

For the purpose of creating and carrying out a uniform plan for the improvement, development and sale of SANDY ACRES-UNIT 6, and the property therein contained, the following restrictions and conditions on the use of the property are hereby established and adopted and imposed upon each Lot and parcel of land in Sandy Acres-Unit 6 as shown by the recorded subdivision plat, except as herein set forth, which conditions and restrictions shall constitute covenants running with the land, be binding upon said land and inure to the benefit of SANDY ACRES-UNIT 6, successors and assigns, and to the purchasers of Lots in the subdivision and to each of them. Such restrictions and conditions shall be made a part of each contract and/or deed executed by or on behalf of SANDY ACRES-UNIT 6 conveying a Lot or Lots within said subdivision by reference to the place of record of this instrument, and by acceptance thereof, the grantee, his heirs and assigns, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract or deed to Lot or Lots in said subdivision to refer to this instrument, this instrument shall nevertheless be considered a part thereof and any conveyance of such Lot or Lots shall be construed to be subject to terms of this instrument.

DEFINITIONS.

1. The word "Street" as used herein, shall include any street, drive, boulevard, road, lane, avenue or passage way as shown on the recorded plat of the subdivision.
2. The word "Lot" as used herein, means any area so designated and numbered on the

recorded plat of said subdivision.

USE OF LAND.

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1. All Lots shall be used for single family residential purposes only, and nothing shall be done thereon which may be or become an annoyance or nuisance to the neighborhood. No cattle, hogs, poultry, horses, or other animals may be kept on any part of SANDY ACRES-UNIT 6 except that this paragraph shall not preclude the keeping as pets, of animals other than the above mentioned animals, such as are ordinarily kept as pets in residential subdivisions, provided that they are not kept, bred or maintained for any commercial purpose. Professional services may be offered out of the residences provided there are no employees.

2. No drilling or other type of exploration for oil, gas or other minerals shall ever be allowed on the surface of any Lot in the subdivision

3. All Lots situated in SANDY ACRES-UNIT 6 shall be used and developed as a restricted residence area in accordance with provisions hereof entitled "Architectural Restrictions".

ARCHITECTURAL RESTRICTIONS.

1. Not more than one family dwelling shall be erected on one Lot as per the recorded plat of said subdivision. One or more of the Lots within the subdivision may be split and sold to adjoining Lot holders, in which event the combination of a Lot and a portion of a Lot shall thereafter constitute one Lot for purposes of constructing a residence on the property.

2. On all residential building Lots, no structures shall be erected thereon other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than four cars, servant quarters, storage room and laundry room not over one story in height; provided, however, that no garage, servant quarters, storage and laundry room, shall be

erected on any one family residential building Lots, except after, or simultaneously with the building of the single family dwelling thereon in keeping with these restrictions.

3. No trailer, mobile home, manufactured home, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, nor shall any residence of a temporary nature or character be permitted

4. Motor homes, trailers or boats shall be prohibited except for temporary periods not to exceed two weeks, unless screened from visibility from the street and neighbors.

5. No garage apartment will be permitted on any dwelling Lot. Other than as set out above, all living quarters on the property, other than in the main building, are to be for bona fide use of servants only and shall not be rented as living quarters

6. No building of a permanent nature shall be constructed over any easement or planting strips but this clause does not prohibit fencing or the construction of walks or driveways with the provision that the utility companies occupying or using any easement shall have the right to remove, or cause the owner to remove such improvements for new construction, repair or for any cause that may be necessary to work on improvements constructed therein. Such utility company shall not be responsible for damage to any improvements constructed over, on, or parallel with such easements, nor shall they be responsible for the replacement of same.

7. No dwelling shall be permitted without a minimum of the following: 2500 sq. ft. living area, new construction, covered two-car space (garage or porte cochere), concrete slab and masonry veneer. Non-masonry veneer may be used in small areas where masonry veneer is structurally untenable by standard architectural standards such as above some windows or on a second story above a single story roof, however such non-masonry veneer shall not exceed 20% of the exterior

wall surface area of the structure. The living area of the homes may be reduced to not less than 2000 sq. ft. only upon compliance with the following requirements

- A. The request to reduce the square footage of the living area shall be made in writing to the Architectural Control Committee.
- B. The request shall be accompanied by a floor plan and elevation sketches showing all elevations of the proposed structure.
- C. Approval to reduce the 2500 sq. ft. living area shall be in writing and shall be recorded in the Official Records of Wharton County, Texas, to reflect that no violation of these restrictions has occurred.
- D. The Architectural Control Committee shall have the exclusive authority to grant such variance. Any decision by the Architectural Control Committee shall be binding on all parties and shall not be appealable.
- E. The purpose of this living area requirement is to maintain the value of all homes in the subdivision. The variance will be granted only when the architectural plans reflect a structure which will be in keeping with the beauty and value of the remaining homes in the subdivision.

8. All construction, whether the main residence, garage or outbuildings and fencing, shall, prior to construction, be submitted to and approved by an Architectural Control Committee, composed of three members, which committee shall review all proposed construction to determine whether the construction complies in all respects to the provisions of these restrictions. The initial committee shall consist solely of Jerry C. Boettcher. At such time as one residence is completed and approved by the committee, the owners of all of the Lots sold and unsold and Jerry Boettcher shall

serve on the Architectural Control Committee. Jerry Boettcher shall be entitled to one vote. In addition, each Lot owner, including Jerry Boettcher, shall be entitled to one vote for each platted Lot owned by the voter within the subdivision, or to a fraction of a vote for a corresponding fraction of a Lot. The vote of any Lot, owned in common by two or more persons, may be cast by any one of the common owners. Committee members shall automatically change with changes in lot ownership, such that the owners or the lots at any given time, along with Jerry Boettcher, shall make up the committee. Committee members shall receive no compensation for their involvement in the committee. A majority of the committee may appoint a representative to act for the committee. The decisions of the Architectural Control Committee except the variance of the 2500 square foot living area requirement, shall be appealable to the District Court of Wharton County, Texas.

The plans submitted to the Architectural Control Committee shall show in detail the foundation, floor plan, all exterior elevations, all exterior building materials, and a plot plan showing location of residence, garage, patio, and driveway with dimensions. The committee shall evidence their consent or denial for all construction projects by issuing a certificate of approval or denial, which certificate shall be delivered to the Lot owner who in turn shall deliver a copy to the contractor and the lender. In the event that approval or disapproval has not been given within sixty days from the time of plan submission to the Architectural Control Committee, then the plans will be deemed approved, and the related restrictions will be deemed to have been complied with.

The Architectural Control Committee shall additionally have the right to enforce the provisions of these restrictions, including but not limited to maintenance of the structures and the premises, and their decision regarding these restrictions. The right of enforcement shall include the right to recover a temporary restraining order, a permanent injunction, all expenses and court costs

in connection with the enforcement of these restrictions.

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The liens granted and created in these restrictions shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary and inferior, and the same are hereby expressly made subordinate, secondary and inferior to (a) all liens for taxes or special assessments levied by any other political subdivision or special district of the State of Texas, Wharton County or any city, town, village or other municipality having jurisdiction over the subdivision, and (b) purchase money liens securing amounts due or to become due with respect to the financing or refinancing of the purchase of the Lots of this subdivision under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for expenses in connection with restriction violations become due. The claim of the Architectural Control Committee and assessments and the lien securing such claims shall be freely assignable. The Architectural Control Committee may file for public record a notice of the amount due and unpaid by a Lot owner. Such lien for assessments may be judicially foreclosed, without prejudice and subject to the aforesaid prior liens by the holder thereof. In the event of default in the payment of the assessments when due, it shall thereupon, or at any time thereafter, be the duty of the Architectural Control Committee to enforce the collection of the assessment. The purchaser acquiring title to such Lot at any foreclosure sale, and his successors and assigns (if other than the defaulting former Lot owner), shall not be liable for the share of the unpaid assessments by the Architectural Control Committee chargeable to such Lot which became due prior to acquisition of such title at such foreclosure sale (except for assessments which became due prior to the recordation of the mortgage).

Violation of any of the restrictions, conditions, or covenants, set forth herein shall give the Architectural Control Committee the right of entry to remove or abate such violation, without committing a trespass, and to assess to the violator the following: any resulting expense, plus thirty

percent for overhead and supervision, plus six percent per annum interest, until paid.

9. The living area of the structures as set out above, are to be exclusive of open porches, terraces, patios and garages whether attached or detached.

10. Buildings and fencing shall be prohibited within the setback areas contiguous to the streets as shown on the attached plat marked Exhibit A, setting out the setback lines for this subdivision. No buildings shall be located within the side yard or back yard setback lines as reflected on the attached plat marked Exhibit A.

11. No radio or television aerial or guy wire shall be maintained on any portion of any Lot forward of the front building line of said Lot. Dish-type receivers of diameter greater than 40 inches shall be prohibited.

12. No garage, storage room, laundries, servants quarters, or other outbuildings of any kind may face the street unless the front of such building is at least ten feet back of the front line of the residence.

13. All architecture, plans and buildings in the subdivision shall comply with all applicable laws and building codes as well as with general and specific restrictions herein.

14. Outside toilets and individual sewage disposal systems shall be prohibited.

15. Every outbuilding, except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant and shall be constructed of the same building material as the main residence.

16. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise during the

construction and sales period.

17. Any driveways shall be constructed of concrete with a minimum width of nine feet. The width of the driveway shall flare to a minimum of sixteen feet at the curb.

UPKEEP. The purchasers of property in said subdivision shall be required to keep the grass and weeds mowed on the particular property owned by each, and shall not permit the accumulation of trash, rubbish, abandoned automobiles or other unsightly articles on the premises, the easement or in the street abutting the same

DURATION OF RESTRICTIONS. All of the restrictions and covenants herein set forth shall continue and be binding upon SANDY ACRES-UNIT 6 and upon their assigns for a period of thirty years from this date. At the expiration of said term of thirty years above set out, the restriction and covenants herein set out shall automatically renew for successive terms of five years each, unless prior to the expiration date a majority of the Lot owners vote to terminate these restrictions. In the event of termination, these restrictions shall terminate at the end of the primary term or the end of such extension. The owner or owners of each Lot shall be entitled to a single vote for the Lot. Owners of more than one Lot shall have a single vote for each Lot they own. Owners of a fraction of a Lot shall have the corresponding fraction of a vote. The termination shall be evidenced by an agreement in writing terminating the restrictions, which agreement shall be executed by the majority voting to terminate the restrictions, acknowledged and filed in the Official Records of Wharton County, Texas. At any time upon the approval of two-thirds of the eligible votes, these deed restrictions may be amended. Such amendments shall be executed by the two-thirds voting to amend the restrictions, acknowledged and filed in the Official Records of Wharton County, Texas.

RIGHT TO ENFORCE. The restrictions herein set forth shall be binding upon each owner

of property in SANDY ACRES-UNIT 6, their successors and assigns, and all parties claiming by, through or under, and all subsequent owners of property in said subdivisions, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions, provided, however, that no such person or persons shall be liable except for breaches committed during his or their ownership of said property. Violations shall be enforced as herein provided. The violation of any such restrictions, covenants or conditions shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against the property or any part thereof but such liens shall be subject to the restrictions covenants and conditions herein mentioned. The owners of any Lot or Lots in SANDY ACRES-UNIT 6 shall additionally have the right to enforce observance and performance of the restrictions, covenants and conditions herein mentioned and in order to prevent a breach or to enforce the observance or performance of same shall have the right, in addition to all other legal remedies, to an injunction either prohibitive or mandatory.

EASEMENTS. It is agreed that all Lots in SANDY ACRES-UNIT 6 shall be subject to easements over and across such portion of each Lot as shown by the recorded plat of the subdivision, such easements being deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting, cable television and telephone utilities, gas pipelines and drainage ditches or structures and/or equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purposes of further construction, maintenance and repairs. Such right of access shall include the rights, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right of way caused by trees, brush, shrubs, either on or overhanging such right of way as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general

benefit of the subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon the property aforesaid. Nothing set out above shall prohibit as heretofore set out, the use of any easements or rights of way by adjacent owners for the construction of fence lines, walks and/or drives provided no permanent structures are built thereon and provided no damage shall accrue to the city or any utility company because of the removal and non-replacement of such construction for the purpose of satisfactorily operating utilities in such easements or rights of way.

Executed June 4, 2003.

SANDY ACRES-UNIT 6

[Signature]
Jerry C Boettcher, Subdivider

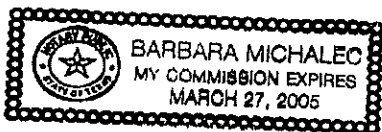
[Signature]
Jerry C Boettcher, as Agent and Attorney in Fact for Robin L. Boettcher, Subdivider

THE STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was executed before me, on this the 4th day of June, 2003, by Jerry C. Boettcher, individually and Attorney in Fact for Robin L. Boettcher.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



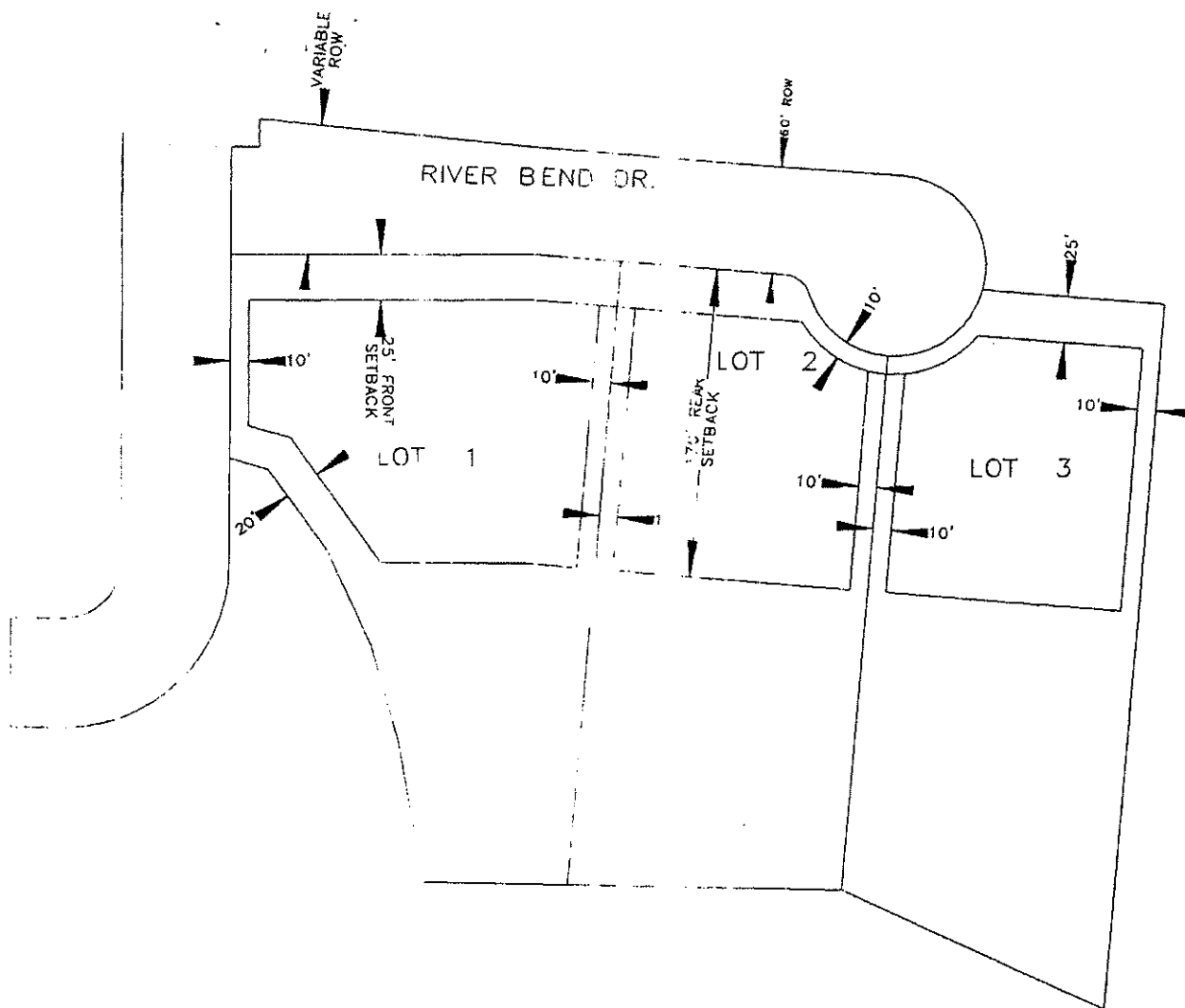


EXHIBIT A
SETBACK DIMENSIONS
FOR
SANDY ACRES ADDITION, UNIT 6

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FILED FOR RECORD
at 1:30 o'clock p M

JUN - 4 2003

SANDRA K. SANDERS
COUNTY CLERK WHARTON CO. TEXAS

BY Debra E. Beckman
29.00 pdc

Jenny C. Boettchen

234241

STATE OF TEXAS COUNTY OF WHARTON
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 Wharton County, Texas as stamped hereon by this on.

JUN - 5 2003



Sandra K. Sanders
COUNTY CLERK Wharton County, Texas
BY Debra E. Beckman Deputy