

ARTICLE SIX

WILDLIFE MANAGEMENT AREA

6.01 The property shall be operated as a Wildlife Management Area. All Tracts shall be improved, used, and maintained as an integral part of the Wildlife Management Area in compliance with the Wildlife Management Plan developed by the Declarant.

6.02 Declarant shall designate and appoint an initial Wildlife Management Committee consisting of three (3) or more persons, which committee shall serve to maintain the Property as a Wildlife Management Area. If the committee consists of three (3) or more persons, one-half or more of the members may act for the committee. Declarant may make, but shall not be obligated to make, an irrevocable assignment of its power to designate and appoint the Wildlife Management Committee to the Homeowner's Association. The Wildlife Management Committee shall be chosen from among the members of the Board of Directors of the Homeowner's Association.

6.03 All buildings, fences, driveways or other structures shall be constructed and maintained in accordance with the Wildlife Management Plan. In order to assure that all construction of buildings, fences, driveways and other structures complies with the Wildlife Management Plan, all plans and specifications relating to the constructions of such structures shall be submitted to the Wildlife Management Committee for review and approval in writing. Approval of this Committee shall not be unreasonably withheld.

6.04 In the event that any plans and specifications are submitted to the Wildlife Management Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of Thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

6.05 Each Tract shall be subject to the rules and regulations of Brooking Ranch Homeowners Association concerning the operation of the Property as a Wildlife Management Area. Each Owner of a Tract agrees to make application acceptable to Declarant for his/her Tract to become a Wildlife Management Area.

6.06 In the event an Owner of any Tract shall fail to maintain his/her premises and the improvements thereon in a manner consistent with the Wildlife Management Plan, the Declarant or the Wildlife Management Committee shall have the right to enter upon said Tract and to bring the Tract into compliance with the Wildlife Management Plan at the expense of the Owner. Declarant or the Wildlife Management Committee shall also have the authority to enforce these covenants by legal action. However, prior to entering said Tract the Declarant or Committee shall provide thirty (30) days written notice of the needed work to bring the Tract into compliance with the Wildlife Management Plan.

6.07 Each Owner shall pay a fee ("Fee") per year per Tract to the Brooking Ranch Homeowner's Association for the purpose of compliance with the Wildlife Management Plan, which Fee shall be secured by a continuing lien upon the property against which the Fee is assessed. In the event an Owner owns more than one Tract, the first tract shall bear the full fee and each additional tract shall bear a fee equal to 60% of the Fee at that time. Fees may be increased or decreased by only upon majority vote

of the Homeowner's Association upon written notice to each Owner. Fees shall be due and payable on January 1 of each year or when an Owner purchases a Tract, for the upcoming year. Fees shall be prorated for partial years' ownership.

In the event an Owner does not pay the Fee timely, Declarant may charge interest on the unpaid portion of the fee until paid at the highest rate allowed by law. In the event an Owner refuses to pay the Fee(s), Declarant or the Homeowner's Association may foreclose on Owner's Tract(s) with unpaid Fees and/or sue Owner for collection of the Fee(s). Owner shall be liable for all reasonable attorney's fees and expenses incurred by Declarant or the Homeowner's Association in the collection of the Fee(s), which shall also be secured by the property. Declarant may make, but shall not be obligated to make, an irrevocable assignment of its power to collect Fees to the Homeowner's Association.

ARTICLE SEVEN ARCHITECTURAL CONTROL

Architectural Control Committee

7.01 Declarant shall designate and appoint an initial Architectural Control Committee consisting of three (3) or more persons, which committee shall serve at the pleasure of the Declarant. If the committee consists of three (3) or more persons, one-half or more of the members may act for the committee. Declarant may make, but shall not be obligated to make, an irrevocable assignment of its power to designate and appoint the Architectural Control Committee to the Homeowner's Association. The Architectural Control Committee shall be chosen from among the members of the Board of Directors of the Homeowner's Association.

Approval of Plans and Specifications

7.02 No building, fence, wall, culvert, driveway, parking space, mailbox, enclosure or other structure shall be commenced, erected, materially altered, or maintained upon the Property, nor shall any exterior addition to, or change or alteration therein, be made, until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and finish grade elevation, among other things. However, approval by this committee shall not be unreasonably withheld.

Failure of Committee to Act

7.03 In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of Thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE EIGHT EXTERIOR MAINTENANCE

8.01 In the event an Owner of any Tract shall fail to maintain the premises and the improvements situated thereon in a clean, sanitary, neat, and orderly manner, the Declarant or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Tract and to clean, repair, maintain, and restore the Tract and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner. However, prior to entering said Tract the

Declarant or Committee shall provide thirty (30) days written notice of the needed repair or restoration. In the event that Declarant or the Architectural Control Committee is required to pay for repair or restoration of Owner's tract, Owner shall reimburse Declarant or the Architectural Control Committee within thirty (30) days written notice of the amount due and owing ("expense"). If the expense is not paid within (30) days after the date, the expense shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Declarant or Architectural Control Committee may bring an action at law against the Owner personally obligated to pay the same, or for foreclosure of the lien against the Tract and interest of the responsible Owner, such action to also include costs and reasonable attorney's fees of any such action. No owner shall otherwise escape liability for the expenses provided for herein by non-use of the Property or abandonment of his Tract.

ARTICLE NINE

USE RESTRICTIONS

9.01 Each use restriction set forth below may be modified in the future by Declarant as necessary to operate the Property as a Wildlife Management Area. Declarant may but shall not be obligated to assign its power to modify these use restrictions to the Homeowner's Association, provided that, once Declarant has conveyed all Tracts owned by Declarant, such power shall automatically be assigned to the Homeowner's Association without any further action by Declarant if not already so assigned.

Type of Buildings Permitted

9.02 All Tracts shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Tract other than one single family dwelling not to exceed two (2) stories in height plus any workshops, private garages, barns, and other necessary outbuildings (all such outbuildings not to exceed thirty (30) feet in height), provided, however, that all construction shall be of materials designed and manufactured for finished exterior use on site built residence structures of average or better quality. All non-masonry exterior construction (if any), on any residence or other building must be approved by the Architectural Control Committee. All site-built houses must have a peaked roof.

Minimum Floor Area and Exterior Walls

9.03 Any single story residence constructed on any Tract must have a floor living area of not less than one thousand four hundred (1,400) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages; any residence two (2) stories in height must have a floor living area of not less than one thousand six hundred (1,600) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages; and further provided, that nothing herein shall be construed as prohibiting the erection or siting on the property or the occupancy on the property of not more than one (1) manufactured dwelling house, sometimes called a "double-wide", only to be located on each land Tracts 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25, fronting on Stillman Valley Road. Double-wide homes must be new and shall not be less than one thousand, four hundred (1,400) square feet in size, installed on a permanent, fixed foundation, having a peaked roof, and having a minimum width, exclusive of porches, carports, awning, and the like, of not less than twenty-eight (28) feet with hitches removed and be completely under skirted with vinyl, rock, brick or concrete plaster with continued maintenance after installation.

Barndominiums may also be built on any tract, if structure meets all of the other requirements of the restrictions described herein for a site-built house.

All plans and specification for residential dwellings, other structural improvements, barns and plot plan must be approved in writing by the Declarant and/or The Architectural Control Committee.

Setbacks

9.04 No building shall be located on any of the Tracts nearer to the front lot line than Fifty (50) feet, or nearer than fifty (50) feet to any side street line; except, however, minor variations of the minimum set-back line shall be permitted to allow for preservation and utilization of existing trees or views. No building shall be located nearer than fifteen (15) feet to an interior Tract line. No dwelling shall be located on any of the interior Tracts nearer than twenty (20) feet to the rear Tract line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Tract to encroach upon any other Tract, provided, however that this provision shall not apply to interior Tract boundary lines between contiguous Tracts having a common owner.

A variance may be permitted if a land Tract makes the above setbacks unworkable, but only after the Architectural Control Committee approves such variances.

Dividing of land tract

9.05 No Tract can be surveyed and divided without the written consent of the Declarant.

Easement

9.06 Each owner covenants to provide and hereby grants easements and rights-of-way for existing utility lines and water lines, whether of record or not; easements and rights-of-way shown on Field Notes, other easements and rights-of-ways, if any, shown in the records of the County Clerk of Bell County, Texas; and easements for installation and maintenance of utilities, water lines, water wells, and drainage facilities.

Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, or interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Tract and all improvements thereon shall be continuously maintained by the owner of such Tract, except for improvements for whose maintenance a public authority or utility company is responsible.

Noxious or Offensive Activities Prohibited

9.07 No noxious or offensive activities shall be allowed on the property; nor shall anything be done thereon which may become and annoyance, danger or nuisance to the neighborhood, including hunting, which is not in compliance with the provisions of the Wildlife Management Plan, on any size land tract.

In addition to applicable federal, state and local law, any and all hunting rules and regulations shall be promulgated and enforced by the Wildlife Management Committee on a yearly basis.

Prohibited Residential Use

9.08 No travel Trailer, camping vehicle, basement, tent, shack, garage, barn or other outbuilding erected or situated on any Tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that nothing herein shall prohibit the temporary occupancy of a tent, camping vehicle, or travel trailer which is not permanently situated on a Tract. For purposes of this provision, temporary occupancy shall mean a period of occupancy not longer than forty-five (45) days including any periods of vacancy which commence after the start of the period of occupancy and which are shorter than ten (10) days in length.

No house trailer, modular home, single wide mobile home, or similar manufactured residence structure, shall be erected, parked, or otherwise situated on any Tract for any reason.

No used structure shall be moved on any Tract without the express written consent of the Declarant and/or the Architectural Control Committee.

Manufacturing and Commercial Activity

9.09 No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on or in front of any Tract nor shall such property in any way be used for other than strictly residential purposes. This restriction shall not be construed, however, as preventing the growing of crops or the raising of animals (except as hereinafter provided) which are removed from the Property before sale or which are sold for delivery elsewhere than on the Property, nor shall it be construed as preventing the practice, by a person actually residing on a Tract, of architecture, accountancy, engineering, computer programming, counseling, individualized teaching or tutoring, general or specialized consulting, or of similar or analogous professions or skills; provided, however, that no sales of goods of any kind shall be permitted to be made on any Tract except sales which are only occasional and which are merely incidental to the residential or other permitted use of the Property (a non-commercial garage sale, for example) and, further provided, that not more than two non-resident employees may be employed on any Tract at any one time; and, further provided, that nothing herein shall prohibit an artist or craftsman actually residing on a Tract from producing art or craft objects which are removed from the Property before the sale. This provision shall not preclude Declarant from engaging in commercial activity related to the development, construction and sale of the Property, and Declarant may construct and maintain such facilities as may be reasonably necessary or convenient for such development, construction and sale, including but not limited to, sales offices, construction headquarters, storage areas, water wells, model units, etc. No sign of any kind shall be permitted to identify such practice, profession or skill on any tract except those described and more fully set out in Article 9.21.

Rubbish, Trash and Garbage

9.10 No tract shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Sewage Disposal

9.11 No individual sewage disposal system shall be permitted on any Tract unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of any state, county, or other governmental subdivision or agency having lawful authority pertaining thereto. Approval of the system as installed shall be obtained from that authority.

Clothes Drying Facilities

9.12 Outside Clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed or maintained on any Tract unless they are concealed in such a manner so as not to be visible from streets or from access roads.

Water Supply

9.13 There will be four new water wells drilled down to the lower Trinity by Declarant, and ownership will be conveyed to the property owners as a part of the real property when land tracts are sold and closed. There will be an easement for the four water wells on land tracts 4 & 5, 10 & 11, 18 & 19 and 23 & 24, and for the water lines ran from each water well to seven (7) land tracts. There will be a limit of 1,500 sq. ft. of standard landscape and a limit of 21,750+6,000 gallons of water usage each month for each residence as restricted by Bell County, Clearwater Underground Water Conservation District of Bell County, Texas.

Dams

9.14 Dams may be built on creeks or natural waterways only if:

- (1) Written permission is obtained from owners of land adjacent to such waterways on both sides;
- (2) Such dam will not be built so as to back water upon or inundate the land of another owner, unless a written easement is obtained from such other owner;
- (3) Such dam will not cause the flooding of any roadway;
- (4) Necessary and proper governmental permits are obtained; and
- (5) Such dam is approved in writing by the Wildlife Management Committee as consistent with the Wildlife Management Plan.

Signs

9.15 No signs shall be permitted on unimproved tracts except to identify the tract by legal description. General contractors and sub-contractors may each post one sign on tracts upon which homes are under construction. Owners of improved property (property with a home built on it) or builders, investors or their authorized agent who have constructed "spec homes" may post one sign on the

improved property indicating the property is available for purchase. All signs must be of professional quality and must be approved in advance by the Architectural Control Committee or Declarant.

Water Runoff

9.16 Nothing shall be erected, placed, maintained, done or permitted to remain on any Tract which interferes with surface water runoff in such manner as to cause such water runoff to be diverted across any other Tract or which causes flooding or erosion to any other Tract or to any street or ditch.

Clearing and Burning

9.17 Clearing may be done by Owner, provided that no hardwood trees are removed without the Wildlife Management Committee and Declarant's approval and when said clearing is not in violation of any local State or Federal laws.

Brush and removed trees may be burned only if it is not in violation of any local, State, or Federal laws; the local fire department has no burn ban in effect at that time; it is done during damp weather with low winds, and there is a cleared area around the brush or trees to be burned. A bulldozer or local fire department surveillance is required at the burning sight.

Pollution

9.18 All springs, creeks, ponds, stock tanks, ditches, and gullies, and any water on any Tract shall be kept free of trash, rubbish, garbage, waste, effluent from sewage disposal systems or other waste disposal systems, and all other forms or pollution by the Owner of the Tract.

Animals

9.19 All livestock, dogs, and poultry must be kept penned or fenced-in at all times or must be individually tethered or leashed. No stable, barn, shed, or sty in which livestock are housed or fed; no livestock feeding trough, bin or station; no poultry house, coop or yard; no dog kennel; and no cattery shall be erected, used or maintained on any tract at any time for any purpose within twenty-five (25) feet of the boundary line of any other Tract or within one hundred fifty (150) feet of any roadway. For purposes of the provisions of this Article, the Owner of more than one Tract shall treat all contiguously owned Tracts or parts thereof as if constituting a single Tract. As used herein, the term "livestock" shall include horses, mules, donkeys, calves, heifers, cows, bulls, steers, oxen, bison, sheep, goats, llamas, and similar animals and ostriches, emus, and similar birds. In addition to the numbers of animals, livestock, and poultry otherwise permitted to be kept or maintained on any tract, the natural offspring of such animals, livestock, and poultry may be temporarily kept or maintained for the period of time during which such offspring are normally dependent on a parent for feeding, nurturing, or protection. Except as otherwise provided herein, no animals, livestock, or poultry of any kind shall be raised, bred, kept, or maintained on any Tract at any time for any purpose in violation of the following rules and limitations:

- A. No more than four (4) dogs may be raised, bred, kept or maintained on any Tract.
- B. No more than five (5) cats may be raised, bred, kept or maintained on any Tract.
- C. No swine may be raised, bred, kept or maintained on any Tract, except for 4-H or FFA school supervised programs.
- D. Not more than one (1) head of livestock and ten (10) head of poultry may be raised, bred, kept or maintained on any Tract for each one and one half (1½) acre in size of the Tract.
- E. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or maintained on any Tract in such manner as to cause a safety or health risk or hazard to humans or other animals, livestock, or poultry or in such manner as to cause a noise, odor or other nuisance.
- F. Any livestock or cattle kept or raised in excess of three per five acres must be penned and fed in stalls or corrals unless circumstances are approved with express written consent of Declarant.
- G. No lions, tigers, panthers, bears, or similar animals may be raised, bred, kept or maintained on any Tract.

Prohibited Use and Items

9.20 No wrecked, junked, broken down, or inoperative automobile, truck, bus, motorcycle, or other motor vehicle, boat or trailer, or any part thereof shall be placed or parked or be permitted to remain on or in front of any Tract so as to be visible from any street or highway or from any adjacent Tract.

Travel trailers, campers and motor homes may be placed or parked on a Tract as long as they are not visible from street or they must be in an enclosed garage. They cannot be used as a residence or guest house on any Tracts at any time.

No part of any Tract shall be used or maintained as a place for the acquisition, storage, processing, disposition, or sale of junk, used goods, or bulk materials or goods.

No oil or gas well drilling, oil or gas development operations, oil refining, quarrying, gravel pits, or mining operations of any kind shall be permitted on a Tract, nor shall oil wells, gas wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Tract without the express written consent of Declarant. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Tract without the express written consent of Declarant.

Construction Completion

9.21 Exterior and interior construction of all structures must be completed within twelve (12) months from the date of written approval of plans by the Architectural Control Committee unless an extension is granted by said committee.

ARTICLE TEN

GENERAL PROVISIONS

Enforcement

10.01 The Declarant, any Owner, or the Homeowner's Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

10.02 Invalidity of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. To the extent that any provision of this Declaration conflicts with, or cannot be reconciled with, any applicable loan regulation, rule or guideline of the Farmers Home Administration or Veterans Administration, such regulation, rule or guideline shall control. In such an instance, the remaining provisions of this Declaration shall be unaffected and shall remain in full force and effect.

Duration and Amendment

10.03 The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Declarant, the Owner of any Tract subject to this Declaration, or an association of Owners of Tracts subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years.

The covenants, conditions, and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by the Owner or Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Tracts and thereafter by an instrument signed by the Owner or Owners of not less than fifty-one percent (51%) of the Tracts. This Declaration may be amended from time to time by the Declarant in accordance with the term and provisions hereof until such time as Declarant no longer holds any right, title or interest in and to the Property.