DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOREST VIEW

THIS DECLARATION of Covenants, Conditions and Restrictions (herein called "Declaration") is made as of the 12 day of December 2018, by Forest View, LLC, a Texas limited liability company, (herein called "Declarant").

WITNESSETH:

WHEREAS, Declarant owns that certain property described in Volume 10, Page 50, Plat Records of Wood County, Texas; and

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of such lands as a first-class residential development of high quality and standards in a consistent manner, with continuity, and to insure the Creation of an architecturally harmonious subdivision, Declarant desires to subject the Property, as hereinafter defined, to the covenants, conditions and restrictions hereinafter set forth (herein collectively called the "Covenants");

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed Subject to the Covenants,

ARTICLE I

DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

A. "Covenants" shall mean the covenants, conditions, assessments, charges, servitudes, liens, reservations, and easements set forth herein.

B. "Declarant" shall mean Forest View, LLC, a Texas limited liability company, and any successor and assign of Declarant's rights and powers hereunder, but with respect to any Such Successor or assign (1) such successor or assign shall not be deemed to be ä "Declarant" unless Such successor or assign is designated as such pursuant to a written instrument signed by Declarant (which written instrument shall be filed of record in the Official Public Records of Wood County, Texas, designating that part of the Property to which it relates) and (ii) Such Successor or assign Shall Only have those rights and powers of Declarant that are specifically assigned by such written instrument.

C. "Declarant Land" shall mean such part or parts of the Property, including but not limited to the Lots owned by Declarant, together with the buildings, structures and improvements thereon, if any, as may be owned now or at any time hereafter by the Declarant, for as long as the Declarant is the owner thereof. Declarant Land shall include any Lot or parcel of the Property which is reacquired by Declarant through foreclosure and reconveyance or assignment in lieu of foreclosure or in Cancellation of any purchase money indebtedness owed to Declarant.

D. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as amended or supplemented from time to time.

E. "Deed" shall mean a deed or other instrument conveying the fee simple title to all or any portion of the Property, including but not limited to a Lot.

F. "Dwelling Unit" shall mean any portion of a building situated on a Lot designed and intended for use and occupancy as a residence by a single family.

G. "Exempt Property" shall mean the following parts of the Property:

(1) All land and Permanent Improvements owned by or dedicated to and accepted by the United States, the State of Texas, the County of Wood, or any political subdivision thereof, for as long as such entity or political subdivision is the Owner thereof, or for so long as said dedication remains effective.

H. "Lot" shall mean any lot described in the Forest View, Phase One (Plat) recorded in Volume 10, Page 50, Plat Records of Wood County, Texas together with any lots which may, from time to time, result from the resubdivision, combination or division of any of such lots, as may be shown upon a plat or plats of the Property or any part thereof now or hereafter filed for record in the Plat Records of Wood County, Texas (as such plat or plats may be amended from time to time). The term "Lot" shall also include any other portion of the Property which may, from time to time, be shown upon the aforementioned plat or plats (as same may be amended from time to time) and which is designated on such plat or plats to be a Lot by a separate written instrument executed by Declarant, or its successors or assigns, filed of record in the Official Public Records of Wood County, Texas.

I. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot but excluding those having such interest merely as security for the performance of an obligation.

J "Permanent Improvements" shall mean with respect to any Lot or any other portion or parcel of the Property, any and all improvements, structures, and other materials and things (including, but without limitation, trees, berms, shrubs, hedges, and fences) which, at the time of each Assessment, are located thereon.

K. "Plat" shall mean the subdivision plat of any portion of the Property presently on file in the Map and Plat Records of Wood County, Texas, and any other plat or plats of all or any portion of the Property now or hereafter filed for record in the Plat Records of Wood County, Texas (as such plat or plats may be amended from time to time). The streets shown on the Plat, unless otherwise stated on the Plat, have been dedicated to the public.

L. "Person" shall mean and refer to an individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

M. "Property" shall mean:

(1) The land described in Forest View, Phase One recorded in Volume 10, Page 50, Plat Records of Wood County, Texas; and

(2) Additional adjacent land subjected to this Declaration, if any.

O. "Subdivision" shall mean the residential subdivision located in Wood County, Texas, and known as Forest View, according to the Plat of said subdivision being recorded in Volume 10, Page 50, Plat Records of Wood County, Texas, as the same may be amended or supplemented from time to time, and where the context requires, any other subdivision within the Property as shown by a plat filed for record by Declarant in the Plat Records of Wood County, Texas.

P. "Subsidiary Declaration" shall mean any declaration of Covenants conditions, assessments, or restrictions applicable to any portion of the Property which is recorded after the effective date hereof or which is otherwise subject hereto.

Q. "Supplemental Declaration" shall mean a supplement to this Declaration recorded as provided herein.

ARTICLE II
COVENANTS BINDING ON PROPERTY AND OWNERS

2.01 Property Bound. From and after the date of recordation of the Declaration, the Property shall be subject to the Covenants, and the Covenants shall run with, be for the benefit of, bind, and burden the Property.

2.02 Owners Bound. From and after the date of recordation of the Declaration, the Covenants shall be binding upon and inure to the benefit of each Owner and his heirs, executors, administrators, personal representatives, successors, and assigns, whether or not so provided or otherwise mentioned in the Deed. Except with respect to the Exempt Property, each Owner of a Lot for himself, his heirs, executors, administrators, personal representatives, successors, and assigns, expressly agrees to pay, and to be personally liable for, the Assessments provided for hereunder, and to be bound by all of the Covenants herein set forth.

ARTICLE III
GENERAL RESTRICTIONS

The following provisions shall be applicable to any and all improvements, as herein defined, on or to the Property:

3.01 Use Restrictions- Lots are restricted to single family residential use provided that until the Declarant has sold all of the Lots in the Property, Declarant or its successors and assigns may maintain and operate a sales office.

3.02 Nature of Improvements-

a) All structures must have a permanent foundation.

b) Minimum facility requirements for residences:

1) Adequate food preparation and storage facilities;
2) Two or more separate bedrooms and the living area of each resident (exclusive of porches, patios, garage, terrace or driveways) shall not be less 1,500 square feet;
3) Adequate and properly plumbed bathroom facilities;
4) Appropriate and functional heating and cooling equipment;
5) Fully functional automatic smoke detection and reporting equipment; and
6) Fully enclosed garage.

c) Exterior walls must be constructed of durable and esthetically pleasing materials such as masonry, solid wood and other materials that may be approved from time to time by the Architectural Control Committee. Plywood sheathed walls and plastic or metal sidings are expressly prohibited.

d) Roofing material may be any good quality product designed for such use and accepted by the Committee but may not be highly reflective such as bright, galvanized metal.

e) Utility and other ancillary structures must be located behind the rear building line of the residence and shall be constructed of the same or similar material as the residence.

3.03 Occupancy- No dwelling may be occupied prior to the entire completion of the exterior of the structure. Entire completion includes, but is not limited to, general cleanup and removal from the Lot of all debris and unused construction materials.

3.04 Setbacks- Except for areas crossed by driveways and walkways as approved by the Architectural Control Committee, no part of any improvement may be located within ten feet (10') of side property lines, thirty feet (30') of the rear of the property and forty feet (40') of any Front Property Line.

3.05 Lot Consolidation or Subdivision- No Lot, portion of a Lot or Lots shall be consolidated or subdivided without the express consent of the Architectural Control Committee.

3.06 Utility Services- All permanent utility service lines and/or pipes shall be underground from their point of availability to their respective destinations. A temporary overhead electrical line may be installed during the period of construction only but must be removed as soon as practical thereafter.

3.07 Driveway Entrances- Placement of each driveway entrance and final specifications must be approved by the Architectural Control Committee but must meet the following minimum requirements:

a) The driving surface of each driveway must be a minimum of twelve feet (12') wide.

b) An apron must flare to the surface of the road providing approximately twenty-two feet (22') width of contact with the road surface.

c) The entrance shall be composed of at least eight inches (8") crushed rock and must extend from the paved surface of the road to the outer edge of the ROW.

d) Culverts, if required, must extend well beyond each side of the driving surface.

e) One landscape light fixture approved by the Architectural Control Committee similar to those installed along the hiking trails by Declarant must be installed approximately ten feet (10 ') inside the ROW on both sides of the driveway or at such other locations as directed by the Committee.

3.08 Protection of Natural Vegetation- Within the Greenbelts of the Property, no owner or other party whomsoever shall cut or remove anything other than deadfall and brambles without the express permission of the Committee except with respect to those areas crossed by walkways and driveways as approved by the Committee.

3.09 Recreational Vehicles-

a) Recreational Vehicles may be permanently parked no closer to the street than the back of the residence.

b) Overnight occupancy of a recreation vehicle on any Lot is limited to not more than seven (7) consecutive nights without the express written permission of the Committee.

3.10 Prohibited Structures – Buildings or structures of any kind which do not comply with the land use and other restrictions contained herein as prohibited.

3.11 Signs- No signs, billboard or other advertising device of any kind may be erected or maintained on any Lot without express consent in writing of the Committee except for signage installed by Declarant intended to promote the community. Declarant or any members of such Committee shall have the right to remove any prohibited sign, billboard or other advertising device found to be on any Lot in violation of these restrictions and shall not be liable therefore and are hereby expressly relieved from any liability for trespass or other tort in connection therewith or arising therefrom such removal.

3.12 Animals - Dogs, cats and other household pets may not be kept, bred or maintained in excessive numbers. All such household pets shall be kept within controlled areas on Owners Lots or shall be confined by leash or other control device. It is strictly prohibited to allow pets to run loose. Nothing herein shall exempt or except the keeping of pets from the covenant against nuisance elsewhere herein. Furthermore, absolutely no farm animals including but not limited to horses, cows, goats, chickens, swine or other livestock shall be kept on any Lot.

3.13 Offensive Activity Prohibited- No noxious, noisy or offensive trade or activity shall be permitted upon any Lot nor shall anything be done thereon which is, or may become, an annoyance or a nuisance to the community, is illegal, dangerous or which, in the sole judgment of the Committee, shall have the effect of degrading the residential environment of the Property.

3.14 Junk Motor Vehicles Prohibited- No Lot shall be used as a depository for abandoned or junk motor vehicles. An abandoned or junk motor vehicle is one that is inoperable or is without current state vehicle inspection sticker and current license plate. No vehicle shall be allowed to be stored on any Lot which has a flat or inoperable tire or wheel or is generally unsightly for more than three (3) days. No junk of any kind or character or dilapidated structure or building of any kind or character shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like shall be kept on any Lot outside an enclosed garage or other approved enclosure.

3.15 Hunting Prohibited- Absolutely no hunting shall be allowed in, on or from any part of the Property. Absolutely no handgun, rifle, shotgun or other firearm, pellet gun or airgun, bow or crossbow, slingshot or other weapon or projectile firing device shall be discharged in or from any part of the Property.

3.16 General Appearance- The general appearance of each Lot shall be maintained in a manner beneficial to the environment of the community and in conformity with the reasonable standards set by the Committee.

3.17 Prohibited Operations- No drilling of oil wells, quarrying or mining operations of any kind shall be permitted on any Lot nor shall any private water well be permitted on any Lot.

3.18 Rubbish and Trash Prohibited- Rubbish and trash must be stored in proper containers until it can be disposed of in accordance with applicable governmental laws and regulations.

3.19 Cutting of Trees -No tree in excess of six inches (6") in diameter measured one foot (1') above the ground surface shall be cut, removed or transplanted without the prior approval of the Architectural Control Committee.

3.20 Excavation- No excavation shall be made except in conjunction with construction of an improvement. When such improvement is completed, all exposed openings shall be back filled and graded within 72 hours.

3.21 Completion of Construction- Once commenced, construction shall be diligently pursued to the end that it may not be left in a partly finished condition any longer than reasonably necessary and under no circumstances longer than nine (9) months without written approval of the Architectural Control Committee.

3.22 Fences. All fences shall be 2-3/8" metal posts with four (4) 2"x4" cross runs made of cedar or treated wood. Further, all pickets shall be 1' x 6' cedar that is six feet (6') tall and shall be secured by screws and not nails.

ARTICLE IV

TERM, AMENDMENTS, TERMINATIONS

4.01 Term; Method of Termination. This Declaration shall be effective upon the date of recordation, hereof and, as amended from time to time, shall continue in full force and effect to and including December 31, 2043. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting eighty percent (80%) of the total votes (each Owner other than Declarant having one vote per Lot owned with Declarant having three votes per Lot owned), present at the meeting held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. However, no amendment shall have retroactive application.

4.02 Amendments. This Declaration may be amended or changed in whole or in part at any time by obtaining (i) the affirmative vote of fifty-one percent (51%) of the total votes each Owner other than Declarant having one (1) vote per Lot owned with Declarant having three (3) votes per Lot owned present at a special meeting called pursuant to Section 4.03.

4.03 Election Procedures for Amendments and Termination. The affirmative votes required under Section 4.01 or 4.02 shall be obtained and evidenced by the requisite vote by the Owners (including Declarant) present at a meeting of Owners duly called by at least ten (10) Owners or by the Declarant pursuant to notice to all of the Owners on or prior to ten (10) days before the date of the meeting at which meeting the requisite percentage of Owners, in person or by proxy, vote to so amend or terminate this Declaration (and the Covenants herein). The notice of the meeting must set forth the proposal as to amendment of this Declaration (and/or the Covenants contained herein) and such affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the Owners who called the meeting or the Declarant. In any event, a copy of the minutes must be delivered to the Declarant. There shall be no quorum requirements for any meetings held pursuant to this Section.

4.04 Recording of Amendments. Upon the requisite percentage of Owners duly voting to amend this Declaration (and/or the Covenants contained herein) and upon the other conditions set forth in Section 4.01 and 4.02 (as the case may be) and Section 4.03 of this Article being satisfied, then this amendment shall be executed by the Declarant, placed in recordable form, and filed of record in the Official Public Records of Wood County, Texas, accompanied by a statement that the requisite percentage of Owners have voted to make Such amendment to this Declaration.

4.05 Effect. Upon the filing of an amendment in accordance with Section 4.04, this Declaration and the Covenants, as amended, shall remain in full force and effect.

ARTICLE V

RESERVATION OF RIGHT TO RESUBDIVIDE AND REPLAT RESERVED AREA AND LOTS AND ANNEX ADDITIONAL PROPERTY

Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Declarant hereby reserves the right at any time while it is the Owner thereof to subdivide or resubdivide, as the case may be, and/or plat or replat, as the case may be, all or any portion of Declarant Land, the Common Areas and any Lot or Lots without the consent of any Owner.

It is the Developer's intent to develop additional adjacent property as a part of this Subdivision in multiple phases. Developer hereby further reserves the right to annex additional adjacent property in order to develop such property. Any such annexation shall have the effect of imposing these same Covenants, Conditions and Restriction.

ARTICLE VI

MISCELLANEOUS

6.01 Interpretation of the Covenants. Except for judicial Construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

6.02 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

6.03 Rule Against Perpetuities. If any interest purported to be created by this declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) if applicable, those of the issue of the Declarant who are living at the time the period of perpetuities starts to run on the challenged interest.

6.04 Change of Circumstance. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstance shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

6.05 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Declarant shall have the right to adopt rules and regulations with respect to all other aspects of the Declarant's rights, activities, and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

6.06 Declarant's Disclaimer of Representations, Anything to the Contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plator other instrument recorded in the Official Public Records of Wood County, Texas, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

6.07 Limitation of Liability. In the absence of gross negligence or willful misconduct attributable to Declarant or its successors or assigns, neither Declarant nor its successors or assigns shall have any liability arising out of the performance or nonperformance of any of the rights and powers reserved unto Declarant, its successors or assigns pursuant to this Declaration.

6.08 Successors and Assigns of Declarant, Any reference in this Declaration to Declarant Shall include any successors or assigns of any of Declarant's rights and powers hereunder.

6.09 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

6.10 Captions and Titles. All captions, titles, or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

6.11 Notices. Any notice required or permitted to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, delivery shall be deemed to have been made twenty-four (24) hours after a copy of the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, addressed to each such person at the address given by such person to the party sending the notice or to the address of the Dwelling Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing.

6.12 Prior Recorded Instruments. This Declaration and all of the provisions hereof are expressly Subject to all prior recorded documents affecting the Property, including without limitation, the Reservation of Architectural Control as 'defined herein.

6.13 Enforcement of the Covenants. Notwithstanding anything to the contrary herein, in the event of any violation or attempted violation of any of the provisions hereof, including any of the Covenants, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy

or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

7.01 Designation of Committee- The Architectural Control Committee (hereinafter sometimes referred to as "Committee") which shall consist of David M. Carrazco, David B. Carrazco and Elizama Carrazco.

7.02 Function of the Committee- No improvement, as the term is hereinafter defined, shall be erected, constructed, placed, altered by addition or deletion, maintained or permitted to remain on any portion of a Lot until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to, and approved in writing, by the committee. The Committee shall have the power to employ professional consultants to assist it in discharging its duties and may impose fees to cover the cost of discharging its duties, enforcing design guidelines, enforcing the covenants and restrictions, and enforcing Committee decisions. The fees associated with the foregoing shall be determined and apportioned from time to time by the Committee. The decision of the Committee shall be final, conclusive, and binding upon the applicant.

7.03 Plans and Specifications submitted for approval shall include all of the following that are applicable:

a) A site plan showing all existing and planned improvements including walks, driveways and parking areas together with grading and methods of handling drainage;

b) Exterior elevations showing materials, colors and textures;

c) Structural design;

d) Landscaping and exterior lighting plan;

e) Utility interconnects; and

f) A site and soil evaluation prepared by either a registered professional sanitarian or a registered professional engineer licensed to do business in the State of Texas.

7.04 Basis of Approval- Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity to National Building codes and harmony of external design and of location with regard to neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of these protective covenants.

7.05 Failure of the Committee to Act- If the Committee fails to approve or to disapprove plans and specifications within thirty (30) days after submission, it shall be conclusively presumed that such plans and specifications have been accepted by default except that the Committee has no right, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant herein.

7.06 Limitation of Liability- Neither the Declarant, the Committee nor any of the members of such Committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, or nonfeasance.

IN WITNESS WHEREOF, the undersigned have hereunto caused their names to be signed by the signature of their duly authorized official as of the day and year first above written.

FOREST VIEW, LLC

David B. Carrazco

Name: David Carrazco

Title: Managing Member

STATE OF TEXAS, COUNTY OF WOOD

This instrument was acknowledged before me on the 12th day of December, 2018, by David Carrazco, as Managing Member of FOREST VIEW, LLC.

Iva Louise Henderson

NOTARY PUBLIC STATE TX

Printed Name of Notary:

Iva Louise Henderson

My commission expires: 06-21-2019

After recording, return to:

Forest View, LLC

_____

_____

NOTARY PUBLIC STATE OF TEXAS
IVA LOUISE HENDERSON
Notary Public
State of Texas
My Comm. Expires 06-21-2019