

RESTRICTIONS AND LIMITATIONS
 INDIAN SPRINGS RANCH

REAL RECORDS

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF WISE

That, Karen Thomas, Trustee, for the purpose of instituting and carrying out a uniform plan for the development and sales of all of the tracts in Indian Springs Ranch, an addition she owns in Wise County, Texas according to the plat recorded in Plat C.W.A. 491-2-3 does hereby adopt and impose on behalf of herself, her legal representatives and assigns the following recited restrictive covenants and use limitations covering all such tracts. All these restrictive covenants and use limitations shall become a part of all contracts for sale, contracts for deed, deeds and other legal instruments whereby the title or possession of any part or portion of such property is hereafter conveyed or transferred.

The restrictions or as follows:

1. That no commercial or business use of any such property shall be permitted. No sign shall be placed on any part or portion of such property indicating a commercial use thereof.
2. Each residence building shall contain not less than 1000 square feet of floor space, exclusive of open porches, breezeways, carports, and garages. Campers may be in place for weekend use but shall not be in place for more than seven days. A modular home may be permitted on any tract of five acres or more. The modular homes shall be underpinned, affixed permanently and shall contain not less than 1000 square feet of floor space.
3. Temporary dwellings, such as trailers, may be permitted during the construction of a permanent residence for a time period not to exceed one year.
4. That those tracts containing 10 acres or more may be further subdivided into parcels of not less than 2 acres each. It is expressly provided that if any tract is conveyed to the Veterans Land Board in accordance with the Texas Veterans Land Program as set out in TEX. NAT. RES. CODE ANN. Section 161 and SEQ., then the restriction against further subdivision contained in this paragraph shall not prohibit the Veterans Land Board from granting to the Veteran purchaser or his assigns, title to a portion of such tract while such tract is under Contract of Sale and Purchase between the Veterans Land Board and such veteran purchaser. At such time as title to such tract is no longer claimed or owned by the Veterans Land Board, such tract shall again be subject to the prohibition and restrictions on further subdivision as recited in this paragraph.
5. That all buildings, dwellings, garages, barns and other buildings constructed on any part of the tracts must be set back at least 50 feet from any public or private roadway or any property boundary line.
6. No swine shall be allowed on any tract. No livestock shall be permitted until tract is fenced; and then no more than one animal per 2½ acres, shall be permitted. Livestock consists of horses, cattle, sheep and goats. Family pets such as cats and dogs are not livestock.
7. That no tract or any part of a tract shall be used or maintained as a dumping ground for rubbish, trash or wastes.
8. That no junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on a tract for more than two weeks shall constitute a junk yard.
9. That no outside toilets shall be permitted. It is the responsibility of the purchaser, not the owner/subdivider hereof, to install any septic tank and soil absorption sewerage disposal system. Installation of septic tank soil-absorption sewerage disposal system shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and subject to the inspection by the Wise County Health Department.

10. No noxious or offensive activity shall be carried on or conducted upon any tract, nor shall anything be done on any lot which shall or may be or become an annoyance or nuisance to neighbors.
11. The owner of a tract being served by a driveway will install appropriate culverts or drainage pipe under the driveway, as necessary.

PARK

In order to provide for the uniform maintenance of the park Owner/subdivider (hereinafter referred to as "Owner") for the benefit of itself and each successor owner of any tract within the subdivision, hereby binds Owner and Owner's successor and assigns as follows:

All tract owners with the exception of Owner shall be entitled to one vote for each tract owned. Owner shall be entitled to exercise two votes for each tract owned by Owner. However, after one-half of all the tracts in the subdivision have been sold by the Owner, Owner shall be entitled to exercise one vote for each tract it still owns.

The Association shall have supervisory authority to provide for the property maintenance, repair and operation of the Park as may be appropriate to the subdivision. The Association shall not be liable to an owner of any interest in such subdivision for any damage, claim or expense for the manner in which said Park is operated, maintained, and repaired, or for failure to operate, maintain, or repair such Park.

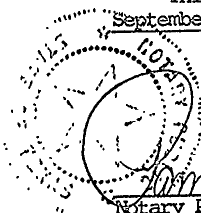
In order to provide a fund for the maintenance of the Park there is hereby imposed upon each tract in the subdivision as annual maintenance charge which shall not exceed five dollars per acre. Such maintenance charge shall be determined annually by the Association based upon the projected cost of maintaining and repairing such Park. The Association shall determine the amount to be charged for the maintenance, the intervals for such payments, and the interest for delinquent maintenance charges (this shall not exceed the maximum lawful annual interest rate). The Association may meet from time to time to adjust these charges and interest rates. The maintenance charge hereby imposed shall not apply to Owner, or to any tract to which Owner holds both the record and beneficial title nor shall it apply to the Veteran Land Board.

The Veteran purchaser shall be liable for the maintenance charge. Neither Owner nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

Any person negligently or willfully damaging or destroying all or any portion of the Park shall be responsible to the Association for damages, and the Association shall use any funds collected by claim, lawsuits or settlement agreement arising out of such damage or destruction, to the extent of such funds.

The Association shall have the full right, power and authority to dedicate and/or convey all of its rights, titles, and interests on and to the Park or any part thereof and the maintenance fund as well as all of its powers, rights responsibilities and authority under the terms herein to a public or quasi-public corporation or entity with the power to tax such as a city or Wise County, or a public district having such powers.

This instrument was acknowledged before me on the 30th day of September, 1985, by Karen Thomas, Trustee.



Notary Public, State of Texas

My Commission Expires 4-25-89

Karen Thomas
Karen Thomas-Trustee

THE STATE OF TEXAS
COUNTY OF WISE

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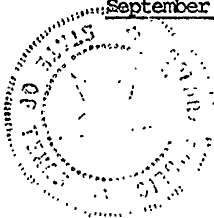
The above restrictions constitute covenants running with the land and insure to the benefit of the undersigned and its assigns as well as each and every purchaser of any tract in the subdivision, their heirs and assigns. Any one of said beneficiaries shall have the right to enforce these restrictions in equity or in law. If one or more of such restrictions shall be held invalid, none of the others shall be effected or impaired by such holding, but shall remain in full force and effect.

These restrictions shall be effective for a period of twenty-five years from this date.

Karen Thomas
KAREN THOMAS-TRUSTEE

THE STATE OF TEXAS
COUNTY OF WISE

This instrument was acknowledged before me on the 30th day of September, 1985, by Karen Thomas-Trustee.



Samela J. Street
Notary Public, State of Texas
My Commission expires 4-25-89

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Raymond Russell
P.O. Box 954
Springtown
76082

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1985 SEP 30 4 11 PM
LA VERNE FORMAN
COUNTY CLERK

FILED FOR RECORD 30 DAY OF SEPTEMBER A.D. 1985 at 11:41 A.M.
AND DULY RECORDED 3 DAY OF OCTOBER A.D. 1985 at 9:28 A.M.
LA VERNE FORMAN, COUNTY CLERK, WISE COUNTY, TEXAS
BY Dee Boyd DEPUTY