

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

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Direct- INDIAN CREEK/CARROLLTON HOMEOWNERS ASSO
Indirect-

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***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
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THE STATE OF TEXAS)
COUNTY OF DENTON]

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell

County Clerk
Denton County, Texas

CERTIFICATION

I, the undersigned, pursuant to Texas Property Code §202.006 do hereby certify:

That I am the duly elected and acting Secretary of the Indian Creek/Carrollton Homeowners Association, Inc., (hereinafter the "Association") a Texas corporation;

That the attached documents are documents that apply to the operation and utilization of property within Indian Creek Ranch, a subdivision in Denton County, Texas.

That the property affected by these documents is set out on the attached Exhibit "A".

That the documents which affect the use and operation of Indian Creek Ranch are set out on the attached Exhibit "B".

That the attached documents are true and correct copies of the originals.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 19th day of January, 2010.

INDIAN CREEK/CARROLLTON
HOMEOWNERS ASSOCIATION, INC.



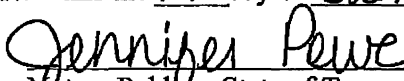
Print Name: Jeff Hudson

Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME the undersigned authority, on this day personally appeared Jeff Hudson, the Secretary of the Indian Creek/Carrollton Homeowners Association, Inc., known to me to be the person whose name is subscribed hereinabove and, being by me first duly sworn, declared that s/he is the person who signed the foregoing document in her/his representative capacity, and that the statements therein contained are true and correct.

Given under my hand and seal of office this the 12th day of January, 2010.


Notary Public – State of Texas

After recording return to:

Stephanie Quade
Roberts Markel P.C.
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056



EXHIBIT "A"

INDIAN CREEK RANCH a subdivision of multiple sections located in Denton County, Texas, and any other subdivisions which are subsequently annexed thereto and made subject to the authority of the Association, which sections are encumbered by dedicatory instruments filed of record in Denton County, Texas as follows:

Title of Document	Date Recorded	Denton Cty Clerk's File No.
Declaration of Covenants, Conditions and Restrictions	08/23/94	94-R0065513
Amendment of Declaration	12/07/94	94-R0090002
Second Amendment of Declaration	03/21/95	95-R0016441
Correction to Second Amendment of Declaration	05/09/95	95-R0027040
Third Amendment of Declaration	12/12/95	95-R0077090
Correction to Second Amendment of Declaration	05/09/95	95-R0027040
Correction to Third Amendment to Declaration	05/03/96	96-R0030299
Fourth Amendment to Declaration	03/13/96	96-R0032712
Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch	08/15/96	96-R0056654
Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch	10/09/98	98-R0091964
Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch	04/22/99	99-R0039401
Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch	07/29/99	99-R0077069
Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch	01/03/01	2001-R0000849
Annexation Declaration No. 7 Indian Creek Ranch Development City of Carrollton, Denton County, Texas	07/15/02	2002-R0087328
Management Certificate	02/12/02	2002-R00187611
Management Certificate for Indian Creek Ranch	08/29/08	2008-95123
Indian Creek/Carrollton Homeowners Association, Inc. Covenant Enforcement and Fining Policy	09/21/09	2009-112472

EXHIBIT "B"

1. Articles of Incorporation of Indian Creek/Carrollton Homeowners Association, Inc.
2. Indian Creek Home Owners Association Architectural Control Guidelines

FILED
In the Office of the
Secretary of State of Texas

MAR 15 1995

ARTICLES OF INCORPORATION
OF
INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.

Incorporations Section

The undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of an association under the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. art. 1396-1.01 et seq., hereby adopts the following Articles of Incorporation for the Indian Creek/Carrollton Homeowners Association, Inc. (the "Association"):

ARTICLE I
NAME OF ASSOCIATION

The name of the Association is the INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.

ARTICLE II
NON-PROFIT ASSOCIATION

The Association is a non-profit association.

ARTICLE III
DURATION

The period of the Association's duration is perpetual.

ARTICLE IV
ADDRESS OF ASSOCIATION

The principal office of the Association is located at 5950 Berkshire, Suite 1200, Dallas, Texas 75225.

ARTICLE V
REGISTERED AGENT AND OFFICE

The address of the initial registered office of the Association is 5950 Berkshire, Suite 1200, Dallas, Texas 75225, and the name of the Association's initial registered agent at such address is Robert R. Harper, III.

ARTICLE VI
PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profits to its members. The specific purposes for which the Association is organized are as follows:

- (a) To provide for the maintenance, management, preservation, care and architectural control of The Properties and the Common Areas;

(b) To promote the health, safety and welfare of the residents within The Properties and the Common Areas;

(c) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration;

(d) To fix, levy, collect and enforce payment of all charges and assessments as set forth in the Declaration, to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the Association or the Property of the Association;

(e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(f) To borrow money, and mortgage, pledge, or hypothecate any or all of the real or personal property of the Association as security for money borrowed or debts incurred;

(g) To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility in accordance with the Declaration;

(h) To promote and maintain the recreational opportunities, comfort, health, safety and welfare of the residents of The Properties, and, in general, to enhance the quality of economic value of The Properties; and

(i) To have and to exercise any and all powers, rights and privileges which an Association organized under the Texas Non-Profit Act may now or hereafter have or exercise.

The aforesaid statement of purposes shall be construed as a statement of both purposes and of powers and shall be broadly construed to effectuate its intent.

ARTICLE VII MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot shall automatically be a Member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration. Ownership of a Lot shall be the sole qualification for membership in the Association. The Association may (but shall not be required to) issue certificates evidencing membership in the Association. The voting rights of the Members are set forth in the Declaration.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, who need not be Members of the Association. The number of directors shall be established in the Bylaws for the Association and may be changed by amendment of the Bylaws. The names and addresses of the persons who are acting in the capacities of the initial Directors of the Association until selection of a succeeding Board of Directors are:

NAME OF DIRECTOR	ADDRESS OF DIRECTOR
<u>Robert R. Harper, III</u>	<u>5950 Berkshire, Suite 1200</u> <u>Dallas, Texas 75225</u>
<u>Ray W. Washburne</u>	<u>5950 Berkshire, Suite 1200</u> <u>Dallas, Texas 75225</u>
<u>Carol M. McCall</u>	<u>5950 Berkshire, Suite 1200</u> <u>Dallas, Texas 75225</u>

ARTICLE IX
AMENDMENTS

Amendments to these Articles of Incorporation shall be in accordance with the Bylaws of the Association.

ARTICLE X
BYLAWS

The initial Bylaws shall be adopted by the Board of Directors. The power to alter, amend, or repeal the Bylaws or adopt new Bylaws is vested in the Board of Directors, subject to repeal or change by action of the Members.


ARTICLE XI
INCORPORATOR

The incorporator for the Association is Raymond J. Termini, whose business address is 1445 Ross Avenue, Suite 2500, Dallas, Texas 75202.

ARTICLE XII
CAPITALIZED TERMS

The capitalized terms used herein shall have the same meaning as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision, dated August 23, 1994, recorded under County Clerk's File No. 94-R0065513 of the Deed Records of Denton County, Texas, and any and all amendments thereto.

EXECUTED this 14th day of March, 1995.



Raymond J. Termini



INDIAN CREEK RANCH

Carrollton Texas

Indian Creek Home Owners Association Architectural Control Committee

Adopted Guidelines for Planters and Tree Rings

Revision 3/10/2003

Modification Approval Required

All Indian Creek Home Owners Association Members (Homeowners and Developers) are bound by the Covenants of the HOA. This document represents a guideline for a particular set or type of external modification as defined within the Covenants. Following of this standard does not release the Member from the application and approval process. All modifications bound by the Covenants of the HOA, even those outlined in this document, must still be applied for and approved by the Architectural Control Committee (ACC).

Failure to follow the approval process may result in any of the remedies as set forth in "Nonconforming Improvements" Article IV Section 7 of the covenants.

Permits May Be Required

Approval by the Architecture Control Committee (ACC) does not relinquish the responsibility of the Member to obtain proper City permits for the modification where applicable. The ACC is also not responsible for advice concerning any City Ordinances and Permits required for the modification.

Definitions Referenced In This Document.

- HOA. Indian Creek Home Owners Association.
- ACC. Architectural Control Committee as defined in the Covenants of the Indian Creek Home Owners Association.
- Member. Any Indian Creek Home Owners Association Class A or B member as set forth in the Covenants of the Indian Creek Home Owners Association.
- Modification Request Form. The "Indian Creek Architectural Control Modification Request Form."



Carrollton Texas

INDIAN CREEK RANCH

Purpose

By employing the use of a guideline or standard; modification requests will be handled in a more uniform fashion by the ACC.

Members of the HOA should use this standard to understand what type of modification is allowed and use it accordingly in their plans for modification requests.

Exceptions

Unless otherwise stated, the guideline referenced within this document represents the adopted, reasonable standard for the Indian Creek HOA ACC for the type of modification covered. Member Applicants who require property modifications that do not comply with the standard must state explicitly in the "Modification Request Form" what proposed modification would not be in compliance. The Member is encouraged to review the other applicable ACC standards to insure that their modification isn't covered within another standard.

All exceptions along with "Modification Request Forms" will be taken up by the ACC during its regularly scheduled monthly meeting. The ACC also understands that urgent requests do arise, however all Members are encouraged to use the regular "Modification Request Form" process for approval of the modification(s) requested.

Scope

This guideline covers Planters and Tree Rings.

Standard

1. For purposes of definition a Planter is an area of yard bounded by a structure intended to retain an area of soil and does not contain turf grass. A Tree Ring may be deemed the same as a Planter but is assumed to encompass one or more Trees.
2. Window boxes under this guideline are permitted. To Distinguish a Planter from a Window box, a Planter is at soil grade level whereas a Window Box is attached to the home, above grade immediately below a window.
3. Window boxes must be made of wood and stained a natural earth tone color, preferably the same color as the house trim. The ACC must approve the colors prior to installation.
4. Window boxes, Planters and Tree Rings must at all times during Non Winter months must live plants. Areas of the yard encompassed as a Planter or Tree Ring without plants is prohibited.
5. Mulch is required within all Planters and Tree Rings. No exposed soil is permitted. Only this list of materials may be used as mulch:
 - Wood Bark, natural or stained.



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- Shucked Coconut shells.
6. Planters and Tree Rings encompassed by:
 - Natural Stone
 - Masonry Brick (clay brick only)
 - Specialty Concrete Planter bricks
 - Plastic edging (at grade level only)
 - Steel edging (at grade level only)
 - Concrete not to exceed 4 inches in width (at grade level only)
 7. When using Plastic, Steel or Concrete edging the material must be at grade level with the lawn and no higher.
 8. Planters and Tree Rings may be no higher than 18 inches above grade at any point to match the existing property grade. Mulch/Soil level must be filled in between plantings to a depth not to be below 3 inches below the top of the Planter or Tree Ring.
 9. Where Natural Stone is used, if the stone exceeds more than one course high or is more than 8 inches above grade, all stone must be mortared.
 10. All Planters and Tree Rings encompassed by Stone, Brick or Concrete Planter blocks must be left unpainted.
 11. When using mortar, it should match the mortar color of the home.
 12. All Planters and Tree Rings must be maintained in good order and regular weeding is required.
 13. All plan submissions to the ACC should include a picture of the sample material and a layout of how the planters are to be shaped and arranged. Shapes of the Planters or Tree Rings are subject to the approval of the ACC.



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Indian Creek Home Owners Association Architectural Control Committee

Adopted Guidelines for Patio Covers and Arbors

Revision 2/20/2003

Modification Approval Required

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Failure to follow the approval process may result in any of the remedies as set forth in "Nonconforming Improvements" Article IV Section 7 of the covenants.

Permits May Be Required

Approval by the Architecture Control Committee (ACC) does not relinquish the responsibility of the Member to obtain proper City permits for the modification where applicable. The ACC is also not responsible for advice concerning any City Ordinances and Permits required for the modification.

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Scope

This Guideline covers patio covers and arbor construction. There are two basic structural types, type 1 anchors to the patio deck itself, type 2 anchored to the ground using posts and concrete. Most patio cover construction also requires a permit from the City of Carrollton (<http://www.cityofcarrollton.com/forms/ResidentialAccessoryPermitApplication.pdf>). Check the website to see if your structure complies.

Standard

1. Prior written approval by the Architectural Control Committee is required.
2. For single story homes, the highest point may not exceed the sill plate of the house. For two story homes, the highest point may not exceed 12 feet.
3. Structure material should be a wood based. Red wood, cedar, pressure treated lumber or a material approved by the ACC. No corrugated metal, glass, fiberglass, plastic, resin based, polymer based material will be allowed.
4. Roofs must be either open air wood style (e.g. Lattice) or shingled to match the roof of the main residence



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5. The patio cover finish must be a color similar to the main house or the fence, left to finish naturally, clear sealed or sealed/stained. All colors require ACC approval prior to application.
6. The patio cover must be maintained in good condition.



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Indian Creek Homeowners Association Architecture Control Committee Modification Construction/Contractor Guideline

Purpose

In order to facilitate the business of the Homeowners Association Architecture Control Committee (ACC) it has become necessary to address minimum guidelines for construction and conduct for Contractors performing work for HOA members. This applies to new construction areas and existing neighborhoods.

This policy falls under the authority of the ACC under the governance of "Use Limitations" as defined within the HOA Covenants (Article V Section 3(a)).

By following this guideline it is hoped that HOA members undertaking large projects will insure that they don't adversely affect other HOA members in terms of noise, debris and clean-up.

"Noisy" Work

For purposes of definition "Noisy" work is considered something that during any modification project could easily be heard two lots away on any side where external modifications are taking place. This includes but is not limited to:

- Idling Vehicles or Heavy Trucks of any type regardless of purpose.
- Heavy Construction work involving any demolition, cement or excavation vehicle.
- Work Crews of more than 5 Individuals.
- Air Driven Nail Guns or Circular Saws.
- Tile Saws.
- Portable Cement Mixers.

Although the City of Carrollton enforces general noise ordinances, the ACC requires that all HOA members making any external modifications or construction projects must take additional measures:

1. After ACC approval of the modification, the HOA Member requesting the modification is responsible for maintaining quiet time for their project. This includes coordination with any contractors or sub-contractors working on the project. Proper communication is key in insuring that all parties know that there are noise guidelines.
2. Abutting HOA members and those across the street from the subject property should be notified within one week of commencement of the modification that work is about to commence. The notification, which may be verbal or in writing, must also include approximate starting



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and ending dates and any potential property access limitations. This would include encumbrances on access to driveways or rightful access of HOA members to their property. By communicating with fellow HOA members that may be affected by the modification it is hoped that potential problems or hard feelings will be eliminated.

3. Heavy trucks and equipment are not permitted to idle more than 5 minutes at any given time when not in use.

"Noisy" external modification work should only be during the following hours:

- Weekdays from 6:30 AM till sunset.
- Saturdays from 7:00 AM till sunset.
- Sundays from 9:00 AM till 6:00 PM or 1 hour before sunset whichever is earlier.

Time outside of these hours or on holidays is considered "Quiet Time." The HOA member should insure that "Quiet Time" is observed by themselves, all contractors and subcontractors on their project.

Materials And Equipment

At no time is it permissible to have any construction, building materials or equipment stored on any street or alley within the HOA. All Materials and equipment used in projects by HOA members must be located fully on the member's property past any sidewalks or parking area.

It is permissible to have materials stored, for the duration of the project only, in the HOA member driveway. This is the preferred, recommended location for materials. Any leftover materials must be stored out of sight or removed from the premises.

Any equipment at all times must not encumber any access by any other HOA member to their right of way or access to their property for the entire duration of the project without the consent of any potentially affected HOA members.

Portable Toilet Equipment for the use of construction workers must not be located on any street or alley or any common area. They must be maintained appropriately and removed immediately when they are no longer required.

Debris And Cleanup

It is the responsibility of the HOA Member to maintain the project property in as clean and orderly fashion as possible. During the project all waste debris must be adequately disposed of promptly. Use of dumpsters is permitted, however a dumpster may only be located on a driveway. When the project is completed all debris must be removed from the property promptly.



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Any Debris and Waste that goes into common areas, alleys or streets must be immediately washed and cleaned both during the construction phase and afterwards. The HOA member must also insure that dangerous debris such as glass or nails does not enter any area where vehicles travel or children play.

Loitering

Although there are loitering laws in effect, the ACC does not condone after-work loitering by work crews. All Contractors and Sub-Contractors should leave accordingly when a workday completes.



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Indian Creek Home Owners Association Architectural Control Committee

Guidelines for Sheds & Outbuildings

Revision 3/11/2003

Modification Approval Required

All Indian Creek Home Owners Association Members (Homeowners and Developers) are bound by the Covenants of the HOA. This document represents a guideline for a particular set or type of external modification as defined within the Covenants. Following of this standard does not release the Member from the application and approval process. All modifications bound by the Covenants of the HOA, even those outlined in this document, must still be applied for and approved by the Architectural Control Committee (ACC).

Failure to follow the approval process may result in any of the remedies as set forth in "Nonconforming Improvements" Article IV Section 7 of the covenants.

Permits May Be Required

Approval by the Architecture Control Committee (ACC) does not relinquish the responsibility of the Member to obtain proper City permits for the modification where applicable. The ACC is also not responsible for advice concerning any City Ordinances and Permits required for the modification.

Definitions Referenced In This Document.

- HOA: Indian Creek Home Owners Association.
- ACC: Architectural Control Committee as defined in the Covenants of the Indian Creek Home Owners Association.
- Member: Any Indian Creek Home Owners Association Class A or B member as set forth in the Covenants of the Indian Creek Home Owners Association.
- Modification Request Form: The "Indian Creek Architectural Control Modification Request Form."



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Purpose

By employing the use of a guideline or standard; modification requests will be handled in a more uniform fashion by the ACC.

Members of the HOA should use this standard to understand what type of modification is allowed and use it accordingly in their plans for modification requests.

Exceptions

Unless otherwise stated, the guideline referenced within this document represents the adopted, reasonable standard for the Indian Creek HOA ACC for the type of modification covered. Member Applicants who require property modifications that do not comply with the standard must state explicitly in the "Modification Request Form" what proposed modification would not be in compliance. The Member is encouraged to review the other applicable ACC standards to insure that their modification isn't covered within another standard.

All exceptions along with "Modification Request Forms" will be taken up by the ACC during its regularly scheduled monthly meeting. The ACC also understands that urgent requests do arise, however all Members are encouraged to use the regular "Modification Request Form" process for approval of the modification(s) requested.

Scope

This Guideline covers sheds and outbuildings. Sheds & outbuildings are specified within the HOA covenants as being for the storage of lawn equipment, tools, etc. All sheds, outbuildings and all other types of detached structures must be approved via the "Modification Request Form" prior to any work being started.

Standard

1. Sheds should reside in your back yard where it will have a minimum visual impact on adjacent properties and streets. For purposes of this standard, Back Yard, is defined as the area on the side and behind your house. It begins two (2) feet back from the front corners of your house and extends to your back property line.
2. The height of any shed shall not be greater than two (2) feet higher than your fence.
3. If any portion of the shed other than the roof can be seen above the fence, the shed must be constructed of wood or wood looking material.
4. Plastic/Rubber storage units can be used as long as it's height is at or below the fence line.



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5. Color requirements: the sheds should match the color of your house brick and/or trim. If you can't perfectly match your brick color, you must choose a color that's close and blends with the surrounding homes.
6. The roof of the shed must use composite shingles which are the same color as your home (i.e. you can't have grey/black shingles on your home but have tan/brown shingles on the shed).
7. Metal or tin roof sheds are not allowed!
8. Barn looking sheds should be avoided.
9. Sheds must not be placed on easements or outside the building restriction lines.
10. Approval of sheds must be acquired from the ACC by submitting a sketch of your back yard depicting where the shed will be located, a picture or marketing brochure along with the height, width & length dimensions and color specifications.



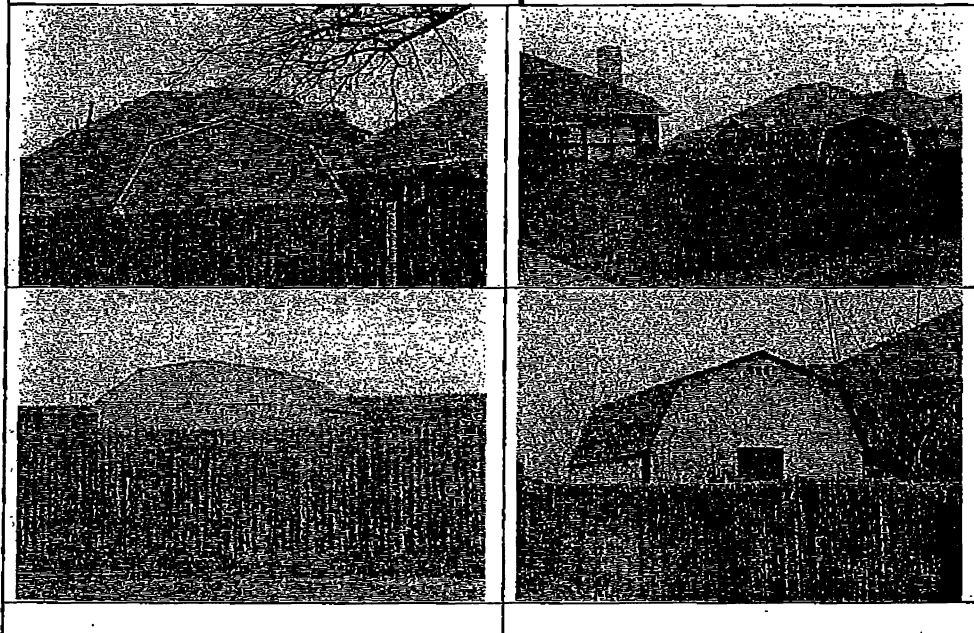
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Acceptable



Not Acceptable





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INDIAN CREEK RANCH

Indian Creek Home Owners Association Architectural Control Committee

Adopted Guidelines for Fences and Driveway Gates

Revision 2/26/2003

Modification Approval Required

All Indian Creek Home Owners Association Members (Homeowners and Developers) are bound by the Covenants of the HOA. This document represents a guideline for a particular set or type of external modification as defined within the Covenants. Following of this standard does not release the Member from the application and approval process. All modifications bound by the Covenants of the HOA, even those outlined in this document, must still be applied for and approved by the Architectural Control Committee (ACC).

Failure to follow the approval process may result in any of the remedies as set forth in "Nonconforming Improvements" Article IV Section 7 of the covenants.

Permits May Be Required

Approval by the Architecture Control Committee (ACC) does not relinquish the responsibility of the Member to obtain proper City permits for the modification where applicable. The ACC is also not responsible for advice concerning any City Ordinances and Permits required for the modification.

Definitions Referenced In This Document.

- HOA. Indian Creek Home Owners Association.
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- Modification Request Form. The "Indian Creek Architectural Control Modification Request Form."



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INDIAN CREEK RANCH

Purpose

By employing the use of a guideline or standard; modification requests will be handled in a more uniform fashion by the ACC.

Members of the HOA should use this standard to understand what type of modification is allowed and use it accordingly in their plans for modification requests.

Exceptions

Unless otherwise stated, the guideline referenced within this document represents the adopted, reasonable standard for the Indian Creek HOA ACC for the type of modification covered. Member Applicants who require property modifications that do not comply with the standard must state explicitly in the "Modification Request Form" what proposed modification would not be in compliance. The Member is encouraged to review the other applicable ACC standards to insure that their modification isn't covered within another standard.

All exceptions along with "Modification Request Forms" will be taken up by the ACC during its regularly scheduled monthly meeting. The ACC also understands that urgent requests do arise, however all Members are encouraged to use the regular "Modification Request Form" process for approval of the modification(s) requested.

Scope

This standard covers Fencing and Driveway Gates. Fencing covers fences as specified within the HOA covenants as being wood, stone or masonry. All Fencing must be approved via the "Modification Request Form" prior to any work being started.

Standard

1. For purposes of this standard, Front Yard, is defined as the area in the front area of the home that begins two feet back on both facing exterior corners of the home nearest the property lines perpendicular to the front property line and nearest to the front property line. In some cases these corners may not be equally distant from the front property line.

Fencing

2. No home may have the Front Yard fenced in. Also prohibited are the use of gates, and security doors on the front façade of the property. Driveway Gates are the only permissible type of gate allowed within the HOA. A Driveway Gate is defined as a Gate extending immediately across the width of a home's driveway. A Driveway Gate may be constituted of one or two sections maximum.



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3. Fences must be a minimum of six (6) feet in height with a maximum height of eight (8) feet. Fencing must be Wood, Stone or Masonry as set forth in the HOA Covenants. Wrought Iron Fencing is not permitted except along the back and side property lines of homes designated in the Covenants as "Golf Course Lots" or homes presently with Developer, not Builder, installed Wrought Iron Fencing that abuts major streets such as River Glen and Oakwood Estates. On "Golf Course Lots" if a property line abuts a street or alley access driveway, the Fencing must be Wood, Masonry or Stone. In all cases Wrought Iron fencing on golf course lots shall be of the style as specified in Amendment 8 of the Covenants.
4. Use of Barbed Wire or security measures atop of installed fencing is prohibited.
5. On properties with non-linear front property lines; the line of the fence shall be determined from the distance measured two (2) feet back from the exterior corner of the home in a perpendicular line to the front sidewalk. That same distance must be maintained at the adjoining property line and sidewalk intersection. The fence line may proceed between these two points.
6. Fencing shall be permitted along all adjacent property lines. Where wooden fences are installed, in areas where the property line abuts a street or HOA common area or park the "good" side of the fence must face the street, common area or park. In rear alley situations, the "good" side of the fence may face away from the alley except where the fence is parallel to an alley street access point. The "good" side of the wooden fence is where all structural elements of the fence are hidden.
7. On corner lots, Fencing may be installed up to the sidewalk on the side yard of the property. However the setback from the nearest front corner of the home must still be applied. And pursuant to the above no area of the Front Yard may be fenced in.
8. No fencing is permitted between the parking curb and the front sidewalk.
9. Rear fences adjacent to alleys must be set back based upon any existing access to gas meters or any other utilities. Consult local authorities when requesting permits as to the setback requirement.
10. Where Fencing is placed upon retaining walls, the additional fencing + the height of the retaining wall must not exceed ten (11) feet high as measured from the bottom of the non-retaining side of the retaining wall to the top of the fence.
11. All Wooden Fences should be stained and must be maintained in a straight, vertical fashion. Staining must be consistent and of singular color. Missing boards and sags must be repaired appropriately. Wooden Fences should be stained within six (6) months of installation.
12. A word about colors for stains. When choosing a stain color for a fence, it should be noted that a "common sense" approach be used. Take a look at existing fences within the HOA, these usually use an earth toned stain. All Stain colors must be approved by the ACC prior to application. If unsure about a color, present samples to the ACC for guidance. In all cases fence stains shall be earth tones.
13. Approval of all Fencing requires a plot layout showing existing property lines and positioning of the home on the plot. A sketch of the elevation of the Fencing must also be provided. In the case of stone or masonry



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fencing, all elements of the design must be fully documented to the ACC prior to approval.

14. Tree Standard. Pursuant to the HOA Covenants, when a Fencing modification is approved, the minimum tree standard must also be maintained. Specifically per covenant, for corner lots, a minimum of 4 trees of 3 inch caliper or larger must be planted outside of all fenced areas on the property in the front and side yard. All other lots require 2 trees in the front yard. If the Fencing modification fences in any of the minimum designated trees, additional tree(s) must be planted to maintain the minimum requirement.

Driveway Gates

15. Driveway Gates must be made of wrought iron, painted black or metal framed with wood construction. Metal-framed wood construction gates will only be allowed on alley driveways. In all cases driveway gates must not contain names, mottos or initials. An exception for an alley driveway gate is to allow for the street number to be affixed to the gate or adjacent fence. Driveway Gates in alley situations may be installed up to the point in line with the rear fence and no further into the alley.
16. Driveway Gates must be no further forward towards the front property line than the closest exterior corner of the home or garage that is immediately adjacent to the driveway. The Driveway Gate must be installed in direct line with the façade of the front of the home or garage.
17. In all cases the design of a driveway gate and any terminal post designs or finials must be presented to the HOA prior to approval of the Driveway Gate.
18. Fencing between terminal points of Driveway gates and the adjacent property line or house must be wood, masonry or stone. Use of wrought iron for this is prohibited.
19. All solar panel installations and detached mechanical support systems (utility boxes for example) for a Driveway Gate must not be visible from the street or any common area. Exclusion to this would be Driveway Gates located in rear alley situations.
20. Metal-framed wooden Driveway Gates must be stained the same color as the adjacent fencing within six (6) months of installation.



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Indian Creek Home Owners Association Architectural Control Committee

Adopted Guidelines for Trees and Turf Grass

Revision 3/05/2003

Modification Approval Required

All Indian Creek Home Owners Association Members (Homeowners and Developers) are bound by the Covenants of the HOA. This document represents a guideline for a particular set or type of external modification as defined within the Covenants. Following of this standard does not release the Member from the application and approval process. All modifications bound by the Covenants of the HOA, even those outlined in this document, must still be applied for and approved by the Architectural Control Committee (ACC).

Failure to follow the approval process may result in any of the remedies as set forth in "Nonconforming Improvements" Article IV Section 7 of the covenants.

Permits May Be Required

Approval by the Architecture Control Committee (ACC) does not relinquish the responsibility of the Member to obtain proper City permits for the modification where applicable. The ACC is also not responsible for advice concerning any City Ordinances and Permits required for the modification.

Definitions Referenced In This Document.

- HOA. Indian Creek Home Owners Association.
- ACC. Architectural Control Committee as defined in the Covenants of the Indian Creek Home Owners Association.
- Member. Any Indian Creek Home Owners Association Class A or B member as set forth in the Covenants of the Indian Creek Home Owners Association.
- Modification Request Form. The "Indian Creek Architectural Control Modification Request Form."



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Purpose

By employing the use of a guideline or standard; modification requests will be handled in a more uniform fashion by the ACC.

Members of the HOA should use this standard to understand what type of modification is allowed and use it accordingly in their plans for modification requests.

Exceptions

Unless otherwise stated, the guideline referenced within this document represents the adopted, reasonable standard for the Indian Creek HOA ACC for the type of modification covered. Member Applicants who require property modifications that do not comply with the standard must state explicitly in the "Modification Request Form" what proposed modification would not be in compliance. The Member is encouraged to review the other applicable ACC standards to insure that their modification isn't covered within another standard.

All exceptions along with "Modification Request Forms" will be taken up by the ACC during its regularly scheduled monthly meeting. The ACC also understands that urgent requests do arise, however all Members are encouraged to use the regular "Modification Request Form" process for approval of the modification(s) requested.

Scope

This Guideline covers Trees and Grass. Trees are differentiated from shrubs in that they are typically freestanding (i.e. not in a flowerbed), are intended to grow to a height greater than or equal to the roofline of the home, and are usually not shaped or sculpted beyond standard maintenance.

Standard

Trees

1. Trees should be native to Texas or of a variety which will thrive and develop in the N. Texas climate.
2. Lots will consist of at least 2 large caliper trees in the front yard. Corner lots will consist of 4 large caliper trees, at least one of which is on the side yard facing the street. Pursuant to Article V, the minimum requirement is for trees to be of 3 inch caliper. Additional trees above the minimum may be of smaller caliper.
3. Trees which are infected with disease or fungus or are infested with botanical parasites (e.g. mistletoe) must be treated or removed



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immediately to avoid spread of the disease or parasite to neighboring trees.

4. Removal of single trunk trees in excess of 4" in diameter or multi-trunk trees in excess of 6" in diameter requires prior approval of the ACC.
5. When trees are removed, no visible stump shall remain after the removal. This may require professional grinding and pulping of the stump deeper than ground level.
6. Dead growth on trees shall be removed regularly to stimulate growth and remove unsightly material.
7. Dead trees shall be removed as soon as is practical. If a tree is removed, it shall be replaced by a tree of the same caliper if the lot does not meet the required minimum number of trees (see #2 above). The ACC will use Article V to assist in determining the correct caliper of tree required.

Turf Grass

8. Grass should completely cover all yard areas in the front and side yards, with the following exceptions :
 - a. Planters and Tree Rings
 - b. Sunken tree wells
9. If a backyard is enclosed by a wrought iron fence or some other fence which exposes the backyard to the sight of neighbors, then grass should completely cover all yard areas of the backyard, with the following exceptions:
 - a. Planters and Tree Rings
 - b. Sunken tree wells
 - c. Pools and adjacent decking which is flush with the ground
 - d. ACC-approved decks which are flush with the ground
 - e. ACC-approved exterior buildings
 - f. Areas immediately beneath swing or play areas, which must have mulch or sand if grass is not present
 - g. ACC-approved fountains
10. Grass should be native to Texas or of a variety which will thrive and develop in the N. Texas climate.
11. Grass should be weeded regularly throughout all seasons of the year.
12. In high growth seasons, grass must be mowed regularly. At no point during the year may the grass exceed 6 inches in height.
13. Grass which encroaches upon sidewalks, streets, or alleys should be edged regularly.
14. Grass clippings which result from mowing/trimming should not be left on sidewalks, streets, or alleys. These clippings should be gathered on the day of mowing and disposed of properly (i.e. **not** on adjacent greenspaces).
15. Grass should be watered sufficiently in the summer to avoid "browning" or "spotting" due to heat damage (this standard does not apply during city-mandated water rationing).



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Indian Creek Homeowners Association Architecture Control Committee Existing Modification Policy

Purpose

In order to facilitate the business of the Homeowners Association Architecture Control Committee (ACC) it has become necessary to address pre-existing modifications whether previously approved or unapproved within the HOA.

Since the HOA has only recently migrated into the trusteeship of the Homeowners, many things that were deemed acceptable and were approved as ACC modifications may or may not be approvable under newer, more stringent guidelines that closely follow the Covenants of the HOA.

This document describes the policy of how the ACC will consider pre-existing modifications whether they were previously approved or not within the HOA under the Covenants.

By following this policy the ACC believes that areas of improvement with respects to external modifications within the HOA will eventually be brought into line with the Covenants and expectations of all Homeowners.

Approved Modifications

Any Approved Modifications at any time will be considered valid and enforceable at all times. Documentation on the approval is subject to verification by the HOA.

If extensive renovation or replacement of anything governed by Article IV or Article V of the covenants is required, the modification request process must be followed. Any replacements or extensive modifications are subject to the published guidelines of the ACC and Article V governing protective covenants.

Unapproved Modifications

In all cases of unapproved modifications, the ACC will consider allowing the modification if it meets existing ACC guidelines and HOA Covenants with the proviso that a Modification Request Form (MRF) is submitted to the HOA for approval.

That means that if a modification is already in place and it complies with existing ACC standards and has been approved via an MRF it does not have to be altered or changed. This does not relieve HOA members from the



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responsibility of obtaining prior approval for all External Modifications to properties within the HOA.

In the case of a non-confirming modification that does not meet ACC guidelines; the ACC on a case-by-case basis may approve modifications that would be acceptable to bring the non-conformance back into compliance. Any modifications required would be addressed by the ACC at the time an MRF is presented. Article IV Section 7 covers any steps the HOA may take in remedying a non-conforming or unapproved modification.



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Indian Creek Home Owners Association Architectural Control Committee

Adopted Guidelines for Play Sets (i.e. swings, trampolines, etc.)

Revision 3/11/2003

Modification Approval Required

All Indian Creek Home Owners Association Members (Homeowners and Developers) are bound by the Covenants of the HOA. This document represents a guideline for a particular set or type of external modification as defined within the Covenants. Following of this standard does not release the Member from the application and approval process. All modifications bound by the Covenants of the HOA, even those outlined in this document, must still be applied for and approved by the Architectural Control Committee (ACC).

Failure to follow the approval process may result in any of the remedies as set forth in "Nonconforming Improvements" Article IV Section 7 of the covenants.

Permits May Be Required

Approval by the Architecture Control Committee (ACC) does not relinquish the responsibility of the Member to obtain proper City permits for the modification where applicable. The ACC is also not responsible for advice concerning any City Ordinances and Permits required for the modification.

Definitions Referenced In This Document.

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- ACC. Architectural Control Committee as defined in the Covenants of the Indian Creek Home Owners Association.
- Member. Any Indian Creek Home Owners Association Class A or B member as set forth in the Covenants of the Indian Creek Home Owners Association.
- Modification Request Form. The "Indian Creek Architectural Control Modification Request Form."



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Purpose

By employing the use of a guideline or standard; modification requests will be handled in a more uniform fashion by the ACC.

Members of the HOA should use this standard to understand what type of modification is allowed and use it accordingly in their plans for modification requests.

Exceptions

Unless otherwise stated, the guideline referenced within this document represents the adopted, reasonable standard for the Indian Creek HOA ACC for the type of modification covered. Member Applicants who require property modifications that do not comply with the standard must state explicitly in the "Modification Request Form" what proposed modification would not be in compliance. The Member is encouraged to review the other applicable ACC standards to insure that their modification isn't covered within another standard.

All exceptions along with "Modification Request Forms" will be taken up by the ACC during its regularly scheduled monthly meeting. The ACC also understands that urgent requests do arise, however all Members are encouraged to use the regular "Modification Request Form" process for approval of the modification(s) requested.

Scope

This Guideline covers play sets. Play sets are specified within the HOA covenants as being play equipment and should be naturally colored wood or metal. All play sets must be approved via the "Modification Request Form" prior to any work being started.

Standard

1. Play sets must reside in your back yard where it will have a minimum visual impact on adjacent properties and streets. For purposes of this standard, Back Yard, is defined as the area on the side and behind your house. It begins two (2) feet back from the front corners of your house and extends to your back property line.
2. No tree swings, yard bench swings or other play sets can be in the front yard. Everything must be in the back yard as stated in #1 above.
3. Color requirements: the play sets should be naturally colored wood or metal. For the play sets with canopy tops you may choose between the flat blue or green material. Rainbow colored canopies are now allowed.
4. The play zones or trampolines with the fluorescent yellow pole structures are not allowed. You should choose white or a non conspicuous color that will blend in with the surroundings.




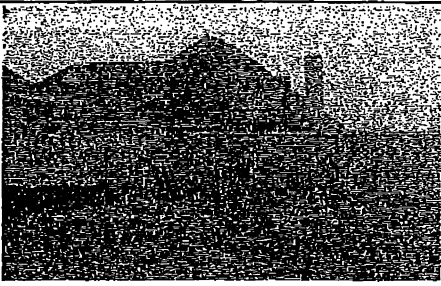
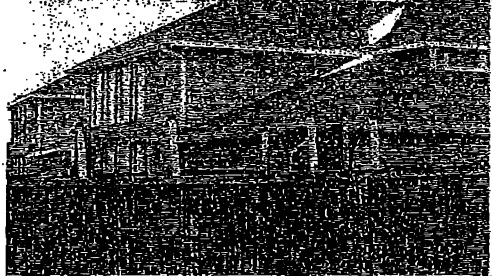

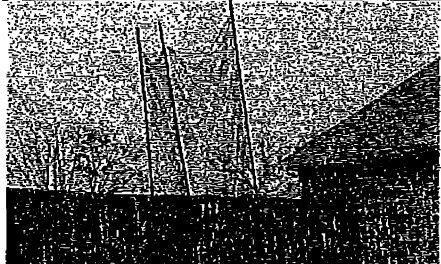
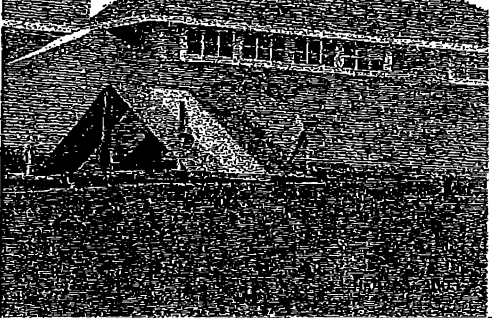
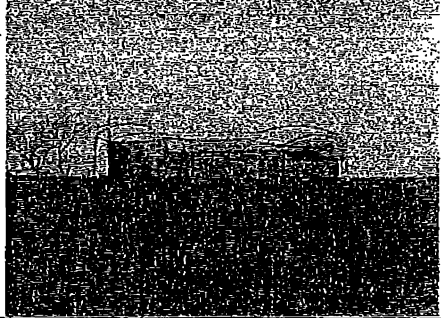
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5. Baseball batting cages or large netted areas for sports practice are not permitted.
6. Approval of play sets must be acquired from the ACC by submitting a picture or marketing brochure along with the height and color specifications.



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Acceptable	
	
	
Not Allowed	
	
	



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Indian Creek Home Owners Association Architectural Control Committee

Adopted Guidelines for Retaining Walls

Revision 2/20/2003

Modification Approval Required

All Indian Creek Home Owners Association Members (Homeowners and Developers) are bound by the Covenants of the HOA. This document represents a guideline for a particular set or type of external modification as defined within the Covenants. Following of this standard does not release the Member from the application and approval process. All modifications bound by the Covenants of the HOA, even those outlined in this document, must still be applied for and approved by the Architectural Control Committee (ACC).

Failure to follow the approval process may result in any of the remedies as set forth in "Nonconforming Improvements" Article IV Section 7 of the covenants.

Permits May Be Required

Approval by the Architecture Control Committee (ACC) does not relinquish the responsibility of the Member to obtain proper City permits for the modification where applicable. The ACC is also not responsible for advice concerning any City Ordinances and Permits required for the modification.

Definitions Referenced In This Document.

- HOA. Indian Creek Home Owners Association.
- ACC. Architectural Control Committee as defined in the Covenants of the Indian Creek Home Owners Association.
- Member. Any Indian Creek Home Owners Association Class A or B member as set forth in the Covenants of the Indian Creek Home Owners Association.
- Modification Request Form. The "Indian Creek Architectural Control Modification Request Form."



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Purpose

By employing the use of a guideline or standard; modification requests will be handled in a more uniform fashion by the ACC.

Members of the HOA should use this standard to understand what type of modification is allowed and use it accordingly in their plans for modification requests.

Exceptions

Unless otherwise stated, the guideline referenced within this document represents the adopted, reasonable standard for the Indian Creek HOA ACC for the type of modification covered. Member Applicants who require property modifications that do not comply with the standard must state explicitly in the "Modification Request Form" what proposed modification would not be in compliance. The Member is encouraged to review the other applicable ACC standards to insure that their modification isn't covered within another standard.

All exceptions along with "Modification Request Forms" will be taken up by the ACC during its regularly scheduled monthly meeting. The ACC also understands that urgent requests do arise, however all Members are encouraged to use the regular "Modification Request Form" process for approval of the modification(s) requested.

Scope

This guideline covers Retaining Walls. Retaining Walls are defined as permanent structures to retain soil principally used to terrace yards that have excessive slope.

To distinguish from Fences, Retaining Walls shall also be defined as being no higher than six (6) inches higher than the soil that is retained and no point higher than the home foundation line.

Standard

1. Materials for Retaining Walls shall be either:
 - Natural Stone, either dry (no mortar) or mortared.
 - Clay Brick must be mortared.
 - Concrete products specifically designed for retaining walls.
2. Materials specifically not approved for Retaining Walls include:
 - Railroad Ties
 - Landscape Timbers
 - Cinder Blocks



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3. Wall height may not exceed three feet, six inches (3'-6") as measured from non-retaining side of the wall. Where heights greater than 3'-6" are required, multiple retaining walls may be employed and designated in the "Modification Request Form."
4. Final Soil Grade, excluding mulch, must not be lower than six inches from the top of the wall as measured on the retained soil side.
5. Gates may not be employed within a retaining wall structure located within the front yard.
6. No segment of a Retaining Wall may exceed the height as established for the foundation/mortar line of the home. This is defined as the point where the concrete foundation meets the first brick or stone line of the home on the ground floor.
7. No visible piping (PVC, ABS etc.) of any outlets for drainage will be permitted. Small gaps (No larger than 1") at the base of the wall to permit drainage are permitted.
8. Where Retaining Walls are within five feet of sidewalks, drainage for the retaining wall must be routed underneath the sidewalk to the curb. In the case where the Retaining Wall abuts a common area or common use driveway, the drainage must be carried in parallel to the line of the common area or driveway to the front or rear of the property. If the rear of the property abuts a common use driveway or alley, drainage will be allowed out on the driveway. However if the home abuts another home all drainage will be routed to the front of the home, under any sidewalk and out through the curbing. Under no circumstances is retaining wall drainage to be directed onto adjacent member lots.
9. Where retaining walls are built between adjacent homes, the same drainage rules apply as for 7 above.
10. Home Owner will maintain wall appropriately including re-mortaring of cracks and removal of weeds that grow in or on the wall.
11. All "Modification Request Forms" for Retaining Walls must include a plat layout including property lines and existing structures.

**INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.
DESIGN GUIDELINES**

Fundamental to the concept of development at Indian Creek Ranch is quality in planning, design and craftsmanship. The following guidelines provide the basis for a common understanding of the design objectives and standards by all those involved in creating this community and, most importantly, by the present and future residents. These Guidelines and the procedures specified in the Declaration of Covenants, Conditions, and Restrictions for Indian Creek/Carrollton Homeowners Assn. Inc. (the Association), will be used by the Architectural Control Committee (ACC) of the Association, to review plans and specifications. The ACC intends to be fair and objective in the design review process and impartial and understanding of individual goals.

Submittal and Response Deadlines

All plans and specifications required to be submitted will be submitted, reviewed and approved by the ACC prior to commencement of construction.

A written decision of the ACC usually will be rendered and mailed no later than thirty days after submittals are received by the ACC. The Committee's decision may be:

- (A) Approval
- (B) Conditional approval with stipulations
- (C) Disapproval
- (D) Deferral pending submission of more information or
deferral to a specific date pending on-site review by the ACC

Within 14 days after a decision has been rendered, the property owner may file a written appeal with the ACC or request to personally address the Committee at its next scheduled meeting.

Meeting Schedule of the ACC

The ACC will convene meetings for the review of plan submission on a schedule established by the ACC from time to time. The meetings will be held at a convenient location determined by the ACC.

Regulatory Compliance

Plans submitted for ACC review must comply with all applicable building codes, zoning regulations and the requirements of all agencies having jurisdiction over the project. It is the responsibility of the Applicant to obtain all necessary permits and ensure all governmental compliance. Regulatory approvals do not preclude the authority and responsibility of the ACC for design review and ACC approval does not preclude the Applicant from obtaining any necessary government approvals.

Variances

If the Applicant and/or his Designer feel that certain portions of the Design Review Guidelines are inappropriate, based on the design elements of a particular residence or proposed improvement, then the Applicant may apply for a variance from a specific requirement of the Guidelines. The burden of establishing the reasons why a specific requirement of the Design Review Guidelines is not appropriate lies with the Applicant. The Applicant should provide reasonable assurance in the variance request submittal that the overall intent of the Design Review Guidelines will be accomplished with the Modification as proposed. The decision of the variance rests solely with the ACC, and the granting of a variance for one particular situation does not warrant or imply that a variance will be granted for the same situation of another residence. Each variance request will be reviewed on a case by case basis, in keeping with the overall objectives of the Design Review Guidelines.

DESIGN GUIDELINES

The guidelines which follow are intended to provide a framework of design and development standards with which the Property Owner and the ACC can make informed decisions related to residential construction and modifications within Indian Creek Ranch development. They are not intended to be all inclusive, however; proposed new construction and modifications to existing buildings or landscapes not specifically covered by these guidelines will also require review by the ACC.

The ACC is available to help in interpreting the GUIDELINES and offer suggestions about modifications. We urge you to meet with the ACC as early as possible in the design process. It is the best way to understand the design requirements.

These Design Guidelines refer to the authority granted to the ACC. Other restrictions of the use of homesites are explained in the "Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch." These documents contain important information that all property owners at Indian Creek Ranch should read prior to beginning the construction and/or modifications design process.

SITE DESIGN GUIDELINES

(1) Landscape Design

Existing native trees and shrubs may be trimmed and shaped to accent the landscape design. Landscaping must relate to the existing terrain and natural features of the lot. Native plants or trees or varieties which do well in the climatic zone of the site are required.

The amount, quality and size of plant material must conform to the precedent set in the surrounding community. For each new home constructed, the builder shall be required to landscape the lot within 30 days of the completion of the home's construction. Landscape minimums shall include solid sodding in front and side yards, two 3 1/2" caliper trees in the front yard, and appropriate bedding with plants, shrubs, and ground cover in and around the front of the home. Automatic irrigation systems are required to serve the front, side and rear yards.

All mulched landscape beds should be covered with shredded hardwood mulch or chopped pine bark mulch or small nuggets. No landscape gravel is allowed.

Native trees that are established on the lot may only be cleared from a pool or decking footprint area or building addition footprint. No other tree clearing will be allowed unless a diseased or dead tree poses a danger to persons and/or property. Tree clearing limits must be field staked and approved in the field by an ACC representative.

Note: Removal of single trunk trees in excess of 4" in diameter or multi-trunk trees in excess of 6" in total diameter requires prior approval of the ACC. (Industry standard measurement shall apply: trees 6" caliper or smaller shall be measured 6" above natural grade. Trees larger than 6" caliper shall be measured 12" above natural grade.)

The augmentation and replacement of existing plant material which is diseased or suffers frost, drought or sun damage will generally not require ACC approval provided quality and size are maintained and the landscape plan concept is enhanced.

(2) Permanent Fencing

Location/Materials - Permanent fences surrounding a building or any fence between a building and the fronting street are not allowed. Fences shall be of brick, stone or wood. Fences may be treated or stained in a natural wood color. The stain color shall be subject to ACC approval. No fences shall be greater than eight (8) feet in height. Fences that interface or connect into screening walls constructed by the developer shall not be higher than the top of the screening wall. Wood fences that side onto major residential collector streets shall be required to be board on/to board construction with a picket width of four (4) inches.

Fences or screening constructed adjacent to or visible from any school, open space, or park shall be subject to ACC approval.

Tennis Courts/Dog Runs - Chain link fences with black vinyl coating are permissible for tennis courts and dog runs. Dog runs shall be contained within the property line privacy fences and hidden from neighboring views and roads. The location of a tennis court on a lot will require special consideration by the ACC. The ACC will consider impact on neighboring property both visual and environmental in determining suitability. Commercial use of the court, i.e., tennis instruction, is a non-conforming use. No tennis court lighting is allowed.

(3) Mailboxes, Utility Services, Antennae, Etc.

Mailboxes shall be enclosed in a brick housing. Style and design of the housing shall be subject to ACC approval. Landscaping around mailboxes shall be limited to low planting (mature plants less than 24" height). Vines or other plant material which will cover the entire mailbox are not allowed. Driveway reflectors will not be allowed. All services to the home including rewiring for cable TV must be installed underground. Surface mounted mechanical equipment, shall be screened from view and grouped together away from street/public view. Satellite dishes in excess of one meter in diameter require ACC approval. All satellite dishes shall be mounted in as obscure a location as possible where maximum reception can be obtained.

(4) Landscape Features and Furniture

Bird baths, pole mounted bird houses, art pieces, collector items and personal artifacts will require approval. All features, such as fountains, statues and topiaries, must be approved for materials, size and locations and may be best suited inside a walled garden. Landscape furniture must be submitted for review.

(5) Decks, Porches and Exterior Stairs

The design of outside living spaces shall be coordinated and integrated with the design of each home. Decks shall not unduly infringe on the privacy of neighboring homes. Decks should be sensitively sited and incorporate private screening or plantings to increase full and effective use of the deck.

Decks shall be designed to minimize unsightly supporting structure. Landscaping should be incorporated to hide the space between a deck and the ground.

Exterior stairs to upper level deck areas shall be integrated with the structure, be unobtrusive and painted or stained to blend with the house trim or exterior color finish of the home.

(6) Retaining Walls

The construction of retaining walls shall require ACC approval. Railroad or wooden ties are not acceptable for retaining wall construction. Retaining walls shall be limited to 3'-0" in height. Where grade changes call for greater than 3'-0", a series of walls in terraces may be required.

All retaining walls located in front yard areas or visible from the adjoining street or common space shall be faced in brick to match the residence or stone to complement the materials of the home unless otherwise approved by the ACC.

(7) Outbuildings

Outbuildings for the storage of lawn equipment, tools, etc. require ACC approval and will be considered on a case by case basis. All other types of detached structures should also be submitted for review.

Clotheslines are not allowed.

(8) Exterior Lighting

Outdoor lighting shall be functional and enhance the overall appearance of the Residence. Outdoor lighting shall not be obtrusive or glare unduly toward streets, neighboring properties, walkways or housing units. Floodlights without hoods to shield glare are unacceptable. Soffit mounted downlighting and building mounted lighting shall be subtle and use attractive fixtures and enclosures. All outdoor lighting must be reviewed and approved by the ACC. Tree uplights shall be concealed underground or in shrub masses. Colored lights are not permitted. Wattage is limited to 150 W maximum. No barnyard lights or sodium vapor lights (yellow light source) is permitted.

No exterior Christmas lights shall be permitted prior to the last weekend in November or past the January 15 date after Christmas Day.

(9) Swimming Pools and Hot Tubs

Exterior hot tubs must be screened from adjacent properties and streets. All pump filters and equipment for spas must be located where it will not cause a nuisance to neighbors and must be reasonably screened from view. Pools are restricted to the following types of construction: Gunite, Poured Concrete, Fiberglass Shell and Hybrid Fiberglass. No above ground pools or pools with vinyl linings will be allowed.

Pools, pool decking, fencing, related equipment and structures shall all be designed to integrate with the natural topography of the site. Pools shall be located to provide minimal visual impact to surrounding properties and streets.

(10) Utilities, Mechanical and Pool Equipment

All utilities must be installed underground. Surface mounted mechanical equipment, transformers, air conditioners, condensers, compressors, pool equipment, switches, meters, etc., shall be reasonably screened from view, grouped together wherever possible in one area located away from streets, public view and activity. Compressors for central air conditioning units must be sited in a location which will not cause a nuisance to neighbors or impede the use of active areas on the site. A wood fence or masonry wall in conjunction with landscaping is a requirement for satisfactory screening when equipment is located within public view.

Roof mounted air conditioning units are unacceptable.

(11) Trash Containers

Trash collection containers shall not be set out for collection for more than 24 hours, or if so, they must be completely screened and located as inconspicuously as possible, away from public streets and public view. Refuse set out for collection shall not produce offensive odors.

(12) Play Equipment

Play equipment must be located where it will have a minimum visual impact on adjacent properties and streets. Fixed play equipment should be naturally colored wood or metal. Baseball batting cages or large netted areas for sports practice are not permitted.

(13) Gazebos, Arbors

Gazebos, arbors, etc., should be fully detailed. (Site plan, elevation, details, etc.) and submitted for review. Site compatibility will determine approval of modification.

(14) Drainage

If any proposed changes in grade or other existing conditions shall affect the existing drainage patterns, a revised drainage plan shall be required for ACC review. Proper drainage of the home and the lot is paramount to the structural integrity of the foundation of the home. All homes built must address this issue prudently and with the proper amount of attention and detail. The ACC shall not be held responsible for structural failures of any part of the home and hereby gives notice that it is incumbent upon the builder and homeowner to agree, in detail, to all issues of home warranty, repair, and any guarantees of the home.

(15) Flagpoles

All flagpoles shall be appropriate in height, color, location and size and must be installed and maintained in a vertical position. ACC approval is required prior to installation. Flagpoles shall be of black, bronze or dark color.

ARCHITECTURAL DESIGN GUIDELINES

The guidelines which follow address a broad range of exterior building and site conditions. They are not intended to be all inclusive but rather a guide by which a high quality community can be planned, designed, built and maintained.

Note: All proposed new construction and modifications to existing buildings or landscapes must be submitted, reviewed and approved by the ACC before any construction begins.

(1) Materials and Colors

All materials and exterior color selections will require ACC approval. House extensions/additions shall match existing structure in materials/color selection.

Inappropriate use of materials and colors will not be allowed. Examples of such inappropriate materials are concrete flowers, plastic or simulated brick materials, plastic or particleboard siding materials or simulated stone. The ACC has deemed the use of the following materials for predominant exterior finishes as incompatible with the design objectives for Indian Creek Ranch:

- * Sheet Metal Siding
- *Painted Concrete
- *Minored Glass
- *Ceramic Tile
- *Noticeably Multi-Colored Masonry
- *Brightly Colored Masonry
- * Speckled or Glazed Brick
- *Clear or Gold Anodized Aluminum
- *Artificial Stone
- *Ferro-Cement Siding
- *Exposed Cinder Block
- *Concrete brick or any brick with surface applied,
non-integral, color
- *Vinyl siding

(2) House, Body and Trim

Primary colors for siding, stucco and trim must conform with and match the primary colors of the existing structure. Stucco or synthetic stucco must be painted or integrally colored. Colors for windows, doors, louvers, gutters, and downspouts must be compatible with primary and trim colors.

(3) Roof

The primary roof material, color and texture of any proposed extension must complement or match the balance of the colors and materials selected for the house. Roof pitches shall be maintained for continuity of expression. Sheet metal and PUC work such as roof caps, flashings and plumbing vents must be placed on the rear slopes of roofs and painted to match the roof color. Shingle colors and weight on all new homes constructed shall require ACC approval.

(4) Chimneys

Chimneys framed to receive prefabricated fireplaces and flues must not appear cantilevered from the unit. They must be continuous to finished grade. Chimney caps must be fabricated metal painted an approved color.

(5) Decks

Approved deck materials are cedar, redwood and pressure treated pine. Pressure treated pine must be stained with approved colors. Vertical supports for wood decks must be a minimum of 6"x6" wood post. Metal columns must be boxed in wood.

(6) Found Walls

Exposed concrete block or poured concrete foundations and site retaining walls must be faced with brick, stone or stucco to complement the house materials. A maximum of 16" of exposed foundation is allowable of screened view with appropriate landscape plantings.

(7) Windows and Doors

New windows and doors shall match the type used in the existing house and be located in a manner which will relate well with existing openings.

(8) Repainting

Repainting and/or staining to match original colors need not be submitted. All changes of exterior color will require ACC approval.

(9) Sun Control Devices

Sun control devices must be compatible with the architectural character of the house, in terms of color, style and materials. Awnings shall be of simple design with no scallops, fringes or contrasting colored stitches. Solid colors shall be used rather than decorative patterns. Pipe frames shall be painted to match the house trim.

(10) Design Assistance

The ACC highly recommends that each property owner retain the services of a qualified professional to assist in the design of complex or extensive modifications to the house or site. The knowledgeable professional has a familiarity with design, materials and construction which can enhance the marketability and efficiency of the modification.

MISCELLANEOUS

ENFORCEMENT

The provisions for enforcement of the Declaration of Covenants, Conditions and Restrictions, Article IV, Section 7, shall apply to the enforcement of these Design Guidelines in addition to any other available remedies.

WAIVER, AMENDMENT AND THIRD PARTY BENEFIT

The ACC maintains the right from time to time, at its sole discretion, to waive, amend or modify these Procedures and Guidelines. Neither the ACC nor its agents, representatives or employees shall be liable for failure to follow these Procedures and the Guidelines as herein defined. These Procedures and Guidelines confer no third party benefit or rights upon any entity, Person or Builder.

NON-LIABILITY OF THE ACC

Neither the ACC nor its respective members, Secretary, successors, assigns, agents, representatives, employees or attorneys shall be liable for damages or otherwise to anyone submitting plans to it for approval, or to any Builder by reason of mistake in judgment, negligence or non-feasance, arising out of any action of the ACC with respect to any submission, or for failure to follow these Procedures or Guidelines. The role of the ACC is directed toward review and approval of site planning, appearance, architectural vocabulary and aesthetics. The ACC assumes no responsibility with regard to design or construction, including, without limitation, the civil, structural, mechanical, plumbing or electrical design, methods of construction, or technical suitability of materials.

ACCURACY OF INFORMATION

Any person submitting plans to the ACC shall be responsible for verification and accuracy of all components of such submission, including, without limitation, all site dimensions, grades, elevations, utility locations and other pertinent features of the site or plans.

APPLICANT REPRESENTATION

The property owner/Applicant represents by the act of entering into the review process with the ACC that all representatives of Applicant, including, but not limited to, Applicant's architect, engineer, builders, subcontractors, and their agents and employees, shall be made aware by the Applicant of all applicable requirements of the ACC and shall abide by these Procedures, the Guidelines and the Declaration with respect to approval of development plans and specifications.

CONFLICTS WITH THE DECLARATTON OF COVENANTS CONDITIONS AND RESTRICTIONS

In the event of a conflict between these Guidelines and the terms of the Declaration the latter shall prevail.

INDIAN CREEK RANCH HOMEOWNERS ASSOCIATION-USE RESTRICTION

The Board of Directors of the Indian Creek/Carrollton Homeowners Association, Inc., may from time to time promulgate use restrictions governing the use of lots and Association common area. The property owner should review any such use restrictions to ensure that lot improvements are in compliance with such use restrictions.

REGULATORY COMPLIANCE

Plans submitted for ACC review must comply with all applicable building codes, zoning regulations and the requirements of all agencies having jurisdiction over the building project. It is the responsibility of the Applicant to obtain all necessary permits and ensure all governmental compliance. Regulatory approvals do not preclude the authority and responsibility of the ACC for design review and approval by the ACC does not preclude the applicant from obtaining any necessary governmental approvals.

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2015-63662
Recorded As : ERX-MISC GENERAL FEE

Recorded On: June 11, 2015
Recorded At: 10:00:32 am
Number of Pages: 11

Recording Fee: \$66.00

Parties:

Direct- INDIAN CREEK CARROLLTON HOA
Indirect-

Receipt Number: 1299442
Processed By: Carmen Robinson

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON]

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk
Denton County, Texas

CERTIFICATION

I, the undersigned, pursuant to Texas Property Code §202.006 do hereby certify:

That I am the duly elected and acting Secretary of the Indian Creek/Carrollton Homeowners Association, Inc., (hereinafter the "Association") a Texas corporation;

That the attached documents are documents that apply to the operation and utilization of property within Indian Creek Ranch, a subdivision in Denton County, Texas.

That the property affected by these documents is set out on the attached Exhibit "A".

That the documents which affect the use and operation of Indian Creek Ranch are set out on the attached Exhibit "B".

That the attached documents are true and correct copies of the originals.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 5th day of June, 2015

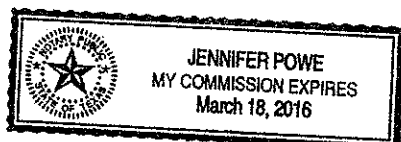
INDIAN CREEK/CARROLLTON
HOMEOWNERS ASSOCIATION, INC.

Marvin Reader
Print Name: Marvin Reader
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME the undersigned authority, on this day personally appeared Marvin Reader, the Secretary of the Indian Creek/Carrollton Homeowners Association, Inc., known to me to be the person whose name is subscribed hereinabove and, being by me first duly sworn, declared that s/he is the person who signed the foregoing document in her/his representative capacity, and that the statements therein contained are true and correct.

Given under my hand and seal of office this the 5th day of June, 2015.



Jennifer Powe
Notary Public – State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

Indian Creek Ranch, a subdivision located in Denton County, Texas, initially restricted by the Declaration of Covenants, Conditions, and Restrictions for Indian Creek Ranch, recorded under Denton County Clerk's File No. R4-R0065513, as same has been or may be amended from time to time ("Declaration") and any other property which has been, or may be subsequently annexed thereto and made subject to the authority of Indian Creek/Carrollton Homeowners Association, Inc.

EXHIBIT "B"

1. Adopted Guidelines and Standards for Open Air and/or Screened Structures
2. Adopted Guidelines for Standards for Drought-Resistant Landscaping and Water-Conserving Natural Turf (Xeriscape)

After recording return to:

Sipra S. Boyd
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th flr.
Houston, Texas 77056



INDIAN CREEK RANCH

Indian Creek/Carrollton Homeowners Association, Inc. Architectural Control Committee

ADOPTED GUIDELINES AND STANDARDS FOR OPEN AIR AND/OR SCREENED STRUCTURES

Revision 07/17/2013

1 Modification Approval Required

This document presents guidelines and standards for a particular activity or type of external modification, as defined within the Covenants of the HOA, which require Members to obtain Architectural Control Committee (ACC) approval prior to commencement of the activity or modification.

All modifications bound by the Covenants of the HOA, including those outlined in this document, must be applied for, and approved by the ACC. The compliance with, or the following of, this and/or other guidelines and standards does not release the Member from the application and approval process.

Application and approval is obtained by submission of "Modification Request Forms", together with all required plans, specifications and supporting documentation to the ACC. The ACC will then review the application and issue a written decision in a timely manner as required by the Covenants.

2 Incomplete Application

Failure to initially submit all required documentation, specifications, and material lists with the Modification Request Form will delay the review of the application by the ACC pending receipt of the necessary items and may ultimately result in the disapproval of the application.

3 Penalties and Remedies

Failure to follow the approval process may result in any of the remedies as set forth in "Nonconforming Improvements" Article IV Section 7 of the Covenants.

4 Permits May Be Required

Plans submitted for ACC review must comply with all applicable building codes, zoning regulations and the requirements of all agencies having jurisdiction over the project. It is the responsibility of the Member to determine if applicable and to obtain all necessary permits and inspections and to ensure all governmental compliance. Approval by the ACC does not relinquish the Members responsibility and the ACC does not provide advice concerning these matters.

5 Definitions Referenced In This Document.

- (a) Covenants: The Declaration of Covenants, Conditions and Restrictions as recorded in the Deed Records of Denton County, Texas, at Clerk's File No. 94-R0065513 and any and all subsequent revisions, amendments or other changes thereto similarly filed in the Denton County Deed Records.
- (b) HOA: Indian Creek/Carrollton Homeowners Association, Inc.
- (c) ACC: Architectural Control Committee as defined in the Covenants of the HOA.
- (d) Member: Any HOA Class A or B member as set forth in the Covenants of the HOA.
- (e) Modification Request Form: The "Indian Creek Architectural Control Modification Request Form."

6 Purpose

The guidelines and standards which follow are intended to provide a framework of design and development standards with which the Member and the ACC can make informed decisions related to residential construction and modifications within Indian Creek Ranch development. By employing the use of these guidelines and standards, modification requests will be handled in a more uniform fashion by the ACC.

Members of the HOA should use these and other adopted guidelines and standards to understand what type of modifications are allowed and use them accordingly in their plans for modification requests.

7 Exceptions and Variances

The guidelines and standards set forth within this document represent the adopted, reasonable standards for the ACC for the type of activity or modification covered. However, a Member may apply for a variance from a specific guideline or standard, but the burden of establishing the reasons why a specific requirement is not appropriate lies with the Member. Members who request property modifications that do not comply with the standard must state explicitly in the "Modification Request Form" what proposed modification(s) would not be in compliance and must include a detailed explanation as to why the Member cannot comply with the stated guidelines and why an exception or variance should be granted.

8 Scope

This Guideline covers open air and/or screened structures. All such structures must be approved by the ACC via the "Modification Request Form" prior to any work being started. The types of structures include, but are not limited to, any structure designed to cover an area which has one or more sides that are partially or fully open to the elements. Examples of such structures are: pool side cabanas, outdoor kitchens or barbeque\grilling areas, covered picnic or eating areas, partially or fully screened or open seating areas and gazebos.

9 Guidelines and Standards

- (a) Prior written approval from the ACC must be obtained before commencement of construction. The Modification Request Form must be submitted with full detail and dimensioned plans. The plans must include a Front Elevation view, Side Elevation view, Plan view showing location of structure along with location of existing house and property boundary (survey). The form must specify materials and colors for all aspects of the structure.

- (b) The structure must be constructed of wood, stone, brick, or other material approved by the ACC and deemed by the ACC to match or complement the existing house. Aluminum or metal skins of any type are not acceptable.
- (c) All structures must reside within the fenced-in back yard area where the structure will have a minimal visual impact on adjacent properties and streets.
- (d) The height of any structure shall not be greater than two (2) feet higher than the existing fence, but in no case higher than twelve (12) feet measured at roof's highest point.
- (e) If the roof of the structure is solid, then the roof must be shingled using composite shingles to match the color of the existing house (i.e. you can't have grey/black shingles on your home but have tan/brown shingles on the structure). Metal, aluminum, tin, translucent or clear material, fiberglass, plastic, resin or polymer based materials, cloth, fabric and other woven material roofs are prohibited.
- (f) If the roof is a shade structure or open-air type roof then the roof may be constructed of nominal sized 2" x 2" material of wood or aluminum. It must be painted, stained or colored to match the remaining structure. The use of flat, lattice type material less than one inch (1") thickness is prohibited.
- (g) All structures are to be of a permanent nature and be securely attached to a foundation or to concrete piers of suitable depth and size.
- (h) All structures are to be maintained in good condition.
- (i) If lighting of any type is to be included within or around the structure, the Modification Request Form must include a detailed lighting plan showing all locations, spacing, light type, wattage and sizes. Lighting must comply with all previously issued guidelines and standards regarding exterior lighting. All exterior lights must have a hood or shield and be pointed downwards so that when in use the light does not infringe on the enjoyment and use of property of neighboring homes.
- (j) Prefabricated structures with metal or aluminum skin or fabric roofs such as those available from big box stores (e.g. CostCo, Sam's Club, Home Depot and Lowes, etc.), are incompatible with the design objectives for Indian Creek Ranch and do not meet the guidelines and standards and therefore are prohibited.



INDIAN CREEK RANCH

Indian Creek/Carrollton Homeowners Association, Inc. Architectural Control Committee

ADOPTED GUIDELINES AND STANDARDS FOR

DROUGHT-RESISTANT LANDSCAPING AND WATER-CONSERVING NATURAL TURF (XERISCAPE)

Revision 05/15/2014

These Guidelines and Standards are implemented to address recent Texas Laws modifying Section 202.007 of the Texas Property Code.

1 Modification Approval Required

This document presents guidelines and standards for a particular activity or type of external modification, as defined within the Covenants of the HOA, which require Members to obtain Architectural Control Committee (ACC) approval prior to commencement of the activity or modification.

All modifications bound by the Covenants of the HOA, including those outlined in this document, must be applied for, and approved by the ACC. The compliance with, or the following of, this and/or other guidelines and standards does not release the Member from the application and approval process.

Application and approval is obtained by submission of "Modification Request Forms", together with all required plans, specifications and supporting documentation to the ACC. The ACC will then review the application and issue a written decision in a timely manner as required by the Covenants.

2 Incomplete Application

Failure to initially submit all required documentation, specifications, and material lists with the Modification Request Form will delay the review of the application by the ACC pending receipt of the necessary items and may ultimately result in the disapproval of the application.

3 Penalties and Remedies

Failure to follow the approval process may result in any of the remedies as set forth in "Nonconforming Improvements" Article IV Section 7 of the Covenants.

4 Permits May Be Required

Plans submitted for ACC review must comply with all applicable building codes, zoning regulations and the requirements of all agencies having jurisdiction over the project. It is the responsibility of the Member to determine if applicable and to obtain all necessary permits and inspections and to ensure all governmental compliance. Approval by the ACC does not relinquish the Members responsibility and the ACC does not provide advice concerning these matters.

5 Definitions Referenced In This Document.

- (a) Covenants: The Declaration of Covenants, Conditions and Restrictions as recorded in the Deed Records of Denton County, Texas, at Clerk's File No. 94-R0065513 and any and all subsequent revisions, amendments or other changes thereto similarly filed in the Denton County Deed Records.
- (b) HOA: Indian Creek/Carrollton Homeowners Association, Inc.
- (c) ACC: Architectural Control Committee as defined in the Covenants of the HOA.
- (d) Member: Any HOA Class A or B member as set forth in the Covenants of the HOA.
- (e) Modification Request Form: The "Indian Creek Architectural Control Modification Request Form."

6 Purpose

The guidelines and standards which follow are intended to provide a framework of design and development standards with which the Member and the ACC can make informed decisions related to residential construction and modifications within Indian Creek Ranch development. By employing the use of these guidelines and standards, modification requests will be handled in a more uniform fashion by the ACC.

Members of the HOA should use these and other adopted guidelines and standards to understand what type of modifications are allowed and use them accordingly in their plans for modification requests.

7 Exceptions and Variances

The guidelines and standards set forth within this document represent the adopted, reasonable standards for the ACC for the type of activity or modification covered. However, a Member may apply for a variance from a specific guideline or standard, but the burden of establishing the reasons why a specific requirement is not appropriate lies with the Member. Members who request property modifications that do not comply with the standard must state explicitly in the "Modification Request Form" what proposed modification(s) would not be in compliance and must include a detailed explanation as to why the Member cannot comply with the stated guidelines and why an exception or variance should be granted.

8 Scope

These Guidelines and Standards are implemented to address recent Texas Laws modifying Section 202.007 of the Texas Property Code.

Drought-resistant landscaping (Xeriscaping) means using native and adaptive plants that can grow and sustain themselves with low water requirements and tolerate heat and drought conditions. Xeriscaping does not mean zero water and zero maintenance. The ACC will allow, subject to compliance with these rules, the use of drought-resistant landscaping and water conserving natural turf.

9 Guidelines and Standards

- (a) Prior to initiating any change in the visible landscape, the homeowners must submit plans and specifications detailing the proposed installation. The request must include a to-scale design plan, as well as details on the types of plants, the ground covers (including color and materials), the bordering material(s), the hardscape materials (including color), setbacks, irrigation system, and dimensions. (dimensions of beds, approximate size of plants, size of any rocks, and other such details.)
- (b) It is recommended but not required that plans be drawn by a licensed landscape architect to increase the chance of approval of plans without changes being required. The committee may request additional information or changes to the plans before final approval.
- (c) Installation of any proposed drought-resistant landscaping and water conserving natural turf landscape may not begin until the committee has approved the request.

10 Design requirements

- (a) Color and texture of the planted areas and inert areas are an important design aspect. Color and texture should be seen to flow neatly from one area of the yard to another. Extensive areas of "desert" or "barren" appearance must be avoided in order to preserve the aesthetic compatibility with the neighborhood.
- (b) Large areas may not be composed of a single material; for example any areas of bare mulch must be interspersed with plants.
- (c) Water features, urns, and other man-made ornamentation (yard art), if to be included in the overall xeriscape plan, require separate ACC approval and must be submitted on a separate Modification Request Form.
- (d) The xeriscape landscaping may not alter drainage patterns on a Lot, and owners must ensure that no crushed granite or other such runoff runs into a neighboring Lot or the street.
- (e) Soils in xeriscape areas should either be altered to fit the plants, or plants selected to fit the soil.
- (f) Efficient irrigations systems must be planned. Irrigation for xeriscapes zones must be different than for turf zones.
- (g) Owners should select plants and zones in accordance with the amount of light, wind and moisture in the particular yard area.
- (h) Mulches, both organic (e.g. bark chips) and inorganic (e.g. crushed rock) must be applied at least 3" deep and maintained at all times at least 2" deep.

11 Turf Grass

- (a) At least 70% of the visible lawn area of the Lot must contain some form of sodded grass. The exact requirement of the turf may vary from property to property and is dependent on the specific plan submitted.
- (b) Homeowners should consider replacing any "thirsty" turf grasses in place such as St. Augustine with turf that has lower water requirements.

12 Artificial turf

- (a) Artificial Turf is prohibited in any area between the front of the house to the street.
- (b) Artificial turf in other areas of a lot may be granted or denied depending on the overall plan submitted by the Member and depending on the Lot location and visibility from public areas.

13 Plants

It is recommended to use plants adapted to the pH soil conditions created by the non-turf materials used. i.e., don't use acid loving plants along with alkaline crushed limestone covering, whereas acid loving plants would do well with a ground hardwood mulch covering and native plants would do well with limestone or crushed granite. Sickly and dying plants must be promptly removed or replaced.

14 Hardscapes, rock, gravel, cactus

Depending on the overall plan and subject to the turf grass requirements above, the ACC may prohibit or limit:

- (a) the size and number of hardscape items including boulders;
- (b) the installation of rock ground cover (including gravel, and crushed stone); and
- (c) the installation of cacti.

15 Borders

Non-turf planted areas must be bordered with an approved bordering material to define the xeriscaped area clearly from the turf grass areas. Such areas must be kept maintained at all times (plants trimmed and thinned, planted areas weeded, and borders edged) to ensure an attractive appearance. No plants may encroach onto sidewalks, curbs, or streets.

16 Safety

No plant with thorns, spines, or sharp edges may be used within 6' of the sidewalk or street.

17 Maintenance

- (a) Xeric landscapes are subject to the same requirements as other landscaping and must be maintained at all times to ensure an attractive appearance.
- (b) Xeriscape designs are not intended to be "zero maintenance"; in fact they often require more effort than turf throughout the year.
- (c) Plants must be trimmed, beds must be kept weed-free and borders must be edged. Leaves and other debris must be removed on a regular basis so as to maintain a neat and attractive appearance.
- (d) Perennials which die back during winter must be cut back to remove dead materials during winter. This includes most ornamental grasses and other flowering perennials which go dormant to the ground in winter.

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR
INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE** (this "Notice")
is made this 1st day of December, 2011, by Indian Creek/Carrollton
Homeowners Association, Inc. (the "Association").

W I T N E S S E T H:

WHEREAS, Indian Creek Residential, L.P., a Texas limited partnership, and/or Indian Creek Land, L.P., a Texas limited partnership, hereinafter called Declarant ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions, for Indian Creek/Carrollton Homeowners Association, Inc. on or about January 21, 1985, in Book 2054, Page 101 *et seq.* of the Real Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, the Association desires to record the dedicatory instruments attached as Exhibit "A" in the Real Property Records of Denton County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as ***Exhibit "A"*** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice of Filing of Dedicatory Instruments for Indian Creek/Carrollton Homeowners Association, Inc. to be executed by its duly authorized agent as of the date first above written.

INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

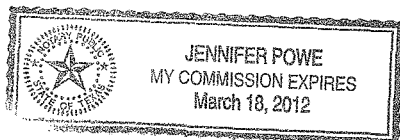
By: Pat Clark
Its: Managing Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Pat Clark, Managing Agent BEFORE ME, the undersigned authority, on this day personally appeared of Indian Creek/Carrollton Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 1st day of December, 2011.



Jennifer Powe
Notary Public, State of Texas
03-18-2012
My Commission Expires

Exhibit "A"

Dedicatory Instruments

- A-1 Document Retention Policy
- A-2 Document Inspection and Copying Policy
- A-3 Alternative Payment Plan Policy
- A-4 Solar Energy Device Guidelines
- A-5 Rainwater Collection Device Guidelines
- A-6 Roofing Materials Guidelines
- A-7 Flag Display Guidelines
- A-8 Religious Item Display Guidelines

THIS STAMP IS FOR SCANNING
PURPOSES ONLY.

THIS STAMP IS FOR SCANNING
PURPOSES ONLY.

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DENTON

§

§

Guidelines for Rainwater Recovery Systems

WHEREAS, the **Indian Creek/Carrollton Homeowners Association, Inc.** ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following ***Guidelines for Rainwater Recovery Systems*** within the community.

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - 3.1. placement behind a solid fence, a structure or vegetation; or
 - 3.2. by burying the tanks or barrels; or
 - 3.3. by placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.

4. A rain barrel may be placed in a location visible from public view (if Approved by ACC) from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - 4.1. the barrel must not exceed 55 gallons; and
 - 4.2. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - 4.3. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - 4.4. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Control Committee approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for rainwater recovery systems, which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Guidelines for Solar Energy Devices

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following ***Guidelines for Solar Energy Devices*** within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - 4.1. on the roof of the main residential dwelling; or
 - 4.2. on the roof of any other approved structure; or
 - 4.3. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - 5.1. have no portion of the Device higher than the roof section to which it is attached; and
 - 5.2. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - 5.3. conform to the slope of the roof; and
 - 5.4. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - 5.5. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles commonly available in the marketplace; and
 - 5.6. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).

6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence, which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner, which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
 - 8.1. threaten public health or safety; or
 - 8.2. violate any law; or
 - 8.3. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for solar energy devices, which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Guidelines for Display of Flags

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following ***Guidelines for Display of Flags*** within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Control Committee is required for any freestanding flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a freestanding pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved freestanding flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle between 30 to 90 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets, which accommodate multiple flagpoles, are not allowed.

10. Freestanding flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Freestanding flagpoles must be permanently installed in the ground according to manufacturer's instructions. One freestanding flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street or one freestanding flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 1.1. be ground mounted in the vicinity of the flag; and
 - 1.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 1.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - 1.4. provide illumination not to exceed the equivalent of a 100 watt incandescent bulb unless otherwise approved by the Association in writing.
13. Flagpoles must not generate unreasonable noise levels, which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for display of flags, which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Guidelines for Roofing Materials

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following ***Guidelines for Roofing Materials*** within the community.

1. Before any change/installation/addition of roof shingles **must** be submitted to the Association and receive written approval (even if the roof shingles meet all of the requirements included in these Guidelines).
2. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Control Committee. Wood shingles are specifically prohibited for safety reasons.
3. Roof shingles must be an approved color. Incorporated with these guidelines are approved shingle colors (see attached page). Other Colors may be approved by the ACC. Blue, green, red and white colors are not ever allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Control Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - 7.1. be wind and hail resistant; or
 - 7.2. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - 7.3. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:
 - 8.1. resemble the shingles used or authorized to be used on other structures within the Association; and
 - 8.2. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
 - 8.3. match the aesthetics of properties surrounding the owner's property

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for roofing materials, which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved Shingle Colors

(other shingles may be approved by the Association with the exception of blue, green, red and white)

Manufactured by GAF/ELK

- Ultra HD – Weathered Wood, Charcoal, Slate, Pewter Gray, Barkwood
- HD – Weathered Wood, Charcoal, Slate, Pewter Gray, Barkwood, Mission Brown
- Natural Shadow – Weathered Wood, Charcoal, Slate, Barkwood
- 3-Tab Royal Sovereign – Weathered Gray, Charcoal, Slate, Ash Brown
- Prestique 40-year HD – Weathered Wood, Charcoal, Barkwood
- Cool Series – Cool Weathered Wood, Cool Barkwood
- Armour Shield – Weathered Wood, Charcoal, Slate, Barkwood

Manufactured by TAMKO

- Heritage Vintage – Weathered Wood, Charcoal, Fossil Grey, Chestnut
- Premium Classic – Weathered Wood, Rustic Black, Oxford Grey
- Premium Natural – Natural Timber, Black Walnut, Thunderstorm Grey
- Heritage Classic – Weathered Wood, Rustic Black, Oxford Grey
- Heritage Natural – Natural Timber, Black Walnut, Thunderstorm Grey

Manufactured by PINNACLE

- Pristine – Weathered, Weathered Shadow, Black, Hearthstone, Heather
- Designer Architectural – Weathered Wood, Pewter, Black Shadow, Hearthstone Gray, Heatherblend
- GlassMaster – Weathered Wood, Pewter, Black Shadow, Hearthstone Gray, Heatherblend

Manufactured by CERTAINTEED

- Designer-Landmark – Weathered Wood, Moire Black, Colonial Slate, Heatherblend, Mission Brown
- Traditional-XT 30-year IR – Weathered Wood, Moire Black, Colonial Slate
- Traditional-XT 25-year – Weathered Wood, Moire Black, Colonial Slate, Heatherblend
- Traditional-CT 20-year – Weathered Wood, Moire Black, Colonial Slate, Heatherblend
- Premium Designer-Landmark Premium – Max Def Weathered Wood, Max Def Moire Black, Max Def, Georgetown Gray, Max Def Heatherblend

Manufactured by MALARKEY

- DuraSeal 20-year – Weathered Wood, Midnight Black, Oxford Gray
- DuraSeal 25-year – Weathered Wood, Midnight Black, Oxford Gray, Black Oak, Natural Wood, Storm Gray
- Hurricane AB 35-year – Weathered Wood, Midnight Black, Oxford Gray, Black Oak, Natural Wood, Storm Gray
- Alaska 35-year – DuraSeal 25-year – Weathered Wood, Midnight Black, Oxford Gray, Black Oak, Natural Wood, Storm Gray

OWENS CORNING

- Woodmoor – Autumn Maple, Carbon, Chestnut, Granite, Juniper, Mesquite, Sycamore, Timber
- Woodcrest – Autumn Maple, Carbon, Chestnut, Granite, Juniper, Mesquite, Sycamore, Timber
- Weatherguard HP – Brownwood, Driftwood, Estate Gray, Onyx Black
- Duration Premium – Merlot, Storm Cloud, Summer Harvest, Brownood, Colonial Slate, Driftwood, Estate Gray, Onyx Black, Teak
- Duration – Merlot, Storm Cloud, Summer Harvest, Brownood, Colonial Slate, Driftwood, Estate Gray, Onyx Black, Teak

Guidelines for Display of Certain Religious Items

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following ***Guidelines for Display of Certain Religious Items*** within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - 4.1. threaten public health or safety; or
 - 4.2. violate any law; or
 - 4.3. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for certain religious items, which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Records Production and Copying Policy

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following ***Records Production and Copying Policy*** ("this Policy"):

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following ***Records Production and Copying Policy*** ("this Policy"):

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - 2.1 be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - 2.2 contain sufficient detail to identify the specific Records being requested; and
 - 2.3 indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If to be forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - 3.1 the requested Records, if copies were requested and any required advance payment has been made; or
 - 3.2 if inspection only was requested, a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

- 3.3 if copies were requested, a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and estimating or stating the cost thereof; or
 - 3.4 if copies were requested, a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - 3.5 if copies were requested, a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of such written notice to the owner and payment of the cost to produce the records is made and stating the cost thereof.
4. Subject to the last sentence of this Section 4, the following Association Records are not available for inspection by owners or their proxies:
- 4.1 the financial records associated with an individual owner; and
 - 4.2 deed restriction violation details for an individual owner; and
 - 4.3 personal information, including contact information other than an address for an individual owner; and
attorney files and records in the possession of the attorney except as otherwise provided in Section 209.005; and
 - 4.4 attorney-client privileged information in the possession of the Association.
- The information described in 4.1, 4.2 and 4.3 above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection or pursuant to a court order.
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. The Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection and a request therefor complying with this Policy or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below and in advance, either pursuant to notice of actual costs or, if required prior to copying, an estimate thereof provided by the Association, and in the case of an estimate, any deficiency or surplus with respect to the difference between the estimate and the actual costs shall be paid by the appropriate party to the other not later than the 30th business day after the final notice is sent to the owner:

- 7.1 black and white 8½"x11" single sided copies ... \$0.10 each
- 7.2 black and white 8½"x11" double sided copies ... \$0.20 each
- 7.3 color 8½"x11" single sided copies ... \$0.50 each
- 7.4 color 8½"x11" double sided copies ... \$1.00 each
- 7.5 PDF images of documents ... \$0.10 per page
- 7.6 compact disk ... \$1.00 each
- 7.7 labor and overhead ... \$18.00 per hour
- 7.8 mailing supplies ... \$1.00 per mailing
- 7.9 postage ... at cost
- 7.10 other supplies ... at cost
- 7.11 third party fees ... at cost

Notwithstanding anything in this Section 7 in conflict or to the contrary (i) any costs not specified above shall be equal to and charged as described in I TAC § 70.3 (Cost of Copies of Public Information), and (ii) no charges shall exceed the amounts specified for such items in I TAC § 70.3.

- 8. Any costs associated with a Records delivery request must be paid by the owner or their proxy in advance of delivery. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy and such amounts shall be treated in same manner as an assessment under the Declarations.
- 9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will be treated in the same manner as an assessment under the Declarations and accrue interest as an assessment as allowed under the Declarations.
- 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4, but any such waiver of fees must be in writing.
- 1. 11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Denton County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Document Retention Policy

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following ***Document Retention Policy***.

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following ***Document Retention Policy***.

1. Association Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - 2.1 certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - 2.2 financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - 2.3 account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section 2.4 below); and
 - 2.4 account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - 2.5 contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - 2.6 minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
 - 2.7 tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and

- 2.8 decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Document Retention Policy is effective upon recordation in the Public Records of Denton County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Payment Plan Policy

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments; and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for such payment plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following **Payment Plan Policy**.

1. Subject to Section 11 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a payment plan which complies in all respects with this Payment Plan Policy (a "Payment Plan").
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan at the rate of 10% per annum. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing and on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - 4.1 receipt of a fully completed and signed Payment Plan form; and
 - 4.2 receipt of the first payment under the plan; and
 - 4.3 acceptance of the plan by the Association as compliant with this Payment Plan Policy evidenced by execution on behalf of the Association.
5. A Payment Plan shall be no less than three (3) months and no more than twelve (12) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - 5.1 Total balance up to 2 times annual assessment ... 3 months
 - 5.2 Total balance greater than 2 times annual assessment ... up to 12 months
6. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
7. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date as, a portion of the Payment Plan in addition to the other payments specified in the Payment Plan.
8. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It will constitute a default of the Payment Plan, if the owner:
 - 8.1 misses a payment due in a calendar month; or
 - 8.2 makes a payment for less than the agreed upon amount; or
 - 8.3 fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default if the owner makes up the missed or short payment on the immediate next calendar month payment prior to being notified that the Payment Plan has been voided due to default. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

9. On a case-by-case basis, the Association may, but has no obligation, to agree to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
10. If a Payment Plan is voided, the full amount due by the owner shall immediately become due without further notice. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
11. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Denton County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 15th day of December, 2011.

Indian Creek/Carrollton Homeowners Association, Inc.

Frank Schmaeling
-----, President
Board of Directors

STATE OF TEXAS

COUNTY OF DENTON

Before me, the undersigned authority, on this day personally appeared Frank Schmaeling President, Board of Directors of **Indian Creek/Carrollton Homeowners Association, Inc.**, a Texas nonprofit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 15th day of December, 2011.

[Notarial Seal]



Jennifer Powe
Notary Public, State of Texas

Jennifer Powe
Printed Name

My commission expires: 03-18-2012



70 2012 00019581

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2012-19581

Recorded On: February 27, 2012

As
Notice

Parties: INDIAN CREEK/CARROLLTON HOA

To

Billable Pages: 22

Number of Pages: 22

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Notice	100.00
Total Recording:	100.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2012-19581

Receipt Number: 877132

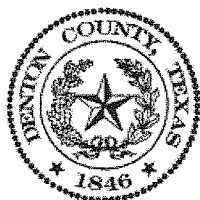
Recorded Date/Time: February 27, 2012 04:33:45P

User / Station: S Parr - Cash Station 3

INDIAN CREEK HOA

PO BOX 914469

PLANO TX 75094



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2009-140179

Recorded As : ERX-MISC GENERAL FEE

Recorded On: December 08, 2009

Recorded At: 08:05:00 am

Number of Pages: 8

Recording Fee: \$39.00

Parties:

Direct- INDIAN CREEK RANCH/CARROLLTON HOA
Indirect-

Receipt Number: 642179

Processed By: Carmen Robinson

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS]
COUNTY OF DENTON]

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

INDIAN CREEK RANCH COLLECTION POLICY

The property encumbered by this Collection Policy (the "Policy") is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch recorded under Denton County Clerk's File No. 94-R0065513, as same may have been or may be amended from time to time (referred to hereinafter as the "Declaration"), and any other subdivisions which have been, or may be subsequently annexed thereto and made subject to the authority of the Indian Creek/Carrollton Homeowners Association, Inc. (the "Association"). All capitalized terms are defined as set out in the Declaration unless otherwise noted herein.

Pursuant to the authority contained in the Bylaws of the Association, the Board of Directors (the "Board") of the Association, in an effort to provide Owners with a better understanding of the process of assessment collection, has duly adopted this Policy. Please review the Policy to become familiar with the type of actions that may be taken.

ARTICLE I: THE COLLECTION POLICY

1. NOTICE

A. Annual Assessment

Per the terms of the Declaration, the authority to set, determine, assess, and collect the annual assessment ("Annual Assessment"), and the authority to exercise remedies for the nonpayment thereof, is delegated and assigned to the Association.

B. Special Assessment

The Association may levy a special assessment when the Annual Assessment assessed for any period is insufficient to provide for the continued operation and maintenance of the subdivision or any other purposes contemplated by the Declaration. Any special assessment levied by the Association must be approved by two-thirds of the total eligible votes of each class of voting members voting, in person or by a proxy, at the meeting of the Members called for that purpose at which a quorum is present.

C. Special Individual Assessment

The Board may levy special individual assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Properties or Common Areas and improvements thereto occasioned by the willful or negligent acts of such Owner or Owners and not ordinary wear and tear; (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners, and/or costs and expenses incurred by the Association, relative to such Owner's failure to comply with the terms and provisions for the Declaration, the bylaws or any rules and regulations; or (iii) the payment of, or reimbursement to the Association, of any and all costs and expenses incurred by the Association in accordance with the provisions of the Declaration. Any special individual

assessment levied by the Association shall be paid by the Owner or Owners directly to the Association.

D. Working Capital Contribution

At the time of closing of the sale of a newly constructed home, the purchaser shall be assessed a "working capital contribution" in the amount of Two Hundred Dollars (\$200.00), which shall be payable to the Association. Vacant Lots or Lots with newly constructed but unsold homes shall be assessed a flat rate of Twenty-Five Dollars (\$25.00) per annum until the closing of the sale of the home.

E. Transfer Fee

The Association may charge the purchaser of a Lot a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lot in the subdivision and changing the ownership records of the Association (the "Transfer Fee"). The Transfer Fee shall be paid to the Association or the managing agent of the Association.

2. DUE DATE

A. Annual Assessment

The Annual Assessment shall be due and payable as set out in the Declaration.

B. Special Assessment

Any Special Assessment shall be payable in the manner determined by the Board.

C. Special Individual Assessment

Any Special Individual Assessment shall be payable in the manner determined by the Board.

D. Working Capital Contribution

The Working Capital Contribution shall be payable to the Association at the time of closing of the sale of a newly constructed home.

E. Transfer Fee

A Transfer Fee shall be paid to the Association or the managing agent of the Association, upon each transfer of title to a Lot.

F. Delinquency

If any Assessment or other sum due to the Association is not paid in full and received by the Association by 5:00 p.m. on the date when due, then such assessment shall become delinquent.

G. Notice of Sums Owing

Upon written request of an Owner, the Association shall provide to such Owner a written statement setting out the then-current total of all charges owed by Owner with respect to his Lot. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

H. Disputed Charges

Charges disputed by an Owner shall be verified by the Association and are considered delinquent until such time as they are paid in full or the dispute is resolved.

3. INTEREST

If an Annual Assessment or Reserve Assessment is deemed delinquent, the Association shall have the right to charge interest, on the amount due at the Designated Interest Rate from the due date the sum was originally due until the date the sum is paid. The Designated Interest Rate means the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate allowed by law.

4. LATE CHARGE

The Board shall have the authority to impose a monthly late charge on any delinquent Annual Assessment, Special Assessment or Special Individual Assessment. The monthly late charge shall be in addition to interest.

5. SERVICE CHARGE

An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be an amount sufficient to cover the debit charge charged by the bank or clearing house.

6. DELINQUENCY NOTIFICATION

The Association may cause to be sent one or more of the following notification(s) to delinquent Owners:

A. Past Due Notice:

In the event that an Assessment account balance remains unpaid thirty (30) days from the due date, a Past Due Notice may be sent, but is not required to be sent, via regular mail to each Owner with a delinquent account setting forth all Assessments, interest and other amounts due.

B. Final Notice:

In the event that an assessment account balance remains unpaid, a First/Final Notice may be sent via certified mail to each delinquent Owner. A charge of twenty dollars (\$20.00) or higher will be added to each delinquent Owner's account balance for administrative and postage costs. The First/Final Notice will set forth the following information and results of failure to pay, including an explanation of:

1. Amounts Due: All delinquent assessments, interest and other amounts due;
2. Hearing: When required by law, the Owners shall be given notice and opportunity for a hearing before the Board. When required by law, a hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the Owner's receipt of the Final Notice;
3. Common Area Use Suspension: Subject to notice and a right to a hearing, if required by law, the Owner's use of Common Areas may be suspended;
4. Voting Rights Suspension: Subject to notice and a right to a hearing, if required by law, the Board may suspend an Owner's right to vote; and
5. Attorneys Fees: Explanation that the delinquent account will be turned over to legal counsel for collection and that the Association will incur reasonable attorney's fees, for which reimbursement from the Owner will be sought.

C. Delinquency Notice Recorded

The Association may execute and record a document setting forth as to any Lot, the amount of delinquent sums due to the Association at the time such document is executed and the fact that a lien exists to secure payment thereof.

7. APPLICATION OF PAYMENTS

All payments received shall be applied in the following order: costs, attorney fees, fines, interest, and delinquent assessments (as to each category, payment shall be applied to the most-aged charge first). The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said Owner's account.

8. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY

Upon referral of the account to the Association attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment, instituting a judicial and/or non-judicial foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

9. ATTORNEY PROCESS

Unless contrary instructions are given by the Board or advised by the Association attorney, the following letters or actions will be taken upon referral, to the Association attorney, of a delinquent Owner not under bankruptcy protection:

- A. Initial Demand Letter – allowing an Owner thirty (30) days to pay the delinquency or dispute the debt pursuant to applicable law.

- B. Final Demand Letter – allowing a final thirty (30) days to pay the delinquency, if the delinquent amount is not paid after the Initial Demand Letter.
- C. Notice of Lien -- allowing thirty (30) days to pay the delinquency and avoid non-judicial foreclosure if the delinquent amount is not paid after the Final Demand Letter.
- D. Notice of Non-Judicial Foreclosure Letter – if the delinquent amount is not paid after the Notice of Lien.
- E. Non-Judicial Foreclosure Sale – if the delinquent amount is not paid after the Notice of Non-Judicial Foreclosure Letter.
- F. Alternatively, if instructed by the Board, judicial foreclosure and/or pursuit of any other legal remedy available to the Association will be commenced.
- G. After obtaining a judgment, post-judgment remedies will be considered on a case by case basis to be determined in the sole discretion of the Board.

10. ALTERNATIVE PROCESS

Additional remedies include, but are not limited to an agent of the Association seeking judicial redress in a court of appropriate jurisdiction.

11. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association's attorney so that the Association's interests may be protected.

12. WAIVER/MODIFICATION OF POLICY

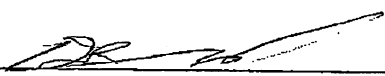
The Board in its sole and absolute discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon a petition of an Owner showing a personal hardship or just cause. Granting a waiver, or modifying the procedure contained herein by the Association, shall not be relied on by any Owner, or any other person or entity, as a precedent in requesting or assuming waivers or modifications as to any other Owner or matter. Action by the Board in granting or denying a waiver or modifications is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any Owner or the same Owner for any reason whatsoever.

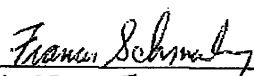
13. REQUIRED ACTION

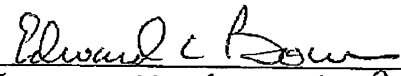
Nothing contained herein, not otherwise required by the Declaration, shall require the Board to take any of the specific actions contained herein. The Board shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and take action as in its best judgment it deems reasonable.

ADOPTED by the Board of Directors of the Indian Creek Ranch/Carrollton Homeowners Association, Inc., to be effective upon the recording of this Collection Policy in the Real Property Records of Denton County, Texas.

**INDIAN CREEK RANCH/CARROLLTON
HOMEOWNERS ASSOCIATION, INC.**


Print Name: Dennis Fitzgerald
Date: 11/18/09


Print Name: Francis Schmaeling
Date: 11-18-09


Print Name: EDWARD C BOWEN
Date: 11/18/09

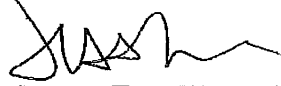
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Indian Creek Ranch/Carrollton Homeowners Association, Inc., a Texas non-profit corporation;

That the foregoing Collection Policy was unanimously adopted in writing by the Board of Directors to be effective upon the date same is recorded in the Real Property Records of Denton County, Texas..

IN WITNESS WHEREOF, I have hereunto subscribed my name this the _____ day of 11-23-09, 2009.



Print Name: JEFFREY HUDSON
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, on this day personally appeared Jeffrey Hudson the Secretary of the Indian Creek Ranch/Carrollton Homeowners Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 23 day of November, 2009.



Notary Public - State of Texas



After Recording Please Return To:
Stephanie L. Quade
Roberts Markel P.C.
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

RA211600001\Collection Policy-Indian Creek Ranch.doc

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00112472

Instrument Number: 2009-112472

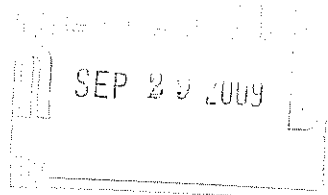
As

Recorded On: September 21, 2009

Parties: INDIAN CREEK HOA

To

Misc General Fee Doc



Billable Pages: 9

Number of Pages: 9

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Misc General Fee Doc	43.00
Total Recording:	43.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-112472

Receipt Number: 622812

Recorded Date/Time: September 21, 2009 11:18:36A

User / Station: J Morris - Cash Station 1

Record and Return To:

INDIAN CREEK HOA

P.O. BOX 941169

PLANO TX 75094

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas



INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT AND FINING POLICY

The property encumbered by this Covenant Enforcement and Fining Policy (the "Enforcement Policy") is that property initially restricted by the Declaration of Covenants Conditions and Restrictions for Indian Creek Ranch Carrollton, Texas, recorded under Denton County Clerk's File No. 94-R0065513, as same has been or may be amended from time to time (referred to hereinafter collectively as the "Declaration"), and any other subdivisions which have been, or may be subsequently annexed thereto and made subject to the authority of the Indian Creek/Carrollton Homeowners Association, Inc. (the "Association"). All capitalized terms are defined as set out in the Declaration unless otherwise noted herein.

Pursuant to the authority contained in the Declaration and the Bylaws of Indian Creek/Carrollton Homeowners Association, Inc. (the "Bylaws"), the Board of Directors (hereinafter the "Board") of the Association is vested with the authority to impose reasonable fines against Owners for violations of restrictive covenants contained in the Association's Dedicatory Instruments (as that term is defined in the Texas Property Code).

WHEREAS, the Board of the Association finds there is a need to establish orderly procedures for the enforcement of the restrictive covenants set forth in the Declaration and for the levying of fines against violating Owners.

NOW, THEREFORE the following procedures and practices are established for the enforcement of the restrictive covenants of the Declaration and for the elimination of violations of such provisions found to exist in, on and about the Lots within Indian Creek

1. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, Bylaws or any rules and regulations of the Association, shall constitute a "Violation" under this Enforcement Policy for all purposes.

2. Report of Violations. The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the Violation(s).
- b. Identification by street address and legal description, if available, of the Lot on which the Violation exists.

- c. Date of the verification observation and name of the person making such observation.

At the same time that the field observation report is prepared, the Board or its delegate may forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Owner will have at least ten (10) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 3 below.

3. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by regular first-class mail or personal delivery and by certified mail, return receipt requested (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation, if required, will state the following:

- a. The nature, description and location of the Violation, including any property damage caused by the Owner.
- b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.
- c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the Owner for property damage.
- d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that a fine will not be assessed, common area privileges and/or the right to vote will not be suspended and that no further action will be taken.
- e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.
- f. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions delineated in the Notice of Violation may be

imposed and that any attorney's fees and costs will be charged to the Owner.

- g. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board.

4. Final Notice of Violation. A formal notice of the Violation and the sanction to be imposed, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") will be sent by the Association to the Owner by regular first-class mail and by Certified mail, return receipt requested, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated or the Association has not timely received a written request for a hearing.

5. Request for a Hearing. If the Owner challenges the proposed action by timely requesting a hearing, the hearing may be held in executive session of the Board or its delegate, unless the Owner requests an open hearing, affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board receives the Owner's request for a hearing. Prior to the effectiveness of any sanction hereunder, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing. The Association or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the Board and the Owner. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board or its delegate. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

6. Appeal. Following a hearing before a delegate of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within thirty (30) days after the hearing date or thirty (30) days after the date of the Association's written notice to the Owner of the results of the hearing, whichever is later. Any hearing before the Board shall be held in the same manner as provided in Paragraph 5 for hearings before a delegate of the Board.

7. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Declaration). Written notice of correction or elimination

of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

8. Corrective Action. Notwithstanding any other provision contained herein to the contrary, where a Violation is determined or deemed determined to exist, the Board may undertake to cause the Violation to be corrected, removed or otherwise abated if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where the Board decides to initiate any such action, the following will apply:

- a. The Board must give the Owner and any third party that is known to the Association to be directly affected by the proposed action prior written notice of undertaking of the action.
- b. Costs incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Owner.
- c. The Association, and its agents and contractors, will not be liable to the Owner or any third party for trespass or any damages or costs alleged to arise by virtue of action taken under this Paragraph 8.

9. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. The Association may also file a notice of violation or non-compliance against the Owner's Lot in the real property records of the county in which the Lot is located, which notice describes the violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

10. Fines. Subject to the provisions of this Enforcement Policy and/or the Declaration, the imposition of fines will be on the following basis:

- a. Fines will be based on an amount that is reasonably related to the nature of the Violation. The Board shall have final discretion in determining the appropriate fine for the Violation in question. The Board may adopt and amend, from time to time, a schedule of fines applicable to Violations within Indian Creek which may include a progression of fines for repeat offenders. Generally, fines shall start at \$100.00 per Violation. There shall be no limit to the number or the aggregate amount of fines which may be levied against an Owner for the same Violation.

- b. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Declaration or this Enforcement Policy.
- c. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots and shall be enforceable as special individual assessments as provided in the Declaration.

11. Notices. Unless otherwise provided in this Enforcement Policy, all Notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner had designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

- a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.
- b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.
- c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.
- d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.
- e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise

acted so as to put the Association on notice that its interest in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

- f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs (including attorney's fees) and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs (including attorney's fees) and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

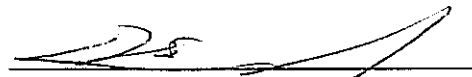
12. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated; the Violation will be deemed no longer to exist. The Owner will remain liable for all costs (including attorney's fees) and fines under this Enforcement Policy, which costs and fines, if not paid upon demand therefore by Management, will be referred to the Board of Directors of the Association for collection.

13. Definitions. The definitions contained in the Declaration and Bylaws are incorporated herein by reference.

This Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing Enforcement Policy was adopted by the Board of Directors at a meeting of same on June 16, 2009, 2009, at which a quorum was present, and has not been modified, rescinded or revoked.

DATE: 8/18/09



President

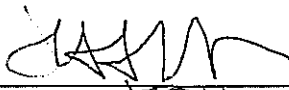
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Indian Creek/Carrollton Homeowners Association, Inc., a Texas non-profit corporation;

That the foregoing Covenant Enforcement and Fining Policy was approved by a majority of the Board of Directors at a meeting held on the 16 day of June, 2009, at which a quorum was present.

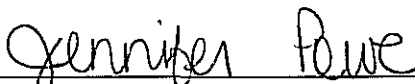
IN WITNESS WHEREOF, I have hereunto subscribed my name this the 18th day of August, 2009.


Name: Jeff Hudson
Title: Secretary

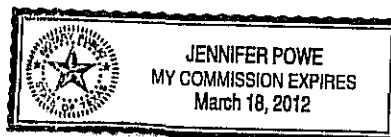
STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, on this day personally appeared Jeff Hudson the Secretary of the Indian Creek/Carrollton Homeowners Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 18th day of August, 2009.


Notary Public – State of Texas

R:\REAL\HOA\client\2116\001\NC Fining Policy-SLQ clean.doc



After Recording Please Return To:
Stephanie L. Quade
Roberts Markel P.C.
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

STATE OF TEXAS

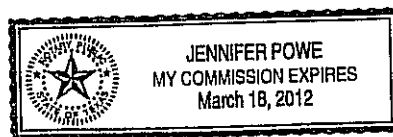
§
§
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COUNTY OF DENTON

BEFORE ME, on this day personally appeared Dennis Fitzgerald the Secretary of the Indian Creek/Carrollton Homeowners Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 18th day of August, 2009.

Jennifer Powe
Notary Public – State of Texas



INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.

Recreational Equipment Policy

WHEREAS, Indian Creek/Carrollton Homeowners Association, Inc. (the "Association") has need to clarify the restrictions outlined in Article V, Section 3, Subsection m of the Consolidated (Including the Original Declaration recorded August 23, 1994, and First Amendment through Fifth Amendment with any and all corrections) Declaration of Covenants, Conditions & Restrictions for Indian Creek Ranch Carrollton, Texas (the "Declaration"); and

WHEREAS, the Association has the right (but not the obligation) to enforce any of the covenants and restrictions set out in the Declaration (per Article VIII, Section 3 of the Declaration); and

WHEREAS, the Association has the right to exercise discretionary authority concerning a restrictive covenant per Section 202.004, Subsection a of the Texas Property Code.


NOW, THEREFORE, IT IS RESOLVED that the following policies, rules, procedures and practices are established for the purpose of clarifying the interpretations of Article V, Section 3, Subsection m of the Declaration with regard to the Association's enforcement:

The phrase "front yard" found in Article V, Section 3, Subsection m of the Declaration will be defined as "that area located from the front of the building line of a home to the front curb that contains turf, flower beds, or other area common associated as being part of a 'yard'." The phrase "front yard" will not refer to the concrete, paved, etc. driveway leading from the street to a garage.

IT IS FURTHER RESOLVED that this Recreational Equipment Policy replaces and supersedes in all respects all prior rules, policies and resolutions with respect to the interpretation of the phrase "front yard" found in Article V, Section 3, Subsection m of the Declaration by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing rules, policy and/or resolution was adopted by the Board of Directors at a meeting of same on February 21, 2006, and has not been modified, rescinded or revoked.

DATE: February 21, 2006


Secretary

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2015-63662
Recorded As : ERX-MISC GENERAL FEE

Recorded On: June 11, 2015
Recorded At: 10:00:32 am
Number of Pages: 11

Recording Fee: \$66.00

Parties:

Direct- INDIAN CREEK CARROLLTON HOA
Indirect-

Receipt Number: 1299442
Processed By: Carmen Robinson

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON]

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk
Denton County, Texas

CERTIFICATION

I, the undersigned, pursuant to Texas Property Code §202.006 do hereby certify:

That I am the duly elected and acting Secretary of the Indian Creek/Carrollton Homeowners Association, Inc., (hereinafter the "Association") a Texas corporation;

That the attached documents are documents that apply to the operation and utilization of property within Indian Creek Ranch, a subdivision in Denton County, Texas.

That the property affected by these documents is set out on the attached Exhibit "A".

That the documents which affect the use and operation of Indian Creek Ranch are set out on the attached Exhibit "B".

That the attached documents are true and correct copies of the originals.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 5th day of June, 2015

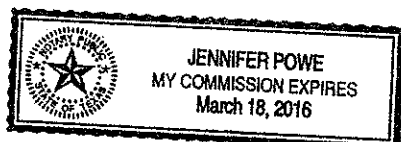
INDIAN CREEK/CARROLLTON
HOMEOWNERS ASSOCIATION, INC.

Marvin Reader
Print Name: Marvin Reader
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME the undersigned authority, on this day personally appeared Marvin Reader, the Secretary of the Indian Creek/Carrollton Homeowners Association, Inc., known to me to be the person whose name is subscribed hereinabove and, being by me first duly sworn, declared that s/he is the person who signed the foregoing document in her/his representative capacity, and that the statements therein contained are true and correct.

Given under my hand and seal of office this the 5th day of June, 2015.



Jennifer Powe
Notary Public – State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

Indian Creek Ranch, a subdivision located in Denton County, Texas, initially restricted by the Declaration of Covenants, Conditions, and Restrictions for Indian Creek Ranch, recorded under Denton County Clerk's File No. R4-R0065513, as same has been or may be amended from time to time ("Declaration") and any other property which has been, or may be subsequently annexed thereto and made subject to the authority of Indian Creek/Carrollton Homeowners Association, Inc.

EXHIBIT "B"

1. Adopted Guidelines and Standards for Open Air and/or Screened Structures
2. Adopted Guidelines for Standards for Drought-Resistant Landscaping and Water-Conserving Natural Turf (Xeriscape)

After recording return to:

Sipra S. Boyd
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th flr.
Houston, Texas 77056



INDIAN CREEK RANCH

Indian Creek/Carrollton Homeowners Association, Inc. Architectural Control Committee

ADOPTED GUIDELINES AND STANDARDS FOR OPEN AIR AND/OR SCREENED STRUCTURES

Revision 07/17/2013

1 Modification Approval Required

This document presents guidelines and standards for a particular activity or type of external modification, as defined within the Covenants of the HOA, which require Members to obtain Architectural Control Committee (ACC) approval prior to commencement of the activity or modification.

All modifications bound by the Covenants of the HOA, including those outlined in this document, must be applied for, and approved by the ACC. The compliance with, or the following of, this and/or other guidelines and standards does not release the Member from the application and approval process.

Application and approval is obtained by submission of "Modification Request Forms", together with all required plans, specifications and supporting documentation to the ACC. The ACC will then review the application and issue a written decision in a timely manner as required by the Covenants.

2 Incomplete Application

Failure to initially submit all required documentation, specifications, and material lists with the Modification Request Form will delay the review of the application by the ACC pending receipt of the necessary items and may ultimately result in the disapproval of the application.

3 Penalties and Remedies

Failure to follow the approval process may result in any of the remedies as set forth in "Nonconforming Improvements" Article IV Section 7 of the Covenants.

4 Permits May Be Required

Plans submitted for ACC review must comply with all applicable building codes, zoning regulations and the requirements of all agencies having jurisdiction over the project. It is the responsibility of the Member to determine if applicable and to obtain all necessary permits and inspections and to ensure all governmental compliance. Approval by the ACC does not relinquish the Members responsibility and the ACC does not provide advice concerning these matters.

5 Definitions Referenced In This Document.

- (a) Covenants: The Declaration of Covenants, Conditions and Restrictions as recorded in the Deed Records of Denton County, Texas, at Clerk's File No. 94-R0065513 and any and all subsequent revisions, amendments or other changes thereto similarly filed in the Denton County Deed Records.
- (b) HOA: Indian Creek/Carrollton Homeowners Association, Inc.
- (c) ACC: Architectural Control Committee as defined in the Covenants of the HOA.
- (d) Member: Any HOA Class A or B member as set forth in the Covenants of the HOA.
- (e) Modification Request Form: The "Indian Creek Architectural Control Modification Request Form."

6 Purpose

The guidelines and standards which follow are intended to provide a framework of design and development standards with which the Member and the ACC can make informed decisions related to residential construction and modifications within Indian Creek Ranch development. By employing the use of these guidelines and standards, modification requests will be handled in a more uniform fashion by the ACC.

Members of the HOA should use these and other adopted guidelines and standards to understand what type of modifications are allowed and use them accordingly in their plans for modification requests.

7 Exceptions and Variances

The guidelines and standards set forth within this document represent the adopted, reasonable standards for the ACC for the type of activity or modification covered. However, a Member may apply for a variance from a specific guideline or standard, but the burden of establishing the reasons why a specific requirement is not appropriate lies with the Member. Members who request property modifications that do not comply with the standard must state explicitly in the "Modification Request Form" what proposed modification(s) would not be in compliance and must include a detailed explanation as to why the Member cannot comply with the stated guidelines and why an exception or variance should be granted.

8 Scope

This Guideline covers open air and/or screened structures. All such structures must be approved by the ACC via the "Modification Request Form" prior to any work being started. The types of structures include, but are not limited to, any structure designed to cover an area which has one or more sides that are partially or fully open to the elements. Examples of such structures are: pool side cabanas, outdoor kitchens or barbeque\grilling areas, covered picnic or eating areas, partially or fully screened or open seating areas and gazebos.

9 Guidelines and Standards

- (a) Prior written approval from the ACC must be obtained before commencement of construction. The Modification Request Form must be submitted with full detail and dimensioned plans. The plans must include a Front Elevation view, Side Elevation view, Plan view showing location of structure along with location of existing house and property boundary (survey). The form must specify materials and colors for all aspects of the structure.

- (b) The structure must be constructed of wood, stone, brick, or other material approved by the ACC and deemed by the ACC to match or complement the existing house. Aluminum or metal skins of any type are not acceptable.
- (c) All structures must reside within the fenced-in back yard area where the structure will have a minimal visual impact on adjacent properties and streets.
- (d) The height of any structure shall not be greater than two (2) feet higher than the existing fence, but in no case higher than twelve (12) feet measured at roof's highest point.
- (e) If the roof of the structure is solid, then the roof must be shingled using composite shingles to match the color of the existing house (i.e. you can't have grey/black shingles on your home but have tan/brown shingles on the structure). Metal, aluminum, tin, translucent or clear material, fiberglass, plastic, resin or polymer based materials, cloth, fabric and other woven material roofs are prohibited.
- (f) If the roof is a shade structure or open-air type roof then the roof may be constructed of nominal sized 2" x 2" material of wood or aluminum. It must be painted, stained or colored to match the remaining structure. The use of flat, lattice type material less than one inch (1") thickness is prohibited.
- (g) All structures are to be of a permanent nature and be securely attached to a foundation or to concrete piers of suitable depth and size.
- (h) All structures are to be maintained in good condition.
- (i) If lighting of any type is to be included within or around the structure, the Modification Request Form must include a detailed lighting plan showing all locations, spacing, light type, wattage and sizes. Lighting must comply with all previously issued guidelines and standards regarding exterior lighting. All exterior lights must have a hood or shield and be pointed downwards so that when in use the light does not infringe on the enjoyment and use of property of neighboring homes.
- (j) Prefabricated structures with metal or aluminum skin or fabric roofs such as those available from big box stores (e.g. CostCo, Sam's Club, Home Depot and Lowes, etc.), are incompatible with the design objectives for Indian Creek Ranch and do not meet the guidelines and standards and therefore are prohibited.



INDIAN CREEK RANCH

Indian Creek/Carrollton Homeowners Association, Inc. Architectural Control Committee

ADOPTED GUIDELINES AND STANDARDS FOR

DROUGHT-RESISTANT LANDSCAPING AND WATER-CONSERVING NATURAL TURF (XERISCAPE)

Revision 05/15/2014

These Guidelines and Standards are implemented to address recent Texas Laws modifying Section 202.007 of the Texas Property Code.

1 Modification Approval Required

This document presents guidelines and standards for a particular activity or type of external modification, as defined within the Covenants of the HOA, which require Members to obtain Architectural Control Committee (ACC) approval prior to commencement of the activity or modification.

All modifications bound by the Covenants of the HOA, including those outlined in this document, must be applied for, and approved by the ACC. The compliance with, or the following of, this and/or other guidelines and standards does not release the Member from the application and approval process.

Application and approval is obtained by submission of "Modification Request Forms", together with all required plans, specifications and supporting documentation to the ACC. The ACC will then review the application and issue a written decision in a timely manner as required by the Covenants.

2 Incomplete Application

Failure to initially submit all required documentation, specifications, and material lists with the Modification Request Form will delay the review of the application by the ACC pending receipt of the necessary items and may ultimately result in the disapproval of the application.

3 Penalties and Remedies

Failure to follow the approval process may result in any of the remedies as set forth in "Nonconforming Improvements" Article IV Section 7 of the Covenants.

4 Permits May Be Required

Plans submitted for ACC review must comply with all applicable building codes, zoning regulations and the requirements of all agencies having jurisdiction over the project. It is the responsibility of the Member to determine if applicable and to obtain all necessary permits and inspections and to ensure all governmental compliance. Approval by the ACC does not relinquish the Members responsibility and the ACC does not provide advice concerning these matters.

5 Definitions Referenced In This Document.

- (a) Covenants: The Declaration of Covenants, Conditions and Restrictions as recorded in the Deed Records of Denton County, Texas, at Clerk's File No. 94-R0065513 and any and all subsequent revisions, amendments or other changes thereto similarly filed in the Denton County Deed Records.
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6 Purpose

The guidelines and standards which follow are intended to provide a framework of design and development standards with which the Member and the ACC can make informed decisions related to residential construction and modifications within Indian Creek Ranch development. By employing the use of these guidelines and standards, modification requests will be handled in a more uniform fashion by the ACC.

Members of the HOA should use these and other adopted guidelines and standards to understand what type of modifications are allowed and use them accordingly in their plans for modification requests.

7 Exceptions and Variances

The guidelines and standards set forth within this document represent the adopted, reasonable standards for the ACC for the type of activity or modification covered. However, a Member may apply for a variance from a specific guideline or standard, but the burden of establishing the reasons why a specific requirement is not appropriate lies with the Member. Members who request property modifications that do not comply with the standard must state explicitly in the "Modification Request Form" what proposed modification(s) would not be in compliance and must include a detailed explanation as to why the Member cannot comply with the stated guidelines and why an exception or variance should be granted.

8 Scope

These Guidelines and Standards are implemented to address recent Texas Laws modifying Section 202.007 of the Texas Property Code.

Drought-resistant landscaping (Xeriscaping) means using native and adaptive plants that can grow and sustain themselves with low water requirements and tolerate heat and drought conditions. Xeriscaping does not mean zero water and zero maintenance. The ACC will allow, subject to compliance with these rules, the use of drought-resistant landscaping and water conserving natural turf.

9 Guidelines and Standards

- (a) Prior to initiating any change in the visible landscape, the homeowners must submit plans and specifications detailing the proposed installation. The request must include a to-scale design plan, as well as details on the types of plants, the ground covers (including color and materials), the bordering material(s), the hardscape materials (including color), setbacks, irrigation system, and dimensions. (dimensions of beds, approximate size of plants, size of any rocks, and other such details.)
- (b) It is recommended but not required that plans be drawn by a licensed landscape architect to increase the chance of approval of plans without changes being required. The committee may request additional information or changes to the plans before final approval.
- (c) Installation of any proposed drought-resistant landscaping and water conserving natural turf landscape may not begin until the committee has approved the request.

10 Design requirements

- (a) Color and texture of the planted areas and inert areas are an important design aspect. Color and texture should be seen to flow neatly from one area of the yard to another. Extensive areas of "desert" or "barren" appearance must be avoided in order to preserve the aesthetic compatibility with the neighborhood.
- (b) Large areas may not be composed of a single material; for example any areas of bare mulch must be interspersed with plants.
- (c) Water features, urns, and other man-made ornamentation (yard art), if to be included in the overall xeriscape plan, require separate ACC approval and must be submitted on a separate Modification Request Form.
- (d) The xeriscape landscaping may not alter drainage patterns on a Lot, and owners must ensure that no crushed granite or other such runoff runs into a neighboring Lot or the street.
- (e) Soils in xeriscape areas should either be altered to fit the plants, or plants selected to fit the soil.
- (f) Efficient irrigations systems must be planned. Irrigation for xeriscapes zones must be different than for turf zones.
- (g) Owners should select plants and zones in accordance with the amount of light, wind and moisture in the particular yard area.
- (h) Mulches, both organic (e.g. bark chips) and inorganic (e.g. crushed rock) must be applied at least 3" deep and maintained at all times at least 2" deep.

11 Turf Grass

- (a) At least 70% of the visible lawn area of the Lot must contain some form of sodded grass. The exact requirement of the turf may vary from property to property and is dependent on the specific plan submitted.
- (b) Homeowners should consider replacing any "thirsty" turf grasses in place such as St. Augustine with turf that has lower water requirements.

12 Artificial turf

- (a) Artificial Turf is prohibited in any area between the front of the house to the street.
- (b) Artificial turf in other areas of a lot may be granted or denied depending on the overall plan submitted by the Member and depending on the Lot location and visibility from public areas.

13 Plants

It is recommended to use plants adapted to the pH soil conditions created by the non-turf materials used. i.e., don't use acid loving plants along with alkaline crushed limestone covering, whereas acid loving plants would do well with a ground hardwood mulch covering and native plants would do well with limestone or crushed granite. Sickly and dying plants must be promptly removed or replaced.

14 Hardscapes, rock, gravel, cactus

Depending on the overall plan and subject to the turf grass requirements above, the ACC may prohibit or limit:

- (a) the size and number of hardscape items including boulders;
- (b) the installation of rock ground cover (including gravel, and crushed stone); and
- (c) the installation of cacti.

15 Borders

Non-turf planted areas must be bordered with an approved bordering material to define the xeriscaped area clearly from the turf grass areas. Such areas must be kept maintained at all times (plants trimmed and thinned, planted areas weeded, and borders edged) to ensure an attractive appearance. No plants may encroach onto sidewalks, curbs, or streets.

16 Safety

No plant with thorns, spines, or sharp edges may be used within 6' of the sidewalk or street.

17 Maintenance

- (a) Xeric landscapes are subject to the same requirements as other landscaping and must be maintained at all times to ensure an attractive appearance.
- (b) Xeriscape designs are not intended to be "zero maintenance"; in fact they often require more effort than turf throughout the year.
- (c) Plants must be trimmed, beds must be kept weed-free and borders must be edged. Leaves and other debris must be removed on a regular basis so as to maintain a neat and attractive appearance.
- (d) Perennials which die back during winter must be cut back to remove dead materials during winter. This includes most ornamental grasses and other flowering perennials which go dormant to the ground in winter.