

**DECLARATION OF AMMENDED RESTRICTIONS, COVENANTS AND CONDITIONS
FOR
SAGE CREEK**

The State of Texas,

County of Johnson,

This Declaration, made on the date hereinafter set forth by Sage Creek, L.P., Owner of Sage Creek located in Johnson County, Texas, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the Owner of that certain property known as SAGE CREEK, a subdivision, in Johnson County, Texas, according to the map or plat thereof recorded in Volume 9, Page 696, Slide DRWC, inclusive, of the Plat records of Johnson County, Texas; and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions and stipulations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon Sage Creek and any addition thereto, if any, and declares the following restrictions, easements, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which restrictions, easements, covenants and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Properties" shall mean and refer to "Sage Creek" and any additional properties made subject to "Sage Creek" hereof pursuant to the provisions set forth herein.

Section 2. "Lot and/or Lots" shall mean and refer to the Lots shown upon the Subdivision Plat as well as the large out parcel on the subdivisions northern boundary, which may not be subdivided and are structured hereby to use for a single family residential dwelling only.

Section 3. "Garage" shall mean and refer to the structure either attached or detached, designed for the primary purpose of parking resident's vehicles.

Section 4. "Owner" shall mean and refer to the recorded Owner, whether one or more persons or entities, of fee simple title to any Lot, which is a part of the properties, but in the event of the

execution of a contract for sale covering any Lot, the Owner shall be the purchaser named in the contract.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Sage Creek, recorded in Volume 9, Page 696, Slide DRWC of the Plat Records of Johnson County, Texas.

Section 6. "Architectural Control Committee" or "Committee" shall mean and refer to the Sage Creek Architectural Control Committee provided for in ARTICLE IV herein.

Section 7. "Builder-Owner" shall be any person or entity, which acquires a Lot or Lots for the purpose of engaging in the business of construction of a single family dwelling thereon for the purpose of resale.

ARTICLE II **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

SECTION 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon and such Subdivision Plat further establishes certain restrictions applicable to the Properties including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying said property or any part thereof, whether specifically referred to therein or not.

SECTION 2. Declarant reserves the easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, coaxial cable, optical cable, water, gas, sewer or any other utility Declarant sees fit to install in, across, and/or under the Properties. Easements and rights of way labeled as drainage and access easements shall not be fenced, built upon or have any items placed or stored thereon by any Property Owner.

SECTION 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

SECTION 4. Declarant reserves the right during installation of the roads and streets as shown on the Subdivision Plat to enter onto any Lot or Lots for the purpose of disposing of street evacuation, including the removal of any trees, if necessary, whether or not the Lot or Lots have been conveyed to and/or contracted for by any other Owner or Owners.

SECTION 5. Neither Declarant nor any easement user using the easements herein referred to, shall be liable for any damages attributed to them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner situated on the land covered by said easements.

SECTION 6. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to

any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, cable or optical cable system, oil or natural gas gathering or transmission and shall convey no interest in any pipes, lines, poles or conduits or in any utility facility or appurtenance thereto constructed by or under Declarant or any easement user, or its agents through, along, or upon the premises affected thereby or any part thereof to serve said land or any other portion of the Properties. Where not affected by such an easement, title to any Lot or parcel of land within the properties shall be subject to Declarant's right to maintain, repair, sell or lease such appurtenance to any municipality or other governmental agency or to any public service corporation or to any other party.

ARTICLE III **USE AND CONSTRUCTION RESTRICTIONS**

SECTION 1. **DWELLING SIZE.** The total living area of any single-family dwelling shall not be less than two thousand five hundred (2,500) sq. ft. exclusive of open porches, garages or other appendages, and in no instance shall any building exceed two (2) stories in height.

SECTION 2. **BUILDING TYPES.** All Lots shall be known and described as Lots for one (1) single family dwelling, which must be approved by the Architectural Control Committee, only and no structure shall be erected, attached, planned or permitted to remain on any Lot other than one (1) single family dwelling with attached or detached garage, one (1) guest house or servant's quarters house of the same design and construction as the main dwelling, one (1) horse barn (stable) and/or workshop. All must be of design and construction compatible with the main dwelling and have the prior written consent of the Architectural Control Committee.

The garage shall be of the same material and construction as the main dwelling, shall not exceed the dwelling in height or number of stories, shall not open onto or face a street and shall have the capacity of no less than two (2) normal sized cars. No carport or porte-cochere shall be permitted without the prior written consent of the Architectural Control Committee.

No mailbox shall be installed without the prior written consent of the Architectural Control Committee. Each mailbox shall be constructed with a masonry column (no more than forty-eight (48) inches tall), with the masonry material similar to that on the Dwelling or as approved by the Architectural Control Committee.

SECTION 3. **PROPERTY USE.** None of said Lots or improvements erected thereon shall be used for any purpose other than a private single-family residence with the usual and customary accessory buildings such as garage, guesthouse, servant's quarters, and barns/stable as outlined in ARTICLE III. SECTION 2. No Lot, or improvements thereon, shall be used for any commercial purpose, including but not limited to: kennels, auctions, grooming, commercial breeding, slaughter, processing or taxidermy; except businesses of a limited impact and nature are permitted, such as professional pursuits (insurance, accounting, legal, engineering, real estate, etc.) Space required for business purposes shall be contained within the residence or guesthouse and no signage is permitted.

No mass gatherings of any nature shall be permitted on a regular basis.

No out building shall ever be used as a primary residence.

The Declarant reserves the right to use any portion of the unsold properties while selling Lots or constructing other improvements upon the property. Declarant may grant such rights to Builder-Owner.

No building of any kind shall be moved onto any Lot of the Properties without the prior written consent of the Architectural Control Committee.

SECTION 4. ARCHITECTURAL CONTROL. A list of general building guidelines will be available and provided upon request. No building shall be erected, placed or altered on any Lot until the construction plan and specifications and plot plan showing the proposed location of the structures thereon have been approved in writing by the Architectural Control Committee as to harmony of exterior design and color with respect to the total plan of development and existing structures, as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

Prior to building within the subdivision, all builders must be approved by the Architectural Control Committee. The Committee has the right to approve or reject any builder for any reason.

SECTION 5. BUILDING LOCATION. No building shall be located nearer to the front Lot line or any side street Lot line than the minimum building set back lines. No single-family dwelling or garage shall be located nearer than fifty (50) feet from any street Lot line nor nearer than thirty-five (35) feet from any interior or rear Lot line.

No horse barn nor any out building shall be located nearer than one-hundred (100) feet from any front Lot line, nor nearer than fifty (50) feet from an interior side Lot line, nor nearer than thirty-five (35) feet from a rear Lot line.

No portion of any building shall encroach upon another Lot except, that when any Owner shall own one or more adjoining Lots, that Owner may, with prior written consent of the Architectural Control Committee, consolidate such Lots into one building site with the privilege of constructing improvements on the resulting site, in which case, side set-back lines will be measured from the resulting property lines rather than the Lot lines indicated on the recorded plat. Such composite building sites shall be regarded as one Lot for purposes of Article III, Section 5 only.

The front of each Lot shall coincide with and be the property line having the shortest dimension abutting a street, unless otherwise approved by the Architectural Control Committee. Each dwelling will face the front of the Lot and no out building or garage will be located nearer to the front Lot line than the dwelling.

Utility easements are dedicated and reserved as follows:

1. Twenty-five (25) feet along any Lot line adjoining a street
2. Five (5) feet on each side of interior side Lot lines
3. Fifteen (15) feet as shown on the recorded plat as "drainage and access easement"
4. Twenty-five (25) feet on any Lot line that borders County Road 1126
5. Ten (10) feet on either side of the Lot line between Lot 8 and Lot 9
6. Ten (10) feet on either side of the Lot line between Lot 15 and Lot 16

A sanitary easement is reserved in a One-hundred and fifty (150) foot radius from any public water well location or proposed water well location and a One-hundred (100) foot radius from any private water well location or proposed water well location.

SECTION 6. LOT AREA. All Lots are in excess of two (2) acres and may not be subdivided into smaller Lots without the prior express written consent of the Declarant.

SECTION 7. ANNOYANCES AND NUISANCES. No noxious or offensive activity shall be permitted on any Lot, which may become an annoyance to the neighborhood.

No hunting or discharging of any firearms or other weapons is allowed on any Lot or on any part of the Properties.

No vehicle of *any* size, which transports inflammatory or explosive or hazardous cargo, may be kept on or in the Properties at *any* time.

No mowing, weed eating or any other activity, which produces loud or disruptive noise, shall be permitted before 7:30 a.m. or later than thirty (30) minutes after sunset.

SECTION 8. TEMPORARY STRUCTURES. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn (other than permanent horse barns) or other outbuilding shall be maintained or used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently: provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties or any other properties now or hereafter being developed as a portion of the subdivision known as Sage Creek, at its sole discretion as may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include but are not necessarily limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. No garage or other permitted accessory structure, other than a horse barn, shall be erected, placed or maintained on any Lot until construction of the single-family dwelling has commenced. Any structure on which construction has commenced must be completed within eight months. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or in driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind a fence, which encloses the rear of the Lot.

SECTION 9. SIGNS AND BILLBOARDS. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot without the express prior written consent of the Declarant: except that a Builder-Owner may place on each Lot owned by such Builder-Owner, during the construction and sales period of improvements, not more than one sign with no more than two sides containing not more than six (6) square feet of sign space on each side.

The Declarant or its agents shall have the right to remove any sign not complying with the above restriction and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection with or arising from such removal. The right is reserved by Declarant to construct, display and maintain such signs, billboards or advertising devices as are customary in connection with the general sale of property.

SECTION 10. OIL, GAS AND MINING OPERATIONS. No oil or gas drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. Holders of mineral interest in effect as of filing date are specifically excluded from this section. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

SECTION 11. STORAGE AND DISPOSAL OF GARBAGE AND REFUSE. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and

sanitary condition. No Lot shall be used for the open storage of materials whatsoever where such storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time of construction and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

SECTION 12. FENCES. Any fence, which borders any street or roadway built on a Lot shall be of metal pipe painted black. Posts and top rail shall be a minimum of 2-3/8" round pipe. All other side and rear fencing shall be of masonry, metal pipe, brick, wood or rock construction and shall be maintained in an attractive and serviceable manner. Smooth wire fencing may be used along the rear of the Lot or any side not bordering a road, barbed wire fencing may not be used on any Lot where it adjoins easements or adjoining Lots. No chain link type fence of any kind shall be installed or kept on any Property other than animal kennels, not to exceed one hundred (100) square feet and no more than two (2) kennels per Lot and shall be located behind the residence. No fence shall be attached to the fence of any adjoining Lot without the express written consent of the adjoining Lot Owner. No fence shall be attached to subdivision entrance. **All fences, except those erected by Declarant, including their location must be approved by the Architectural Control Committee.** Any Lot that has a horse or horses must be properly fenced. Fences must be installed in a professional manner. No "home-made" type fences shall be permitted.

SECTION 13. LOT MAINTENANCE. The Owners or other occupants of any Lot: shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner: shall keep all fences painted: shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted: shall not permit the accumulation of garbage, trash, or rubbish of any kind on a Lot: and shall not burn anything. Due to increasing demand on our water resources, low impact landscaping is highly encouraged. The drying of clothes in full view is prohibited. Owners or other occupants of any Lot(s) at intersection of streets where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the following from public view: yard equipment or woodpiles which are incident to the normal residential requirements of a typical family. No above ground swimming pools, or satellite dishes over eighteen (18) inches in diameter, or above ground tanks for the storage of fuel shall be permitted, and all swimming pools and their location must be approved in writing by the Architectural Control Committee.

Propane tanks must be placed in rear yard *only* and surrounded by either a fence or shrubs in such a manner that the tank itself is not visible from the street. Placement and screening of the propane tank must be approved in writing by the Architectural Control Committee.

In the event of default on the part of the Owner or other occupant of any Lot in observing any or all of the above requirements, such default continuing after ten (10) days written notice thereof being delivered to or posted upon the Lot, the Declarant or its agents or assigns may, at its option, without liability to the Owner or other occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass, cause such fence to be painted or removed or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition.

The Declarant may charge the Owner or other occupant of such Lot for the cost of such work and the Owner or other occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof.

SECTION 14. SEPTIC SYSTEMS AND WATER WELLS. In accordance with Johnson County rules and regulations:

(a) On-site sewage facility performance cannot be guaranteed even though all provisions of the Rules of Johnson County, Texas for Private Sewage Facilities are complied with.

(b) Inspection and/or acceptance of a private sewage facility by the Public Works Department shall indicate only that the facility meets minimum requirements and does not relieve the Owner or other occupants of the property from complying with County, State and Federal regulations. Private Sewage Facilities, although approved as meeting minimum standards, must be upgraded by the Owner at the Owner's expense if normal operation of the facility results in objectionable odors, if unsanitary conditions are created, or if the facility when used does not comply with governmental regulations.

(c) A properly designated and constructed private sewage facility system, in suitable soil, can malfunction the amount of water it is required to dispose of is not controlled. It will be the responsibility of the Owner or other occupants to maintain and operate the private sewage facility in a satisfactory manner.

All septic systems and water wells must be installed and maintained in accordance with all governmental agencies and authorities having jurisdiction in Johnson County, Texas. All holding tanks for water wells will be contained within the dwelling, garage or other out building compatible with the structure of the dwelling.

SECTION 15. PETS AND ANIMALS. Any Owner or other occupant who wishes to keep and care for any animal *except* dogs, cats or other household pets (provided they are not kept for a commercial purpose or in excessive numbers) on any Lot shall, prior to the entrance of said animal, have documented and warranted the health of said animal. This documentation shall be provided on an annual basis or at the sole discretion of the Declarant.

Should the Declarant deem at any time that any animal poses a risk to the health and well being of itself or the other animals and residents of Sage Creek, that animal may be removed, after examination by a qualified veterinarian chosen at the sole discretion of the Declarant, and in accordance with the laws of Johnson County and the State of Texas. All costs for examination and removal of any such animal by the Declarant will be the sole cost of the Property Owner in question. No animal shall be allowed to roam without a leash or halter and unattended by Owner or Owner's guest anywhere on the Property. Should the Owner or other occupant wish to keep any animals, all pens and living quarters must be maintained in a sanitary condition conducive to the well being of said animal and the other animals and residents of Sage Creek.

No livestock of any kind other than domestic pets of reasonable kind and number may be kept on any Lot except as hereinafter stated. No poultry or swine will be permitted. No more than two (2) horses may be kept per Lot without prior written consent from the Declarant, in which case up to four (4) horses may be kept. One (1) school project calf/sheep/goat, per child, per year and/or two (2)

roping calves, properly penned, may be permitted with prior written consent of the Declarant. Any other animal shall require the prior written consent of the Declarant.

SECTION 16. DRAINAGE. Any person or persons may not impair drainage of streets, Lots or roadway ditches. Driveway culverts shall be of sufficient size to afford proper drainage of ditches without backing water up in the ditch or diverting its flow. In no event shall a culvert be less than eighteen (18") inches in diameter and must pass Johnson County regulations with regards to the five (5) year storm. The driveway above the culvert should be constructed such that the drive is five (5) inches below the outside edge of the main road so that storm water, which exceeds the capacity of the culvert, can pass over the culvert without entering the driveway.

Declarant may remove any culvert that obstructs the flow of water through the street ditches, without liability to the Owner or other occupant in trespass or otherwise, or do any other thing necessary to secure compliance with the restrictions.

ARTICLE IV **ARCHITECTURAL CONTROL COMMITTEE**

SECTION 1. APPROVAL OF BUILDING PLAN. No building or other improvement shall be erected, placed, or altered on any Lot until the construction plan and specifications and a plot plan showing the location of the structure, have been approved by the Architectural Control Committee in writing as to harmony of exterior design and color with respect to the total plan of development and any existing structures as to location with respect to topography and finished ground elevation and as to compliance with minimum construction standards which may be set by the Architectural Control Committee as hereinafter provided. The signature of any two (2) members of the Committee on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such additional information as may be deemed pertinent, shall be submitted to the Architectural Control Committee or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents, as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fulfilled.

The granting of approval of the construction plans, specifications and plot plan shall constitute only an expression of opinion by the Architectural Control Committee that the terms and provisions hereof shall be complied with if the building or other improvement is erected in accordance with said construction plans, specifications and plot plan; and such approval shall not constitute any kind of waiver or serve to estop the Architectural Control Committee or any other person in the event that such building or improvement is not constructed in accordance with such plans and specifications or in the event that such building or improvement is constructed in accordance with such plans and specifications but, nevertheless, fails to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof and approval of such construction plans and specifications and plot plan shall in no way be construed as any warranty of the construction plans and specifications and plot plan or of the fitness of the proposed building or improvement if constructed in accordance therewith.

SECTION 2. COMMITTEE MEMBERSHIP. The Architectural Control Committee shall be initially composed of Sandra Keel, Tonya Aikin, and Matt Aikin, who by majority vote may designate a representative to act for them.

SECTION 3. REPLACEMENT. In the event of death or resignation of any member or members of said Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove construction plans, specifications and plot plans submitted or to designate a representative with like authority.

SECTION 4. MINIMUM CONSTRUCTION STANDARDS. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve, as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

SECTION 5. TERM. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after fifteen (15) years from the date of this instrument. Thereafter, all duties and powers vested in said Committee by this Declaration of restrictions shall automatically pass to an appointed successor.

ARTICLE V **GENERAL PROVISIONS**

SECTION 1. TERM. These covenants shall run with and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of the forty (40) years, or any time thereafter, an instrument signed by a two-thirds (2/3) majority of the then Owners of the Lots has been recorded by which such Owners agree to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants contained herein, it shall be lawful for the Declarant or any other Lot Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or recover damages or obtain other remedies for such violations. The Declarant reserves the right to enforce these restrictions at any time, regardless of whether or not Declarant is then an Owner, and Declarant shall be entitled to recover all reasonable attorneys' fees, costs and expenses which are associated with the enforcement of these restrictions.

SECTION 2. SEVERALITY. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

SECTION 3. ACCEPTANCE OF DECLARATION. The provisions hereof are hereby made a part of each contract and deed in respect of any Lot to 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.

SECTION 4. INTERPRETATION. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Properties.

SECTION 5. OTHER COMMITTEES. Declarant may appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Declarant.

SECTION 6. ASSIGNMENT. Declarant may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Declarant and any such assignee shall have the same right to assign.

SECTION 7. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as a Member or Owner on record at the time of such mailing.

SECTION 8. ENFORCEMENT; ATTORNEY'S FEES. Enforcement of these restrictions, covenants and conditions shall be by any proceeding law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants and conditions, either to restrain violation or recover damages, and failure by the Declarant of any Owner to enforce any restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any controversy, claim, or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and court costs.

SECTION 9. RULES AND REGULATIONS. Declarant may adopt certain reasonable rules and regulations, together with sanctions for the violation thereof, to insure maintenance of the character and quality of Sage Creek in harmony with the guidelines set forth in these Restrictive Covenants and Conditions. From time to time, the Declarant may amend or vary such rules and regulations.

EXECUTED this _____ day of _____, 2008.

**By: *File Copy*
Sage Creek, L.P., Declarant
By: ka Holdings, LLC, General Partner
Matt Aikin, Manager**

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2008 by

_____ (*Name*), _____ (*Title*) of Sage Creek, L.P. on
behalf of said entity.

Notary Public, State of Texas

Affix Personalized Notary Seal Above

****AFTER RECORDING, RETURN TO:**

Sage Creek, L.P.
P. O. Box 101193
Fort Worth, Texas 76185