

DEED RESTRICTIONS
ISLAND CREEK RANCH ESTATES
PHASE II

- Land is restricted to residential use only. Family business permitted with approval of developer.
- 2 No structure shall be erected within 50 feet of front property line and 25 feet from the side property line.
 - 3 All barns and/or outbuildings must be located at least 125 feet from the front property line and 25 feet from the side property lines. Outbuildings must be painted metal or masonry and construction approved by developer prior to construction.
 - 4 All homes must be 1600 square feet or more not counting garage, porches or patios. Two story homes must have minimum of 1000 square feet on the first floor. All buildings must be approved by developer prior to construction. Each home must have two car attached garage either side or rear entry. No front entry garages allowed. Driveway from street to garage may be gravel.
 - 5 All residences must be 75% masonry and face the main road. Owner must keep all wood freshly painted to avoid detracting from the area. Failure to do so allows developer to paint and charge the owner. No A-frames allowed.
 - 6 No structures such as travel trailers, tents, garages or other outbuildings shall be used as a residence either temporary or permanently.
 - 7 All dwellings must be completed within 6 months of starting of construction and all outbuildings must be completed within 90 days of starting construction.
 - 8 No noxious or offensive activity shall be carried on upon any property and all motor vehicles shall be properly muffled so as not to annoy, disturb or create a nuisance to neighbors. No large trucks shall be allowed to park on the property on a regular basis.
 - 9 All vehicles must have a current license, inspection sticker, be operable and in good condition. No wrecked or junk cars shall be allowed on any lot. No trucks, buses, motor homes, travel trailers or boats shall be parked in front of any residence.
 - 10 All property shall be kept in a neat and orderly manner with articles for storage contained in barn or other outbuilding. No lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage or other waste shall be kept in sanitary containers and disposed of in a proper manner.
 - 11 In order to keep the area in a neat manner and eliminate nuisances such as insects, mice, snakes, etc., owners must keep properties mowed. If an owner fails to do so, the developer has the right to mow the property for purposes stated above, at owner's expense.
 - 12 No signs of any kind shall be allowed on any lot, except for small "For Sale" sign.
 - 13 Purchase of a lot does not permit an owner any privileges to trespass on any other lots without approval of the owner.

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- 14 The developer is in no way to be held responsible or libel for damages or injury to any person or thing on any of the properties of the acreage.
- 15 Invalidation of any one of these restrictions by judgment or court order shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.
- 16 No hog or cattle feed yards or slaughter plants shall be permitted. Raising fowl is prohibited except for a few laying hens for family use.
- 17 Two head of cattle or horses or sheep or goats per acre shall be permitted. Kennels will not be allowed. Pet dog or cat shall not be allowed to leave the property or disturb the neighbors by barking.
- 18 No modular or mobile homes allowed.
- 19 No above ground pools allowed.
- 20 No junk yards, repair yards or wrecking yards allowed. One abandon vehicle is considered junk.
- 21 No more than one (1) residence allowed.
- 22 Building plan and specs must be approved by developer prior to start of construction and purchaser must begin construction within 2 years from purchase date.
- 23 ONLY white 3 rail vinyl fencing may be placed along front of property. Side and rear fences must be of woven wire, 2 slick wires on top, with 6 foot T-Post and metal corner posts also painted white.
- 24 Any use of barbed wire or chain link fence on the property is prohibited.
- 25 No hunting or discharge of firearms permitted.
- 26 No part of any private sewage facility shall be installed or operated within a minimum of 10 feet in horizontal distance from any property line or public road right-of-way.
- 27 The developer, at his discretion, may permit variances to these deed restrictions in individual cases.
- 28 The conditions and restrictions of this declaration shall run with and bind the land, and shall insure to the benefit of, and be enforceable by, the developer or owners of any lot subject to this declaration, unless amended as provided herein. These conditions and restrictions shall run for a period of 20 years from the date they are recorded, after which time said conditions and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said conditions and restrictions in whole or in part.
- 29 These deed restrictions may be amended by 75% vote of the owners of the lots affected, except number 31 concerning the Homeowners Association.

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30 The conditions and restrictions of this declaration shall run with and bind the land and shall insure to the benefit of, and be enforceable by, the developer or the owners of any lot subject to this declaration, unless amended as provided in Paragraph 28.

31 contemporaneously with the purchase of a lot in Island Creek Ranch Estates Phase II, each owner will become a member ("Member") of the Island Creek Ranch Estates Phase II ("the Estates") Homeowners Association (the "Association"), an unincorporated association consisting of all owners of lots in the Estates, without further documentation of any kind. The subparagraphs of this section govern the Association.

a. Membership in the Association will be appurtenant to and not several from ownership of a lot in the Estates.

b. Members will be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons will be Members and the vote for such lot will be exercised as they may determine among themselves. In no event may more than one vote be cast with respect to any lot owned.

c. The sole purposes of the Association shall be to maintain and assess the Members for the maintenance and operation of the following (the "Common Areas"):

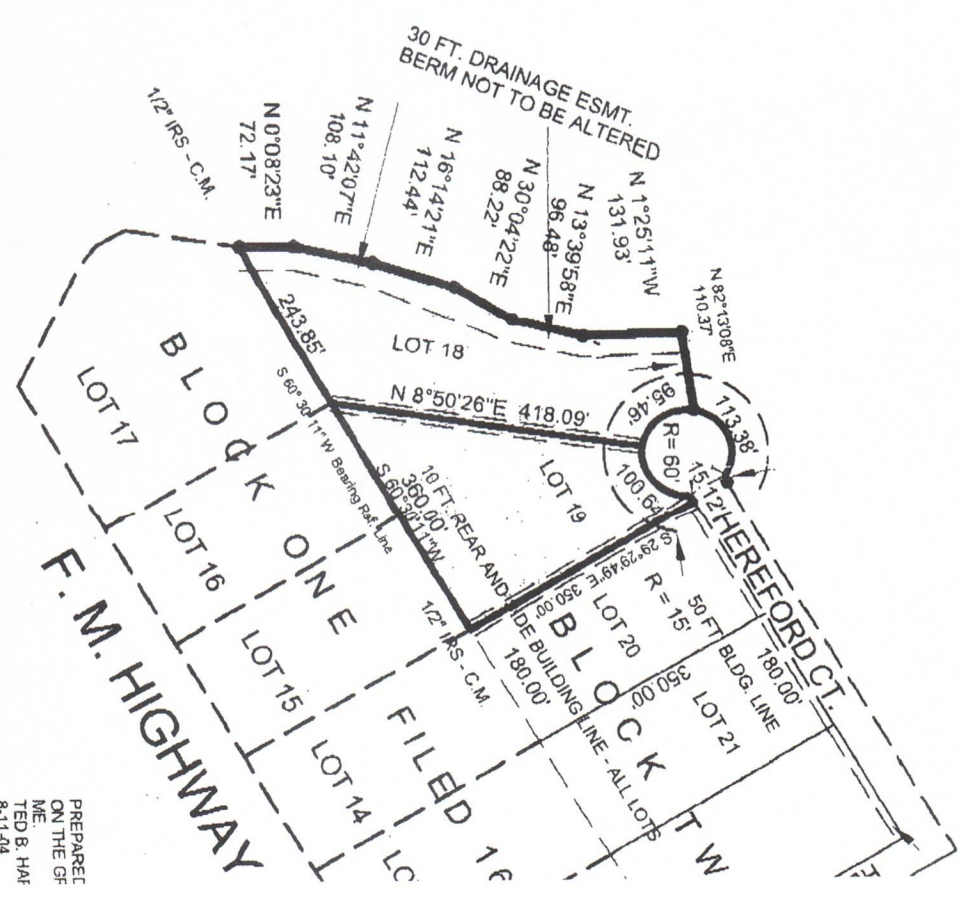
1. Entrance structure, gates, openers, flower beds, controls, etc., and
2. Hereford Ct., such as road surface repair, striping mowing right of way, and street lighting.

d. Assessments must be fixed at a uniform rate for all lots. The first assessment will be \$200.00 per year to be collected at closing and deposited in Island Creek Ranch Estates Phase II Homeowners Association at First State Bank Grandview, Grandview, Texas, 76050. The assessment will be due and payable on the first day of January each year. The developer, Lacy's Western Properties, Inc., Denzil Lacy, Vice President, will be the President of the Association until there are a majority of the lots sold at which time a meeting will be called to elect officers of the Association. The President will have full authority to collect assessments and pay bills until officers are elected. The amount of the assessment, and any special assessments, will be determined by the majority of the lot owners.

e. Each owner of a lot - by acceptance of his or her deed for such lot, whether or not it is so expressed in the deed - agrees to pay the Association such assessments, which will be established and collected subject to subparagraph 31.d. above as provided below. The assessments, together with interest, cost, and reasonable attorney fees, will also be the personal obligation of the person or persons who own the lot at the time the assessment falls due. but such personal obligation will not pass to the successors in title of such person or persons unless expressly assumed by them.

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- f. Any assessment not paid within 30 days after the due date will be deemed in default and will bear interest from the due date at the rate of 10 percent per annum. the Association may bring an action at law against the Member personally obligated to pay the same, or may foreclose the lien against the property.
- g. No Member may waive or otherwise escape liability for the assessments provided for by nonuse of the Common Areas or abandonment of the Member's lot.
- h. the assessment lien will be subordinate to the lien of any first deed of trust. A sale or transfer of any lot will not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a deed of trust, whether judicial or by exercise of power of sale, will extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer will relieve such lot from liability for any assessments thereafter becoming due or from the lien of such assessments.
- i. the first meeting of the association will occur on or before 7:00 p.m., February 1, 2002, at Lacy Real Estate, 3926 W. Pioneer Parkway, Arlington, Texas 76013, as determined by Developer. Thereafter, any Member may call a meeting by providing written notice to all Members not less than 10 nor more than 30 days in advance of such meeting. any proposed action must be approved by a majority of the votes cast at such meeting.



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