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DECLARATION OF RESTRICTIONS

FOR

SANDY CREEK DEVELOPMENT

STATE OF TEXAS

COUNTY OF COLORADO

) KNOW ALL MEN BY THESE PRESENTS:
)

THAT Sandy Creek Development, a development of Cochran Brothers General Partnership, a Texas general partnership, sometimes hereinafter referred to as "Developer", being the owner of a tract of land in Colorado County, Texas, being all of the John Cassidy Survey, Abstract 138, Colorado County, Texas, as described in Exhibit "A" attached hereto, having subdivided said land into a series of smaller tracts to be known as Sandy Creek Development, does hereby establish, adopt and set forth, certain conditions, covenants, protective provisions and restrictions, as contained in Exhibits "B", "C" and "D" attached hereto, which shall be applicable to said land and shall be binding upon any purchaser, grantee, owner, or lessee of any land in the said Sandy Creek Development, described in Exhibit "A" hereto, and upon the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee or lessee. It is the intention of the Developer that Sandy Creek Development shall be maintained as a recreational area in which the owners of the various tracts may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential and recreational uses and related matters are concerned, while at the same time assuring to every purchaser of land in this development that the appearance and enjoyment of his property shall be controlled and safeguarded.

EXECUTED this 19 day of June, 1978.

By William S. Cochran, III
WILLIAM S. COCHRAN, III
Managing General Partner
Cochran Brothers General Partnership

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. COCHRAN, III, Managing General Partner of COCHRAN BROTHERS GENERAL PARTNERSHIP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of COCHRAN BROTHERS GENERAL PARTNERSHIP, a Texas general partnership, for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL of office on the 19 day of June, 1978.

Tom E. Smalley
Notary Public in and for
Harris County, TEXAS
My commission expires 1-26-80

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EXHIBIT B TO DECLARATION OF RESTRICTIONS
FOR
SANDY CREEK DEVELOPMENT
ORGANIZATIONS

1. PROPERTY OWNERS ASSOCIATION

There is hereby created the Sandy Creek Property Owners Association, hereinafter called "Association", for the purpose of protecting and promoting the residential and recreational environment of all of Sandy Creek Development through maintenance and enforcement of the property restrictions adopted for the Development. The Association shall consist of all the purchasers, grantees, lessees and owners of the tracts which are a part of said Sandy Creek Development with the owner of each tract being entitled to one (1) vote per acre contained within each such tract. The Association shall act by and through a Board of Directors, composed of five (5) of its members, elected annually for terms of one (1) year by the majority in votes of those Association members voting in each election; however, the initial Board of Directors shall be William S. Cochran, III, Robert P. Cochran, and Steve T. Cochran, and shall assume and retain control of the Property Owners Association until that point in time when, in the opinion of Developer, the best interests of all property owners in Sandy Creek Development shall be best served by having a different Board of Directors. If any member of the initial Board of Directors dies, resigns, or becomes unable to act, the other members of the initial Board of Directors are authorized to appoint a new Director to serve.

The initial Board of Directors shall perform the following functions:

- (a) act as representatives of all of the property owners in Sandy Creek Development to insure against depreciation of property values;
- (b) collect and expend, in the interest of the subdivision as a whole, the maintenance charges as hereinafter created;
- (c) enforce, by appropriate legal proceedings, these covenants and restrictions in the manner set out hereinbelow;
- (d) approve or reject plans and specifications for improvements to be erected in Sandy Creek Development in the manner set out hereinbelow;
- (e) keep financial records with respect to maintenance charges collected, which records shall be available for inspection by any lot owner in Sandy Creek Development at all reasonable times; and
- (f) do all other acts necessary to preserve, protect and promote the recreational and residential environment of Sandy Creek Development through maintenance and enforcement of the property restrictions.

2. BUILDING CONTROL COMMITTEE

The Board of Directors shall also be known as the Building Control Committee (herein elsewhere called the "Committee"). No member of the Committee or its designated representatives, as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

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EXHIBIT C TO DECLARATION
FOR
SANDY CREEK DEVELOPMENT

1. NUISANCES

No noxious or offensive trade or activity shall be permitted upon any tract, nor shall anything be done thereon which is or may become an annoyance or nuisance to the development, is illegal, dangerous or immoral, or which shall have the effect of degrading the residential and recreational environment of the development.

2. REMOVAL OF TIMBER

Cutting, harvesting, or removal of timber, trees, shrubs, or flora of any kind or description for commercial purposes is absolutely forbidden. Production of cord wood, lumber, fence posts, pulp wood, or any other type of wood or wood product for commercial purposes, or for use beyond the bounds of the tract where produced, is prohibited. Notwithstanding the foregoing, however, this provision shall not be construed to prevent the clearing of sufficient land for improvements to be erected, including fences, roads, dwellings, earthen tanks and the like, nor to prevent economically prudent disposition of the wood so produced, nor shall this covenant be construed to prevent the cutting of such wood as may be necessary for the personal use of the owner on each tract.

3. SIGNS

No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential and recreational tract 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 tract 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.

4. LIVESTOCK AND POULTRY

Dogs, cats and other household pets and exhibition animals may be kept on any tract, 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 tract, 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 tract unless they are for exhibition purposes and do not total more than two (2).

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EXHIBIT D TO DECLARATION OF RESTRICTIONS
FOR
SANDY CREEK DEVELOPMENT
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 Sandy Creek Development and all persons claiming under them until January 1, 1900, 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 Sandy Creek Development is filed for record in Colorado County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part (with the owner of each tract being entitled to one (1) vote per acre contained within such tract).

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 Sandy Creek Development or any tract thereof, before Developer shall have conveyed title thereto, subject, however, to the approval of such modification or elimination by O. Dean Couch, Jr., D/D/A 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, from the Committee with respect to each tract to the contrary, 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 Sandy Creek Development, 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 Sandy Creek Development 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. WAIVER AND SEVERABILITY

The failure to enforce any one or more of the foregoing restrictions and covenants shall never be considered a waiver of

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3. DUTIES OF THE BUILDING CONTROL COMMITTEE

No building shall be erected, placed or altered on any residential and recreational building site or tract in Sandy Creek Development until the construction plans and specifications therefor and the plat plan of the building site showing the locations of all buildings and sidewalks to be erected thereon have been approved by the Committee as to use, quality of workmanship and materials, conformity and harmony with the external features of existing structures in Sandy Creek Development, and as to location of the building and improvements with respect to topography and finished grade elevation. A majority of the Committee may designate a representative with authority to approve the design and location of any building. Any approval or disapproval by the Committee of any matters herein required or permitted shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after any plans or specifications have been submitted to it, or in any event, if no suit to enjoin the construction under such plans and specifications has commenced prior to the completion of the improvements, approval will not be required and the provisions of this paragraph shall be deemed to have been fully satisfied. The Committee, at its sole discretion is hereby permitted to approve deviations in building area and location in instances where, in their judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing.

The Committee shall also have the right and duty to enforce these conditions, covenants, assessments, protective provisions, and restrictions in any court of law or equity having jurisdiction to hear such action.

4. MAINTENANCE

Each tract sold by Developer shall NOT be subject to an annual maintenance charge; however, at such time as the Board of Directors of the Association shall decide that maintenance expenses are necessary for the maintenance and improvement of the property in Sandy Creek Development, there shall be charged a reasonable and necessary amount to cover expenses incurred for any or all of the following purposes: improving and maintaining streets, roadways and drainage ditches; enforcement and administration of the maintenance funds; enforcement of all covenants and restrictions by the Building Control Committee; and doing any other things necessary or desirable in the opinion of the Board of Directors of the Association to keep, maintain and improve the Sandy Creek Development, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of the board of Directors of the Association in expenditure of such funds shall be final as long as such judgment is exercised in good faith. Any maintenance charge shall be collected by the Board of Directors of the Association, its successors and assigns annually.

Any contingent maintenance charge shall remain effective until January 1, 1988, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the acreage in the tracts covered by this instrument may revoke such contingent maintenance charge on either January 1, 1988, or at the end of any successive ten-year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk, Colorado County, Texas, at any time prior to January 1, 1988, or at any time prior to the expiration of any ten-year period thereafter.

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5. GARBAGE AND REFUSE DISPOSAL

No tract 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, provided, however, nothing herein shall prevent the disposition of garbage, trash or other wastes by burning or burial upon the tract where produced.

6. ABANDONED OR JUNKED MOTOR VEHICLES

No tract shall be used as a depository for abandoned or junked motor vehicles for greater than a reasonable length of time, such reasonable length of time to be determined by the Committee. An abandoned motor vehicle is one without a current state inspection sticker.

7. REMOVAL OF DIRT AND OTHER MINERALS

Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other minerals from any tract for any purpose is prohibited without express written permission.

8. WATER AND SEWAGE DISPOSAL SYSTEMS

Water wells and septic tanks may be utilized and maintained on any tract for the personal use of any purchaser, grantee, lessee, or owner of his immediate family, and their non-commercial invitees, but not for commercial purposes, and all such systems must meet minimum county specifications currently in force.

9. LOT AREA AND WIDTH

No tract may be resubdivided into lots or tracts of less than two (2) acres unless the prior written approval of the Committee is first obtained.

10. 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 (6) inch top posts. No fence shall be constructed of what is commonly known as "chicken wire".

11. GENERAL APPEARANCE

The general appearance of such tract shall be maintained in a reasonable manner beneficial to the environment of the development and in conformance to the standards set by the Association.

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any of the other restrictions and covenants contained herein; and 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 other covenants, reservations, easements and restrictions which shall remain in full force and effect.

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DR. CC. TX.

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EXHIBIT A TO
DECLARATION OF RESTRICTIONS FOR
SANDY CREEK DEVELOPMENT

1594.91 acres, more or less, of land known as the John Cassidy Survey, Abstract No. 138, situated in Colorado County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set for the Southeast corner of the herein described tract and an interior corner of the E. S. Wooly Survey, A-584, and an interior corner of a tract belonging to Lena Balusch;

THENCE N 89° 38' W a distance of 8253.89 feet to an iron rod set for the Southwest corner of this tract, and an interior corner of the William Jones Survey A-3621, and an interior corner of a 320.00 acre tract, now, or formerly, belonging to Mary Elizabeth Dowell;

THENCE N 00° 13' W a distance of 8300.28 feet to an iron rod set for the Northwest corner of the herein described tract, in the East boundary line of the James Hays Survey A-341, and the Southwest corner of the E. P. Ramsey Survey, A-958;

THENCE with the South boundary line of the E. P. Ramsey Survey, A-958, N 89° 07' E a distance of 8208.06 feet to a point for the Northeast corner of the herein described tract and the Southeast corner of the Ramsey Survey, in the West boundary line of the John Sheely Survey, A-513;

THENCE S 01° 12' E a distance of 8481.67 feet to the place of beginning, containing 1594.91 acres, more or less, of land; being the identical property conveyed to Jane Cochran Coleman, et al, by Owen C. Finch, et al by deed dated Nov. 2, 1972, recorded in Vol. 317, p. 428, of the Deed Records of said County, reference to which deed is here made for all purposes, less three twenty-acre tracts of land, being more particularly described by metes and bounds as follows:

A tract of 20.00 acres of land out of the John Cassidy Survey, A-138, situated in Colorado County, Texas, being part of the tract of land conveyed by Owen C. Finch, et al, to Jane Cochran Coleman and William S. Cochran, Jr., by the deed dated Nov. 2, 1972, recorded in Vol. 317, p. 421 of such county's Deed Records; being more particularly described by metes and bounds as follows:

For reference, begin at a fence post in the Northeast corner of the John Cassidy Survey, A-138, at the Southeast corner of a survey made for E. P. Ramsey, A-958, on the West line of the John Sheely Survey, A-513, thence S 01° 12' E, a distance of 1158.72 feet, to a point; thence S 88° 48' W a distance of 69.33 feet to an iron rod in the West boundary of a graded county road, said point being the Northeast corner of this tract, for the PLACE OF BEGINNING;

THENCE S 01° 12' E a distance of 60.00 feet to a point for this tract's upper Southeast corner;

THENCE S 88° 48' W a distance of 700.33 feet to an iron rod set for an interior corner of this tract;

THENCE S 01° 12' E a distance of 627.57 feet to an iron rod set for this tract's lower Southeast corner;

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THENCE S 01° 12' E a distance of 636.38 feet to an iron rod for this tract's easterly Southeast corner;

THENCE S 88° 57' W a distance of 161.54 feet to an iron rod set for an interior corner of this tract;

THENCE S 01° 03' E a distance of 162.50 feet to an iron rod set for this tract's westerly Southeast corner;

THENCE S 88° 57' E a distance of 987.89 feet to a point in Sanders Creek for this tract's Southwest corner;

THENCE N 00° 32' E a distance of 795.96 feet to a point in Sanders Creek for this tract's Northwest corner;

THENCE N 88° 48' E a distance of 1125.77 feet to the PLACE OF BEGINNING, containing 20.22 acres of land.

These restrictions
are not enforced.

Recap of Restrictions for Sandy Creek

- 1) No cutting, harvesting, removal of trees for commercial purposes.
- 2) No ^{signs} ~~signs~~, advertisement, without approval
- 3) Livestock, etc. allowed if not a nuisance. Must be kept up.
- 4) No building to be erected w/o approval.
- 5) No maint. Fees at this time
- 6) No dumping
- 7) No abandoned or junk vehicles for lengthy periods
- 8) No commercial water or sewage disposal systems (for comm. Purposes)
- 9) No tract can be subdivided smaller than 2 acres unless approved.
- 10) Minimum type fence shall be 4 wire fence w/ 4" top posts, such posts being min. of 10' apart. All corners properly guy wired & braced. Corner posts shall be 6" top posts. No chicken wire.
- 11) Appearance kept up.