roof surfaced with slate, clay tile, metallic panel or three-tab asphalt composition shingles or an equivalent product. No wood shingles shall be allowed. A garage shall be constructed of the same material as the dwelling. Garages may have front, side or rear entries. A garage having an entry facing the front of the Property shall not be located nearer to the front building line than the rear foundation line of the dwelling constructed on the lot.

3.08. Erection of a dwelling, garage, outbuilding or other structure on the Property must commence within four (4) months after approval of the plans and specifications by the Architectural Control Committee, and the exterior of any such dwelling, garage, outbuilding or other structure must be completed within twelve (12) months after construction begins. No dwelling shall be occupied prior to completion of the exterior portion of the dwelling and the installation of adequate indoor toilet facilities.

3.09 Fences may be built on the Property prior to home construction and must be built with new materials. Barbed wire fences may be used in the rear of the dwelling,

but cannot be any closer than the rear of the dwelling along side lot lines. Fences along the front property line must be of masonry, stone, brick, synthetic boards, split rail or treated wood boards and must be kept in a weed-free and attractive condition. All fencing is subject to the approval of the Architectural Control Committee.

ARTICLE IV ARCHITECTURAL CONTROL

4.01. No dwelling, garage, outbuilding or other structure shall be erected, placed or altered on the Property until the construction plans and specifications and a plan showing the location of any such dwelling, garage, outbuilding or other structure has been approved by the Architectural Control Committee hereinafter designated as to harmony of external design with existing structures, location in relation to surrounding structures and topography, and finished grade elevation. The Architectural Control Committee is composed of Davy Roberts, Jimmy Harris and Edward Villien. The mailing address of the Architectural Control Committee is 20351 Hwy. 6, Manvel, TX 77578, or such other address as may be subsequently designated. The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to receive any compensation for services performed pursuant to this covenant.

4.02. Final plans and specifications shall be submitted in duplicate to the Architectural Control Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved", and returned to the owner of the Property. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

4.03. The approval or disapproval of the Architectural Control Committee, as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the action has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4.04. The Architectural Control Committee may authorize variances from compliance with any of the provisions of this Declaration when circumstances such as topography, natural obstructions, property configuration, property size, hardship, aesthetic or environmental considerations may require a variance. The Architectural Control Committee reserves the right to grant variances as to building setback lines, minimum square footage of the dwelling, fences and other items. Such variances must be evidenced in writing and shall become effective when signed by a majority of the members of the Architectural Control Committee. If any such variances are granted, no

violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the Property and particular provisions hereof covered by the variance.

ARTICLE V GENERAL PROVISIONS

5.01. No commercial oil drilling, oil development, oil refining, quarrying or mining operation of any kind shall be permitted upon the Property, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon the Property, and, no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon the Property; provided, however, that this provision shall not prevent the leasing of the subdivision or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the subdivision may be developed from adjacent lands by directional drilling operations or from the Drill Site designated on the subdivision plat.

5.02. Grantor, or any other person shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions and use limitations imposed by the provisions hereof. Failure to enforce any covenant, condition or use limitation herein contained shall in no event be deemed a waiver of the right to do so at any future time.

5.03. Invalidation of any one or more of the covenants, conditions or use limitations herein contained shall in no way affect any other covenant, condition or use limitation, and all such other covenants, conditions and use limitations shall remain in full force and effect.

5.04. The covenants, conditions and use limitations herein contained shall be effective for a term of thirty (30) years after August 1, 2006.

ACCEPTED AND AGREED TO this _____ day of _____,
2006.

