

ROAD MAINTENANCE AGREEMENT

CANEY CREEK CROSSING

THIS CONTRACT ADDENDUM made and entered into this _____ day of _____, 200__ by and between Sacred Site Properties, Inc., and _____, Buyer(s).

WITNESSETH:

WHEREAS, the property more particularly described in the attached contract may be situated along a private road which serves as access to and from the County-maintained road and/or has a private road crossing in which provides access to other tracts; and

WHEREAS, the undersigned are advised that various lending institutions require execution of a private road maintenance agreement (RMA) to deal with private road maintenance, and they have determined that it is in their best interest to establish a road maintenance agreement for purposes of providing for the upkeep and maintenance of said private road.

In order to deal with these issues, the Buyer acknowledges and agrees that:

If located on a private road, the aforesaid private road constitutes the main access to and from its residence or property to the County-maintained road.

If the property that is the subject of this contract has a private road across it, Buyer acknowledges that an easement for ingress and egress over said private road will be reserved in the deed to Buyer.

The undersigned covenant and agree that each property owner along said private road shall have unobstructed right of ingress and egress over said private road to and from their respective residences or property.

Buyer acknowledges that an easement for utilities will be reserved in its deed so that utility lines can be installed and maintained within the area reserved for the private road that crosses its property.

Buyer agrees that it is in the best interest that said private road shall be maintained in good and passable condition as a paved/gravel drive and that they will share equally in the cost of maintaining said private road to keep it in a state of repair that is, at a minimum, as good as the condition of the private road. Monies collected for road maintenance fee will be kept in an escrow account. Fees will be accessed on a yearly basis. In the event it is necessary to take legal action to



enforce any term of this agreement, the prevailing party shall be entitled to collect reasonable attorney's fees for enforcement of this agreement.

In the event any of the tracts served by the private road is subdivided, and the new tract also utilizes the private road for access, each new owner will be obligated to pay their equal portion of the annual maintenance fees and will be bound by all other terms and conditions of this agreement.

No gates shall be erected that would block a private road.

The property owners subject to this RMA will elect a custodian to collect and disburse monies from the road maintenance fee account. The custodian will be a property owner subject to this RMA. Each property owner shall have one vote for each acre owned. Upon election of the custodian as evidenced by a majority of the property owners executing a custodian confirmation form for the escrow agent, the funds collected from closings by the escrow agent will be disbursed to the custodian for deposit into the road maintenance fee account.

The custodian of the road maintenance account will prepare and distribute to the herein affected property owners an annual income and expense report and a year end balance sheet accounting for all funds received and disbursed.

This agreement is intended to be binding on all parties who own property or residences along said private road, their heirs and assigns, as well as any future owner who is given rights to said private road.

BUYER ACKNOWLEDGEMENT:

Buyer

Date

Buyer

Date

(Handwritten initials)

Re-recorded to reflect corrections

Doc 00235510 BK RP Vol 1337 P# 13

CANEY CREEK CROSSING DEED RESTRICTIONS

1. No mobile homes or similar temporary structures nor any shacks, shall be permitted on the property at any time.
2. Grantee may not subdivide, grant or convey any portion of the property into less than 10 acre tracts.
3. The motif and design of the residential buildings, barns and fences on the property must be comparable with the "country setting" and/or old fashioned style. All structures must receive the approval of the Architectural Review Committee before construction can begin.
4. No trash, ashes, garbage, or other refuse may be thrown or dumped on any property and no property shall be used or maintained as a dumping ground to rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and exposure of such material shall be kept in a clean and sanitary condition.
5. Grass and weeds on each property must be kept mowed at regular intervals or as needed.
6. No signs or advertising may be displayed on property, except in the event of sale. Only one Bed and Breakfast sign is allowed. There may be one for sale sign per tract.
7. Only one residence may be constructed or permitted per tract. It shall be permissible for up to two outbuildings to exist for the occupancy of domestic servants/hired help employed by the owner. Up to two outbuildings for the purposes of guest houses may be permitted on the property. Barns or storage buildings are permitted and shall be of the same type construction as the house. All buildings must reflect the same style and character of the home.
8. No residential structure shall be erected on any tract nearer than 75' from any street/road, Or closer than 30' from the property line. Utility easements are reserved along each parcel lot line.
9. All tracts shall be used for single family residential purposes only (including servant quarters and guest houses). Businesses are allowed if non-intrusive to surrounding parcel holders. This is to include low traffic, low noise, and low odor businesses. Appearance or use in keeping with surrounding structures. Small farming/ranching operations are allowed. Feedlots, large chicken houses are restricted.
10. Owners may construct individual water supply systems and wells on their tract, provided that no individual water supply system or well shall be permitted on any tract unless such system is located, constructed and equipped in accordance with the requirements of the Texas Department of Health and Water Resources, or any successor thereto.
11. No individual sewage disposal systems shall be permitted on any tract other than approved septic systems as prescribed by the State of Texas and Grimes County, Texas. And under no condition shall any disposal be made that cannot be wholly contained within the boundaries of the tract being served by such systems.
12. No noxious or offensive activity shall be carried out upon any tract nor shall anything be done thereon which may become an annoyance or nuisance to the Owners of adjacent tracts. The discharging of firearms is prohibited. Each Owner or occupant of a property shall keep the property clean and free of trash, automobile and machinery salvage, and shall maintain improvements in good state of repair.

13. Horses, cattle, goats and sheep may be kept on any tract, but the tract on which such animals are kept must be securely fenced so that the animals are restricted to their owner's tract. No more than one large animal or two and a half small animals may be kept per one acre of land. No swine may be kept on any parcel. Domestic animals such as cats and dogs are permitted.

14. All boats, tractors, travel trailers, motor homes or commercial vehicles that are inoperable or do not have current operating licenses shall not be stored or kept on any tract, except in enclosed garages or storage facilities protected from the view of other owners. Carports will not be considered to be an enclosed structure.

15. Motor homes and travel trailers may be permitted outside ONLY during the construction phase of a land owner's permanent residence. Once construction of a residence is begun, the construction must be completed in twelve (12) months. Motor homes on the property are restricted to six (6) months unless kept in an enclosed facility.

16. Any taps for utilities to include electric and water must follow the road and existing easements.

IF ANY ONE OR MORE OF THE TERMS OR PROVISIONS OF THESE RESTRICTIONS, COVENANTS AND EASEMENTS SHALL BE HELD INVALID OR FOR ANY REASON NON-ENFORCEABLE, NONE OF THE OTHERS SHALL BE EFFECTED OR IMPAIRED THEREBY, BUT SHALL REMAIN IN FULL FORCE IN EFFECT.

These restrictions shall be effective until twenty-five (25) years from the date recording in Grimes County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years each; provided, however, that the owners of a majority of tracts may release all of the tracts hereby restricted from any one or more of said restrictions or may release any tract from any restriction imposed hereby or created by any deed from the owners' assigns, or either twenty-five (25) years from the date of recording or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement(s) in writing for such purpose and filing the same for record in the office of the County Clerk of Grimes County, Texas, and any time prior to the twenty-five (25) years from the date of recording or at any time prior to ten (10) years preceding the expiration of any successive ten (10) year period thereafter; provided, however, that the owners of a two-thirds (2/3) majority of tracts may release any tract from any restriction or restrictions at any time.

Enforcement of the restrictions and provisions herein provided shall be by proceeding in law or equity, against any persons violating or attempting to violate any covenant, either to restrain or abate any violations or to recover damages by tract owners, against a tract owner, or group of tract owners, for violations of any restrictions, then if the plaintiff prevails, the violating tract owner or tract owners will be additionally liable for costs of court, as well as reasonable attorney's fees determined by the court. The tract owners or owner bringing suit must notify the violating tract owner or owners of their intent to act, in writing by Certified Letter or hand delivery at least thirty (30) days before filing suit.

Persons having any right, title, or interest in any tract or parcel of land in this subdivision, shall have the right to prevent the violation of any said restrictions by injunction or other lawful procedure, and recover any damages resulting from such violations.

Definition of the Architectural Review Committee. The Architectural Review Committee (referred to as "Committee") shall operate under the provisions of these Restrictive Covenants and shall be responsible for review of all plans for any improvements; the Committee shall be composed of two members. The initial Committee shall be composed of Abba St. Germaine and John Qualls.

Each property owner is bound by the Road Maintenance Agreement, in regard to the maintenance of the interior roads leading of C.O. 208 into the interior roads of Caney Creek Crossing.

SELLER: Abba St Germaine
Sacred Site Properties, Inc.
709 Olive St
Houston TX 77007

DATE: 4/13/10

BUYER: _____

DATE: _____

THE STATE OF TEXAS

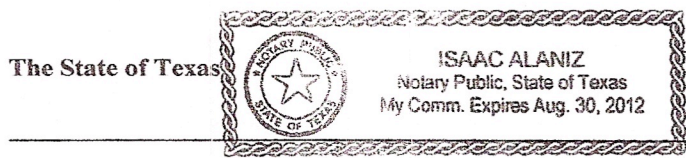
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Abba St. Germaine, President of Sacred Site Properties, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of APRIL 2010.

Notary Public in and for Harris County

Printed Name of Notary



ISAAC ALANIZ
My Commission Expires: AUGUST 30, 2012

Abba St. Germaine / Sacred Site Properties
709 Olive St.
Houston TX 77007

Re-recorded to Reflect Changes
Page 3, Deed Restrictions for Caney Creek Crossing

Filed for Record in
Grimes County
On: Apr 14, 2010 at 10:39A
As a RECORDING
Document Number: 00235510
Amount 19.00
Receipt Number - 3423
By: Tina S. Schroeder
STATE OF TEXAS
COUNTY OF GRIMES
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:
Grimes County
as stated hereon by me,
Apr 14, 2010
David Fasker, County Clerk
Grimes County

THE STATE OF TEXAS

Doc 00216125 BK RP

Vol 1225

Page 618

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Alba St Germaine, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that W/A executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of July,

Notary Public in and for Harris, County

Printed Name of Notary Jacob B. Hroch

The State of Texas

My Commission Expires June 02, 2010

Jacob B. Hroch



Filed for Record in:
Grimes County
On: Jul 05, 2007 at 10:25A
As a RECORDINGS

Document Number: 00216125
Amount 23.00
Receipt Number - 16484
By: Tina S Schroeder

STATE OF TEXAS COUNTY OF GRIMES
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:
Grimes County
as stamped hereon by me.
Jul 05, 2007

David Pasket, County Clerk
Grimes County

(Signature)