

**DECLARATION OF RESTRICTIONS, COVENANTS AND
CONDITIONS OF
COUNTRY CREEK FARMS, PHASES 1 and 2**

Belinda G. Scott

THE STATE OF TEXAS §

COUNTY OF ELLIS §

This Declaration of Restrictions, Covenants and Conditions (the "Declaration") is made this the 15th day of September, 2004 by Bob Hamlin, Sherry Hamlin, James A. Scott, III and Belinda G. Scott (collectively referred to herein as the "Declarant").

Recitals

1. Declarant is the owner of all that certain real property (the "Property" or the "Addition") located in Ellis County, Texas, more particularly as COUNTRY CREEK FARMS, PHASE 1 according to the plat thereof recorded in Cabinet G, Slides 144-145, and COUNTRY CREEK FARMS, PHASE 2, according to the plat thereof recorded in Cabinet G, Slides 161-162, Plat Records of Ellis County, Texas.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

**ARTICLE ONE
ZONING**

Section 1. The Property is not subject to zoning by any incorporated municipality at this time. In the event of the application of any future zoning ordinances that set forth

Return to: Hamlin, P.O. Box 1150, Red Oak, TX 75154

lesser requirements than are set forth herein, the more restrictive provisions herein shall be superior and prevail.

ARTICLE TWO CONSTRUCTION ON AND USE OF PROPERTY

Section 1. Special Construction Requirements. All homes under construction must have a temporary portable latrines on-site prior to foundation work. All sites must be graded prior to foundation with foundation pads and drainage set to protect adjacent property owners. Another grading shall occur after the foundation is poured, backfilling all ditches and establishing drainage. Special care must be used to protect water valves, cut-offs and utility boxes. All excess brush and trees must be removed at the time the lot is first graded and prior to the foundation work. No trash can be burned on-site. Trash must be contained in piles circled by 3/8" material in 4 by 8 sheets. Owners will be responsible for silt run-off and lot maintenance after accepting title to their lot.

Section 2. Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached garage, guest house or servants' quarter per lot, which residence may not exceed 900 square feet, be or more than two stories in height, and must be of like construction as the main house, as provided below. Barns and outbuildings shall not be used for residential purposes.

Section 3. Restriction on Re-Subdividing. None of the lots shall be subdivided into smaller lots.

Section 6. Driveways and Sidewalks. All driveways and sidewalks shall be surfaced with concrete. All driveways shall be side or rear approach. On corner lots, side approach driveways may not be utilized, where the garage faces any street. On corner lots, the garage may face the opposite side from the side street, or face the rear of the lot. The maintenance and upkeep of the mailboxes are the sole responsibility of the owner.

Section 7. Minimum Floor Area and Width. Minimum width of the house and garage measured parallel to the fronting street shall be no less than 54 feet. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings, shall not be less than 1800 square feet. A two-car garage as a minimum is required.

Section 8. Building Materials; Exterior Items and Surfaces. The total exterior wall area, except windows and doors, of each building constructed or placed on a lot shall be of conventional construction, not be less than 75% brick, brick veneer, stone, stone veneer or other material of similar type; provided, however, the front external wall area of the first floor, except windows and doors, shall not be less than 100% of such materials. In calculating the area required to be constructed of the foregoing materials on the side and rear exterior walls, but not the front exterior walls, of such buildings, the areas covered

by the following shall be excluded from such calculation: gables or other areas above the height of the top of standard-height first-floor windows. No plywood shall be used on any exterior wall. Roofing shall be composed of 25-year or better composition shingles, metal seamed, man-made slate, concrete flat tile, tile, or other materials similar in type.

Section 9. Fences and Walls. Any fence or wall must be constructed of masonry, steel, brick, stone, ironwork, wood or other material of similar type, except that wood fences may not be constructed facing any exterior street. Only pipe or iron fencing shall be permitted along or facing exterior streets. Exterior streets are Bearden Road and Alysa Lane. Wood fences must have metal support poles. Sheet metal fences shall not be permitted. No fence or wall shall be permitted to extend nearer to any street than the front or side next to a street building line of any residence. No portion of any fence shall extend more than 8 ft. in height.

Section 10. Utilities. Except as to special street lighting or other aerial facilities which may be required by city or county ordinance or which may be required by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities), shall be erected or installed in the Addition, whether upon individual lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Addition, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground, unless otherwise required by public utility franchise.

Section 11. Special Requirements. Prior to commencing construction, the foundation plans for each residence shall be approved and stamped by an architect or structural engineer approved by the State of Texas. This requirement must be completed prior to obtaining a building permit. A final grade survey will be required, which shows a positive drainage and responsible water flow away from the main structure and adjoining homes. Each lot owner will be responsible for ensuring his or her drainage is channeled to the street or normal drainage areas. Lots may require retaining walls, French drains, and special requirements to ensure water drainage is not pooled or allowed onto neighboring lots. Roof pitches will be a minimum of 8/12 or greater over the main span and front roof spans.

Section 12. Maintenance of Lots. Individual owners of lots will be responsible for maintaining their property in a clean and mowed condition.

Section 13. Completion of Yard, Landscaping, Sprinkler Systems and Retaining Walls. Yard, landscaping, sprinkler systems and retaining walls, must be completed within 90 days of obtaining a certificate of occupancy. Barns and outbuildings must be completed within 180 calendar days from the date construction commences.

ARTICLE THREE PROHIBITED USES

Section 1. No temporary dwelling, shop, trailer, storage building, or mobile home of any kind (except children's playhouses, dog houses, greenhouses, recreational vehicles and gazebos), may be placed on a lot except within the backyard in an area fenced in private. These uses cannot be placed anywhere on the side yards. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lots upon which the improvements are to be erected.

Section 2. No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked in the driveway or front yard of any dwelling or parked on any public street in the Addition, nor shall any such vehicle or equipment be parked for storage in the side yards of any residence. Such equipment or vehicles may be stored in the rear yard within a fence and concealed from view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and used for the construction, maintenance or repair of a residence in the immediate vicinity.

Section 3. Trucks with tonnage in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight within the Addition, except those used by a builder during the construction of improvements.

Section 4. No vehicle of any size which transports inflammatory materials or explosive charges may be kept in the Addition, at any time.

Section 5. No structure of a temporary character, such as a trailer, basement, tent, shack, barn, or other out-building shall be used on any of the Property at any time as a dwelling house; provided, however, any builder may maintain and occupy a model home, sales office, and construction trailer during the construction period.

Section 6. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any part of the Addition. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other material shall be erected, maintained or permitted within the Addition.

Section 7. Livestock and poultry shall be permitted as specified: (a) less than 16 acres: one large animal per 2 acres, no fowl, no swine and no ratites (emu or ostrich); (b) 16 acres or more: one large animal per acre, no more than 12 fowl per 16 acres, one swine per 16 acres; no ratites (emu and ostrich). No dangerous animal shall be permitted on any tract. The term livestock shall mean horses, mules, donkeys, cows, goats and llamas.

Section 8. No lot or other area in the Addition shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers in appropriate locations, and such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot.

Section 9. No individual water supply system shall be permitted in the Addition.

Section 10. No garage, trailer house or other out-building shall be occupied by any owner, tenant or other person prior to the erection of a residence.

Section 11. No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence. No cooling equipment shall be installed on the front wall or window of a residence. All utility meters, equipment, air-conditioning compressors, air-conditioning and heating units and similar items must (to the extent reasonably practicable) be visually screened from the street and adjoining lots.

Section 12. No antennas shall be permitted in the Addition except antennas for AM or FM radio reception and television reception. All antennas shall be located inside the attic of the main residential structure except for small satellite dishes, which may be mounted in the rear yard or back part of the roof. No use shall be made of any lot or structure thereon for any type of radio or television or similar broadcasting system.

Section 13. No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for-profit or not, shall be conducted, which is not related to a single-family residential purpose. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this paragraph shall prohibit an owner's use of a residence for quiet, inoffensive activity such as tutoring or giving art lessons, so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining owners' use and enjoyment of their residences and yards.

Section 14. Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon. All such buildings must be enclosed within the backyard. Such buildings must maintain similar architecture to the main residence.

Section 15. Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

Section 16. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 5 square feet advertising the property for sale, or professional signs not exceeding 9 square feet used by a builder to advertise the property during the construction and sales period. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. No commercial signage will be allowed on tracts less than 16 acres. One commercial sign will be allowed on tracts 16 acres or greater, provided it does not exceed nine square feet.

Section 17. The drying of clothes in full public view is prohibited.

Section 18. Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere within the Addition.

Section 19. No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street. No vehicles can remain on the street overnight.

ARTICLE FOUR GENERAL PROVISIONS

Section 1. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat of the Property and over the rear 5 feet of each lot. Easements are also reserved for the installation, operation, maintenance and ownership of utilities' service lines from the property lines to the residences. The owner of each lot is responsible for mowing weeds and grass and keeping and maintaining in a neat and clean condition any easement which may traverse a portion of his or her lot.

Section 2. Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat of the Property are incorporated herein and shall be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant, conveying lots in the Addition, whether specifically referred to therein or not.

Section 3. Maintenance of Improvements. Each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in unattractive manner.

Section 4. Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered

by such mortgage or deed of trust, but said condition shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 5. Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way effect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 6. Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Addition, and the same shall inure to such owners, successors and assigns.

Section 7. No Third-Party Beneficiaries. Nothing in this declaration, expressed or implied, is intended or may be construed to confer on any person or entity, other than the parties and their respective heirs, successors, and assigns, any right, remedy, or claim by reason of this Declaration. This Declaration is intended for the sole and exclusive benefit of the parties and their respective heirs, successors, and assigns as the owners of the Addition or portions thereof.

Section 8. Enforcement. The owner of any lot in the Addition shall have the right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Addition, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, (but only after 30 days written notice of an alleged violation of these restrictions to the landowner); it being the intention hereby to attach to each lot in the Addition, without reference to when it was sold, the right to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Addition, whether owned by the undersigned, its successors and assigns, or others. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor does any owner, including Declarant, assume the responsibility for taking enforcement action, but rather such action shall be at the option of each owner or Declarant.

Section 9. Owner. As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to a lot within the Addition.

Section 10. Notices. Any notices or correspondence to any owner of a lot in the Addition shall be addressed to the street address of the particular lot. Any notice to the Declarant shall be sent to the address opposite the signature of Declarant below.

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged before me on the 15th day of
Sept, 2004, by BOB HAMLIN.

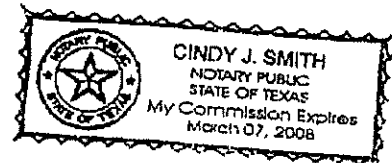
Cindy J. Smith
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged before me on the 15th day of
Sept, 2004, by SHERRY HAMLIN.

Cindy J. Smith
NOTARY PUBLIC, STATE OF TEXAS

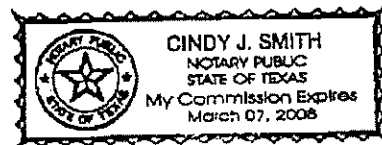


ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged before me on the 15th day of
Sept, 2004, by JAMES A. SCOTT, III.

Cindy J. Smith
NOTARY PUBLIC, STATE OF TEXAS



Section 11. Attorneys Fees. If any party retains an attorney to enforce this agreement, the party prevailing in litigation will be entitled to recover from the non-prevailing party reasonable attorney's fees and court and other costs.

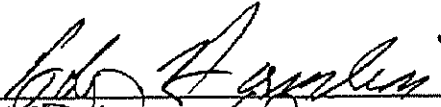
Section 12. Covenants Running with the Land. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Addition. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Addition in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Addition, each lot therein, and each owner of each lot therein.

Section 13. Duration and amendment. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 80% of the owners of lots in the Addition. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75% of the owners of lots in the Addition. Neither any amendment nor any termination shall be effective until recorded in the deed records of Ellis County, Texas, and all requisite governmental approvals, if any, have been obtained.

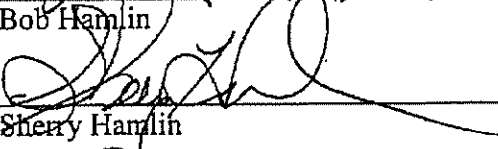
Section 14. Time. Time is of the essence with respect to each covenant, restriction, condition and agreement contained herein.

Section 15. Liberal Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

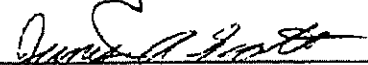
EXECUTED effective the date first above written.



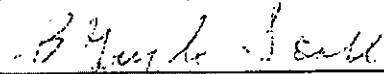
Bob Hamlin



Sherry Hamlin



James A. Scott, III



Belinda G. Scott

Address:
P.O. Box 1150
Red Oak, Texas 75154

P. O. Box 1150
Red Oak, Texas 75154

P. O. Box 71
Palmer, Texas 75152

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Palmer, Texas 75152

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged before me on the 15th day of
Sept, 2004, by BELINDA G. SCOTT.

Cindy J. Smith
NOTARY PUBLIC, STATE OF TEXAS

