DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF WILD RIDGE ESTATES SECTION NO. 1

STATE OF TEXAS)(
)(
COUNTY OF GRIMES)(

WHEREAS, KENT MOORE LEASING, LTD., a Texas limited partnership, is the owner of all that certain tract of land in Grimes County, Texas, which tract is described as WILD RIDGE ESTATES, SECTION NO. 1, according to the plat filed of record in Volume 1168, Page 563 of the Official Records of Grimes County, Texas (the "Property"); and

WHEREAS, KENT MOORE LEASING, LTD. desires to create and provide for the development and improvement and maintenance of said WILD RIDGE ESTATES, SECTION NO.

1, for the mutual benefit and pleasure of the present and future property owners in such Subdivision, and to protect the property values within such Subdivision by imposing upon and against all the designated Lots therein the covenants, reservations, restrictions, and other provisions hereinafter set forth;

NOW THEREFORE, KENT MOORE LEASING, LTD. does hereby make, adopt and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, each of which shall be applicable to WILD.

RIDGE ESTATES, SECTION NO. 1, according to the plat filed of record in Volume 1168, Page 563 of the Official Records of Grimes County, Texas.

I.

DEFINITIONS

The following words when used in this instrument shall have the following meanings:

A.

B.

"Recording Date" shall mean the date upon which this document is filed of record with the Country Clerk of Grimes County, Texas.

C.

"Lot" or "Parcel" shall mean those plots of land shown on the map or plat of the Subdivision filed of record with the Clerk of Grimes Country, Texas, with the exception of those plots of land designated as Reserve Tracts (if any), and reservations herein after made, if any.

D.

"Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities of the fee simple title to any Lot in the Subdivision, or any part or interest therein, but shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term "Owner" shall further include any person or entity claiming title to any Lot or portion thereof by adverse possession, any person or entity leasing, renting or otherwise occupying any Lot or part thereof, and any person or entity claiming interest in a Lot or part thereof under a contract of sale.

E.

"Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements on the property. KENT MOORE LEASING, LTD. shall appoint the Architectural Committee.

F.

"Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

G.

"Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

H.

"Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

Π.

EASEMENTS

KENT MOORE LEASING, LTD., hereby dedicates to the Public a perpetual utility easement in, along, under, over, across, and through those areas on the plat of said Subdivision designated for such easements, said plat being referred to in paragraph I.A. above. Utility companies

shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitations of the generality thereof, water, sanitary sewer, storm sewer, drainage and gas pipelines, mains, conductors, and all appurtenances thereto and electric distribution and communication lines, wires, conduits, guy wires, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The width of the utility easements hereby reserved are as shown on said plat and shall extend below ground level sufficiently to accommodate utilities and extending upward to a plane of sufficient height above the ground to include utility equipment as constructed.

III.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of the Subdivision as a district set aside for rural residential homes and certain other uses accessory thereto, the following restrictions, including without limitation, restrictions, covenants, declaration, easements, limitation, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy and conveyance of all the parcels in the Subdivision. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the Subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of and interest in such parcel.

A. <u>BUILDING, CONSTRUCTION, AND USE RESTRICTIONS</u>

- 1. Only single family residential dwellings and appurtenances ordinary to residential living shall be built on any parcel in the Subdivision. All appurtenances shall also require the approval of the Architectural Committee (as defined in I.E. above). Each parcel in the Subdivision shall be used only for non-commercial residential and recreational purposes. To this end, without limitation, the following structures may not be built or used on any parcel of the Subdivision: hospitals, clinics, rest homes, duplex houses, four plexes, apartment houses, mobile homes, manufactured housing, hotels, boarding houses, rooming houses, fraternity houses, sorority houses, or any retail, wholesale, or other business or commercial establishments of any kind. The noncommercial single family residential dwelling may be occupied only by either (a) an owner and persons related to the owner, plus one (1) person who is not related to the owner; or, (b) if the property is not occupied by an owner, one (1) person who is not related to the owner, plus persons related to that person. ("Related" means a spouse, parent, grandparent, brother, sister, child, grandchild or other person related by law, blood or marriage). Notwithstanding the above, consulting or similar in-home business activities that have limited customer activity shall be permitted. The Architectural Committee shall have the right and power to stop or restrict any such in house business activity if the Architectural Committee determines in its sole discretion that the business or activity is detrimental to the Subdivision.
- 2. The authority of KENT MOORE LEASING, LTD. and/or the Architectural Committee, as stated in this Declaration, including the right to enforce these Restrictions continues until such time as (1) KENT MOORE LEASING, LTD., ceases to own any of the Lots subject to this Declaration, and (2) KENT MOORE LEASING, LTD., in its sole discretion, notifies the Lot Owners by recording in the Official Records of Grimes County, Texas a document terminating its authority and responsibilities in said Subdivision. Accordingly, each Lot Owner shall then have the right to

enforce the restrictions in said Subdivision as provided by Texas law, to include formation of a Home Owners Association if so desired.

- 3. No residence shall be constructed on any parcel that has an under roof living area, excluding porches, garages, patios and the like, of less than 1,600 square feet. Construction of the main dwelling, once begun, shall be completed in no more than 24 months. External materials, excluding the roof, of all main residences must be composed of at least twenty-five percent (25%) masonry.
- 4. Only one single family dwelling and appurtenances thereto such as garages, outbuildings, barns, stables, and the like may be placed or constructed on each of the parcels as platted and/or subject to KENT MOORE LEASING, LTD. having the right in its sole discretion to alter or change the size of or to subdivide any Lot within the Subdivision.
- 5. As to all Lots no building or structure except fences may be located on any such Lot nearer (a) to the Front Line of the Lot than seventy five (75') feet, or (b) nearer to the side Lot lines than thirty (30') feet or (c) nearer to the back Lot line than thirty (30') feet. However, in no event will such set back lines be less than those set by governmental requirements. The "Front Line" of a Lot is that side which abuts a public street or road. Parcels that abut on two public streets or roads shall be deemed to have Front Lines on both sides.
- 6. No residential dwelling shall be built without a State of Texas or other required governmentally approved septic tank or other sewage disposal system that is so approved.
- 7. The color scheme, design, height, configuration and location of all structures, including, but not limited to the primary single family dwelling, garages, barns, outbuildings, stables and the like located on a Lot shall be subject to approval of the Architectural Committee. Approval to build may be denied if the Architectural Committee is of the opinion in its sole discretion that

such color scheme, design, height, configuration or location will be detrimental to the Subdivision or an adjoining Lot or parcel.

- To ensure a consistency of design, appearances, and materials throughout WILD 8. RIDGE ESTATES, PHASE ONE, all fences along the Front Lines of a Lot (as defined above) must conform to the following standards: (1) be of the same wire mesh construction with galvanized steel pipe posts twenty feet (20') apart on center as KENT MOORE LEASING, LTD. has previously installed, including material and height; and (2) the fence aligned with contiguous neighbors fencing (if such exist) and placed on the property line parallel and contiguous to the aforementioned public In the event a Lot Owner should desire additional entrances to a Lot, prior to cutting any existing fence fronting a street or road, the proper bracing must be erected to prevent slack in the fence. Prior approval of additional entrances must be obtained in writing from the Architectural The fence KENT MOORE LEASING, LTD. installed on any Lot shall be conveyed with associated ownership and maintenance responsibilities to each respective Lot Owner. A Lot Owner shall not be allowed to remove a Front Line fence without the written permission of the Architectural Committee. "Side fences" or "back fences" are not required to meet those standards of fences fronting on a public road. Side fences shall be constructed with five strands of barbed wire with four inch (4") top cedar posts eight (8) to ten (10) feet apart. The fence must be fifty inches (50") tall.
- 9. Driveways shall be surfaced in asphalt, concrete, georgetown white stone, or other comparable quality aggregate. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets, or private driveways within the Property.

- 10. Mailboxes shall be erected and maintained on each Lot upon which a residence is situated, and shall be fixed on 4 by 4 posts, approved by the Architectural Committee. The original mailboxes shall be erected by Declarant. Only wood post stands are permitted. Each mailbox shall be new when installed, constructed of durable steel or aluminum, and of size and shape conforming to postal authority standards for single family residential postal depositories. Mailboxes shall be located in accordance with postal regulations.
- Installation and maintenance of butane and propane tanks to serve the single family residence is allowed only when due care is taken to situate any such tank in such fashion that it is least visible to the public road abutting the Lot in the subdivision and to the adjacent Lot upon which such tank is placed. Each Lot Owner agrees that the question of desirable location and visibility shall be determined in the sole and absolute authority of the Architectural Committee as defined herein.

B. GENERAL RESTRICTIONS

- 1. No noxious of offensive trade or activity shall be carried on upon any parcel nor shall anything be done which may be or become any annoyance or nuisance to the Subdivision.
- 2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot within the Subdivision for commercial or other purposes except as set forth in this paragraph. There will be no wild, exotic, or naturally undomesticated animals allowed to be caged or otherwise kept on any parcel within the Subdivision. Poultry, rabbits, lambs and calves are permitted but limited to the period they are being raised for school, 4-H, FFA, or similar projects, and not beyond that period. Horses are permitted but limited to one adult (over one (1) year of age) animal per acre of area in the Lot, fractions of an acre being excluded. Offspring are permitted until they become adult at which time they are subject to the area limitation. Household pets must be restrained by a leash or by a

fence on the property of the owner of the pet and will not be allowed to run at large within WILD RIDGE ESTATES.

- 3. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Architectural Committee, the Committee may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot.
- 4. No act may be performed which is likely to pollute the air or water in any part of the Subdivision, nor may any property owner violate, any ordinance designated to eliminate pollution at that time in force whether it be State, County or City.
- 5. No firearms or fireworks may be discharged in the Subdivision or on any parcel, easements or common area. No hunting of any kind will be allowed.
- 6. No tents, shacks or other temporary living quarters or improvements may be placed on a Lot without prior approval of the Architectural Committee.
- 7. No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, dismantled or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard between a street bordering the Lot and the permanent building structure. Same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets.

- 8. No improvements shall hereafter be constructed upon any of the Property without the prior approval of the Architectural Committee.
- 9. No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, whether attached to a building or structure or otherwise, without the prior written approval of the Architectural Committee. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot so as to unreasonably interfere with the reception of television or radio signals on any other Lot. Notwithstanding the provisions of this paragraph to the contrary, it shall be permissible for the Owner of any Lot to have two small satellite dishes no more than 18 inches in diameter for receipt of television signals.
- 10. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon without the prior written approval of the Architectural Committee.
- 11. No Lot shall be further divided or subdivided, nor may any easement or other interest therein less than whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when KENT MOORE LEASING, LTD. is the Owner thereof, it may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.
- 12. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee, except for signs which are part of WILD RIDGE ESTATES overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

- 13. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property, except for reasonable security or landscape lighting that has the approval of the Architectural Committee.
- 14. All improvements upon the Property, including any Lot, shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner or Owners thereof.
- 15. Exclusive of normal maintenance, any construction or removal in connection with any Improvement which any way alters the exterior appearance of said Improvement shall be performed only with the prior written approval of the Architectural Committee.
- 16. The surface of all roofs of principal and secondary structures shall be metal, shingle, wood shakes, or tile quality composition shingle. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood.
- 17. In the event an Owner desires to use solar panels or other solar equipment in connection with the use of any Lot, the location and installation design thereof shall be submitted to the Architectural Committee and approval of such design, including the aesthetics thereof, shall be required before construction may begin.
- 18. The Architectural Committee shall have the right to approve the location, plans, size, configuration, and materials of any tank used or proposed in connection with a single family residential structure, including stock tanks or ponds and tanks for storage of fuel, water, oil or LPG and including swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. All above-ground storage tanks shall be screened so as not to be visible from any other portion of the Property.

- 19. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.
- 20. Without the approval of the Architectural Committee, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Grimes County, Texas, in connection with the use, maintenance, or construction of a rural private residence or appurtenant structures; provided, however, such machinery or equipment may be placed, operated, or maintained by any governmental or quasi-governmental agency, or by a public utility, in the performance of its legitimate functions. No eighteen (18) wheel tractor trailer trucks shall be allowed to park in the subdivision or on any Lot.
- 21. No mobile homes shall be parked or placed on any Lot at any time. No travel trailers or recreational vehicles may be kept on any Lot unless it is enclosed in a garage or is parked so as not to be visible from adjoining property or public or private thoroughfares. In the event a travel trailer or recreational vehicle is not enclosed in a garage, the location of its storage site must be approved by the Architectural Committee. This restriction regarding travel trailers and recreational vehicles shall not apply to guests staying at any Lot for less than forty-eight (48) hours.
- Each Lot must be maintained in an aesthetically pleasing fashion and mowed such that grass does not exceed 10 inches in height. If the front slab exposure is greater than 6 inches above the ground grade, shrub or flower bed landscaping will be installed to block the slab exposure. If a Lot is not in compliance with this regulation, KENT MOORE LEASING, LTD. may mow the

premises and bill the Lot Owner for the cost thereof. Said bill will be deemed payable within 30 days.

- 23. Every outbuilding, inclusive of such structures as a detached garage, barn, stables, storage building, or greenhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition or be completely screened from public view. All such buildings shall be subject to approval by the Architectural Committee.
- 24. All single family dwellings shall be of recognized standard construction quality, and the exterior (exclusive of doors, windows, and similar openings) shall be constructed of twenty five percent (25%) masonry or other material specifically approved in writing by the Architectural Committee. All chimneys shall be masonry construction. Masonry includes stucco, brick, rock, and all other materials commonly referred to in the Grimes County, Texas area as masonry. Masonry does not include concrete hardy-board siding. Unless an exception is granted by the Architectural Committee, all single family dwellings shall contain no less than the 1,600 square feet of enclosed living space, exclusive of porches (open or covered), decks and garages. All residences must include a minimum of a two car garage or carport either attached or detached as approved by the Architectural Committee.
- 25. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon require. There shall be no construction of improvements, temporary or permanent (including fences), in any drainage easement, except as may be approved by the Architectural Committee.
- 26. The approval or consent of the Architectural Committee of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of

any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

- 27. The Architectural Committee may at its option inspect all work in progress to insure compliance with approved Plans and Specifications.
- Owner or any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this document unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be. Neither the Architectural Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.
- 29. Plans and Specifications shall be submitted to the Architectural Committee in care of WILD RIDGE ESTATES, 450 Stone City Drive, Bryan, Texas 77803, or Kenny Bolline at (979) 406-0221.

IV.

RE-SUBDIVISION

No Lot as shown on the recorded map and plat of the Subdivision in Volume 1163 at Page 563 of the Official Records of Grimes County, Texas may be subdivided without the written consent of KENT MOORE LEASING, LTD.

V.

WATER SERVICE

The Subdivision is serviced by Wixon Water Supply Corporation. Each Lot Owner desiring said water service shall be required to contract directly with Wixon Water Supply Corporation. The cost of water, tap fees, membership fees, expansion reserve fees, installation fees, monthly use fees and meters shall be subject to the fee schedule of Wixon Water Supply Corporation and paid by the Lot Owner. This paragraph does not prohibit Owner from having his own well subject to appropriate health ordinances and the availability of water.

VI.

ELECTRICAL SERVICE

The Subdivision is serviced by Mid South Electric Coop. Each Lot Owner desiring said electric service shall be required to contract directly with Mid South Electric Coop. The cost of meters, membership fees, expansion reserve fees, installation fees, and monthly use fees shall be subject to the fee schedule of Mid South Electric Coop and paid by the Lot Owner.

VII.

MISCELLANEOUS PROVISIONS

1. The foregoing Restrictions are adopted as part of and shall apply to each and every parcel in the Subdivision. Such Restrictions are equally for the benefit of all subsequent owners of parcels in the Subdivision and accordingly, shall be covenants running with the land. Any owner of, or the lien holder of any of the property in the Subdivision or the Architectural Committee shall have the power to prosecute in the appropriate court of law or in equity to prevent any violation or attempted violation of the Restrictions and to recover the damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the Restrictions.

- 2. The term of the Restrictions shall be for a period from the filing of this instrument for record in Grimes County, Texas, until the 10th day of February, 2016. After such date such Restrictions shall be automatically extended for successive periods of ten (10) years each, unless and until such Restrictions are altered, rescinded, modified or changed, in whole or in part by an instrument executed by KENT MOORE LEASING, LTD. and the then record owners of a 2/3 majority of the parcels in the Subdivision and such instrument is then duly recorded in the Official Record of Grimes County, Texas. In the vote to alter, rescind, modify, or change these Restrictions each Lot shall be entitled to one (1) vote.
- 3. Nothing contained in this document, nor any violation of any of the Restrictions shall have the effect of impairing or affecting the rights of any mortgagee, or trustee under any mortgage or deed of trust outstanding against all the Subdivision of any portion thereof.
- 4. Any and all rights, powers and reservations of KENT MOORE LEASING, LTD. herein contained may be assigned to any person, corporation, or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall assume such to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by KENT MOORE LEASING, LTD. herein and KENT MOORE LEASING, LTD. shall thereafter be released from any future liabilities. The term KENT MOORE LEASING, LTD. as used in this document includes all such assignees and their heirs, successors, and assigns.
- 5. Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any

reference to this declaration is contained in the instrument by which such person acquires an interest in the property.

- 6. KENT MOORE LEASING, LTD. reserves the right to make changes to and deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out.
- 7. The invalidity, violation, abandonment, waiver of, or failure to enforce anyone or more of, or any part of, the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.
- 8. KENT MOORE LEASING, LTD., its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to this Declaration, by filing of Record, a Supplementary Declaration with respect to such additional property which shall extend the scheme of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the covenants established by this Declaration within the existing Subdivision.

Dated this the _____ day of April, 2006.

KENT MOORE LEASING, LTD., a Texas limited partnership

By: SAWDUST RESOURCES, L.L.C., a Texas limited liability company, its General Partner

Ву:	y:	
	Lindsey Bolline, Vice-President	

THE STATE OF TEXAS)(
COUNTY OF BRAZOS)()(
	wledged before me on this theday of April, 2006, by Sawdust Resources, L.L.C., a Texas limited liability company, easing, Ltd., a Texas limited partnership, on behalf of said
	Notary Public, State of Texas My Commission Expires: