

ARTICLE VI

CONDITIONS AND RESTRICTIONSSection 1. LAND USE AND BUILDING TYPE

No tract shall be used for any purpose except for single family residential or recreational purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses whether from homes, residences or otherwise, and the above described uses of the above described property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in WOOD CREEK ONE. No building shall be erected, altered, placed or permitted to remain on any tract other than:

- (a) one (1) detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and
- (b) tool sheds or workshops for the personal use of the purchaser, grantee, lessee or owner, and his immediate family; and
- (c) one (1) or more shelters for pets or domestic animals kept on the premises for non-commercial purposes.

ALL MOBILE HOMES AND TRAILER HOUSES ARE ABSOLUTELY FORBIDDEN TO BE LOCATED ON THE LAND AT ANY TIME. All violators of this paragraph shall be notified in writing by either the Board of Directors, member of Building Control Committee, or any member of the Association. After fifteen (15) days from the date of the written notice, mobile homes and/or trailer houses may be removed from the premises by a majority vote of the Board of Directors at the Tract owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense. Mobile homes and /or trailer houses will not be released to owner until all expenses incurred in removing same from subject tract have been paid by the owners in cash to the Association.

AMENDED DECLARATION OF RESTRICTIONS FOR WOOD CREEK

July, 1989

Section 2. TRACT AREA AND WIDTH

No tract may be re-subdivided into lots or tracts of less than five (5) acres.

The Board of Directors and the Committee may jointly grant in writing the approval to sub-divide a tract into lots or tracts of two (2) acres or more if requested in writing by a Federal or State agency. The granting of special dispensation requested by a Federal or State agency shall be for a specific case and shall not set a precedent for any other case or tract. The Board of Directors and the Committee may jointly specify any conditions and/or limitations of the special dispensation requested by a Federal or State agency.

A tract shall be legally subdivided in accordance with these Restrictions provided that:

- (a) written approval is obtained from Board of Directors;
- (b) A properly recorded document with certified survey of boundaries is recorded in the Real Property Records of Montgomery County, Texas.

All sub-divided tracts shall provide direct access to existing roads or irrevocable access easement to existing roads.

Section 3. DWELLING SIZE, CONSTRUCTION, AND MAINTENANCE

- (a) General Minimum Standards for all residential dwellings shall have either a concrete foundation, pier and beam foundation, or foundation built of materials and by a method approved in writing by the Building Control Committee. All dwellings shall be equipped with fresh water well or in the event of construction by the Association, public agency, or private developer of an underground water system, connection to such underground water system, and septic tank connections in accordance with County minimum requirements, and exterior walls of all dwellings shall be completed with a suitable grade of metal, wood, brick, or masonry siding so as to present a suitable appearance, provided however, that the Committee has the authority in its sole discretion to approve construction utilizing other siding materials, where, in its judgment, such deviation will result in a structure of suitable appearance. Such approval must be granted in writing, and when given, will become a part of these restrictions. All roofs on dwelling shall be constructed and maintained with fire resistant wood shingles, tile shingles, composition shingles, or aluminum shingles. Roofing of tool sheds, garages, carports and animal shelters may be made of any suitable material, subject however, to the approval of the Committee.

REVISED BY
AMENDMENT

622-01-1872

AMENDED DECLARATION OF RESTRICTIONS FOR WOOD CREEK

July, 1989

- (b) Minimum Dwelling Size -
*1 A dwelling placed on any tract shall have a living area of one thousand one hundred (1,100) square feet or more of floor area (living space) exclusive of porches, overhangs, and garages.
- (c) Maintenance -
All dwellings, garages, out-buildings, barns, animal shelters shall be maintained in a structurally sound, harmonious and clean manner. The owners are required to repair, replace, or fix any damage or deterioration of the structures.

Section 4. BUILDING LOCATION

A dwelling shall be located on any tract at least one hundred fifty (150) feet of the front property line of the tract and at least twenty (20) feet of the side tract property line. Detached garages to a dwelling shall be located behind a line drawn along the farthest rear elevation of the dwelling and at least twenty (20) feet of the side tract property line.

Out-buildings, barns, stables, animal shelters, or other non-dwellings structures shall be located on any tract at least three hundred (300) feet of the front property line of the tract and at least fifty (50) feet of the side tract property line.

With respect to corner tracts within the subdivision, the front property line shall be that line which lies along the road and has the least amount of road footage. Any deviation from this restrictive covenant must be approved in writing by the Building Control Committee.

Section 5. BUILDING CONTROL

- (a) APPROVAL BY BUILDING CONTROL COMMITTEE -
No building, structure, or improvements shall be erected, placed, or altered in any tract until construction plans, specifications and a plot plan showing location of the structure thereon have been approved by the Building Control Committee as to quality of workmanship and materials, as to harmony with existing structures with respect to topography and finished grade elevation, and as to compliance with minimum construction standards more fully provided for in This Article and Article IV herein.
- (b) CONSTRUCTION and COMPLETION -
Written approval of the Committee shall be required before any single family dwelling may be occupied prior to the entire completion of the exterior of such dwelling including all additions or expansions. Entire completion additionally shall included but not be limited to removal from the construction site

REVISED BY
AMENDMENT

*1 1,800 square feet (one thousand eight hundred square feet)

AMENDED DECLARATION OF RESTRICTIONS FOR WOOD CREEK

July, 1989

of all unused construction materials and cleaning of the construction site so that the general appearance of the area meets the standards set by the Committee.

Section 6. RECREATIONAL VEHICLES AND SHELTERS

Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house and camping trailers, motor homes, tents or other portable camping structures, when used temporarily for camping and non-permanent recreational activities, but not for permanent residential purposes. A trailer, motor home, tent or other camping shelter shall be deemed to be in use for permanent recreational purposes if the same remains on a tract in the Properties in excess of fifteen (15) days. If a trailer, motor home, tent, or other camping shelters remain on any tract for more than fifteen (15) days, the subject dwelling shall comply with provisions in Article VI, Section 1 and 3. After fifteen (15) days, the Board of Directors shall have the right to remove any such vehicle(s) or shelter(s) which is placed on any tract in violation of these restrictions at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense.

Section 7. TEMPORARY STRUCTURES

No building materials or temporary building of any kind or character including, but not limited to, tents, shacks, garages or barns, shall be placed or stored upon the property until the owner is ready to commence improvements and has written approval from Building Control Committee. Such materials or temporary building(s) shall be placed within the property lines of the tract or parcel of land which the improvements are to be erected, and shall not be placed in the streets; and any such temporary building or structure of any kind shall not be used for other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition and shall be removed upon completion of construction. If any such building materials or temporary building(s) shall remain on any tract for more than one (1) year, a renewal of the written approval must be obtained for Building Control Committee.

If after one (1) year and if no renewal is granted, the Board of Directors may have the temporary building or building materials removed at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall

AMENDED DECLARATION OF RESTRICTIONS FOR WOOD CREEK

July, 1989

be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense.

Section 8. FENCES

(a) Fence Classifications -

All fences of any type shall be approved in writing by the Building Control Committee. There shall be two (2) classes of fencing:

- 1) Class A fencing shall be any fencing on the tract property line or within twenty (20) feet of the tract property lines.
- 2) Class B fencing shall be any fencing which is interior to the property line or more than twenty (20) feet from a tract property line.

(b) CLASS A Fence -

The minimum type fence construction material accepted for Class A fencing shall consist of a four strand barbed wire fence with wooden 3.5 inch square top posts, such posts being a maximum of ten (10) feet apart and all corners shall be properly guy-wired and braced. Corner posts shall be wooden 5.5 inch square top posts. The above is set as a minimum standard and does not prohibit the owner from installing higher quality fences if approved by Committee.

Class A fences shall not be constructed of what is commonly known as "chicken wire"; however, galvanized chain link or cyclone fence with steel pipe posts and top steel rail or four strand barbed-wire fencing with "tee" posts shall be considered to exceed the minimum fencing standards by the Committee.

(c) CLASS B Fence -

Class B fencing shall be used for enclosures for gardens, animal pens, corrals, and the like. The minimum type fence construction material accepted for Class B fencing shall consist of a four strand barbed wire fence with wooden 2.0 inch square top posts, such posts being a maximum of ten (10) feet apart and all corners shall be properly braced. Corner posts shall be wooden 3.5 inch square top posts. The above is set a minimum standard and does not prohibit the owner from installing higher quality fences if approved by Committee. Class B fences may be constructed of what is commonly known as "chicken wire".

Section 9. SIGNS

No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential or recreational tract

AMENDED DECLARATION OF RESTRICTIONS FOR WOOD CREEK

July, 1989

without the consent in writing of the Committee. There shall be two (2) exceptions for sign(s) on a tract and shall be considered approved by both the Board of Directors and the Committee:

- (a) One (1) sign not more than forty-eight (48) inches square, advertising the property for sale, rent, or signs used by a builder to advertise the property during the construction or sales period.
- (b) "NO TRESPASSING" or "POSTED - KEEP OUT" sign(s) of a size and quantity as outlined and specified by the Board of Directors and approved by the Committee.

The Board of Directors shall have the right to remove any such signs, advertisement or bill board, or structure which is placed on any tract in violation of these restrictions, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments to compensate for said expense.

Section 10. LIVESTOCK AND POULTRY

Dogs, cats, and other household pets and exhibition animals may be kept on any tract, provided they are not kept, bred or maintained in excessive numbers, as defined by the Board, or for any commercial purpose. Furthermore, horses, cows, chickens and other domestic fowl may be kept for the use and pleasure of the owner of any tract, but not for commercial purposes and shall be kept in a suitable enclosure approved by the Committee for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock, or poultry from the covenant against nuisances elsewhere herein. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkept appearance or produces noxious odors may be declared a nuisance by the Committee or the Board of Directors and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance. Notwithstanding the preceding, swine (pigs) may not be kept on any tract unless they are for exhibition purposes and shall be limited to not more than two (2). Non-domestic animals such as but not limited to lions, tigers, cougars, bears, camels, wolves, or other wild or exotic animals shall not be kept on any tract whatsoever. Sheep, goats, and pigs may only be kept for the purposes of school projects and exhibitions and shall be subject to approval by the Board of Directors and shall comply with all nuisances and noxious odors provisions of this Article.

Section 11. NUISANCES

No noxious, offensive, dangerous or noisy activity shall be conducted

on any tract, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said tract is located. The definition of a nuisance and noxious, offensive, dangerous or noisy activity shall be at the total and final discretion of the Board.

Section 12. TRACT MAINTENANCE

Tracts shall be kept clean and free of trash, garbage, and debris. Fires shall be contained in a safe enclosure. No grass or weeds shall be allowed to grow to a height which is unsightly in the opinion of the Association. The Association shall notify owner of record if a tract is in violation of this section.

After fifteen (15) days of the notification, the Board of Directors may remove accumulated trash, garbage or debris and to cut and remove unsightly grass and weeds at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, court cost, etc., to compensate for said expense.

Section 13. GARBAGE AND REFUSE DISPOSAL

No tract shall be used or maintained as a dumping ground for rubbish and trash, garbage and other wastes shall be kept in enclosed sanitary containers until disposition.

Section 14. REMOVAL OF DIRT AND OTHER MINERALS/DRILLING AND EXCAVATION

No oil drilling, development, refining, quarrying or mining operation shall be permitted upon or in any tract by any purchaser, grantee, or lessee of any purchaser or grantee. Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other minerals from any tract for any purpose is forbidden without permission in writing from the Committee.

Section 15. WATER AND SEWAGE DISPOSAL SYSTEMS

Water wells and septic tanks may be utilized and maintained on any tract for the personal use of any purchaser, grantee, lessee, or owner, his immediate family, and non-commercial invitees, but not for commercial purposes and all such systems must meet minimum County specifications currently in force. All septic systems must be approved by the Committee before construction and after completion of installation. Raw sewage shall not be discharged onto surface of any tract or into any stream, side-road ditches or channel.

All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the latest specifications as

AMENDED DECLARATION OF RESTRICTIONS FOR WOOD CREEK

July, 1989

set out in the latest guidelines prepared by the Health Department of the State of Texas and Montgomery County. A copy of which can be obtained from the County Engineer's office at the County Courthouse in Conroe, Montgomery County, Texas. No outside or surface toilets shall be permitted under any circumstances. All lavatories, toilets, and bath facilities for any dwelling shall be completely installed and functioning before any residence is occupied .

Section 16. ABANDONED OR JUNKED MOTOR VEHICLES

No tract shall be used as a depository for abandoned or junked motor vehicles. An abandoned motor vehicle is one without either a current state inspection sticker or current valid license sticker. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, or the like, shall be kept on any tract other than in a garage, or other structure approved by the Committee. All violators shall be notified in writing.

After fifteen (15) days, the Board of Directors may remove abandon or junked vehicle(s) or junk of any kind or character or miscellaneous debris at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense.

Section 17. HUNTING

Absolutely no hunting, trapping, or the discharging of any firearms, shall be allowed on WOOD CREEK ONE. The installation of deer stands, deer blinds, duck blinds, or any other type of structure for the purpose of hunting wild game is strictly prohibited on any tract in WOOD CREEK ONE.

The Board of Directors may remove any such hunting structures or traps from any tract at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense.

Section 18. STORAGE

No tract shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any tract as residential or recreational property or in direct connection with construction of improvements

AMENDED DECLARATION OF RESTRICTIONS FOR WOOD CREEK

July, 1989

which are approved by the Committee. All violators shall be notified in writing.

After fifteen (15) days, the Board of Directors may remove said equipment, material or vehicle(s) at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense.

Section 19. STRUCTURES ON EASEMENTS

No structure, planting or other material shall be placed or permitted to remain within the easements of record in Montgomery County, Texas to which WOOD CREEK ONE is subject, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which the Association, a public utility authority or utility company is responsible. Grantor expressly reserves the right to use utility easements dedicated to the public as shown on the recorded plat of the subdivision for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Grantor for all public or private utility purposes, including systems for utilization of services resulting from advances in science and technology.

Section 20. INTERPRETATION

In the event of any dispute over the proper interpretation of any of the provisions of this declaration, the determination of the Board of Directors shall be final and binding on all interested persons.

Section 21. GENERAL APPEARANCE

Each tract shall be mowed at six-month intervals and the general appearance of such tract shall be maintained in a manner beneficial to the environment of WOOD CREEK ONE and in conformance to the standards set by the Association.