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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODCREST HILLS
PHASE II**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRIMES

WHEREAS, Developer is the majority owner of all the property (i.e. all of the tracts and parcels of land), which is described in Exhibit "A" attached hereto and incorporated herein;

This Declaration, made on the date hereinafter set forth by MILL CREEK, LTD., hereinafter referred to as "Developer":

WITNESSETH:

NOW, THEREFORE, the undersigned hereby adopts, establishes and imposes this Declaration of Covenants, Conditions and Restrictions for Woodcrest Hills Phase II, upon Woodcrest Hills Phase II, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any area not included in the boundaries of said Plat or survey unless specifically provided for herein. Developer also declares that this subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

SECTION 1. "Association" shall mean and refer to the Woodcrest Hills Property Owners Association, and its successors and assigns as defined and permitted in Section 15 below.

SECTION 2. "Woodcrest Hills Phase II" shall mean and refer to the tracts and parcels of land and any other sections of Woodcrest Hills hereafter made subject to the jurisdiction of the Association.

SECTION 3. "Developer" shall mean and refer to MILL CREEK, LTD., and its assigns and successors.

SECTION 4. Any dwelling constructed on subject property must have a floor area of not less than 1,200 square feet, exclusive of garages and shall be constructed of at least standard frame construction. If such building is set on block or piers, it shall be skirted with wood, brick or stone. There will be no mobile or prefabricated/manufactured homes allowed. The definition of a mobile or prefabricated home will be left to the discretion of the developer until 80% of the tracts have been sold, or the Homeowners Association pursuant to Section 15 below. A Tract Owner may also build a guest home with no less than 1,000 square feet, subject to the restrictions enumerated herein.

SECTION 5. All buildings shall be single-family dwellings.

SECTION 6.

- A. No structure of a temporary nature or character, whether trailer, basement, tent, shack, shed, garage, storage building, or other outbuilding, shall be maintained or used on any tract at any time as a permanent residence.
- B. RV's or Travel Trailers may be used on a weekend basis as long as they are hidden from road view and from the view of adjoining properties. They may not be used or kept on the property as a permanent residence.

SECTION 7. No abandoned or inoperative automobile, other vehicle or trailer shall be permitted to remain on or in front of subject property. Boats, tractors, trailers, etc. will be permitted provided they are hidden from street view and from the view of adjoining properties, but shall not be used as a permanent dwelling or residence. To be considered as an RV or Travel Trailer and not a permanent residence, the RV or trailer must be off the property or in a covered barn two or more weeks per month. Any RV or Travel Trailer deemed to be a permanent residence, the Developer or any Property Owners Association shall have the right to remove the RV or trailer from the property and charge the property owner \$100.00 for removal.

SECTION 8. No building, including but not limited to, one-family dwellings, garages, and barns shall be located closer than one hundred (100) feet from the front property line and shall be no closer than seventy-five (75) feet from the side property lines and no closer than one hundred (100) feet from the rear property lines. Also, for these purposes, porches, stoops, bays and covered areas are considered part of the building.

SECTION 9. No building of any type or character shall be erected, altered, placed or permitted to remain on any tract without prior written consent and until the obtaining of the necessary approval (as hereinafter provided) from the Developer or Architectural Control Committee of the construction plans and specifications for the construction or alteration of such improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation. All buildings regardless of their intended purpose shall be constructed all new material.

SECTION 10. Each application made to the Developer or Architectural Control Committee shall be accompanied by one (1) set of plans and specifications for all proposed construction (initial or alterations) to be done on such tract, showing location and elevation of the improvements on the tract.

SECTION 11. Subject property shall not be used or maintained as a dumping ground for rubbish or trash. No garbage or other waste shall be kept, except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

SECTION 12. Animals, livestock, emus and ostrich, may be kept, bred, and maintained on subject property under the following conditions:

- A. No livestock of any type shall be allowed to run loose except upon one's own premises.
- B. All horses, cattle or other livestock shall be kept enclosed by suitable fencing of subject property.
- C. Though cattle are permitted, feed lots are not permitted.
- D. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

SECTION 13. No commercial activity other than that of permitted livestock shall be conducted on any tract. Agricultural and Aqua cultural activities are permitted so long as such activity is in compliance with Section 12, above.

SECTION 14. Any owner of a property subject to these restrictions shall provide for the disposal of waste material through a septic system approved by the appropriate governmental authority.

SECTION 15. No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the property and all indoor toilets and baths shall be installed and connected to a septic tank or sanitary sewer which must be approved by all state, county or city health authorities having jurisdiction. The drainage of septic tanks into road ditches, either directly or indirectly, is strictly prohibited.

SECTION 16. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any tract without the prior written consent of the Developer or Architectural Control Committee. Developer or Architectural Control Committee shall have the right to remove any such nonconforming sign, advertisement or billboard or advertising structure, which is placed on any tract without such consent and in so doing, shall not be liable, and hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal.

SECTION 17. Property Owner's Association. The Developer will be responsible for enforcing these Restrictions until 80% of the tracts are sold in the subdivision which is referred to as the "Control Transfer Date". Once the Control Transfer Date has occurred, Developer will assign to the property owners, the responsibility of the formation of a formal Property Owner's Association and Architectural Control Committee, if they deem necessary and so elect. At the same time, Developer will also assign to the property owners the authority to enforce these Restrictions, until such time as the formal Property Owner's Association has been formed, if they so elect. This authority includes the capacity to make any necessary decisions to enforce the Restrictions. The above-referenced authority to enforce the restrictions shall be available to each property owner individually, or collectively after the Transfer Control Date.

SECTION 18. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

SECTION 19. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as the subject property; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustees, sale or otherwise.

SECTION 20. The covenants and restrictions of this declaration shall run with and bind the land, and shall bind all owners for a period of thirty (30) years from the date hereof. Thereafter these restrictions shall automatically lose effect and become null and void.

SECTION 21. No tract or tracts shall be re-subdivided without the prior written approval of the Developer and property county authorities.

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EXECUTED THIS THE 25th DAY OF April, 2003.

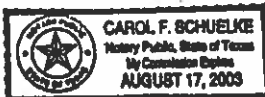
MILL CREEK, LTD.

By: [Signature]
Name: CLAY SIGNOR
Title: President
Clear Springs Development Group, LLC,
General Partner

STATE OF TEXAS

COUNTY OF MONTGOMERY:

This instrument was acknowledged before me on this the 25th day of April, 2003, by CLAY SIGNOR as President of CLEAR SPRINGS DEVELOPMENT GROUP, LLC, General Partner for MILL CREEK, LTD.



[Signature]
Notary Public, State of Texas

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Exhibit "A"

Tracts 41 - 49 of an unrecorded subdivision, commonly known as Phase II of Woodcrest Hills

FIELD NOTES

April 17, 2003

238.857 Acres

B.B.B. & C.R.R. Co. Surveys, A-136 and A-141,
Grimes County, Texas

Being 238.857 acres of land situated in the B.B.B. & C.R.R. Co. Surveys, A-136 and A-141, Grimes County, Texas, and being out of a certain 272.696 acres of land (Tract I) as described in deed recorded under County Clerk's File No. 184420 of the Real Property Records of Grimes County, Texas, said 238.857 acres of land being more particularly described by notes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the north line of County Road 302, also known as Finke Road, a 60 foot right-of-way, for the southwest corner of Tierra Buena Subdivision (unrecorded) and the southeast corner of the said 272.696 acres of land, same being the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE South 88 degrees 53 minutes 52 seconds West, along the north line of said County Road 302 and the south boundary line of the said 272.696 acres of land, same being the south boundary line of the herein described tract, a distance of 3129.30 feet to a 5/8 inch iron rod with survey cap set for the southwest corner of the herein described tract;

THENCE North 01 degrees 06 minutes 08 seconds West, severing the said 272.696 acres of land along the southwestern boundary line of the herein described tract, a distance of 1721.04 feet to a 5/8 inch iron rod with survey cap set in the south boundary line of a certain 53.086 acres of land as described in deed recorded in Volume 1006, Page 98 of the Deed Records of Grimes County, Texas, for a southwesterly corner of the herein described tract;

THENCE North 88 degrees 04 minutes 29 seconds East, along the south boundary line of the said 53.086 acres of land and a southwesterly boundary line of the herein described tract, a distance of 845.47 feet to a 1 inch brass disc in concrete found for the southeast corner of the said 53.086 acres of land and an interior southwesterly corner of the herein described tract;

THENCE North 01 degrees 58 minutes 28 seconds West, along the east boundary line of the said 53.086 acres of land and a common southwesterly boundary line of the said 272.696 acres of land and the herein described tract, a distance of 500.28 feet to a 4" x 4" concrete monument with brass disc (disturbed) found for a common westerly corner of the said 272.696 acres of land and the herein described tract;

THENCE North 88 degrees 07 minutes 43 seconds East, along a common westerly boundary line of the said 272.696 acres of land and the herein described tract, a distance of 565.14 feet to a 4" x 4" concrete monument with brass disc stamped G-41 found for a common interior westerly corner of the said 272.696 acres of land and the herein described tract;

THENCE North 01 degrees 49 minutes 08 seconds West, along the common northwesterly boundary line of the said 272.696 acres of land and the herein described tract, a distance of 2262.65 feet to a 4" x 4" concrete monument with brass disc stamped G-43 found for the southeast corner of a certain 40.16 acres of land as described in deed recorded in Volume 1005, Page 754 of the Deed Records of Montgomery County,

Texas, the southwest corner of Millstone Subdivision, and the common northwest corner of the said 272.696 acres of land and the herein described tract;

THENCE North 88 degrees 10 minutes 25 seconds East, along the south boundary line of said Millstone Subdivision and the common north boundary line of the said 272.696 acres of land and the herein described tract, a distance of 1696.96 feet to a 4" x 4" concrete monument with brass disc stamped G-44 found in the west boundary line of Tierra Buena Subdivision (unrecorded) for the common northeast corner of the said 272.696 acres of land and the herein described tract;

THENCE South 01 degrees 50 minutes 08 seconds East, along the west boundary line of said Tierra Buena Subdivision and the common east boundary line of the said 272.696 acres of land and the herein described tract, a distance of 4525.29 feet to the POINT OF BEGINNING and containing 238.857 acres of land.

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FILED FOR RECORD AT

2003 APR 25 PM 3 06

DAVID PASKET CO., INC.
COUNTY CLERK

David Pasket

185115
1820 pd

M. J. Cook, Esq.
210 Ruel Rd
Magnolia TX 77355

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was duly
and lawfully recorded in the public records of the
County of Dallas, Texas, on the 25th day of April, 2003.
Witness my hand and the seal of the County of Dallas, Texas, on
the 25th day of April, 2003.

APR 25 2003



David Pasket
COUNTY CLERK, DALLAS COUNTY, TEXAS

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