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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
71.092 ACRES
(KNOWN AS TRACTS 17 THROUGH 20 AND 23 THROUGH 25)**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WALLER

THIS DECLARATION is made on the date hereinafter set forth by Clear Springs Development Group, LLC, a Texas corporation, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Waller County, comprising of 71.092 acres (known as Tracts 17 through 20 and 23 through 25) and the tracts more particularly defined by metes and bounds in the attached Exhibit "A" (the "Property"); and

NOW, THEREFORE, the undersigned hereby adopts, establishes and imposes this Declaration of Covenants, Conditions and Restrictions for subject 71.092 acre tract of land, 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. Declarant also declares that this tract shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

SECTION 1. Any dwelling constructed on subject property must have a floor area of not less than 1,600 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 Declarant until 80% of the tracts have been sold, or the Homeowners Association pursuant to this Declaration. A Tract Owner may also build a guest home with no less than 1,000 square feet, subject to the restrictions enumerated herein. Any home, barn or any out building shall be constructed of only new materials.

SECTION 2. All buildings shall be single-family dwellings.

SECTION 3. 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.

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 4. No abandoned or inoperative automobile, other vehicle or trailer shall be permitted to remain on or in front of subject property. All automobiles, other vehicles and trailers, including RV's must have current registration insurance and licensing. 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 Declarant 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 5. 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 twenty-five (25) feet from the side property lines and no closer than twenty-five (25) feet from the rear property lines. Also, for these purposes, porches, stoops, bays and covered areas are considered part of the building.

SECTION 6. 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 Declarant 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 7. Each application made to the Declarant 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 8. Monuments and Fences

The Association is hereby granted an easement to place, maintain and repair a monument or marker at any entrance to the Property.

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SECTION 9. 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 10. Animals, livestock, emus and ostrich, may be kept, bred, and maintained on subject property under the following conditions:

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

SECTION 11. 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 this Declaration.

SECTION 12. 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 13. No privy, cesspool or outdoor toilets shall be place 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 14. Property Owner's Association.

The Declarant will be responsible for enforcing these Restrictions until 80% of the tracts are sold in the subject tract which is referred to as the "Control Transfer Date". Once the Control Transfer Date has occurred, Declarant 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, Declarant 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. 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 15. Deed Restriction Enforcement

1. Authority to Promulgate Rules and Regulations

The Declarant and/or the Board of Directors has the authority to promulgate reasonable rules and regulations concerning enforcement of the covenants and restrictions contained in this Declaration of Covenants, Conditions and Restrictions

Declaration, any Supplemental Amendment and/or amendments concerning the use and enjoyment of Common Area, if any.

2. Attorney's Fees and Fines

In addition to all other remedies that may be available, after notice and an opportunity to be heard as required by §209 of the Texas Property Code as same may be amended, the Declarant or Association has the right to collect attorney fees and/or fines as set by the Board from any Owner that is in violation of this Declaration, any applicable Supplemental Amendment or amendments, any Architectural Guidelines, the Building Guidelines, or any other rule or regulation promulgated by the Association.

3. Enforcement by Owners

Each tract owner is empowered to enforce the covenants.

SECTION 16. 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 17. 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 18. Modification and Termination of Covenants

This Declaration may be amended, modified, or terminated by the filing of a recorded instrument executed by the Declarant or Association or its legal representatives, successors or assigns. The Declarant may unilaterally amend, modify or terminate this Declaration at any time without the joinder or consent of any Owners, entity, Lender or other person to amend this Declaration if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or jurisdictional determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on tracts and Homesites; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the tracts or Homesites; or (e) for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, error or omissions herein; provided, however, any such amendment shall not adversely affect the title to any tracts or Homesites unless the Owner shall consent thereto in writing.

SECTION 19. No tract or tracts shall be divided without the prior written approval of the Declarant and property county authorities.

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SECTION 20. Notices

Undeveloped Area on the Northern and Southern Side of the Property

Owners of Tracts within the Property are advised that there exists undeveloped land on the northern and southern side of the Property (the "Other Property"). Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties, expressed or implied, relative to any use and/or future change in use of the Other Property. Further, Owners acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owners, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the plan of development, if any, and/or appearance, upon development, if any, of the Other Property.

SECTION 21. Signs

No sign or emblem of any kind may be kept or placed upon any Tract or mounted, painted or attached to any Dwelling, fence or other improvement upon such Tract so as to be visible from public view except the following:

1. For Sale Signs. An Owner may erect one (1) sign on his Tract, not exceeding 18" x 24" in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Tract advertising the property for sale.
2. Political Signs. Not more than two political signs, not exceeding 18" x 24" in area, may be erected upon a Tract by the Owner of such Tract advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within three (3) days after such election.
3. School Spirit Signs. Signs containing information about one or more children residing in the Dwelling and the school they attend shall be permitted so long as the sign is not more than 24" x 24" and is fastened only to a stake in the ground. There shall be no more than one sign for each child under the age of eighteen (18) residing in the Dwelling, and said signs may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year.

If any sign is placed within the Property in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Tract or Homesite and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agents be liable for any accounting or other claims for such action.

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SECTION 22. General Provisions

1. Severability

The invalidity of any one or more of the provisions of this Declaration shall not affect the validity of the other provisions hereof.

2. Compliance with Laws

At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Homesite and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

3. Gender and Number

The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

4. Headlines

The titles and captions for this Declaration and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

5. Governing Law

The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Waller County, Texas.

6. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

7. Current Address and Occupants

Owners are required to notify the Declarant or Association in writing of their current address if other than the physical address of the Tract or Homesite at all times. If an Owner fails to notify the Declarant or Association of their current address, the Declarant or Association shall use the address of the Tract or Homesite as the current address. If Owner leases the property, he shall supply the name of the tenant present upon the execution of any lease.

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SECTION 23. Security

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OR SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OR ANY TRACT, TENANTS, GUESTS AND INVITEES OR ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY TRACT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND TO THE CONTENTS OF DWELLINGS AND FURTHER. ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE, AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

EXECUTED THIS THE 5th DAY OF May, 2004. VOL 0835 PAGE 490

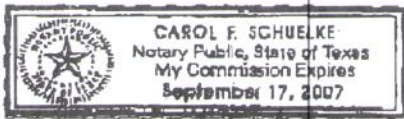
CLEAR SPRINGS DEVELOPMENT GROUP, LLC.
a Texas corporation

By: *Charles Signor*
Name: **CHARLES SIGNOR**
Title: Vice President

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES SIGNOR, the Vice President of Clear Springs Development Group, L.L.C., a Texas corporation known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of May, 2004.



Carol F. Schuelke
Notary Public - State of Texas