EXHIBIT C TO DECLARATION OF RESTRICTIONS
FOR
MOUND CREEK, SECTION 1

RESTRICTIONS

107-98-1285

1. LAND USE AND BUILDING TYPE

No lot shall be used for any purpose except for single family residential or recreational purposes; provided that until the Developer, its successors and assigns, has sold all of the lots in Mound Creek, Section 1, any lot may be used by Developer, its successors and assigns, for the erection and operation of a sales office, construction office, or model home. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses whether from homes, residences or otherwise, and the above described uses of the above described property are hereby expressly prohibited. The term "recreational uses" as used herein shall be held and construed to exclude commercial, business and professional activities of any nature, whether from homes, residences or otherwise, and the above described uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in Mound Creek. No building shall be erected, altered, placed or permitted to remain on any lot other than:

(a) one (1) detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and

(b) tool sheds or workshops for the personal use of the purchaser, grantee, lessee or owner, and his immediate family; and

(c) one (1) or more shelters for pets or domestic animals kept on the premises for non-commercial purposes.

All mobile homes and trailer houses are absolutely forbidden to be permanently located on the land. A trailer house or mobile home is permanently located upon the land when it is blocked, or connected to fresh water and sewage disposal connections on the land, or underpinned, or has been in a fixed location in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, when in a fixed location, in excess of one hundred twenty (120) days.

2. LOT AREA AND WIDTH

No lot may be re-subdivided unless the prior written approval of Developer is first obtained.

3. DWELLING SIZE AND CONSTRUCTION

No residential or recreational dwelling shall be placed on any lot unless its living area has a minimum of one thousand five hundred (1,500) square feet of floor area, exclusive of porches, and garages. All residential and recreational dwellings shall have a concrete foundation or foundation built of materials and by a method approved in writing by the Building Control Committee. All residential and recreational dwellings shall be equipped with fresh water well (except in the event an underground water system is constructed by Developer, on those lots provided with water service by Developer, a fresh water well shall be prohibited) and septic tank connections in accordance with County minimum requirements, and exterior walls of all residential and recreational dwellings shall be completed with a suitable grade of metal, asbestos, wood, brick, or masonry siding so as to present a suitable appearance, provided however, that the Committee has the authority in its sole discretion to approve residential and recreational construction utilizing other siding materials, where, in its judgment, such deviation will result in a structure of suitable appearance. Such approval must be granted in writing, and when given, will become a part of these restrictions. All roofs on any residential or recreational dwelling shall be constructed and maintained with wood shingles, composition shingles, or aluminum shingles. Roofing of tool sheds, garages, carports and animal shelters may be made of any suitable material, subject however, to the approval of the Committee.

4. BUILDING LOCATION

No building shall be located on any lot within ninety (90) feet of the center line of the road or within twenty (20) feet of the side lot property line unless approved by the Committee in writing.

5. CONSTRUCTION AND COMPLETION

Written approval of the Committee shall be required before any single family dwelling, whether residential or recreational, may be occupied prior to the entire completion of the exterior of such dwelling including all additions or expansions. Entire completion additionally shall include but not be limited to removal from the construction site of all unused construction materials and cleaning of the construction site so that the general appearance of the area meets the standards set by the Association.

6. RECREATIONAL VEHICLES AND SHELTERS

Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house, camping, and hunting trailers, motor homes, tents, or other portable camping structures, when used temporarily for camping and recreational, but not for residential purposes. A trailer, mobile home, motor home, tent or other camping shelter shall be deemed to be in use for residential purposes if the same remains in a fixed spot upon the land in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, when in a fixed spot in excess of one hundred twenty (120) days.

7. TEMPORARY STRUCTURES

Structures which do not comply with the land use and building type restrictions contained elsewhere herein shall be prohibited, whether temporary or permanent in character.

8. FENCES

The minimum type fence accepted shall be a four-wire fence with four-inch top posts, such posts being a minimum of ten (10) feet apart and all corners shall be properly guy-wired and braced. Corner posts shall be six inch, top posts. No fence shall be constructed of what is commonly known as "chicken wire".

9. SIGNS

No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential or recreational lot without the consent in writing of the Committee, except one (1) sign not more than forty-eight (48) inches square, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period as established by Developer. Developer or members of the Committee shall have the right to remove any such sign, advertisement or billboard, or structure which is placed on any lot in violation of these restrictions, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

10. LIVESTOCK AND POULTRY

Dogs, cats, and other household pets and exhibition animals may be kept on any lot, provided they are not kept, bred or maintained in excessive numbers or for any commercial purpose. Furthermore, horses, cows, goats, chickens and other domestic fowl may be kept for the use and pleasure of the owner of any lot, but not for commercial purposes; provided, further that all such animals be kept in a suitable enclosure for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock, or poultry from the covenant against nuisances elsewhere herein. Any livestock

enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkempt appearance or produces noxious odors may be declared a nuisance by the Committee and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance. Notwithstanding the preceding, swine may not be kept on any lot unless they are for exhibition purposes and do not total more than two (2).

11. NUISANCES

No noxious, offensive, dangerous or noisy activity shall be conducted on any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said lot is located. Lots shall be kept clean and free of trash, garbage, and debris, and fires shall be contained in a safe enclosure. **No grass or weeds shall be allowed to grow to a height which is unsightly in the opinion of Developer or the Association. Developer or Association shall have the right to, after seven days of written notice to the owner of a lot, to remove from such lot accumulated trash, garbage or debris and to cut and remove unsightly grass and weeds and to charge the lot owner for all reasonable costs thereby incurred.**

12. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other wastes shall be kept in sanitary containers until disposition.

13. REMOVAL OF DIRT AND OTHER MINERALS

No oil drilling, development, refining, quarrying or mining operation shall be permitted upon or in any lot by any purchaser, grantee, or lessee. No sand, gravel or earth shall at any time be excavated or dug out of any lot, except for the purpose of laying the foundation of a residence thereon, erecting such residence, improving the gardens or grounds thereof. Except in conjunction with construction and dralnage work, the removal of dirt, stone, gravel or other minerals from any lot for any purpose is forbidden without permission in writing from the Committee.

14. ABANDONED OR JUNKED MOTOR VEHICLES

No lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned motor vehicle is one wihout a current state inspection sticker. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrailers, or the like, shall be kept on any lot other than in a garage, or other structure approved by the Committee.

15. HUNTING

Absolutely no hunting shall be allowed in Mound Creek, Section 1.

16. STORAGE

No lot shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any lot as residential or recreational property.

17. STRUCTURES ON EASEMENTS

No structure, planting or other material shall be placed or permitted to remain within the easements of record in Harris and Waller Counties, Texas, to which Mound Creek is subject, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which Developer, a public authority or private utility company is responsible.

18. SEWAGE FACILITIES

All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications as set out in the guidelines prepared by the health department adopted November 30,1977, a copy of which shall be available at the office of Developer and the Association, and no outside or surface toilets shall be permitted under any circumstances. All lavatories, toilets and bath facilities shall be completely installed and functioning before any residence is occupied.

19. UNSOLD LOTS

Notwithstanding anything to the contrary herein, Developer reserves for itself and its designated agent or agents the right to use any unsold lot or lots for a temporary office locating and the right to place a sign or signs on any unsold lot or lots.

20. INTERPRETATION

In the event of any dispute over the proper interpretation of any of the provisions of this declaration, the determination of the Developer shall be final and binding on all interested persons.

21. GENERAL APPEARANCE

Each lot shall be mowed at six-month intervals and the general appearance of such lot shall be maintained in a manner beneficial to the environment of the development and in conformance to the standards set by the Association.

EXHIBITED TO DECLARATION OF RESTRICTIONS FOR MOUND CREEK, SECTION 1

ADMINISTRATION

1. TERM

These covenants and restrictions are to run with the land and shall be binding upon and inure to the benefit of all owners of tracts in Mound Creek, Section 1, and all persons claiming under them until January 1, 1989, after which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority in votes of the then owners of tracts in Mound Creek, Section 1, is filed for record in Harris and Waller Counties, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part with the owner of each lot being entitled to one (1) vote per acre.

2. AMENDMENT AND EXEMPTION

Developer, its successors and those to whom this right is expressly assigned, shall have the right and power to modify or eliminate entirely the foregoing restrictions by recorded instrument with respect to any portion of Mound Creek, Section 1, or any tract thereof, before Developer shall have conveyed title thereto, subject, however, to the approval of such modification or elimination by 0. Dean Couch, Jr. DBA Couch Mortgage Company (hereinafter called "Lender"), such approval being required only during the term of the loan with respect to such property from Lender, however, any such amendment or elimination shall not be held to destroy the validity or enforceability of the restrictions upon the tracts previously conveyed by Developer. Developer, its successors and those to whom this right is expressly assigned, shall have the power to exempt any tract from the foregoing restrictions or any part thereof by express recital in the initial conveyance of such tract by Developer, or subsequent to conveyance, by special letter agreement to the contrary, from the Committee with respect to each tract, subject however, to the approval of such exemption by Lender, such approval being required only during the term of the loan from Lender with respect to such property. Approval of such exemption from the foregoing restrictions, or any part thereof, by Lender, shall be effective and act as a waiver of such exemptions or any part thereof with respect to all

tracts in Mound Creek Subdivision, Section 1, however approval by Lender of such exemptions shall not affect the requirement of approval of same on each tract by the Committee.

3. ENFORCEMENT

The covenants, reservations, easements, and restrictions set out herein are for the benefit of Developer, its successors and assigns, and equally for the benefit of any subsequent owner of any tract or tracts in Mound Creek, Section 1, and his heirs, executors, administrators, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties, by and through the Association and the Committee as elsewhere herein provided.

4. SEVERABILITY

The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements and restrictions shall in no way affect or impair the covenants, reservations, easements and restrictions which shall remain in full force and effect.