

EXHIBIT "A" TO DEED
DECLARATION OF PROTECTIVE COVENANTS

THAT SOUTHERN GRIMES COUNTY LAND DEVELOPMENT, L.L.C., d/b/a DEER CREEK, the Declarant herein, being the owner of DEER CREEK, a tract of approximately 215.96 acres of land, divided into 20 Tracts, and lying adjacent to C.R. 302, being part of the JOHN C. GOODRICH SURVEY A-242, Grimes County, Texas; known as Tracts 1 through 20, **DEER CREEK**, as shown on the plat of said Tract duly recorded in the Plat Records of Grimes County, Texas, and additionally any adjoining acreage deeded subject to these restrictions, does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on and enforceable by Grantor, its successors and assigns and Grantees, their heirs and their assigns and all parties and persons claiming under them until September 1, 2080, at which time the said covenants, conditions and restrictions shall be automatically extended for successive periods of five (5) years unless at any time hereafter, by duly recorded instruments signed by a majority of the then record owners of the tracts in DEER CREEK, it is agreed to change such covenants, conditions and restrictions in whole or in part.

1.1 All of the property described on attached exhibit "A" hereto shall be held, used, and enjoyed subject to the following limitations and restrictions, set forth in this Declaration.

1.2 This tract as conveyed by Declarant, shall be used solely by one (1) Common Household Group for residential living purposes and such purposes as customarily are incident thereto, and shall not be used at any time for business or commercial activities, **other than production or sale of agricultural or aquacultural products, produced or grown on the tract, provided the operations do not adversely affect the health of or become a nuisance to others.** Any building set on piers or blocks must be skirted with stone, brick or wood. No Tract may be divided nor subdivided into tracts smaller than ten acres.

1.3 No Tract shall be used for the operation of a boarding or rooming house, a residence for transients, a "group home," "community home," "half-way house," day-care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicaps or illness, or other similar matters.

2. No Residential dwelling which does not include at least 1,250 square feet of floor space in the enclosed living area shall be constructed on such Tract. A second home of at least 1100 square feet may also be constructed. Open or screened porches, breezeways or garages shall not constitute enclosed living area. No building, residential structure or any part thereof shall be constructed or permitted to extend over or encroach upon any street or utility or drainage easement or nearer to a side line than sixty (60) feet. No home, garage, carport or storage building shall be built closer to any road than the building set back line hereby established of

one hundred (100) feet.

3. Exterior walls of all buildings and improvements shall be newly constructed of masonry, aluminum or vinyl siding, wood or stucco. All exposed wood or stucco surfaces shall be painted immediately upon completion with at least two (2) coats of good quality. No corrugated iron or roll roofing or shed type roof shall be permitted. Barns and stables, and the garage if detached from the house, may be constructed of wood or prefabricated siding and covered with two (2) coats of good quality paint. The exterior of any building must be completed within nine (9) months from the time construction begins. No building shall be occupied as a residence prior to the completion of the exterior and installation of adequate indoor toilet facilities. All improvements will comply with county building requirements and applicable national codes. No composition shingles, imitation brick, asbestos shingles, tar paper or materials of a like kindred nature will be permitted on the outside walls of any structure.

4. Mobile homes, modular homes and houses similar in construction to mobile homes are not permitted in the subdivision, even though the axles are removed and the home skirted.

5. No cesspool shall ever be dug, used or maintained on any Tract. All lavatories, toilets and bath facilities shall be built indoors, be connected with adequate septic tanks with adequate lateral lines for sewage and waste disposal and constructed to comply with all laws, regulations and specifications of state and local health authorities. No lateral or leaching lines from grease traps or septic tanks shall be allowed to drain into roads, ditches, natural drainage ditches, creeks, branches or bayous and drainage must be disposed of on the property in such a way as to comply with health laws and regulations and so as to not create a nuisance. Motor homes, campers and tents for camping purposes shall be permitted on any Tract, but not to exceed an accumulated period of one hundred (100) days in any one calendar year.

6. No noxious or offensive trade or activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No disabled motor vehicles or heavy equipment shall (except in an emergency), be disassembled or worked on or stored within 100 feet of any road within the subdivision or within seventy feet of an adjoining tract. The property shall not be used as a dumping ground for trash and the premises must be kept clean and free of rubbish that is not in proper containers.

8. Junk, trash, litter, junk cars, used appliances, old furniture or unsightly objects shall not be permitted within 100 feet of any road. No unused or unlicensed vehicle may ever be allowed to remain on any street longer than two (2) days.

9. Each Owner and Related User maintaining any animal shall be obligated to comply with all applicable ordinances of the County of Grimes and laws of the State of Texas and shall be liable in accordance with the laws of the State of Texas to all remaining Owners and parties

for any damage to person or property caused by any such animals; and it shall be the absolute duty and responsibility of each such Owner or Related User to clean up after such animals to the extent they have used, soiled or destroyed any portion of the Tract of another Owner. Prior to placing livestock on the tract, the tract owner must have all boundaries of the tract securely fenced.

10. There is dedicated for utilities a twenty (20) foot ground easement on the edge of each street and seven and one-half (7 1/2) feet along the side property line of each Tract, for the installation and maintenance of utilities; also any and all necessary guy wire and anchor easements to properly install the electrical utilities. Additionally, any present utility lines shall be able to be maintained until abandoned.

11. There is dedicated for electrical utilities an unobstructed easement twenty (20) feet wide from a plane twenty (20) feet above the ground located adjacent to all ground easements established for such utilities, such aerial easement being reserved for the purposes of cutting and trimming trees in order that overhead electrical lines may be constructed and maintained by the public utility. Tract owners may install driveways and fences over any utility easement, without the necessity of permission of the utility, so long as this driveway or fence complies with the utility regulations and does not hamper the utility's use thereof.

12. Bridges and driveway crossings constructed over county road ditches or natural drain courses shall be of such size and type, as is approved and directed by the Grimes County Engineer's Office and/or Drainage District office. There is reserved adjacent to all easements, gullies, ravines and other natural drainage courses, an easement for the purpose of permitting access to such drainage courses for clearing, cleaning, straightening or any other processes necessary to promote proper drainage through such courses. No existing grade for drainage purposes (including, but not limited to, ditches within the street easement) shall be altered, filled or obstructed in any manner.

13. The majority of the owners of the lots located within DEER CREEK shall establish a homeowners' association, "the Association" which has the specific purpose of enforcing these restrictions for the common good of the entire DEER CREEK, such association shall be entitled to collect the annual community service charge described herein for the purpose of managing, controlling and expanding the funds derived therefrom for the purposes set forth herein. The membership in said association shall be restricted to the record owners of Tracts in the said DEER CREEK (all sections), Grimes County, Texas. Each person or entity owning one or more Tracts in the said DEER CREEK shall be entitled to membership in the association, subject to the bylaws and the rules and regulations pertaining to membership, which are legally established from time to time at any meeting of the membership where voting takes place. Each member whose annual community service charge is paid current shall be entitled to one vote per Tract owned but limited to a maximum of one vote per Tract. Declarant shall be entitled to five (5) votes for each unsold tract owned in the said 215.96 acres by Declarant, through and including December 31, 2009, when such right to extra votes by Declarant shall cancel.

14. Each Tract in DEER CREEK, and additionally any adjoining acreage deeded subject to these restrictions, is hereby subjected to an annual community service charge. The amount

shall be set by the Board of Directors of the Association "the association board", and is initially established at \$36.00 per year per Tract. This service charge will be paid by the owner or owners of each Tract annually in advance on the 15th day of January of each year. All persons purchasing Tracts prior to December 31 of any year shall pay their pro rata share of the service charge. This fee shall be paid to said Association for the upkeep, maintenance and improvement of roads and easements until the county begins maintenance thereof, for the maintenance of the DEER CREEK street lighting, if any, for the purpose of security of the Subdivision; for a community garbage pickup, if any, for the Tracts; for the enforcement of these restrictions and for such other and further purposes as might be voted upon by the said Association that are for the common good of the DEER CREEK. The service charge imposed hereby shall continue for such period as these restrictions are in effect. To secure the payment of the service charge, a vendor's lien is hereby reserved to secure the payment of said fee and the reasonable cost of collection thereof including attorney's fees; provided, however, that such lien is specifically subordinate, secondary and inferior to all liens, present and future, created to secure the payment of any improvements on said Tract; but shall be binding as against all subsequent purchasers thereof. Prior to foreclosure of such lien, the said Association, its successors and assigns, shall give the last known owner of such Tract sixty (60) days written notice of such proposed action by certified mail, return receipt requested. Declarant, its successors and assigns, shall not be liable for any uncollected maintenance fees and shall not be liable for the payment of maintenance fees on its unsold Tracts or any repossessed Tracts held for resale. The affairs of the all sections of the Subdivision shall be managed and administered by the Association.

15. As no central water system will be installed, drilling of water wells will be permitted on any Tract subject to Grimes County Rules and Regulations. Water supply corporations, owners, co-ops of owners, or similar entities may utilize utility easements for the purpose of installing and maintaining pipes for the delivery of water. No drilling, mining, exploration or production of oil and gas or other minerals shall be allowed on any Tract.

16. No portion of the tract conveyed herewith may be used as access to property adjoining the conveyed tract, which is not a part of DEER CREEK.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. In the event of a violation or attempted violation of the foregoing restrictions, the Declarant, its successors or assigns, shall not be responsible either financially or otherwise, but may use reasonable efforts to correct such violation. The foregoing restrictions are enforceable by an injunction by the County of Grimes, any property owner in DEER CREEK, or Declarant, his heirs, successors or assigns. If a Court finds a violation, the non-prevailing party agrees to pay the prevailing parties attorney's fees and costs.