

DEED RESTRICTIONS AND COVENANTS

SANDY CREEK RANCH

SANDY CREEK RANCH, L.P. (hereinafter referred to as "DEVELOPER"), owner of that real property shown on attached Exhibit "A" attached hereto and incorporated by reference for all purposes and more particularly described on that Plat of record in the Real Property Records of Parker County, Texas in Plat Cabinet __, Slide __, does hereby adopt the following documents to pass with the property and shall become a part of all contracts of sale, deeds, and other legal instruments whereby the title or possession of any part or portion of such property is hereafter conveyed or transferred:

Present and future owners shall conform to these requirements:

DECLARATION

The provisions hereof are hereby made a part of each contract and deed in respect of any lot of the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

ENFORCEMENT

If any owner of any of the Addition or any person shall violate or breach any of the Restrictions, any other owner or owners of any part of the Addition shall have the right to prosecute any proceeding at law or in equity (including suit for permanent injunction) against any such person or persons who are violating or attempting to violate or breach any of such Restrictions, and shall have the right to use any other lawful means to prevent any such violations or breach.

AMENDMENT/VARIANCE/WAIVER

No delay or omission on the part of the Developer, or its successors or assigns in interest, or of any owner or owners, in exercising any right, power, or remedy herein provided for in the event of any breach of any of the Restrictions shall be construed as a waiver thereof or acquiescence therein unless a time period set forth herein applicable to the particular provision breach has expired; and no right of action shall accrue, nor shall any actions be brought or maintained by anyone whomsoever against Developer, its successors or assigns, for or on account of its failure to neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing

herein agreements, conditions, restrictions, charges or covenants which may be unenforceable.

MORTGAGE VALIDITY

Violation of any part of these Deed Restrictions and Covenants shall not default or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot, or portion thereof, but the Restrictions shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of these Restrictions occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

INVALIDATION

Invalidation of any one of these Restrictions by judgment or court or court order shall in no way effect any of the provisions which shall remain in full force and effect.

RESTRICTIONS

PLANS AND SPECIFICATIONS

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans specifications and plot plan have been approved in writing by Developer or its authorized representatives.

In the event the Developer or its authorized representatives fail to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion hereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer nor its authorized representatives shall be entitled to any compensation for services performed to this covenant. The powers and duties of the Developer and its authorized representatives shall cease on or after December 31, 2010. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the Addition and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the Developer.

Neither the undersigned, the authorized representatives or employees shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or for

any owner of property affected by these restrictions by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every owner of any said property agrees that he will not bring any action or suit against undersigned, the authorized representative or employees of any of them, to recover any such damages and hereby releases, remises, and quit claims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provision of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the undersigned nor the authorized representatives or employees assumes liability or responsibility therefore, nor for any defect in any structure construed from such plans and specifications.

VEHICLES

No trailer, camper, boat or motor home, dump truck, trucks, tractors, rated over one (1) ton shall be left on the street or within fifty feet (50') of the front building line. No obviously inoperable vehicle shall be left anywhere that is visible from the street.

ANTENNAS/AERIALS

No radio, satellite dish or television in excess of three feet (3') in diameter shall be visible from the street. No antennas shall exceed eight feet (8') above the highest point of the roof of the residence on the same property unless the height of the antenna is less than the distance to the closest property line.

SIGNS

No sign of any kind shall be displayed to the public view on any lot except: (a) one sign of not more than six (6) square feet, advertising the property for sale or rent; (b) signs used by a Builder to advertise the property during the construction and sales period; (c) signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project.

OFFENSIVE ACTIVITY AND MISCELLANEOUS

No noxious nor offensive trade nor activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to

the neighborhood. All improvements constructed on the lots must comply in all respects with the zoning ordinances, building codes, rules and regulations promulgated by the County.

No hunting or the discharge of firearms of any kind, including cross-bow and bow and arrows, are permitted within a sub-division that has been Final Platted. No deer, turkey or quail trapping or killing.

SWIMMING POOLS

No above ground-level swimming pools shall be installed on any lot. Any swimming pools installed in-ground must be fenced using National Building Code acceptable fencing.

MINIMUM SIZE HOME

Only site built, permanently constructed housing will be allowed. No mobile houses or house trailers shall be for residential use. The minimum size home on each lot shall contain a minimum square footage of sixteen hundred (1600) feet of air-conditioned living area. Each home shall have a garage that will park at least two vehicles. The exterior of said home shall have at least seventy five percent (75%) brick, stone or other approved masonry material. The roof of each home shall have a minimum pitch of 6' to 12' ratio. Only one primary home is allowed per tract; however, second homes built of same construction materials (roof, brick, etc.) may be built for related parties to live in.

FENCING

All permanent fencing located in the front or road side of the property, back to and including a line known as the building line (described herein), shall not be constructed of barbed wire, chain link or other wire products, unless used in combination with the following materials pipe, pipe and cable, split rail wood, wood pickets, basket weave wood, three or four rail wood (painted), rock, steel, iron, brick, or other materials acceptable as architecturally desirable. All fences readily visible from front roads must be kept neatly painted and in good repair.

BUILDING LINES

No building or home shall be erected closer than 50 feet from the front property line 10 feet to any side or rear boundary line. Front building set backs may be selectively enforced by SANDY CREEK RANCH, L.P.

MOWING AND LANDSCAPING

All tracts must have front yards that are combinations of grass, concrete driveways, shrubs and at least two trees

in each front yard. Property owners will be expected to keep their tracts mowed, with a height limit of eighteen inches for grass and weeds. Should this not occur, any homeowner, or homeowner's association or SANDY CREEK RANCH, L.P. may have the tract mowed and charge the property owner a fee for having the tract mowed and for handling the situation. If the fee is not paid, a lien may be filed for said claims for payment. Mowing of the area lying along the paved section of the roadway, through and onto the bar ditch section, and including the easement areas lying along side the property, on or adjoining any such lot or lots, shall be the responsibility of each lot owner. In addition, it shall be the responsibility of each lot owner to maintain the free flow of drainage of water through the bar ditches and to prevent the silting of such ditches. Pursuant thereto, it shall be the lot owner's responsibility to see that no improvement, dam, obstruction, or fence be erected that would prevent the free flow of said drainage areas.

PRIVATE WATER WELLS AND SANITARY CONTROL EASEMENTS

Each owner will have water supply by drilling a private water well. The location of said well must be at least 100 feet away from septic tanks, leach fields, animal corrals, or any other potential sources of pollution or bacteria; or as required by the Health Department of Parker County or the State of Texas. Before installing the water well, the site must be planned that incorporates this 100 foot sanitary control easement.

PRIVATE SEPTIC SYSTEMS

The owner may not discharge raw sewage onto his property. A septic system must be installed in accordance with the health department standards established by Parker County and the State of Texas.

ANIMALS

Normal household pets such as dogs and cats will be permitted, with a limit of 3 adult dogs (not counting puppies under 3 months old) per household. All dogs exceeding fifteen inches (15") in height at the shoulders, shall be contained by fence or leash. Aggressive dogs that are a threat to the safety of neighbors or other pets will not be tolerated. Civil legal action may be used to control such aggressive animals, which includes but is not limited to any wild animal, game cock, etc. Domestic livestock shall be allowed such as horses, cows, goats or sheep; limited to one (1) adult per acre of land owned.

MINING OR OIL AND GAS DRILLING

No mining of surface or subsurface materials will be allowed within the subdivision without the written express permission of SANDY CREEK RANCH, L.P., except that the oil and gas and mineral estate owners may from time to time enter to service wells and/or may operate within the rights granted them with regard to the easements of record for lines or their lease management or ownership.

OUTBUILDINGS AND BARNs

Outbuildings and barns may be constructed on the property, under the following conditions. Said buildings may not be used for storage of dangerous or noxious materials in quantities other than necessary for use in normal everyday activity of animal husbandry, landscaping care or other household use. Business activity shall be limited to no more than four employees and signs for such businesses shall be no larger than 16 square feet. Should outbuildings be for business purposes, neat and adequate parking in the rear of the residence or outbuilding shall be provided. Barns for horses, etc., may be erected. No galvanized metal, tin, or other unpainted surface may be used for construction of outbuildings. Outbuildings must be set back at least 30 feet behind the front building line of the residence unless they are constructed of the same materials and exterior design as the house. No outbuilding shall exceed 24 feet in height at the peak, nor be larger than twice the gross square footage of the house.

SUBDIVIDING OF LOTS

Further subdividing lots shall be prohibited except as may be provided herein.

TRASH, JUNK AND OLD VEHICLES

No lot may be used to collect, store or create trash, junk, or old and/or wrecked vehicles that create unsightly scenes. A screen or fence or outbuilding must be erected to hide such things from the view of the street.

CULVERTS

Any driveway that exits off a dedicated county roadway must have a culvert not less than twelve inches in diameter, or as required by Parker County Public Works Department installed in the roadway bar ditch. Culverts must have sloped ends. Concrete is required from the edge of pavement to the property line and extending at least one foot beyond end of culvert as it lays into the bar ditch.

DURATION OF RESTRICTIVE COVENANTS

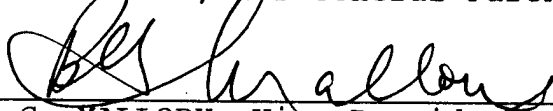
The restrictive covenants contained herein shall be in effect for not less than twenty years from the execution of this document, and shall be automatically renewed unless a two thirds majority of the owners elect to amend this document at the end of the initial twenty years. Successive renewals in ten year increments shall become effective automatically. On the anniversary date of or within six weeks after the anniversary of the 20th, 30th, 40th, etc., years, a petition with two thirds of the property owners can be filed of record as herein set out. At ANY TIME that SIXTY SIX PERCENT of the owners wish to relinquish, alter, amend or alter these covenants, a filing of that petition in proper form will so change the covenants.

AMENDMENT OR SUPPLEMENTATION

SANDY CREEK RANCH, L.P. may amend or supplement these deed restrictions and covenants as long as they own at least fifty percent (50%) of the tract.

EXECUTED THIS 22 day of October, 2001.

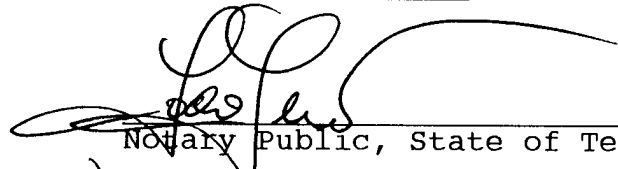
**SANDY CREEK RANCH, L.P., represented
herein by B-M-W DEVELOPMENT
CORPORATION, its General Partner**


B.G. MALLORY, Vice President

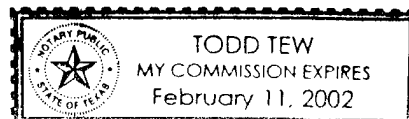
(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 22 day of October, 2001, by B.G. MALLORY, as Vice President of B-M-W DEVELOPMENT CORPORATION, general partner, on behalf of SANDY CREEK RANCH, L.P., a Texas limited partnership who is personally known by me or identified to me by Texas or _____ Driver's license number _____.


Notary Public, State of Texas

AFTER FILING RETURN TO:
TODD W. TEW, ATTORNEY AT LAW
3220 W. Southlake Blvd., Suite T
Southlake, Texas 76092



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Nov 14, 2001 at 01:41P

Document Number: 00430875

Amount 21.00

By
Melissa Rutledge

STATE OF TEXAS COUNTY OF PARKER
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Parker County
as stamped hereon by me.

Nov 14, 2001

Jeane Brunson, County Clerk
Parker County