

## *PROTECTIVE COVENANTS*

The Property is a tract of land being sold by Grantor out of approximately 719.0116 acres of land known as Laprada Landing ("Laprada Landing") and shall be improved, sold, used and enjoyed in accordance with and subject to the following covenants, conditions and restrictions (the "Protective Covenants"), all of which are hereby adopted for and placed upon said Property and shall run with the Property and be binding upon all parties, now and at any time hereafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which, such right, title or interest is or may be acquired. Subject to the further provisions hereof, these Protective Covenants shall cease to exist and be of no further force or effect on December 31, 2055.

1. Use. The Property may be used only for single-family residence purposes and for agricultural use (as defined hereafter).

A. Only one (1) single-family residential dwelling and appurtenant structures, whether attached or detached (including private garages, guest houses, and servants' quarters) may be constructed on the Property.

B. Barns, stables, sheds, storage buildings, and other structures for agricultural use are also permitted. A barn may include an apartment for employees or guest quarters.

C. Mobile homes and recreational vehicles for use as a residence are prohibited.

D. Private ponds may be constructed on the Property as long as they are maintained so as not to become stagnant and do not interfere with drainage of the Property or other portions of Laprada Landing.

E. No multi-family or commercial improvements may be constructed on any portion of the Property. No building, outbuilding or portion thereof shall be constructed for income purposes, such that tenants would occupy less than the entirety of the building improvements; provided, the owner may lease the Property or a portion thereof for agricultural use and following the construction of the residence on the Property, the owner may lease the residence, so long as the tenant is leasing the entirety of the residence and any appurtenant outbuildings. In the event of a lease, the owner of the Property as well as the tenant shall be responsible for compliance with these Protective Covenants.

2. Agricultural Use. For purposes hereof, the term "agricultural use" shall be limited as follows:

A. Cattle, horses, mules, donkeys, goats, domestic fowl, and similar livestock shall be permitted; however, feedlot operations and commercial poultry or swine operations of any type whatsoever are prohibited.

B. Dogs, cats or other common household pets (collectively, "Pets") are also permitted provided that they are kept, bred or maintained only for non-commercial purposes. At all times, owners of Pets must be able to exhibit a current rabies vaccination for such animal from a licensed veterinarian.

C. All lots, pens, and other areas where livestock are kept or raised shall be maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to adjacent property owners.

Except for the limited agricultural use as above provided, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services is prohibited.

3. Other Prohibited Uses and Activities.

A. The use of all-terrain utility vehicles is permitted as long as they are adequately muffled to prevent excessive noise.

B. Except for limited clearing required for the installation of fencing along a boundary line of the Property which shall, in any event, be limited to twenty (20) feet, any clearing of the Property within the setback areas specified in Section 8 hereof shall be prohibited without the approval of Grantor. Grantor's approval shall not be required for the removal of a dead or diseased tree.

4. Signs. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed on the Property except that the owner of the Property may place one (1) sign of not more than four feet by four feet (4' x 4'), advertising the Property for sale.

5. Construction of Improvements. The primary residence shall not exceed thirty feet (30') in height as measured from the ground to the ridge-line of the roof, but not including chimneys, and may include a private garage and/or carport and other appurtenant structures (including separate guest houses or servants' quarters buildings).

6. Laprada Trace. Access to the Property is provided via Laprada Trace, a public road formerly named Montgomery Road. Grantor has reconstructed a portion of this road and dedicated the right of way and an adjacent 20 foot wide drainage and utility easement to Fort Bend County for maintenance after the expiration of the contractor's one year warranty period. Portions of Laprada Trace are located within the FEMA defined floodway or special flood hazard area and may be inundated and inaccessible during Brazos River flood events.

Construction of an access drive or driveway to connect the Property with Laprada Trace across the abovementioned 20 foot drainage and utility easement must be coordinated with the Fort Bend County Road and Bridge Department (281-341-4513) and a culvert a minimum of 24 inches in diameter or dual culverts of such size in some cases must be installed by the owner of the Property. Grantor has created a 110 foot wide drainage easement across one of the tracts in the Laprada Landing project to transport drainage from Laprada Landing and Laprada Trace to the Brazos River. Fort Bend County has the right, but no obligation to maintain the drainage improvements within this easement. If Fort Bend County does not provide maintenance, the owners of the tracts in Laprada Landing will be required to do so.

7. Fencing and Entry Gate. Grantor has installed at its expense decorative fencing along the common boundary of the Property and the right of way of Laprada Trace. The owner of the Property shall maintain such fence along the Property in a good condition at all times. If repairs to or replacement of such fence is necessary, the owner of the Property shall, at its expense, repair or replace such fence as originally installed by Grantor. In addition, in connection with the construction of the residence on the Property, the owner of the Property must install an entry gate in accordance with uniform specifications for entry gates provided by Grantor for Laprada Landing if Grantor elects to provide uniform specifications or otherwise in accordance with plans and specifications approved by Grantor.

8. Setback Requirements. Unless otherwise approved by Grantor, no building or other improvements shall be located on the Property nearer than:

A. three hundred feet (300') to Laprada Trace or such greater distance as may be specified by Grantor for the purpose of preserving existing trees along such road; or

B. one hundred feet (100') to any boundary of the Property other than a boundary adjacent to the Brazos River.

9. Maximum Height of Antennae. No antennae, either freestanding or attached, shall be permitted to extend more than thirty-five feet (35') from ground level and no freestanding antennae shall be located within the setback areas specified in Section 8 above. No portion of the Property shall be sold, leased, conveyed, or in any manner transferred for use as a wireless or cell tower or other communication facility.

10. Septic Systems. Prior to occupancy of the improvements on the Property, the owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Fort Bend County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining property, such system shall be promptly modified by the owner of the Property at such owner's expense so as to eliminate such foul or noxious odors or unsafe liquid.

11. Water System. Water wells on the Property shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Fort Bend County, Texas.

12. Oil and Gas Drilling Operations. No oil or gas wells, tanks, tunnels, mineral excavation, or shafts shall be constructed on the Property and no derrick or other structures designed for the use of boring for oil or natural gas shall be erected or maintained on the Property.

13. Maintenance. The owner of the Property shall at all times keep the Property in a sanitary, healthful, and attractive manner. The accumulation of garbage, trash or rubbish of any kind or the burning of any such materials, except as such burning is permitted by law, is prohibited. Notwithstanding that certain burning may be permitted by law, absolutely no such burning may take place within two hundred feet (200') of any boundary of the Property. The owner of the Property shall arrange for garbage, rubbish and trash pickup with sufficient frequency to prevent accumulation of such material that is offensive or presents an attraction to pests of any nature.

14. Enforcement of Protective Covenants. Grantor shall have the right, but no obligation, to enforce compliance with these Protective Covenants. These Protective Covenants, may also be enforced by any other owner of a tract of land in Laprada Landing. Enforcement of these Protective Covenants by Grantor or the owner of another tract in Laprada Landing may be in any manner permitted by law including, without limitation, injunctive relief. In the event of default on the part of the owner or occupant of the Property in observing any of the provisions of these Protective Covenants, such default continuing after ten (10) days' written notice thereof, Grantor may without liability to the owner or occupant in trespass or otherwise, but without being under any duty to so do, enter upon the Property to do anything necessary to secure compliance with these Protective Covenants and may charge the owner or occupant of the Property for the cost of the work performed plus an administrative fee of 15% to cover the costs of arranging for and providing such service.

15. Attorneys' Fees. The owner of the Property shall be liable for all expenses, including, but not limited to, attorneys' court costs and professional fees, incurred by Grantor or the owner of another tract of land in Laprada Landing in acting to cause compliance with or to cure violations of these Protective Covenants.

16. Assignment. Grantor has and hereby retains the right to assign any rights, powers and authority herein retained by it with respect to these Protective Covenants. In the event Grantor elects to assign such rights, such assignment shall be evidenced by an instrument in writing, executed and acknowledged and filed in the Official Records of Real Property of Fort Bend County, Texas (the "Official Records").

17. Severability. Invalidation of any one of the covenants, conditions or restrictions of these Protective Covenants shall not affect any other provision, which shall remain in full force and effect.

18. Government Law. These Protective Covenants shall be governed by and construed in accordance with the laws of the State of Texas.

19. Terminology. The captions beside the numbered paragraphs herein are for convenience only and shall not limit, enlarge, modify, or otherwise affect these Protective

Covenants in any manner whatsoever. Whenever required by the sense and circumstances of the context of these Protective Covenants or of any deed which these Protective Covenants have been made a part thereof, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

20. Amendment. These Protective Covenants may be amended in any respect or terminated in their entirety by an instrument signed by the owner of the Property and the owners of not less than 75% of the number of acres of land in Laprada Landing, exclusive of the Property; provided, however, any amendment or termination of these Protective Covenants must also be signed by Grantor as long as Grantor is the owner of any tract in Laprada Landing. Any instrument amending or terminating these Protective Covenants must be recorded in the Official Records.