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DEEDS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF MONTGOMERY

WHEREAS, WOOD HOLLOW LAND DEVELOPMENT, INC. a Texas Corporation d.b.a., U.S. LAND DEVELOPMENT CO., is the owner of all that certain real property comprising "WOOD HOLLOW" Section One (1), herein sometimes referred to as subdivision, according to the map or plat thereof of record in Volume 9, Page 33; Section Two (2), Volume 9, page 34; Section Three (3), Volume 9, page 35; Section Four (4), Volume 9, page 41 of the plat Records of Montgomery County, Texas to which map or plat and its record thereof reference is here made for full and particular description of said real property: and

Whereas, U.S. Land Development Co., in its desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said subdivision, and for the protection of such property values, therein desire to place on and against said property certain protective and restrictive covenants regarding the use thereof.

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by U.S. LAND DEVELOPMENT COMPANY, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building, and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

In the event said U.S. LAND DEVELOPMENT COMPANY, or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person or be registered letter, addressed to his last known address and which said notice will set forth in detail the elements disapproved and the reason therefor. Such notice neet not, however contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2. RESIDENTIAL LOTS

All lots in said "WOOD HOLLOW" unless otherwise designated on the aforementioned map or plat of this subdivision shall be known and designated as "residential lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

(A) USE. No dwelling shall be erected, altered, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for use by a single family, together with such servant's quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourist courts or tourist cottages or as places of abode for transient persons. No trees shall be cut on any tract without written consent of seller unless contract is paid in full.

(1) Except for the areas designated on the recorded plat as commercial, no dwelling shall be erected on any lot in the subdivision unless the same shall have an interior area of not less than 1400 square feet; provided further, that one and one half story houses shall contain at least 1200 square feet on the ground floor and containing a total of at least 1700 square feet. Provided further that two story houses shall contain at least 1100 square feet on the ground floor and containing a total of 1800 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.

(2) No building or structure shall be occupied or used until the exterior thereof is completely finished.

(3) In no event shall any residential lot be used for any business purpose.

(4) All residences in this subdivision are to have at least a two car enclosed attached garage or a two car not-attached garage, and all driveways shall be paved before any residence is occupied.

(B) CONSTRUCTION. All residences shall be at least 51% brick and only new construction materials shall be used except for used brick. No concrete blocks shall be used in said construction and all buildings shall be built on a slab or solid concrete beam foundation. In no event shall any old house or building be moved on any lot or lots in said subdivision. The exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages thereto, shall be completed within (6) six months after the pouring of the slab.

(C) No boats or trailers shall be permitted to be parked in front of any residential building.

3. GARBAGE AND TRASH DISPOSAL

Garbage and trash shall be disposed of at least once a week. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right of way.

4. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: A truck larger than three-quarter ton parked on lots or roads or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles used for parts.

5. EASEMENTS

An easement is reserved over and across all lots in the subdivision as indicated on the recorded plat for the purpose of installing, preparing and maintaining, and is hereby conveyed to the proper parties (including U.S. LAND DEVELOPMENT COMPANY, water drainage, sewage, and telephone utilities, to the companies or municipal authorities) so that they may install, repair and maintain electric power, water, sewage drainage, gas and telephone services for the lots in the subdivision, and all contracts, deeds and conveyances of any of said lots or portion thereof are hereby made subject to this easement.

6. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, tent, shack, barn or other out building or structure shall be moved on this subdivision nor shall any garage or other out building be used as a temporary or permanent residence in this subdivision.

7. ANIMALS

No horses, cows, poultry, or livestock of any kind other than house pets may be kept on said property.

8. FENCES AND PLANTS

No fences, wall or hedge higher than three feet shall be located between the street and the building line. All fences built of lumber shall be painted with at least two coats of paint or stain and maintained so as to appear neat and presentable at all time.

9. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except one sign advertising the property for sale by U.S. LAND DEVELOPMENT COMPANY, or signs used by a builder to advertise the property during the construction and sales period.

10. MAINTENANCE FUND

Each lot sold shall be subject to an annual maintenance fee of $24.00 per year, payable in monthly installments of $2.00 or in advance on July 1st each year. Said fee to be collected and dispersed by the officers of U.S. LAND DEVELOPMENT COMPANY or its successors, or assigns or nominees. This fund shall be used for the purpose of improving and maintaining the streets, parkways, easements, maintaining and operating a swimming pool, if any or doing any other things necessary or desirable in the opinion of the developer, U.S. LAND DEVELOPMENT COMPANY, its successors, assigns, or nominees, to keep the property neat, clean and in good order.

11. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of a majority of the lots in the subdivision shall, by instrument in writing duly placed on record, elect to terminate these restrictions and the force and effect thereof.

12. MISCELLANEOUS PROVISIONS

All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon the purchaser or their successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way effect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements, and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and which such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations herein, and also such as are shown on the map or plat of WOOD HOLLOW, Montgomery County, Texas, and lots with such reservations, easements, restrictions, etc., are so referred to by reference thereto in any such deed or conveyance to any lot or lots in said subdivision the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements, and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements, and restrictions as herein stated and set forth.