

CONSOLIDATED
(As of September 12, 1996)
(Original Declaration Dated August 23, 1994, and
Includes First Amendment Through and Including the Fifth Amendment
With Any and All Corrections)
Declaration of Covenants, Conditions and Restrictions
For Indian Creek Ranch
Carrollton, Texas

This Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision (the "Declaration"), is made this 23rd day of August, 1994 [subsequently amended on August 12, 1996, (the Fifth Amendment)], by Indian Creek Residential, L.P., a Texas limited partnership, and/or Indian Creek Land, L.P., a Texas limited partnership, hereinafter called "Declarant."

WITNESETH:

WHEREAS, Declarant is the owner of the real property described in Article I, Section 2 of this Declaration; and

WHEREAS, the purpose of this Declaration is to preserve so far as possible the natural beauty of such property; to avoid harsh contrasts between structures and landscape; to guard against the erection of poorly designed or proportioned structures or use of unsuitable materials; to encourage and secure the erection of attractive improvements which are harmonious with their sites; to encourage freedom of individual expression in the development of the land and the buildings, limited only to these protections which seem to be mutually advantageous; and in general, to enhance the quality and economic value of the real property described in Article I, Section 2; and

WHEREAS, Declarant desires to subject the real property described in Article I, Section 2 hereof to the covenants, conditions, restrictions, charges and liens hereinafter set forth; and

WHEREAS, the Indian Creek/Carrollton Ranch Homeowners Association has been or will be incorporated under the laws of the State of Texas as a nonprofit corporation, and has been or will be granted powers of administering and enforcing the said covenants, conditions, restrictions, charges and liens, and of disbursing the assessment and charges hereinafter created;

WHEREAS, the Declarant prepared and declared the following instruments: (i) that certain Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision (the "Declaration") dated August 23, 1994, and recorded in the Deed Records of Denton County, Texas, on August 23, 1994, under Clerk's File No. 94-R00655 13; (ii) that certain Amendment of Declaration dated December 5, 1994, and recorded in the Deed Records of Denton County, Texas, on December 7, 1994, under Clerk's File No. 94-R0090002 (the "Amendment of Declaration"); (iii) that certain Second Amendment of Declaration dated March 17, 1995, and recorded in the Deed Records of Denton County, Texas, on March 21, 1995, under Clerk's File No. 94-R0016441 (the "Second Amended Declaration"), corrected by that certain Correction to Second Amendment of Declaration dated May 5, 1995, and recorded in the Deed Records of Denton County, Texas, on May 9, 1995, under Clerk's File No. 95-R0027040; (iv) that certain Third Amendment of Declaration dated November 14, 1995, filed in the Deed Records of Denton County, Texas, on December 12, 1995, under Clerk's File No. 95-R0077090 ("Third Amendment of Declaration"), corrected by that certain Correction to Third Amendment of Declaration dated May 3, 1996, and recorded in the Deed Records of Denton County, Texas, on May 3, 1996, under

Clerk's File No. 96-R0030299 ("Correction to Third Amendment"); (v) and that certain Fourth Amendment of Declaration dated May 8, 1996, and recorded in the Deed Records of Denton County, Texas, on May 13, 1996, under Clerk's File No. 96-R0032712 ("Fourth Amendment"); and (vi) that certain Fifth Amendment of Declaration dated August 12, 1996, and recorded in the Deed Records of Denton County, Texas, on August 15, 1996, under Clerk's File No. 96-R0056654; (the Declaration, Amendment of Declaration, Second Amendment of Declaration, the Correction to Second Amendment, Third Amendment of Declaration and the Correction to Third Amendment, Fourth Amendment, and Fifth Amendment being hereinafter referred to as the "Declaration"); and

NOW, THEREFORE, Declarant declares that the real property and such additions hereto as may hereafter be made pursuant to Article I, Section 3, hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, charges and lien hereinafter set forth, which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein.

ARTICLE I

GENERAL

Section 1. Definitions. The following words when used in this Declaration, unless the context shall prohibit, shall have the following meaning:

- a. "Association" shall mean and refer to the Indian Creek/Carrollton Homeowners Association, Inc., a Texas non-profit corporation.
- b. "Common Area" shall mean and refer to (i) those areas of land shown on any recorded plat or its equivalent of The Properties or any portion thereof filed or approved by Declarant and identified thereon as "Common Area", (ii) those areas of land deeded to the Association by Declarant, (iii) those areas of land referenced in the City of Carrollton's Resolution 955 dated April 21, 1992 and the Interlocal Agreement dated April 21, 1992 by and between the City of Carrollton ("Carrollton") and the Denton County Reclamation, Road and Utility District ("District") as areas of land that the District must maintain, (iv) areas located in or around The Properties that the Association desires to beautify and maintain, as approved by the owner of that specific property.
- c. "Declarant" shall mean and refer to the Indian Creek Land, L.P. and/or Indian Creek Residential, L.P. and their successors and assigns whom it expressly appoints in writing. The Declarant's rights and powers granted herein shall be a personal right and shall not run with the land subject to this Declaration.
- d. "Design Guidelines" shall mean and refer to standards, restrictions or specifications for The Properties that are published from time to time by the Architectural Control Committee. These guidelines shall establish standards for the construction, placement, location, alteration, maintenance or design of any improvements to the Property.
- e. "Lot" shall mean and refer to any tract of land shown upon any recorded plat map of a portion of The Properties and designated thereon by a separate Lot and Block numbers, with the exception of Common Areas.
- f. "Member" shall mean and refer to every person who is a member of the Association.
- g. "Owner" shall mean and refer to each and every person or entity who is, alone or together with another person or entity, a record title owner of a fee or undivided fee interest in any

Lot, tract or parcel of real estate out of or part of the Properties, provided, however, the term "Owner" shall not include any person or entity holding a bona fide lien or security interest in a Lot, tract or parcel of real estate out of or a part of The Properties as security for the performance of an obligation.

- h. "The Properties" shall mean and refer to the real property (including improvements) described in Section 2 hereof, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Section 3 hereof.

Section 2. Property Subject to Declaration. The real property covered by this Declaration is described in Exhibit "A" attached hereto and incorporated herein by reference. All of the real property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, conditions, restrictions, charges and liens set forth herein.

Section 3. Additions to Property Subject to Declaration. Additional property may become subject to this Declaration in the following manner:

- a. Staged Subdivision. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties (the "Additional Land") in future stages of the development, so long as such properties are within the area described on Exhibit "B" attached hereto (including, without limitations, subsequent sections of the Indian Creek Ranch Subdivision (the "Subdivision")) without the consent or approval of Owners of any Lots (other than Declarant). The Declarant may (but is under no duty or obligation to) add or annex additional real property, including all or any portion of the Additional Land. As additional properties may be annexed hereto, Declarant shall with respect to said properties, record Annexation and/or Supplemental Declarations which may incorporate this Declaration herein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon recordation of such plats or maps and the filing of an Annexation or Supplemental Declaration containing restrictive covenants pursuant thereto, then and therefore the Owners of all Lots in the Subdivision shall have the rights, privileges and obligations with respect to The Properties in the Subdivision (including such additional properties) in accordance with the provisions of, and to the extent set forth in, this Declaration and each such Annexation and/or Supplemental Declaration. In the event any person or entity other than the Declarant desires to add or annex additional residential and/or Common Areas to the scheme of this Declaration, such proposed annexation must have the prior written consent of two-thirds (2/3) of the outstanding votes within each voting class of the Association. Notwithstanding the fact that Declarant may not be an Owner by virtue of its sale, transfer or conveyance of all of its right, title and interest in The Properties, the Declarant shall continue to be entitled to implement and exercise all of its rights under and pursuant to this Section 3 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 3, subsequent to such annexation, merger or consolidation, the Declarant shall be and become a Class B Member with respect to the real property owned by it within The Properties, as such Properties have been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the articles of Incorporation and Bylaws of the Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

- b. Merger or Consolidation Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to The Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to The Properties except as hereinafter provided.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Each and every person, persons or legal entity who shall own any Lot in The Properties shall automatically be a member of the Association, PROVIDED that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a member.

Section 2. Classes of Voting Members. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be (i) all Members with the exception of Class B Members and (ii) any bona fide Owner who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be Declarant and any bona fide Owner who owns unplatted property which is subject to this Declaration. Declarant shall be entitled to three (3) votes for each vote held by Class A Members, provided, however, that from and after the earlier of (i) the date upon which ninety percent (90%) of the property contained within the area described in Exhibit "B" has been sold by the Declarant, or (ii) December 1, 2024, the Class B membership shall cease and be converted to Class A membership, and shall be entitled to only one (1) vote for each one hundred dollars (\$100.00), or fraction thereof, of value of that portion of the Properties owned by it as assessed by the Denton County Appraisal District for ad valorem tax purposes for the preceding year. Notwithstanding the foregoing, Class B Member, other than the Declarant shall be non-voting Members of the Association.

Section 3. Quorum. Notice and Voting Requirements

- a. Subject to the provisions of paragraph (c) of this Section and any other Section of this Declaration setting forth a different requirement as to voting and/or notice of meetings, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes who are voting in person or by proxy, regardless of class, at a meeting duly called, written notice of which shall be given to all Members not less than ten (10) days nor than thirty (30) days in advance.

- b. The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

The presence at the initial meeting of Members entitled to cast, or of proxies entitles to cast, a majority of the votes of all Members, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Bylaws or this Declaration or as provided by the laws of the State of Texas. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirement herein set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

- c. As the alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing, approving of the action to be taken, shall be signed by all Members.
- d. Except as otherwise specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and Bylaws, as the same may be amended from time to time.
- e. During the period of time that the Association is unincorporated, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meetings (if any) of the Members; provided, however, that prior to incorporation, without the written approval of the Declarant, no Member (other than Declarant) shall have a right to vote on any matter, or to call any meetings of the Members. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of incorporation and Bylaws, as the same may be amended from time to time.”

ARTICLE III

ASSESSMENTS

Section 1. Covenants for Assessments. The Declarant for each Lot owned by it within The Properties, hereby covenants and agrees, and each purchaser of any such Lot, by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay to the Association (or to an entity or collection agency designated by the Association): (i) annual assessments or charges (as specified in Section 3 hereof); (ii) special assessments for capital improvements and other purposes (as specified in Section 4 hereof), all of such assessments to be fixed, established, and collected from time to time as hereinafter provided; and (iii) individual special assessments levied against one or more Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of such Owner or Owners, his tenants (if applicable), and their respective family, agents, guests and invitees, and not caused by ordinary wear and tear (as specified in Section 11 hereof), all of such assessments to be fixed, established and collected from time to time as hereafter provided.”

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting and maintaining the recreational opportunities, beauty, comfort,

health, safety, and welfare of the owners of The Properties for the Owners, or any part thereof, and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Annual Assessment. Each Owner of any part of The Properties shall pay to the Association an annual assessment of Two Hundred and Fifty dollars (\$250.00). In addition, 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 collected by the title company at the time of closing. Vacant Lots or lots with newly constructed, but unsold, homes shall be assessed a rate of Twenty-Five dollars (\$25.00) per annum until the closing of the sale of the home. An increase in the rate of annual assessments is hereby authorized in excess of ten percent (10%) of the preceding year's annual assessments must be approved by the Members in accordance with Section 5 hereof. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount, and the Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus. Notwithstanding the foregoing, as to any residential structure financed by a mortgage insured by the VA or FHA, the maximum annual assessment per Lot for 1995 shall be no greater than that permitted by VA or FHA.

Section 4. Special Assessment. In addition to the annual assessment authorized by Section 3 of this Article III, the Association may levy, by vote of its members as set out in Section 5 hereof, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within the Common Areas, including the necessary fixtures and personal property related thereto, or for maintenances of the Common Area and improvements therein, or for carrying out other purposes of the Association as stated in the Articles of Incorporation.

Section 5. Vote Required for Special Assessment and Increase of Maximum Annual Assessment. Except as otherwise provided to the contrary in Section 3 hereof, any increase in the maximum Annual Assessment authorized by Section 3 hereof and any Special Assessment authorized by Section 4 hereof must be approved by two-thirds of the total eligible votes of each Class of voting members of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Commencement Date of Annual Assessment and Fiscal Year. Commencing with the year beginning January 1, 1996, and each year thereafter, each Member shall pay to the Association an annual assessment in such amount as set by the Board of Directors, at its annual meeting; provided, however, in no event shall any annual assessment be due for the period of time prior to January 1, 1996. The fiscal year of the Association shall be from January 1 to December 31, commencing January 1, 1996.

Section 7. Due Date of Assessments: No Offsets. One-half of the first annual assessment shall become due and payable on March 1, 1996, and shall be considered delinquent if not paid by March 25, 1996. The second half of the first annual assessment shall be due and payable on September 1, 1996, and shall be considered delinquent if not paid by September 25, 1996. The assessments for any year after the fiscal year commencing January 1, 1996 shall become due and payable as follows: one-half on March 1 of such year and delinquent if not paid by March 25 of such year; and one-half on September 1 of such year and delinquent if not paid by September 25 of such year. The due and delinquent date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. Notwithstanding anything to the contrary, the Board of Directors may, at their sole discretion, choose to consider and approve or deny requests for partial, deferred, or abated payments to the Association by any Owner. Such requests must be in writing, no less than thirty (30) days prior to the Due Dates of the

Assessments. Notwithstanding the foregoing, the Board of directors may provide that annual assessments shall be paid monthly, quarter-annually, semi-annually or annually on a calendar or fiscal year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual assessments to be paid by each Member and (iii) establish the date of commencement of the annual assessments. Written notice of the annual assessments to be paid by each Member and the date of commencement thereof shall be sent to each Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual assessment in such a manner as determined by the Board of Directors. The annual assessments shall include reasonable amounts, as determined by the Members or the Board, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Areas. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual assessments. All assessments, whether annual, special capital and special individual assessments, shall be payable in the amount specified by the Association, and no offsets against such amount shall be permitted for any reason. Annual, special capital and special individual assessments may be established, collected and enforced by the Declarant at any time prior to incorporation of the Association.

Section 8. Owner's Personal Obligation for Payment of Assessments. The annual and special assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest from the due date thereof at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate permitted by law, together with all costs and expenses, including attorney's fees, of collection.

Section 9. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 8 hereof and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner, and his heirs, devisees, personal representatives, and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for (1) tax liens, (2) first mortgage liens or first deed of trust liens of record, and (3) home improvement liens, securing in instance (2) or (3) sums borrowed for the purchase of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Association. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of this property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the offices of the County Clerk of Denton County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 7 above and may be enforced by the foreclosure of the defaulting owner's property by the Association, in like manner as a mortgage on real property, subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or otherwise, the owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of The Properties, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due, provided that mortgagees shall not be required to collect assessments, and failure to pay an assessment shall not be a default under any mortgage insured by the VA or FHA. Notwithstanding the foregoing, any lender pursuant to an extension of credit set forth

in subsection (2) or (3) above, shall not be responsible for Assessments prior to and until such time as such respective lender shall obtain fee simple title to the property covered by such lien.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including but not limited to, nonjudicial foreclosure pursuant to section 51.002 of the Texas Property Code, as it presently exists and is it may hereafter be amended, and such Owner hereby grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any assessment in accordance with this Declaration and/or the Bylaws.

Section 10. Common Areas Exempt. All Common Areas as defined in Article I, Section 1(b) hereof, and all portions of The Properties owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and liens created herein.

Section 11. Special Individual Assessments. The Board of Directors of the Association 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 of this Declaration, the Bylaws of the Association or any rules or regulations promulgated hereunder; or (iii) the payment of, or reimbursement to the Association, of any and all costs and expenses incurred by the Association, of any and all costs and expenses incurred by the Association in accordance with the provisions of Article IV, Section 7 and Article VI, Section 2 of this Declaration. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 11 shall belong to and remain with the Association.

Section 12. Loans and Advances to the Association. The annual assessments shall include such amounts as may be loaned or advanced by Declarant, any manager hired by the Association to conduct the daily affairs of the Association, or any other third party to cover operating shortfalls of the Association, including any and all interest due and payable with respect to said loans and/or advances and all costs and expense, if any, arising in connection therewith (collectively, the "Loans or the "Advances"). Such Loans or Advances shall be deemed obligations of the Association, and the Board of Directors shall include the same as a part of the costs and expenses of the Association incurred in the management and/or operation of The Properties and shall be included within the annual assessments to be fixed, established and collected from time to time as herein provided.

Section 13. Improvement and Maintenance of the Common Areas Prior to Conveyance to the Association. Initially, all improvement of the Common Areas shall be the responsibility of the Declarant and shall be undertaken by the Declarant at its sole cost and expense with no right to reimbursement from the Association. After the initial improvements to the Common Areas are substantially complete and until the date of the conveyance of the title to the Common Areas to the Association, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with the right of assessment against all Owners) of maintaining the Common Areas, including but not limited to, the payment of taxes on and insurance in connection with the Common Areas and the cost of repairs, replacements, and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for and management and supervision of, the Common Areas. In this regard, and until such time as the Common Areas are conveyed to the Association, all assessments collected by the Association (less such amount required for the operation of the Association) shall be forthwith paid by the Association to the Declarant, to the extent that such assessments are required by the Declarant to maintain

the Common Areas as set forth in this Section. The Association may rely upon a certificate executed and delivered by the Declarant with respect to the amount required by the Declarant to maintain the Common Areas hereunder.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation of Committee. The Association shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be appointed by the Board of Directors of the Association, subject to the following provisions of this Section 1. As long as there is a Class B membership, the appointment of the members of the Architectural Control Committee shall be appointed by Declarant, and any and all members of such committee may be removed by the Declarant without cause. After such time as there is no longer a Class B membership, the Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

Section 2. Function of Architectural Control Committee. No improvement, as that term in hereafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications in such form and detail as the Architectural Control Committee may deem necessary shall have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant and the Architectural Control Committee.

Section 3. Preliminary Plan Submissions. The Architectural Control Committee is authorized and empowered to and shall consider, review and comment on preliminary plans submitted in duplicate on an informal basis to assist Owners, builders and prospective purchasers of portions of The Properties in complying with applicable covenants and restrictions and to assist in the completion of feasibility studies undertaken by such persons or entities. If the preliminary plans and specifications are approved by the Committee, one set thereof will be retained by the Committee, and one complete set of plans will be marked "Approved" and returned to the Owner or builder. If found not to be in compliance with this Declaration, one set of such preliminary plans and specifications shall be marked "Disapproved," and returned accompanied by a reasonable statement of items found not to comply with these Covenants, Conditions and Restrictions. The Committee's approval or disapproval, as required herein, shall be in writing. If the committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, approval of the matters submitted shall be presumed. Comments on and approvals of preliminary plans and specifications shall be binding upon the Architectural Control Committee provided that conforming final plans and specifications are submitted within ninety (90) days of such preliminary comments or approvals.

Section 4. Final Plans and Submissions. Final plans and specifications for residential projects shall be submitted in duplicate to the Committee prior to the construction of any improvements. The plans and specifications shall include, to the extent applicable to the proposed improvements as determined by the Architectural Control Committee, the following:

- a. A site plan showing the "footprint" of the building and showing the location of all existing trees with a caliper exceeding three inches (indicate size and type) and proposed improvements, including but not limited to structures, patios, driveways, fences and walls. Existing and finished grades shall be shown at property corners and at corners of proposed improvements.

- b. Exterior elevations of all proposed buildings and structures.
- c. A description of exterior materials, colors, textures and shapes of all buildings and structures.
- d. Landscape plan including walkways, fences, walls, details, elevations changes, watering systems, vegetation and ground cover.
- e. Utility connections, including meters and routing of electrical, gas and telephone and television cables.
- f. Exterior illumination, if any, including location.
- g. Dimensional floor plan of all enclosed spaces and any garages.
- h. Mailbox location and design.
- i. Such other matters as may be required by the then applicable zoning code of the City of Carrollton or such other municipal or governmental authority having jurisdiction over The Properties.
- j. Any other data or information requested or deemed reasonably necessary by the Architectural Control Committee.

The Committee may defer the date for submission of any of the matters described in Section 4 by notice in writing to the person or entity requesting such deferral of the submission date.

Section 5. Approval Procedure. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications will be retained by the committee, one complete set of plans will be marked "Approved" and returned to the Owner or his designated representative. If found not to be in compliance with this Declaration, one set of such plans and specifications shall be marked "Disapproved," accompanied by a reasonable statement of items found not to comply with this Declaration. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, approval of the matters submitted shall be presumed. Any material modifications or changes to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. Material modifications or changes in plans and specifications for residential improvements must be approved or disapproved in writing within ten (10) business days or such modifications or changes shall be deemed to be approved. The committee is authorized and empowered to consider and review any and all aspects of construction, construction of other improvements and location, quality and quantity of landscaping on the properties, which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Property. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods and materials that may be permitted, in accordance with the reasonable opinion of the Committee.

All improvements approved by the Committee shall be diligently commenced after obtaining all necessary governmental approvals therefor and thereafter shall be pursued to completion.

Section 6. Design Guidelines The Committee may, from time to time, publish and promulgate additional or revised Design Guidelines (herein so called), and such Design Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications. In any event, such Design

Guidelines shall not be binding upon the Committee and shall not constitute, in any event, the basis for approval or disapproval of plans, specifications and other materials submitted to the Committee for approval.

Section 7. Nonconforming and Unapproved Improvements. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Article IV. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal, and levy the amount of the cost thereof as a special individual assessment against the Property upon which such improvements were commenced or constructed.

Section 8. No Liability. Neither Declarant, the Association, the Committee, and the Board nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every Owner of any of The Properties, agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees and agents of any of the Association to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waive the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 9. Inspection. After reasonable notice to the Owner, any member or agent of the Committee may from time to time at any reasonable hour or hours enter and inspect any property subject to the jurisdiction of said Architectural Control Committee to confirm improvement or maintenance in compliance with the provisions hereof.

Section 10. Governmental Authorities. Declarant, its successors and assigns, and all future Owners and their successors and assigns by their acceptance of their respective deeds, and the Association shall be bound by and subject to all laws, ordinances, rules or regulations. No improvements or addition or change or alteration thereof shall be constructed, erected, placed, altered or maintained on The Properties, including the Common Area, which is in violation of the laws and ordinances of the City of Carrollton, Texas, or any other applicable governmental laws, rules or regulations. Notwithstanding anything to the contrary herein contained, Declarant, the Association, the Committee, and their respective officers, directors, agents and employees shall have no obligation to enforce or report the violation of any such law ordinance, rule or regulation.

Section 11. No Liability for Design Defects. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Committee, the members thereof, nor the Association assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only and not to exceed two (2) stories and thirty-five (35) feet in height. Except as hereinafter provided

with respect to model homes, each residence shall have a fully enclosed garage for not less than two (2) cars, which garage shall be available for parking automobiles at all times without any modification being made to the interior of said garage. The garage portion of any model home may be used by the builders for sales purposes, storage purposes and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, garage apartments, apartment houses, rooming houses, hotels, or communes; and no Lot shall be used for educational, religious, institutional, or professional purposes of any kind whatsoever. No building of any kind or character shall ever be moved onto any Lot within said Subdivision.

Section 2. Minimum and Maximum Square Footages within Improvements. The living area of the main residential structure located on any Lot, exclusive of porches and parking facilities, shall be as follows:

- a. For all residential structures built on Lots located in a zoning district classified as "PH" or "Patio Home" by the City of Carrollton, Texas and the Conceptual Master Plan for Indian Creek Ranch, the living area shall be no less than that required by the City of Carrollton.
- b. For all residential structures built on Lots located in a zoning district classified as "SF 7/16" by the City of Carrollton, Texas and the Conceptual Master Plan for Indian Creek Ranch, the living area shall be no less than 1,600 square feet.
- c. For all residential structures built on Lots located in a zoning district classified as "SF 8.4/18" and "SF 10/18" by the City of Carrollton, Texas and the Conceptual Master Plan for Indian Creek Ranch, the living area shall be no less than 1,800 square feet.

Section 3. Use Limitations. The following uses of sites are not permitted:

- a. Offensive Activities. No noxious or offensive activity shall be conducted on any property, nor shall anything be done thereon which is or may become an annoyance or nuisance to the other property owners. The Architectural Control Committee, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes, and further provided that they do not become any annoyance or nuisance to other property owners. No resident of any Lot shall permit any dog, cat or other domestic pet under his ownership or control to leave such resident's Lot unless leashed and accompanied by a member of such resident's household. Each Lot shall be maintained in a sanitary condition free of offensive or unsanitary accumulations of pet waste by the Owner of the Lot. No exterior speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used or placed on a Lot. Activities expressly prohibited, without limitation, include (1) the use or discharge of firecrackers or other fireworks within The Properties, (2) the storage of flammable liquids in excess of five gallons, (3) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion, (4) hunting, trapping and discharge of firearms or (5) activities which affect adversely the health, safety, or property values of the Owners.
- b. Use. No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted or carried on The Properties or any part thereof,

or in any building or other structure erected thereon, save or except sales and construction management offices with the prior written approval of the Architectural Control Committee and compliance with applicable zoning ordinances.

- c. Temporary Structures. The Declarant reserves the exclusive right to permit Owners the right to erect and maintain facilities in and upon The Properties for the sole purposes of construction. Such facilities may include, but not be limited to, construction trailers, storage areas, signs and portable toilet facilities. Declarant, Owners and builders shall also have the temporary right to use a residence situation on a property as a temporary office or model home during the period of and in connection with construction and sales operations of The Properties, but in no event shall a builder or Owner have such right for a period in excess of one hundred and twenty (120) days from the date of substantial completion (as defined by the American Institute of Architects) of his last residential structure on the Property.

Except as permitted above, no temporary structures as listed below shall be placed or erected upon The Properties without the sole and exclusive written consent of the Declarant: trailer, mobile/modular pre-fabricated home, tent, barn, or storage shelter.

- d. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted on The Properties or upon any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- e. Antennas and Flagpole. No radio or television aerial wires or antenna, or permanent flagpole(s), shall be maintained on any portion of any Lot forward of the main ridgeline of the house or forward of the midpoint of the main ridge in the case of a house whose main roof ridge line is not parallel to the front lot line. Furthermore, all radio or television aerial wires or antenna shall be placed inside all residential structures. Television satellite reception discs shall be screened by a fence or other similar facility, so as to conceal them from view or any public street or Common Area.
- f. Wind Generators. No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or public street.
- g. Solar Collectors. No solar collector shall be installed without the prior written approval of the Architectural Control Committee. Such installation shall be in harmony with the design of the residence. Solar collectors shall be installed in a location not visible from the public street or Common Area.
- h. Carports. No carports shall be erected or permitted to remain on any Lot without the express prior written approval of the Architectural Control Committee.

Garage Doors Garage Doors visible from any street shall be kept in the closed position when the garage is not being used by the Owner or occupant.

- j. Vehicle Storage. Except as hereafter provided, any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper, golf cart, motorcycle, recreational vehicle or any vehicle other than a conventional automobile shall be stored, placed or parked within the garage of the Owner owning same and concealed from view of other Owners, unless the Architectural Control Committee, in its sole discretion, directs otherwise. For purposes of this paragraph, the term "conventional automobile" shall be deemed to include

conventional passenger vehicles, passenger vehicle truck (3/4 ton or less), and non commercial passenger vans.

Property owners who do home repair work to their vehicles outside of their garages must return the vehicle under repair back to the garage at the end of the day. Street repair and maintenance to automobiles is not permitted.

- k. Trash. Trash or garbage containers shall only be permitted to be placed outside a maximum of two times each week for 12 hours. The Association shall have the right to contract for garbage collection and bill each Owner monthly for such service. No Lot shall be used or maintained as a dumping ground for trash.
- l. Window coverings. All windows facing a street on any residential structure shall have draperies or shutters installed within six (6) months of occupancy by the resident and/or owner.
- m. Recreational equipment. No recreational equipment, including but not limited to swing sets, skate board or bicycle ramps or basketball nets, shall be permitted in the front yard of any residential structure.
- n. Construction materials. During and after construction of any residential structure, no construction materials shall be stored in or upon streets or alleys.
- o. Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other structures as approved in writing by the Architectural Control Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures which have been previously approved in writing by the Architectural Control Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be included in the Final Plan and approved in writing by the Architectural Control Committee.
- p. Chemical Fertilizers, Pesticides or Herbicides. No commercial chemical fertilizer, pesticides or herbicides other than those approved by the Architectural Control Committee shall be used on any Lot. This provision in no way limits the use of those products which are readily available for consumer use and approved by an agency, such as the Food and Drug Administration, for the purposes intended.
- q. General. Any use which is contrary to law or this Declaration.

Section 4. Minimum Setback Lines. All setback lines shall be in accordance to the City of Carrollton Zoning Ordinance. No structure may be placed within the setback lines, except that the following improvements are allowed within minimum setback areas:

- a. Structures below and covered by the ground;
- b. Steps, walks, driveways, and curbing;

- c. Retaining or screening walls as approved by the Architectural Control Committee;
- d. Landscaping;
- e. Any other improvement approved in writing by Declarant, provided that roofed structures other than relatively minor encroachments shall in no event be so approved.

Section 5. Exterior Lighting. Any Owner or builder desiring exterior lighting on a residence shall submit a lighting plan showing all locations, spacing, standard types and light type and sizes for approval by the Architectural Control Committee, provided that Christmas lights shall be permitted without prior approval during the month of December each year, and provided further that such lights must be removed by January 15 of each year. No exterior light shall be installed or maintained within the Property that is found to be objectionable by the Architectural Control Committee. Upon notice by the Committee that any exterior light is objectionable, the Owner of the Property on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

Section 6. Signage. No sign or signs shall be displayed to the public view on any property except that:

- a. Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the properties;
- b. Any builder, during the applicable initial construction and sales period, may utilize one professional sign (of not more than four (4) square feet in size) on each Lot owned or under contract to purchase by such builder for advertising and sales promotion;
- c. Thereafter, a dignified "for sale" sign (of not more than four (4) square feet in size), acceptable to the Architectural Control Committee, may be utilized by the Owner of the respective property for the sale of the property;

Notwithstanding anything herein contained to the contrary, the Architectural Control Committee shall have the right to regulate the number, style, colors, and quality of all builder signage in and throughout The Properties in order to promote and encourage the coordinated and harmonious marketing and merchandising of The Properties. Builders shall be required to submit to the Committee for review and written approval all on and off premises signage promoting and/or using the name "Indian Creek Ranch" and/or any subdivision name of developments located in Indian Creek Ranch. No paper or cardboard signs will be permitted on any Lot and any and all signs, if allowed, shall comply with all sign standards of the City of Carrollton, Texas, as such standards may be applicable of the Property.

Section 7. Landscape.

- a. Intent. It is the intent of these regulations to recognize, utilize and supplement the existing landscape and visual resources by retaining the natural character of the site. It is the further intent to structure a viable introduced landscape, ensuring consistent quality and providing for visual harmony through color and textural variety.
- b. Landscape and Irrigation.
 - i. EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION AND CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL

MOVEMENT. If the Owner fails to exercise these precautions, damage or settlement to the foundation may occur. Although not required, Owners, are highly encouraged to install and maintain a full irrigation system around the home to ensure even, proportional, and prudent watering around the foundation. Accordingly, by Owner's acceptance of a warranty deed to any Lot, Owner, on behalf of Owner and Owner's legal representatives, successors and assigns, hereby acknowledge that the developer, Declarant, Association, and Architectural Control Committee shall not be responsible or liable for any damage or settlement to the foundation or any other part of the residence constructed on said Lot and hereby releases and forever discharges, developer, Declarant, Association, and Architectural Control Committee, and their respective shareholders, members, officers, directors, partners, employees, agents, representatives, affiliates, attorneys, successors and assigns, of and from any and all claim for the relief and/or causes of actions, liabilities, damages and claims whatsoever, known or unknown direct or indirect, arising from or relating to the foundation and/or the residence constructed upon the Lot, including but not limited to any damage thereto caused by and/or related in any fashion to the soil condition upon which the same are constructed and/or from the failure or improper or uneven watering of the Lot, inadequate grading or drainage facilities to carry water away from the foundation, or planting of improper vegetation within the perimeter of the drip line. The Owner of any Lot, and the Owner's legal representatives, successors and assigns, shall assume all risk and consequences to the residential structure, including but not limited to those arising or relating to the soil condition in and around the Lot, the failure of the Owner or any other person or entity to exercise prudent maintenance procedures and/or the Owner's negligence in protecting and maintaining the integrity of the foundation and structure of the residence.

- ii. Landscape Minimums.
- iii. Revisions. There shall be no revisions made to the plans without resubmittal to and approval by the Architectural Control Committee of the revised plan.

c. Existing Vegetation.

- i. General. Existing vegetation shall be deemed to be trees, 3" caliper and above. With the exception of existing vegetation that is located in the building pads, utility easements, driveways, and sidewalks, there shall be no disruption of site or existing vegetation prior to landscape plan approval by the Architectural Control Committee.
- ii. Protection During Construction. Existing trees shall be preserved and protected to the fullest extent reasonably possible for the intended development. Relief from protection of major trees shall be at Declarant's discretion. Existing trees to be saved shall be pruned and treated for diseases and insects in keeping with good arboriculture practice. Building or paving operations occurring adjacent to existing trees to be saved shall be in accordance with the Design Guidelines. Builders shall be available at all reasonable times for on-site inspections of tree conditions by the Architectural Control Committee.
- iii. Replacement of Existing Trees to be Demolished.

Demolition of existing trees shall mean any operation, including transplanting, which removed, uproots or renders the tree incapable of sustaining a healthy and thriving condition.

Any tree that is deemed by the Architectural Control Committee to be unnecessarily demolished shall be replaced with a tree selected from the Ranch Plant Palette (see Design Guidelines) according to the following chart:

<u>Existing Tree to be Demolished</u>	<u>Replacement Tree</u>
6" + cal. to 12" cal.	One 4" cal., 14' ht., 6' spr.
12" + cal. to 18" cal.	Two 4" cal., 14' ht., 6' spr.
18" + cal. to 24" cal.	Three 4" cal., 14' ht., 6' spr.
24" cal. and up	Four 4" cal., 14' ht., 6' spr.

Note: No tree shall be demolished prior to specific written approval of the Architectural Control Committee.

- d. Introduced Vegetation. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or turf grasses which are commonly used in North Central Texas for landscaping purposes. Fruit, nut and vegetable bearing plants shall not be considered as common landscaping plants. Applicable standard references shall be current edition Hortus Third, 1976, and the current edition American Standard for Nursery Stock.

e. Landscaping.

- i. General. Landscaping shall mean any proposed modification to the site including but not limited to land forming and berming, irrigation systems, landscape subsurface drainage systems, paving, site furnishings, nonstructural retaining walls and introduced vegetation according to the plan approved by the Architectural Control Committee.
- ii. Construction Time Limit. Landscaping in accordance with the plan shall be installed within 60 days after the date the City of Carrollton issues the Certificate of Occupancy. Extensions to the time limit may be granted by the Architectural Control Committee on a case by case basis. Application for extension must be made 30 days prior to current approved date of completion. Under no circumstances may the total time period extend beyond 120 days.

Either permanent turf grass or Winter Rye shall be established in all turf areas within 60 days of issuance of Certificate of Occupancy. Winter Rye shall be considered a temporary measure to reduce soil erosion through the winter season. It shall be completely demolished and replaced with turf grass according to the approved landscape plan by June 1 of the following year.

Trees and shrubs shall be planted within the approved construction time limit, the season notwithstanding.

- iii. Maintenance. Landscaping which has been installed on any property, including temporary landscaping, shall be properly maintained at all times.

Recommendations by the Architectural Control Committee with respect to tree disease control must be followed immediately. Grasses and weeds shall at no time be allowed to exceed 6" in developed areas.

- iv. Required Landscaping. The land use listed below shall be landscaped with the following numbers of shade trees. The shade trees shall be no smaller in size than 3" caliper and have a minimum height of eight feet.

<u>Land Use</u>	<u>Required Numbers of Trees</u>
Single Family (by builders or owner of house)	Two per front yard within 10 ft. of the R.O.W. (four for corner lots; two on the front side and two on the side)

All land users shall be required to landscape front yards, side yards, and adjacent to builder foundations. Trees, shrubs, ground cover, seasonal color and turf grass shall be used in these areas to achieve the landscape intent for the land use according to the Design Guidelines. Note: Refer to Screening Section 8 of Article V for required landscaping for screening situations.

Section 8. Screening.

- a. Intent. It is the intent of these regulations to provide for a pleasing and consistent visual experience throughout the Indian Creek Ranch development while providing alternatives of method and material to allow for design flexibility and visual variety.
- b. Landscape as Screening. Where the screen height is to be achieved with landscaping, it may be attained with any combination of retaining walls, berms and shrubs. The screen height shall be fully achieved at the time of landscaping. All shrubs shall be evergreen, shall not be planted farther than 36" on center and shall create a solid screen within one growing season.
- c. Fences.
 - i. Single family fences. Fences may be used to screen rear and side yards on single family lots. Where fences are constructed adjacent to any school or open space, the fence shall be constructed with face toward the open space according to Design Guidelines.

Section 9. Construction Standards. All structures shall meet the following requirements (except as may be modified by the Architectural Control Committee).

- a. Roofs. The use of various roofing materials within The Properties shall be permitted; however, no roofing materials shall be used without first obtaining the Architectural Control Committee's approval of same. The Architectural Control Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property. Minimum roof pitch allowed in single family homes shall be in 6:12 pitch.
- b. Exterior Building Materials. Exterior building materials and colors (including garage doors and trim) must be approved by the Architectural Control Committee. In addition, the exterior of improvements shall conform to the following:

- i. Residential improvements shall not be adorned with stylistic ornamentation or details that are out of character with the community image.
 - ii. Chain link or other wire fabric fences will not be allowed except temporarily as a container at construction sites.
 - iii. Exterior wall surface materials shall be limited to two approved materials, excluding trim, unless otherwise approved in writing by the Architectural Control Committee.
 - iv. Residential, total exterior walls must have a minimum of 70% masonry coverage on any side and no less than 70% masonry coverage for the entire structure (coverage excludes window and door openings), provided that (i) any wall of a residential structure that backs or sides to a four-lane street (be it divided or undivided) shall be 100% masonry, and (ii) the walls facing the streets on any residential structure on a corner lot shall be 100% masonry.
 - v. Stucco exterior walls shall be prohibited unless specifically approved by the Architectural Control Committee.
 - vi. No above ground level swimming pool may be installed on any lot, and any swimming pool shall be designed and engineered in compliance with the City of Carrollton Building Code.
 - vii. Uniform cast stone signs shall be used on residential structures and in accordance with the Design Guidelines.
- c. Foundations. No more than eighteen (18) inches of vertical surface can be exposed and foundations must be screened according to Section 8 above.
- d. Mailboxes. All mailboxes shall be architecturally integrated with the individual residential project and shall be of similar construction and form to said residential project and in accordance with the Design Guidelines. All mailboxes and masonry housings shall be constructed in accordance with USPS specifications for height and distance from the curb.
- e. Utilities.
- i. All residential Lots shall be provided with natural gas lines, and all residential units shall have gas appliances for heating and water heating. Improvements situated on a property shall be connected to the water and sewer lines as soon as practicable after same are available at the property line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the prior written approval of the Architectural Control Committee.
 - ii. All telephone, electric, cable, or other service lines shall be installed underground and shall meet all requirements of the City of Carrollton, Texas.
- f. Paint. All painted improvements and other painted structures on each property shall be repainted by the Owner thereof at his sole cost and expense as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such property or improvement. The approval of the Architectural Control Committee otherwise required

for improvements under Article IV shall not be required for improvements under Article IV shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of any paint thereon is altered.

- g. Construction Period. Once commenced, construction shall be diligently pursued to the end that it may not be left in a partially completed condition any longer than reasonably necessary.
- h. Excavation. No excavation shall be made except in conjunction with construction of an improvement. When such improvement is completed, all exposed openings shall be back filled and graded.

ARTICLE VI

MAINTENANCE

Section 1. Duty of Maintenance. Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned and occupied, including buildings, improvements, grounds or drainage easements or rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Required maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, dead vegetation, refuse and waste;
- b. Lawn mowing and trimming on a regular basis (maximum grass height for developed properties is 6 inches);
- c. Tree and shrub pruning;
- d. Watering landscaped areas;
- e. Keeping exterior lighting facilities in working order;
- f. Keeping lawn and garden areas alive, free of weeds, and attractive;
- g. Keeping driveways in good repair;
- h. Complying with all government health and police requirements;
- i. Repair of exterior damages to improvements;
- j. Cleaning of abutting landscaped areas lying between public right-of-way lines and Lot lines unless such streets, waterways or landscaped areas are expressly designated to be Common Areas maintained by applicable governmental authorities of the Association;
- k. Backwashing of swimming pools will be prohibited upon any adjoining property (public or private) and must be directly connected to the appropriate drainage system.

Section 2. Enforcement. If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the

care or make arrangements with the Association for making the repairs and maintenances required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, after approval by 2/3 vote of the Board of Directors of the Association, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of the Property on which such work is performed shall jointly and severally be liable for the cost of such work (such costs constituting a special individual assessment as specified in Article II, Section 11 hereof) and shall promptly reimburse the Association with thirty (30) days after receipt of a statement for such work from the Association. If reimbursement to the Association is not made within the thirty (30) day period provided then said indebtedness shall be a debt of all said persons jointly and severally, and shall constitute a lien against that portion of the Property on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE VII

COMMON AREAS

Section 1. Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every Member of the Association shall have the right and easement of enjoyment in and to the Common Areas, which right and easement is appurtenant to the Lots. If ingress and egress to any Lot is through the Common Areas, the Owner of such Lot shall have an easement of access across and upon the Common Areas to his Lot, and any conveyance of the Common Areas shall be subject to such access easement.

Section 2. Title to Common Areas and Insurance. Declarant shall convey ownership of the Common Areas to the Association which shall then be responsible for their operation and maintenance, within five years after such Common Areas shall become part of the Properties identified in Exhibit "A" of this Declaration. Any mortgage, pledge, or other conveyance of Common Areas shall require approval of a 2/3 vote of each class of membership. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Areas against loss or damage by fire and other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of the Common Areas in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its members or agents, and may, at the discretion of the Board of Directors, obtain directors' and officers' liability insurance. The public liability policy shall have at least a Five Hundred Thousand Dollar (\$500,000.00) per person limit, as respects bodily injury, a One Million (\$1,000,000.00) Dollar limit per occurrence, and a One Million Dollar (\$1,000,000.00) minimum property damage limit. Premiums for all insurance on the Common Areas shall be at the expense of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The Association shall insure all insurable improvements upon the Common Areas. Prior to the date the Common Areas are conveyed to the Association, the Declarant shall retain the right to sell portions of the Common Areas to Owners if Declarant, in its sole discretion, deems such sale to be for the best interest of the development.

Section 3. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to prescribe rules and regulations of the use, enjoyment, and maintenance of the Common Areas;

- b. The right of the Association to mortgage, sell and convey the Common Areas, or any part thereof, provided such sale or conveyance is approved by two-thirds of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting;
- c. The right of the Association to borrow money for the purpose of improving the Common Areas, or any part thereof;
- d. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas, or any part thereof, against foreclosure;
- e. The right of the Association to suspend the easements of enjoyment of any member of the Association during which time any assessment levied under Article III hereof remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- f. Liens of mortgages placed against all or any portion of the Common Areas with respect to monies borrowed by the Declarant to develop and improve the Common Areas or by the Association to improve or maintain all or any portion of the Common Areas;
- g. The right of the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance for all or a portion of the Common Areas or providing materials and services consistent with the purposes of the Association;
- h. The right of the Declarant or the Association, subject to approval by written consent of the Member(s) having a majority of the outstanding votes of the Member(s), in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility company for such purposes and upon such conditions as may be agreed to by such Members;

The right of the Declarant or the Association, at any time, to make reasonable amendments to any plat, as it deems advisable, in its sole discretion. All Members are advised that a portion of the Common Areas may be located within the platted and dedicated public rights-of-way and in connection therewith the public shall have rights of use and enjoyment of Common Areas located within the public rights-of-way;
- j. The easements herein granted to the Members shall not give such person or persons the right to make alterations, additions or improvements to the Common Areas; and
- k. With respect to any and all portions of the Common Areas, Declarant, until Declarant no longer owns record title to any portion of the Properties or the twentieth (20th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Denton County, Texas, whichever is the first to occur, shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by the City of Carrollton, or other governmental agency having appropriate jurisdiction over the Common Areas) to: (i) alter, improve, landscape and/or maintain the Common Areas; (ii) rechannel, realign, dam, bridge, bulwark, culvert and otherwise employ or utilize construction and/or engineering measures and activities of any kind or nature whatsoever upon or within the Common Areas; (iii) zone, rezone, or seek and obtain variances or permits of an kind or nature whatsoever upon or within

the Common Areas; (iv) replat or redesign the shape or configuration of the Common Areas; and (v) seek and obtain any and all permits, licenses or exemptions from any and all governmental agencies exercising jurisdiction over the Common Areas and/or the use or activities thereon.

Section 4. Limitation of Liability. The Common Areas may be subject to storm water overflow, natural bank erosion, and other natural or man-made events or occurrences to extent which cannot be defined or controlled. Under no circumstances shall Declarant or any officer of the Association or member of the Board of Directors ever be held liable for any damages or injuries of any kind or character or nature whatsoever resulting from: (i) the occurrence of any natural phenomena; (ii) the failure or defeat of any structure or structures situated on or within the Common Areas; and (iii) any act, conduct, omission or behavior of any individual, group of individuals, entity or enterprise occurring on, within or related to the Common Areas.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. Duration. This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every owner of any part of The Properties, including Declarant, and their respective legal representatives, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 1, 2024, after which time said covenants shall be automatically extended for successive periods of five (5) years unless a change (the word "change including additions, deletions, or modifications, thereto, in whole or in part) is approved by seventy-five (75%) of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting; PROVIDED, HOWEVER, that no such change shall be effective until one (1) year following the vote referred to above, nor shall any such change be effective prior to the recording of a certified copy of such resolution in the Deed Records of Denton County, Texas.

Section 2. Amendment. This Declaration may be amended or terminated at any time prior to December 1, 2024, by (i) ninety percent (90%) of the total eligible votes of each class of voting members voting separately or (ii) by the Declarant, at any time as Class B membership shall still exist, in the Declarant's sole opinion. Thereafter, all Articles may be amended or terminated at any time by seventy-five percent (75%) of the total eligible votes of the membership voting together. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to December 1, 2024. Notwithstanding the forgoing, Declarant may amend this Declaration at any time to (i) correct typographical and grammatical errors, and (ii) in order to comply with governmental requirements for approval of The Properties. Any such amendment or termination shall become effective when an instrument is filed for record in the Deed Records of Denton County, Texas, with the signatures of the requisite number of the owners of The Properties (and the signature of Declarant if prior to December 1, 2024).

Section 3. Enforcement. Any Owner shall have the right to enforce, and the Association shall have the right (but not the obligation) to enforce any of the covenants and restrictions set out in this Declaration. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these

covenants; and failure by the Association or any owner to enforce any lien created by these covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, section, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

Section 5. Notice. Wherever written notice to a Member (or Members) is permitted or required hereunder, such shall be given by the mailing of such to the Member at the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be sent to the Member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

Section 6. Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 7. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3) of the votes of each class of membership of the Association.

Section 8. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 9. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Declarant and the Association, and their respective heirs, executors, administrators, successors and assigns.

ARTICLE IX

CITY OF CARROLLTON PROVISIONS

Section 1. As required by the City of Carrollton, the following statements are hereby declared a part of these Covenants, Conditions, and Restrictions.

- a. The owner of fee simple title to every individual lot of land within the subdivision must be a member of the homeowner s Association.
- b. The homeowners Association has the authority to collect membership fees.
- c. The homeowners Association is responsible for the maintenance of all Common Areas and non-required screening walls.

- d. The homeowners Association hereby grants to the City of Carrollton the right of access to Common Areas to abate any nuisances thereon, and attached a lien for the prorated cost of abatement upon each individual lot.
- e. The homeowners Association hereby indemnifies and shall hold the city of Carrollton harmless from any and all costs, expenses, suits, demands, liabilities, or otherwise including attorney's fees and costs of suit, in connection with the City of Carrollton's maintenance of the Common Areas.

Any revisions or changes to Article IX shall require the consent and written approval of the City of Carrollton.

ARTICLE X

RIGHTS OF CERTAIN MORTGAGES AND MORTGAGE INSURERS

The provisions within this Article are for the primary benefit of:

- a. the owners and holders of Institutional Mortgages which are required to satisfy the applicable requirements of FHA, VA, FNMA, FLMC and other similar governmental, quasi-governmental and nationally recognized public and/or private sources of end financing (such mortgages sometimes collectively referred to herein as "Eligible Mortgagees" and their mortgages referred to as "Eligible Mortgages"); and
- b. the insurers, guarantors, participants and subsidiaries of the Eligible Mortgages, sometimes collectively referred to herein as the "Eligible Insurers."

To the extent applicable, necessary or proper, the provisions of this Article X apply not only to this Declaration but also to the Articles of Incorporation and Bylaws of the Association. This Article is supplemental to, and not in substitution of, any other provisions of this Declaration, the Articles of incorporation and Bylaws, but in the event of ambiguity or conflict, this Article shall control.

Section 1. Notices of Action. An Eligible Mortgagee or Eligible Insurer who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and a reasonable description of the Dwelling Unit covered by the Eligible Mortgage) will be entitled to receive timely written notice of:

- a. any proposed termination of the Association;
- b. any condemnation loss or any casualty loss which affects a material portion of the Properties or which materially affects any Dwelling Unit on which there is an Eligible Mortgage held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- c. any delinquency in the payment of Assessments or changes owed by an Owner of a Dwelling Unit subject to the Eligible Mortgage of such Eligible Mortgagee or Eligible Insurer, where such delinquency has continued for a period of sixty (60) days;
- d. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or

- e. any proposed action which would require the consent of the Eligible Mortgagees as required herein below.

Section 2. Joinder to Documents.

- a. Eligible Mortgagees who have requested the Association to notify them concerning any proposed action that requires the consent of a specified percentage of Eligible Mortgagees also have the right to join in the decision making about certain amendments to this Declaration. Amendments of a material nature (as defined below) shall be agreed to: (i) as delineated in Article VIII, Section 2 of the Declaration, and (ii) Eligible Mortgagees representing at least fifty-one (51 %) percent of the Dwelling Units that are subject to Eligible Mortgages. A substantive change to any of the following shall be considered a material:
- voting rights;
 - Assessments, Assessment liens, or subordination of Assessment liens;
 - reserves for maintenance, repair, and replacement of Common Facilities;
 - responsibility for maintenance and repairs;
 - boundaries of any Lot covered by an Eligible Mortgage;
 - convertibility of Dwelling Units into Common Facilities or visa versa;
 - expansion or contraction of the Properties, or the addition, annexation, or withdrawal of the property to or from the Properties;
 - insurance or fidelity bonds;
 - leasing of Dwelling Units;
 - imposition of any restrictions on a Dwelling Unit Owner's right to sell or transfer his or her Dwelling Unit;
 - a decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;
 - any action to terminate the legal status of the Properties after substantial destruction or condemnation occurs, or
 - any provisions that expressly benefit Eligible Mortgagees or Eligible Insurers.

Additions or amendments such as the condition of a technical error or the clarification of a statement shall not be considered or construed as being "material".

- b. If and when the Dwelling Unit Owners are considering termination of the coverage of this Declaration over the Properties for reasons other than substantial destruction or condemnation, the Eligible Mortgagees representing at least sixty-seven percent (67%) of the mortgaged Dwelling Units in the Properties shall agree.

Section 3. Special FHLMC Provision.

- a. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the other Sections of this Article. Unless two-thirds (2/3) of the eligible Mortgagees or Owners give their consent, and subject to the condition that any proposed action of the Association purportedly covered by the following requirements shall be material and adverse, the Association shall not:
- i. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Facilities which the Association owns, directly or indirectly (but the granting of easements for public utilities or for other public purposes consistent with the intended use of the development shall not be deemed a transfer);
 - ii. change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner;
 - iii. by act or omission charge, waive or abandon any scheme of regulations or enforcement thereof pertaining to the exterior appearance and maintenance of Dwelling Units and of the Common Facilities;
 - iv. assign any future income of the Association, including its right to receive Assessments;
 - v. fail to maintain fire and extended coverage insurance on assets owned by the Association, if required by this Declaration; or
 - vi. use hazard insurance proceeds for any Common Facilities losses for other than repair, replacement or reconstruction of such properties.

The provisions of this Section 3 shall not be constructed to reduce the percentage vote that be obtained from Eligible Mortgagees or Owners when a larger percentage vote is otherwise required for any of the actions described in this Section.

- b. Eligible Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas (if any) and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Area, and Eligible Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 4. Approval of Amendments. The failure of an Eligible Mortgagee or Eligible Insurer to respond within thirty (30) days to any written request of the Association for approval of an addition or amendment shall constitute an implied written approval of the addition or amendment.

Section 5. Inspection of Books. The Association shall have current copies of the Declaration, Articles of Incorporation, Bylaws, rules and regulations, books records and financial statements available for inspection by Dwelling Unit Owners and by Eligible Mortgagees and Eligible Insurers during normal business hours or under other reasonable circumstances.

Section 6. Financial Statements. The Association shall provide any eligible Mortgagee or eligible Insurer which submits a written request with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant, at the expense of the Association, if any Eligible Mortgagee or Eligible Insurer submits a written request for it.

Section 7. Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors and maybe enforced by any of them by any means, at law, or in equity.

Section 8. Attendance at Meetings. Any authorized representative(s) of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting of the Association which an Owner may attend.

Section 9. Conflicts. If any provision contained in this Declaration shall ever conflict with any legal requirement of the Eligible Mortgagees, such legal requirement shall control and this Declaration shall be automatically be amended such that the conflicting provision shall meet the minimum requirements of such legal requirements.

Section 10. Exhibit "A" of the Declaration is hereby deleted and replaced with Exhibit "A" attached to this [First] Amendment and incorporated herein by reference.

Section 11. Exhibit "B" of the Declaration is hereby deleted and replaced with Exhibit "B" attached to this [First] Amendment and incorporated herein by reference.

Section 12. HUD/VA Approval. As long as there is a Class B membership, the following actions shall require the prior approval of the Federal Housing Administration or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the mortgage on any Lot: annexation of additional property other than that described on Exhibit "B," dedication of Common Areas, mortgaging of Common Areas, or material amendment of this Declaration.

ARTICLE XI

GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The affairs of the Association shall be conducted by its Board of directors (the "Board"). Prior to the incorporation of the Association, the Declarant shall select and appoint the Board of Directors, each of whom shall be a Class A or Class B Member, or an officer, employee, representative or agent of a Class A or Class B Member. From and after the effective date of the Association s incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of The Properties, the Common Areas and the Owners, shall provide and pay for, out of the fund(s) collected by the Association pursuant to Article III above, the following:

- a. Care and preservation of the Common Areas and the furnishing and upkeep of any desired personal property for use in the Common Areas. Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from reserve fund(s) as specifically provided in Section 5 of this Article.
- b. Care and maintenance of the streets, landscaping, screening walls and entry features which may be constructed by Declarant on the Common Areas or on private property. Maintenance includes all repair, rebuilding or cleaning deemed necessary by the Board of Directors.
- c. Should the Board so elect, maintenance of exterior grounds, drives, streets, and access areas, including care of trees, shrubs, grass, the exact scope of which will be further specified by the Boards from time to time. In particular, the Board shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are

located on the Common Areas and/or the Lots, except for landscaping and other like improvements which are located within rear yards or side yards, enclosed by solid fence, which shall be maintained by the individual Lot Owner. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

- d. The services of a person or firm to manage and/or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.
- e. Legal and accounting services.
- f. A policy or policies of insurance ensuring the Association, its officers and directors against any liability to the public or to the Owners (and/or their invitees or tenants) incident to the operation of the Association, including, without limitation, officers' and directors liability insurance.
- g. Workers' compensation insurance to the extent necessary to comply with any applicable laws.
- h. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.
- i. Any other materials, supplies, insurance or property owned by the Association, furniture, labor, services, maintenance, repairs, alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for enforcement of this Declaration.
- j. To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Areas.
- k. To enter agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on one or more Lots with respect to: (i) taxes on the Common Areas and (ii) insurance coverage of the Common Areas, as they relate to the assessment, collection and process envisioned in this Declaration.
- l. To borrow funds to pay costs of operation of The Properties and/or the Association, at such rate or rates as the Board of Directors shall deem appropriate, which loans or advances may be secured by assignment or pledge of rights against delinquent Owners, if the board sees fit.
- m. To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Areas, expressly including the power to enter into management and maintenance contracts.
- n. If, as and when the Board, in its sole discretion, deems necessary, it may take action to protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

- o. To make reasonable rules and regulations for the operation and use of the Common Areas and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing, signed by a majority of the Members, or, with respect to a rule applicable to less than all of The Properties, by a majority of the Members in the portions affected.
- p. Pursuant to Article XII herein, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair or replace lost property, to assess the Members in the proportionate amounts to cover the deficiency.
- q. If, as and then the board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration, the provisions of any supplemental or amended Declaration, any annexation Declaration, the provisions of any additional restrictive covenants placed upon all or any part of The Properties, and any rules made hereunder, and to enjoin and/or seek damages from any owner for violation of such provisions or rules.

Section 2. Board Powers. From and after the date on which the title to the Common Areas has been conveyed to the Association, the Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 3. Maintenance Contracts. The board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the board may deem proper, advisable and in the best interest of the Association.

Section 4. Liability Limitations. No Member, officer of the Association or member of the Board of Directors shall be personally liable for the debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or failure to repair or maintain the same.

Section 5. Reserve Funds. The Board may establish reserve funds, for such purposes as may be determined by the Board, which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association. Expenditures from any such fund will be made at the direction of the Board. The reserve fund provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the subdivision, and maintaining the subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board. Capital expenditures from this fund may include by way of example, but not limited to, landscaping, irrigation systems, entrance signs, street and light repair, drainage improvements and improvements to bodies of water or other repair of major damage to the Common Areas not covered by insurance.

ARTICLE XII

INSURANCE PROCEEDS, REPAIR AND RESTORATION

Section 1. Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors as designated by the Association. as the Board may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Areas.

Section 2. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or repair any loss or damage, the Association may levy a special assessment as provided for in Article III of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, at such Owner's undivided responsibility, pay any excess costs of repair or replacement.

Section 3. Mortgagee Protection. There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement, subject to the provisions of Section 1 hereof. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', materialmen's and similar liens which may result from dais repairs or replacements are satisfied.

Section 4. Destruction of Improvements on Individual Lots. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause, each owner covenants and agrees to clear and remove any and all debris resulting from such damage within two (2) months after the date that the damage occurs and to complete all repairs or reconstruction of the damaged improvements within one (1) year after the date that the damage occurs.

ARTICLE XIII

EASEMENTS

Section 1. Ingress and Egress by the Association. The Association shall, at all times, have the rights of ingress and egress over and upon each Lot for the maintenance and repair of each Lot and the Common Areas in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the Association.

Section 2. General. The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities shall be governed by the following:

- a. Whenever (i) sanitary sewer or water services connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within The Properties, which connection lines or facilities or any portion thereof lie in or upon Lots owned by any other party other than the Owner of the Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within or upon which said connections, lines or facilities or any portion thereof lie to repair, replace and

generally maintain said connections, lines or facilities as and when the same may be necessary.

- b. Whenever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within The Properties, which connections, lines or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines or facilities shall be entitled to the fullest use and enjoyment of such portions of said connections, lines or facilities which service such Owner's Lot.

Section 3. Reservation of Easements. Easements over the Common Areas for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

Section 4. Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric, storm sewer, sanitary sewer, water, natural gas and telephone service shall be available to all Lots in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls, and fences, provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used as alleyways.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Areas, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Areas to render any service.

Section 6. Universal Easement. The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or owners. Each of the easements hereinabove referred to shall be deemed established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass each conveyance of said Lot.

Section 7. Wall and Landscape Easement. An easement of varying width may be established on a Plat for the maintenance and repair of the perimeter screening wall and the associated landscape and irrigation. Owners shall not alter, paint or otherwise use such walls even though such walls and easements may be located on or adjacent to such Owner's Lot. It is the responsibility of each Owner to maintain that portion of the landscaping within this easement which is enclosed by the wall on their respective Lot; however, the Association retains the right to enter upon The Properties and perform such maintenance as necessary.

Section 8. Drainage Easement. Easements over the Lots and the

Common Areas for the drainage and flow of surface water, as shown on the grading and drainage plans for the subdivision, are hereby reserved and retained for the benefit of the Association and/or its successors and assigns. In addition, each Owner covenants to provide easements for drainage and water flow as contours of land and the arrangements of improvements, approved by the Architectural Control Committee, thereon required. Each Owner shall be responsible for maintaining his Lot so that there is no interference with the drainage patterns established by the grading and drainage plans, and, in the event any Owner shall interfere with the drainage patterns established by the grading and drainage plans, the Association shall have the right to enter such Lot to re-establish the proper drainage patterns.

ARTICLE XIV

PROPERTY DISCLOSURE

Section 1. Landfills. NOTIFICATION AND DISCLOSURE IS HEREBY PROVIDED TO ANY AND ALL LOT OWNERS AND POTENTIAL LOT OWNERS OF THE OWNERSHIP AND OPERATIONS OF TWO SANITARY LANDFILLS WITHIN THE PROXIMITY OF THE LOTS. THE LANDFILLS ARE OWNED AND OPERATED BY THE WASTE MANAGEMENT, INC. AND/OR AN AFFILIATED COMPANY AND THE CITY OF FARMERS BRANCH. ANY POTENTIAL LOT OWNER IS ENCOURAGED TO CONDUCT A FULL INVESTIGATION OF THE LANDFILLS. BY OWNER'S ACCEPTANCE OF A WARRANTY DEED TO ANY LOT, OWNER, ON BEHALF OF OWNER AND OWNER'S LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, DOES HEREBY RELEASE AND FOREVER DISCHARGE THE DEVELOPER, DECLARANT, ASSOCIATION, AND ARCHITECTURAL CONTROL COMMITTEE, AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, ATTORNEYS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS FOR RELIEF AND/OR CAUSES OF ACTION, LIABILITIES, DAMAGES AND CLAIMS WHATSOEVER, KNOWN OR UNKNOWN, DIRECT OR INDIRECT ARISING FROM OR RELATING TO THE ABOVE DESCRIBED LANDFILLS, INCLUDING BUT NOT LIMITED TO THE OPERATIONS AND EXPANSION THEREOF.

**EIGHTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
INDIAN CREEK RANCH**

077069

COUNTY OF DENTON)(
)(KNOW ALL MEN BY THESE PRESENTS:
STATE OF TEXAS)(

This EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIAN CREEK RANCH ("Eighth Amendment") is made this 28th day of July, 1999 by Indian Creek Residential, L.P., a Texas limited partnership (the "Declarant");

WITNESSETH:

WHEREAS, Indian Creek Land, L.P. as Declarant executed a Declaration of Covenants, Conditions and Restrictions on the 23rd day of August, 1994, applicable to certain real property described in Exhibit "A" thereto filed under Clerk's File No. 94-R0065513 and located in the City of Carrollton, County of Denton, State of Texas; and

WHEREAS, the Declarant has heretofore prepared and filed the following instruments relating to Indian Creek Ranch: (i) that certain Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision (the "Declaration") dated August 23, 1994, recorded in the Deed Records of Denton County, Texas, on August 23, 1994, under Clerk's File No. 94-R0065513; (ii) that certain Amendment of Declaration dated December 5, 1994, and recorded in the Deed Records of Denton County, Texas, on December 7, 1994, under Clerk's File No. 94-R0090002 (the "Amendment of Declaration"); (iii) that certain Second Amendment of Declaration dated March 17, 1995, recorded in the Deed Records of Denton County, Texas, on March 21, 1995, under Clerk's File No. 94-R0016441 (the "Second Amendment"), corrected by that certain Correction to Second Amendment of Declaration (herein so-called) dated May 5, 1995, and recorded in the Deed Records of Denton County, Texas, on May 9, 1995, under Clerk's File No. 95-R0027040; (iv) that Certain Third Amendment of Declaration dated November 14, 1995, filed in the Deed Records of Denton County, Texas, on December 12, 1995, under Clerk's File No. 95-R0077090 ("Third Amendment"), corrected by that certain Correction to Third Amendment of Declaration dated May 3, 1996, and recorded in the Deed Records of Denton County, Texas, on May 3, 1996, under Clerk's File No. 96-R0030299 ("Correction to Third Amendment"); (v) that certain Fourth Amendment of Declaration dated May 8, 1996, and recorded in the Deed Records of Denton County, Texas, on May 13, 1996, under Clerk's File No. 96-R0032712 ("Fourth Amendment"); (vi) that certain Fifth Amendment of Declaration dated August 12, 1996, recorded in the Deed Records of Denton County, Texas on August 15, 1996, under Clerk's File No. 96-R0056654 ("Fifth Amendment"); (vii) that certain Sixth Amendment of Declaration dated October 7, 1998, recorded in the Deed Records of Denton County, Texas on October 9, 1998, under Clerk's File No. 99-R0091964 ("Sixth Amendment"); and that certain Seventh Amendment of Declaration dated April 15, 1999, recorded in the Deed

Records of Denton County, Texas on April 22, 1999, under Clerk's File No. 99-R0039401 ("Seventh Amendment") (the Declaration, Amendment of Declaration, Second Amendment of Declaration, Correction to Second Amendment, Third Amendment of Declaration, Correction to Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment being hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Declarant annexed in to the scheme of the Declaration the Coyote Ridge Addition Phase I and Grandview Ridge Addition as described in that certain Annexation Declaration No. 5 dated June 9, 1999 and filed under Clerk's File No. 99-R0059943 in Denton County, Texas and recorded on June 14, 1999; and

WHEREAS, Declarant wishes to further restrict the type and style of fencing that can be located on lots subject to the Declaration;

NOW THEREFORE, effective as of the first date above, Declarant hereby amends the Declaration and declares the following:

1. Section 1 of Article I of the Declaration is hereby amended to include the following definition:

- i. "Golf Course Lots" - Lots 18 through 21 of Block A, Lots 1 through 12 of Block G and Lots 1 through 15 of Block I of the Coyote Ridge Addition Phase I and Lots 6 through 40 of Block A of the Grandview Ridge Addition.

2. Section 8 (c)(i) of Article V of the Declaration is hereby amended to include the following language:

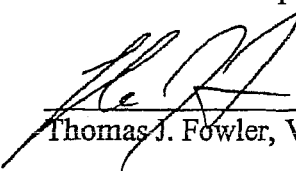
"Any and all perimeter fencing constructed and located on Golf Course Lots from the point of the rear building line and along the rear property line shall be constructed only of wrought iron materials of a type and design in accordance with that illustrated on Exhibit "A" attached hereto".

EXECUTED on day and year first written above.

DECLARANT:

INDIAN CREEK RESIDENTIAL, L.P.
a Texas limited partnership

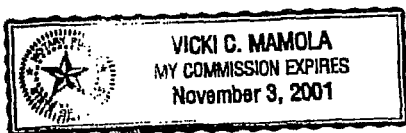
By: Indian Creek Group, L.L.C., its General Partner


Thomas J. Fowler, Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 28th day of July, 1999, by Thomas J. Fowler, Vice President of Indian Creek Group, L.L.C., General Partner, on behalf of Indian Creek Residential, L.P.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of July, 1999.



Vicki C. Mamola
Notary Public

Notes: Paint Color to be black (flat finish)
All welds to be 100% continuous

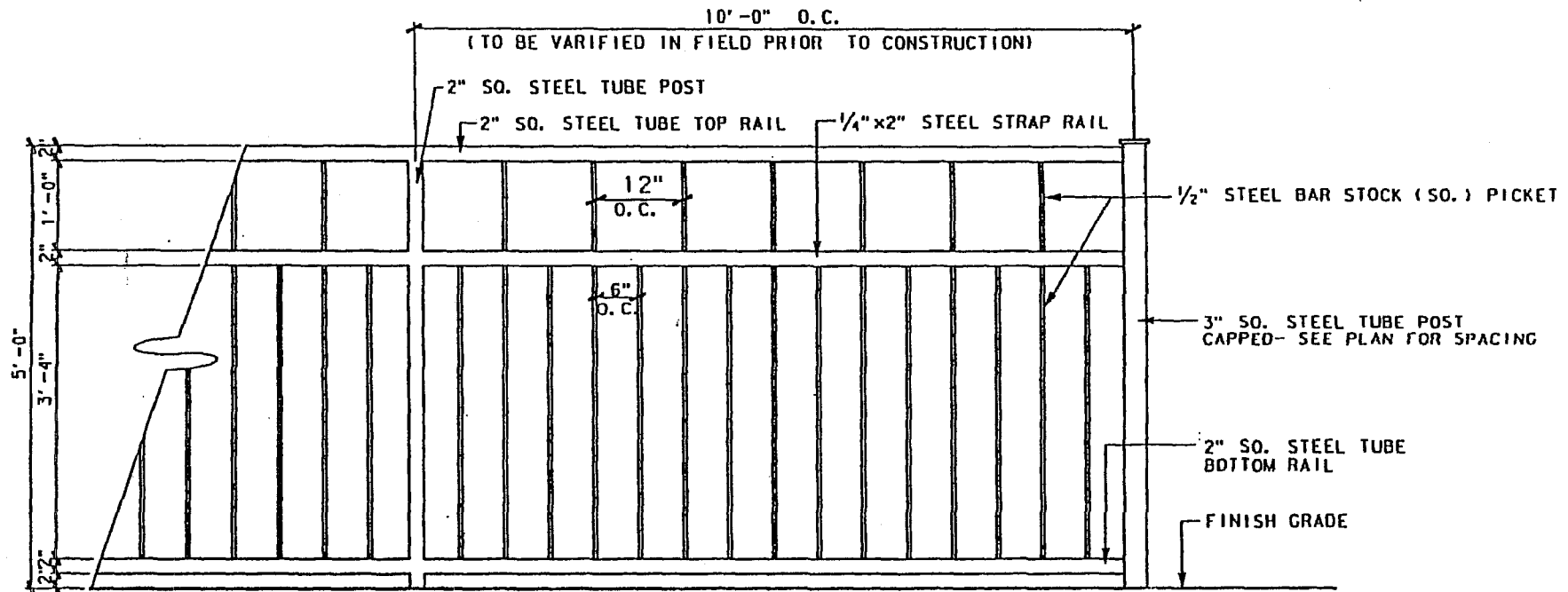


EXHIBIT "A"

4391 00154

NINTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
INDIAN CREEK RANCH

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

This NINTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIAN CREEK RANCH ("Eighth Amendment") is made this 2nd day of November, 2000 by Indian Creek Residential, L.P., a Texas limited partnership (the "Declarant");

WITNESSETH:

WHEREAS, Indian Creek Land, L.P. as Declarant executed a Declaration of Covenants, Conditions and Restrictions on the 23rd day of August, 1994, applicable to certain real property described in Exhibit "A" thereto filed under Clerk's File No. 94-R0065513 and located in the City of Carrollton, County of Denton, State of Texas; and

WHEREAS, the Declarant has heretofore prepared and filed the following instruments relating to Indian Creek Ranch: (i) that certain Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision (the "Declaration") dated August 23, 1994, recorded in the Deed Records of Denton County, Texas, on August 23, 1994, under Clerk's File No. 94-R0065513; (ii) that certain Amendment of Declaration dated December 5, 1994, and recorded in the Deed Records of Denton County, Texas, on December 7, 1994, under Clerk's File No. 94-R0090002 (the "Amendment of Declaration"); (iii) that certain Second Amendment of Declaration dated March 17, 1995, recorded in the Deed Records of Denton, County, Texas, on March 21, 1995, under Clerk's File No. 94-R0016441 (the "Second Amendment"), corrected by that certain Correction to Second Amendment of Declaration (herein so-called) dated May 5, 1995, and recorded in the Deed Records of Denton County, Texas, on May 9, 1995, under Clerk's File No. 95-R0027040; (iv) that Certain Third Amendment of Declaration dated November 14, 1995, filed in the Deed Records of Denton County, Texas, on December 12, 1995, under Clerk's File No. 95-R0077090 ("Third Amendment"), corrected by that certain Correction to Third Amendment of Declaration dated May 3, 1996, and recorded in the Deed Records of Denton County, Texas, on May 3, 1996, under Clerk's File No. 96-R0030299 ("Correction to Third Amendment"); (v) that certain Fourth Amendment of Declaration dated May 8, 1996, and recorded in the Deed Records of Denton County, Texas, on May 13, 1996, under Clerk's File No. 96-R0032712 ("Fourth Amendment"); (vi) that certain Fifth Amendment of Declaration dated August 12, 1996, recorded in the Deed Records of Denton County, Texas on August 15, 1996, under Clerk's File No. 96-R0056654 ("Fifth Amendment"); (vii) that certain Sixth Amendment of Declaration dated October 7, 1998, recorded in the Deed Records of Denton County, Texas on October 9, 1998, under Clerk's File No. 99-R0091964 ("Sixth Amendment"); (viii) that certain Seventh Amendment of Declaration dated April 15, 1999, recorded in the Deed

Records of Denton County, Texas on April 22, 1999, under Clerk's File No. 99-R0039401 ("Seventh Amendment"); and that certain Eighth Amendment to Declaration dated July 28th, 1999, recorded in the Deed Records of Denton County, Texas on July 29th, 2000, under Clerk's File No. 99-R0077069 ("Eighth Amendment") (the Declaration, Amendment of Declaration, Second Amendment of Declaration, Correction to Second Amendment, Third Amendment of Declaration, Correction to Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment being hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Declarant annexed in to the scheme of the Declaration the Grandview Ridge Addition as described in that certain Annexation Declaration No. 5 dated June 9, 1999 and filed under Clerk's File No. 99-R0059943 in Denton County, Texas and recorded on June 14, 1999; and

WHEREAS, Declarant wishes to further restrict define, clarify and restrict certain types building and access rights and privileges in the Grandview Ridge Addition subject to the Declaration;

NOW THEREFORE, effective as of the first date above, Declarant hereby amends the Declaration and declares the following:

1. A "Section 9" of Article XIII ("Easements") is hereby added to the Declaration reading as follows:

"Section 9. As it pertains exclusively to the Grandview Ridge Addition, access to any "use/access easements" per the final plat shall be between the hours of 8:00 a.m. and 7:00 p.m. only, except in the event of an emergency. Additionally, the use/access easement shall be maintained as open space with no paved driving surface, storage of materials, principal or accessory structure, mechanical equipment, electrical panel and gas meters or satellite television reception dishes located thereon except upon finding by the city of Carrollton that such does not impede the use of such easement for the maintenance of the adjoining structure. Notwithstanding the previous statement, the platted maintenance easement shall be allowed to contain utility meters and mechanical equipment on or adjacent to the zero side wall, provided that these items do not encroach over an adjacent lot or cross a platted lot line. The adjacent owner shall not impede airflow to the mechanical unit."

2. Section 8 (c)(i) of Article V of the Declaration is hereby amended to include the following language:

"As it pertains to the Grandview Ridge Addition, there shall be no fence constructed parallel to the designated zero lot line within the three (3) foot use/access easement area between the main structures from the front building line to the rear property line. A fence perpendicular to the designated zero lot line may be erected in this area, so long as visibility and easement restrictions are observed. This fence shall be the responsibility of

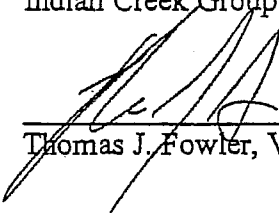
the adjacent owner to erect and maintain. A point-of-access (gate) shall be provided within the three (3) foot use/access easement.

EXECUTED on day and year first written above.

DECLARANT:

INDIAN CREEK RESIDENTIAL, L.P.
a Texas limited partnership

By: Indian Creek Group, L.L.C., its General Partner



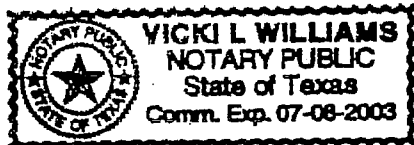
Thomas J. Fowler, Vice President

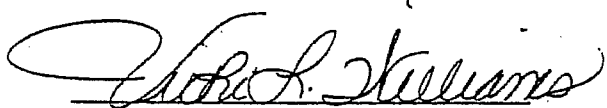
STATE OF TEXAS)(

COUNTY OF DALLAS)(

This instrument was acknowledged before me on the 2nd day of NOV., 2000 by Thomas J. Fowler, Vice President of Indian Creek Group, L.L.C., General Partner, on behalf of Indian Creek Residential, L.P.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of NOV., 2000
~~July, 1999~~





Notary Public

**SIXTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
INDIAN CREEK RANCH**

COUNTY OF DENTON)(
STATE OF TEXAS)(

KNOW ALL MEN BY THESE PRESENTS:

This SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIAN CREEK RANCH (this "Sixth Amendment") is made this 7th day of October 1998 by Indian Creek Land, L.P., a Texas limited partnership (the "Declarant");

WITNESSETH:

WHEREAS, Indian Creek Land, L.P. as Declarant executed a Declaration of Covenants, Conditions and Restrictions on the 23rd day of August, 1994, applicable to certain real property described in Exhibit "A" thereto filed under Clerk's File No. 94-R0065513 and located in the City of Carrollton, County of Denton, State of Texas; and

WHEREAS, the Declarant prepared and filed the following instruments: (i) that certain Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision (the "Declaration") dated August 23, 1994, and recorded in the Deed Records of Denton County, Texas, on August 23, 1994, under Clerk's File No. 94-R0065513; (ii) that certain Amendment of Declaration dated December 5, 1994, and recorded in the Deed Records of Denton County, Texas, on December 7, 1994, under Clerk's File No. 94-R0090002 (the "Amendment of Declaration"); (iii) that certain Second Amendment of Declaration dated March 17, 1995, and recorded in the Deed Records of Denton County, Texas, on March 21, 1995, under Clerk's File No. 94-R0016441 (the "Second Amended Declaration"), corrected by that certain Correction to Second Amendment of Declaration dated May 5, 1995, and recorded in the Deed Records of Denton County, Texas, on May 9, 1995, under Clerk's File No. 95-R0027040; (iv) that certain Third Amendment of Declaration dated November 14, 1995, filed in the Deed Records of Denton County, Texas, on December 12, 1995, under Clerk's File No. 95-R0077090 ("Third Amendment of Declaration"), corrected by that certain Correction to Third Amendment of Declaration dated May 3, 1996, and recorded in the Deed Records of Denton County, Texas, on May 3, 1996, under Clerk's File No. 96-R0030299 ("Correction to Third Amendment"); (v) and that certain Fourth Amendment of Declaration dated May 8, 1996, and recorded in the Deed Records of Denton County, Texas, on May 13, 1996, under Clerk's File No. 96-R0032712 ("Fourth Amendment"); and (vi) that certain Fifth Amendment of Declaration dated August 12, 1996, and recorded in the Deed Records of Denton County, Texas, on August 15, 1996, under Clerk's File No. 96-R0056654; (the Declaration, Amendment of Declaration, Second Amendment of Declaration, the Correction to Second Amendment, Third Amendment of Declaration and the Correction to Third Amendment, Fourth Amendment, and Fifth Amendment being hereinafter referred to as the "Declaration"); and

WHEREAS, Article I, Section 1(c) of the Declaration states that the Declarant "shall mean and refer to Indian Creek Land, L.P. and its successors and assigns whom it expressly appoints in writing. The Declarant's rights and powers granted herein shall be personal rights and shall not run with the land subject to this Declaration."; and

WHEREAS, it is the desire of the Declarant to expressly appoint a successor in the form of a new Declarant;

NOW THEREFORE, effective as of the first date above, Declarant hereby declares and expressly appoints Indian Creek Residential, L.P., a Texas limited partnership, whose general partner is Indian Creek Group, L.L.C, a Texas limited liability company, as its successor and transfers and grants to Indian Creek Residential, L.P. all rights, powers and privileges as Declarant under the Declaration.

Executed on the day and year first written above.

DECLARANT:

Indian Creek Land, L.P., a Texas limited partnership
By: Indian Creek Group, L.L.C.
General Partner

By: _____

Thomas J. Fowler
Vice President

STATE OF TEXAS X
 X
COUNTY OF DALLAS X

This instrument was acknowledged before me on the 7th day of October 1997, by Thomas J. Fowler, Vice President of Indian Creek Group, L.L.C., General Partner, on behalf of Indian Creek Land, L.P., a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of October 1997.



Jeannine Brown

Notary Public

039401

COUNTY OF DENTON)(
STATE OF TEXAS) (
KNOW ALL MEN BY THESE PRESENTS:

This SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIAN CREEK RANCH ("Seventh Amendment") is made this 15th day of April, 1999 by Indian Creek Residential, L.P., a Texas limited partnership (the "Declarant");

WITNESSETH:

WHEREAS, Indian Creek Land, L.P. as Declarant executed a Declaration of Covenants, Conditions and Restrictions on the 23rd day of August, 1994, applicable to certain real property described in Exhibit "A" thereto filed under Clerk's File No. 94-R0065513 and located in the City of Carrollton, County of Denton, State of Texas; and

WHEREAS, the Declarant has heretofore prepared and filed the following instruments relating to Indian Creek Ranch: (i) that certain Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision (the "Declaration") dated August 23, 1994, recorded in the Deed Records of Denton County, Texas, on August 23, 1994, under Clerk's File No. 94-R0065513; (ii) that certain Amendment of Declaration dated December 5, 1994, and recorded in the Deed Records of Denton County, Texas, on December 7, 1994, under Clerk's File No. 94-R0090002 (the "Amendment of Declaration"); (iii) that certain Second Amendment of Declaration dated March 17, 1995, recorded in the Deed Records of Denton County, Texas, on March 21, 1995, under Clerk's File No. 94-R0016441 (the "Second Amendment"), corrected by that certain Correction to Second Amendment of Declaration (herein so-called) dated May 5, 1995, and recorded in the Deed Records of Denton County, Texas, on May 9, 1995, under Clerk's File No. 95-R0027040; (iv) that Certain Third Amendment of Declaration dated November 14, 1995, filed in the Deed Records of Denton County, Texas, on December 12, 1995, under Clerk's File No. 95-R0077090 ("Third Amendment"), corrected by that certain Correction to Third Amendment of Declaration dated May 3, 1996, and recorded in the Deed Records of Denton County, Texas, on May 3, 1996, under Clerk's File No. 96-R0030299 ("Correction to Third Amendment"); (v) that certain Fourth Amendment of Declaration dated May 8, 1996, and recorded in the Deed Records of Denton County, Texas, on May 13, 1996, under Clerk's File No. 96-R0032712 ("Fourth Amendment"); (vi) that

certain Fifth Amendment of Declaration dated August 12, 1996, recorded in the Deed Records of Denton County, Texas on August 15, 1996, under Clerk's File No. 96-R0056654 ("Fifth Amendment"); and (vii) that certain Sixth Amendment of Declaration dated October 7, 1998, recorded in the Deed Records of Denton County, Texas on October 9, 1998, under Clerk's File No. 99-R0091964 ("Sixth Amendment")(the Declaration, Amendment of Declaration, Second Amendment of Declaration, Correction to Second Amendment, Third Amendment of Declaration, Correction to Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment being hereinafter collectively referred to as the "Declaration"; and

WHEREAS, the Amendment of Declaration amended ARTICLE VIII, Section 2, to read in pertinent part as follows:

"Section 2. Amendment. This Declaration may be amended or terminated at any time prior to December 1, 2024, (i) by ninety percent (90) of the total eligible votes of each class of voting members voting separately, or (ii) by the Declarant, at any time as Class B membership shall still exist, in Declarant's sole discretion..."

which language has not been further amended; and

WHEREAS, ARTICLE I, Section 3(a) of the Declaration, as amended by the Second Amendment as corrected, provides for the annexation of additional properties from properties described in Exhibit "B" thereto; and

WHEREAS, Exhibit "B" was amended and restated in the Second Amendment; and

WHEREAS, properties have been annexed into the scheme of the Declaration from the additional properties described Exhibit "B" from time to time, and properties have been removed from Exhibit "B" and the right to annex same waived; and

WHEREAS, in the Sixth Amendment, Indian Creek Land, L.P. appointed Indian Creek Residential, L.P., a Texas limited partnership, whose general partner is Indian Creek Group. L.L.C., a Texas limited liability company, as its successor, and transferred and granted to Indian Creek Residential, L.P. all rights, powers, and privileges enjoyed by it as Declarant under the Declaration, which appointment was effective October 7, 1998; and

WHEREAS, Indian Creek Residential, as Declarant and Class B member, desires to amend the Declaration by adding to the properties currently described in Exhibit "B" to the Declaration those tracts described in Exhibit "A" hereto.

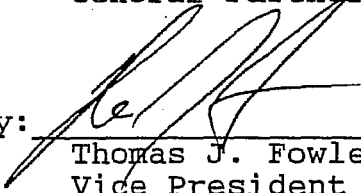
NOW THEREFORE, effective as of the first date above, Declarant hereby amends and supplements Exhibit "B" to the Declaration by the addition thereto of those tracts described in Exhibit "A" hereto, and declares that same shall be subject to the provisions of Article I, Section 3(a) of the Declaration as same has been previously amended.

EXECUTED on the day and year first written above.

DECLARANT:

INDIAN CREEK RESIDENTIAL, L.P.,
a Texas limited partnership

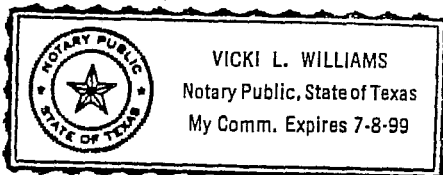
By: Indian Creek Group, L.L.C.,
General Partner

By: 
Thomas J. Fowler
Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 15th day of April, 1999, by Thomas J. Fowler, Vice President of Indian Creek Group, L.L.C., General Partner, on behalf of Indian Creek Residential, L.P., a Texas limited partnership.

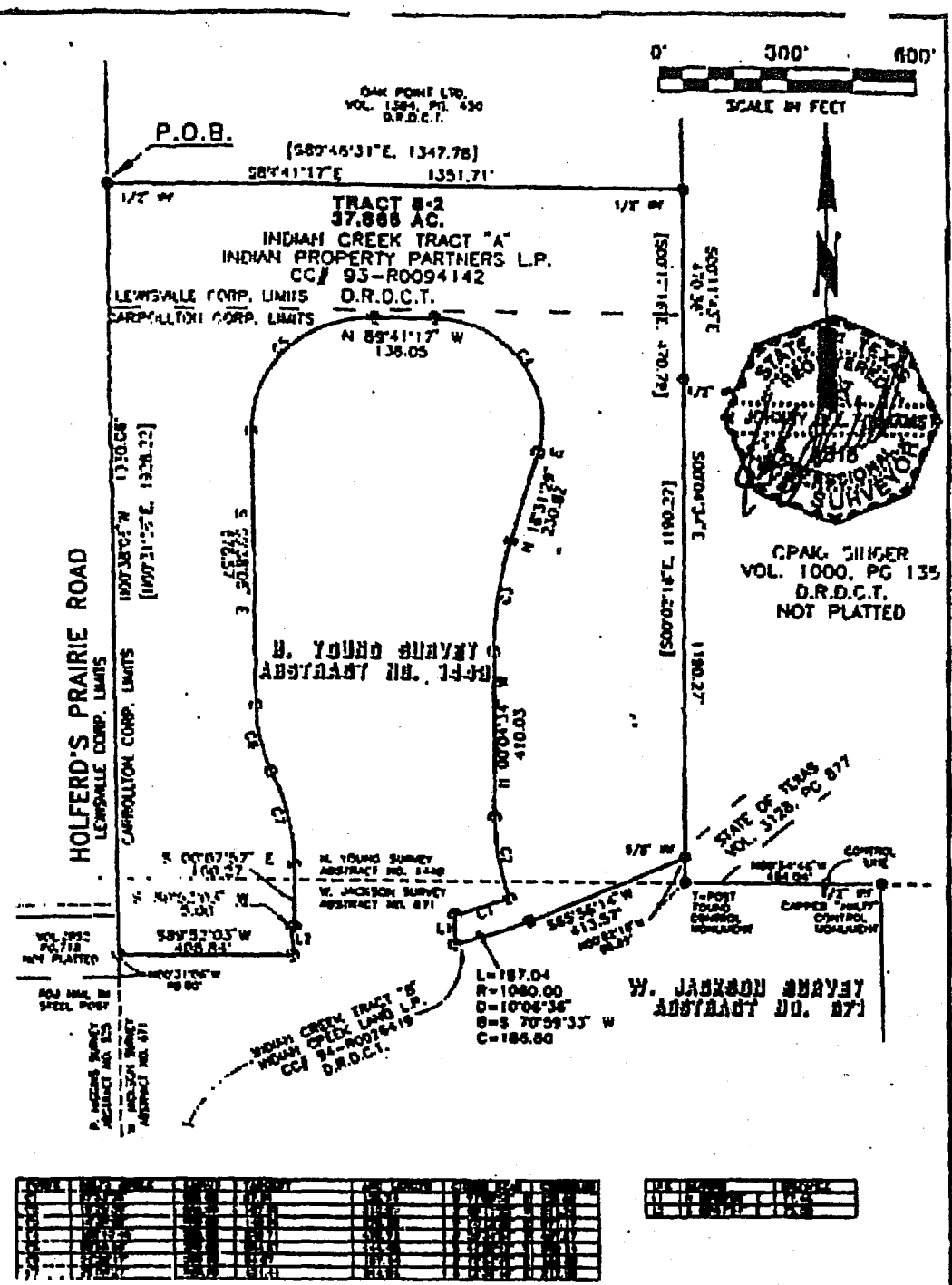
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of April, 1999.




Notary Public

4323 00007

EXHIBIT "A"
2 of 2



NOTES:

1. A LEGAL DESCRIPTION OF EACH SURVEY DATE ACCOMPANIES THIS PLAN.
2. ALL MONUMENTS SET ARE CAPED 1/2" HIGH ROPE.
3. BEARING READ FOR THIS PLAN IS SURVEY IN THE NORTH LINE OF TRACT 'B' AS EXTENDED IN DEED TO INDIAN CREEK LAND J.P. AS RECORDED IN CCL 94-000419, D.R.D.C.T.
4. BEARING AND DISTANCES SHOWN IN [] BRACKETS REFER TO THE DEED RECORDED IN CCL 94-000419, D.R.D.C.T.

LEGEND

- HIGH ROD FOUND BY
- 3/4" HIGH ROD SET BY
- D.R.D.C.T. DEED RECORDS DENTON COUNTY, TEXAS

<p>SHEET</p> <p>1 OF 1</p>	<p>DATE: September 13, 1997</p> <p>SCALE: 1" = 300'</p> <p>DESIGNED BY: R. CARTER</p> <p>CHECKED BY: J. WILLIAMS</p>	<p>TRACT B-2 37.888 ACRE TRACT</p> <p>OUT OF THE</p> <p>H. YOUNG SURVEY, ABSTRACT NO. 1448</p> <p>W. JACKSON SURVEY, ABSTRACT NO. 871</p> <p>DENTON COUNTY, TEXAS</p>	<p>Carter-Burgess</p> <p>CARTER & BURGESS, INC.</p> <p>7504 KILPATRICK DRIVE, SUITE 200</p> <p>DALLAS, TX 75217-0044</p> <p>(214) 336-8163 FAX (214) 938-8167</p>
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EXHIBIT "A"
TRACT B-1
SURVEY DESCRIPTION

BEING A 8.379 ACRE TRACT OF LAND SITUATED IN THE P. HIGGINS SURVEY, ABSTRACT NO. 525, AND BEING A PART OF TRACT "O" CONVEYED TO INDIAN CREEK LAND, L.P., AS RECORDED IN COUNTY CLERK'S FILE NO. 93-R0094142 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS (D.R.D.C.T.). THE BEARING BASIS FOR THIS PLAT OF SURVEY IS THE NORTHERLY LINE OF THAT CERTAIN TRACT DESCRIBED AS TRACT "O" IN DEED TO INDIAN PROPERTY PARTNERS L.P. CC# 93-R0094142, (D.R.D.C.T.). SAID 8.379 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND CONCRETE MONUMENT LOCATED AT THE NORTHWEST CORNER OF SAID TRACT "O";

THENCE N 89°52'03" E, ALONG THE NORTH LINE OF SAID TRACT "O", A DISTANCE OF 981.73 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET AND THE POINT OF BEGINNING;

THENCE CONTINUING N 89°52'03" E, A DISTANCE OF 138.87 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

THENCE DEPARTING SAID NORTH LINE AND ALONG THE COMMON LINE OF SAID TRACT "O" AND TRACT "B" CONVEYED TO INDIAN CREEK LAND L.P. AND RECORDED IN COUNTY CLERK'S FILE NO. 94-R0026419 THE FOLLOWING THREE (3) COURSES:

S 07°34'49" E, A DISTANCE OF 599.87 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

S 05°31'34" W, A DISTANCE OF 1350.00 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

S 30°08'25" W, A DISTANCE OF 142.60 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

THENCE N 44°13'29" W, DEPARTING SAID COMMON LINE, A DISTANCE OF 121.48 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

THENCE N 00°00'00" E, A DISTANCE OF 63.64 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 55°51'19", A LONG CHORD THAT BEARS N 23°08'27" W, A DISTANCE OF 46.84 FEET, AN ARC DISTANCE OF 48.74 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

THENCE N 04°47'13" E, A DISTANCE OF 1242.90 FEET TO A 5/8" IRON ROD CAPPED "CARTER

& BURGESS" SET;

THENCE N 00°00'00" E, A DISTANCE OF 119.63 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 1°57'55", A LONG CHORD THAT BEARS N 00°58'57" W, A DISTANCE OF 29.15 FEET, AN ARC LENGTH OF 29.15 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

THENCE N 01°57'55" W, A DISTANCE OF 480.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.379 ACRES OF LAND MORE OR LESS.

A SURVEY PLAT OF EVEN SURVEY DATE IS ATTACHED TO THIS METES AND BOUNDS DESCRIPTION.

COMPILED FROM FIELD TIES AND RECORD DATA BY CARTER & BURGESS INC.



JOHNNY D.L. WILLIAMS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4818



EXHIBIT "A"
TRACT B-3
SURVEY DESCRIPTION

BEING A 37.866 ACRE TRACT OF LAND SITUATED IN THE H. YOUNG SURVEY, ABSTRACT NO. 1448 AND THE W. JACKSON SURVEY ABSTRACT NO. 671, AND BEING TRACT "A" CONVEYED TO INDIAN PROPERTY PARTNERS, L.P., AS RECORDED IN COUNTY CLERK'S FILE # 93-R0084142 OF THE DEED RECORDS OF DENTON COUNTY TEXAS (D.R.D.C.T.) BEARING BASIS FOR THIS PLAT OF SURVEY IS THE NORTH LINE OF TRACT "B" AS DESCRIBED IN DEED TO INDIAN CREEK LAND L.P. AND RECORDED IN CC# 94-R0026419, (D.R.D.C.T.) SAID 37.866 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

BEGINNING AT A 1/2" IRON FOUND FOR THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO OAK POINT LTD. AS RECORDED IN VOLUME 1384, PAGE 450 (D.R.D.C.T.):

THENCE S 89°41'17" E ALONG THE SOUTH LINE OF SAID OAK POINT LTD. TRACT A DISTANCE OF 1351.71 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID OAK POINT LTD. TRACT, SAID POINT BEING ON THE WEST LINE OF A TRACT OF LAND CONVEYED TO CRAIG SINGER AS RECORDED IN VOLUME 1000, PAGE 135 (D.R.D.C.T.);

THENCE ALONG THE SAID WEST LINE OF SAID CRAIG SINGER TRACT THE FOLLOWING TWO (2) CALLS.

S 00°11'43" E A DISTANCE OF 470.36 FEET TO A 1/2" IRON ROD FOUND;

S 00°04'34" E A DISTANCE OF 1190.27 FEET TO A 5/8" IRON ROD FOUND;

THENCE ALONG THE COMMON LINE OF SAID TRACT "A" AND THE SAID TRACT "B" THE FOLLOWING EIGHTEEN (18) CALLS:

S 65°58'14" W A DISTANCE OF 413.57 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1060.00 FEET, WITH A CENTRAL ANGLE OF 10°08'36", A CHORD WHICH BEARS S 70°59'33" W, AND A DISTANCE OF 188.80 FEET, AND ARC LENGTH OF 187.04 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

N 00°00'00" E A DISTANCE OF 77.46 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

NORTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 985.00 FEET, WITH A CENTRAL ANGLE OF 7°53'38", A CHORD WHICH BEARS N 71°00'50" E, AND A DISTANCE OF 135.80 FEET, AND ARC LENGTH OF 135.71 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

NORTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 660.00

4323 00009

FEET, WITH A CENTRAL ANGLE OF 18°25'39", A CHORD WHICH BEARS
N 09°17'23" W, AND A DISTANCE OF 211.35 FEET, AND ARC LENGTH OF 212.27
FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

N 00°04'34" W A DISTANCE OF 410.03 FEET TO A 5/8" IRON ROD CAPPED
"CARTER & BURGESS" SET;

NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 980.00
FEET, WITH A CENTRAL ANGLE OF 18°38'02", A CHORD WHICH BEARS
N 08°13'28" E, AND A DISTANCE OF 277.17 FEET, AND ARC LENGTH OF 278.15
FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

N 18°31'28" E A DISTANCE OF 230.82 FEET TO A 5/8" IRON ROD CAPPED
"CARTER & BURGESS" SET;

NORTHWESTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 255.00
FEET, WITH A CENTRAL ANGLE OF 108°12'48", A CHORD WHICH BEARS
N 36°34'54" W, AND A DISTANCE OF 407.87 FEET, AND ARC LENGTH OF 472.71
FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

N 89°41'17" W A DISTANCE OF 138.05 FEET TO A 5/8" IRON ROD CAPPED
"CARTER & BURGESS" SET;

SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 280.00
FEET, WITH A CENTRAL ANGLE OF 90°55'50", A CHORD WHICH BEARS
S 44°50'18" W, AND A DISTANCE OF 399.24 FEET, AND ARC LENGTH OF 444.45
FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

S 00°38'08" E A DISTANCE OF 878.57 FEET TO A 5/8" IRON ROD CAPPED
"CARTER & BURGESS" SET;

SOUTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 390.00
FEET, WITH A CENTRAL ANGLE OF 24°33'17", A CHORD WHICH BEARS
S 12°54'45" E, AND A DISTANCE OF 165.88 FEET, AND ARC LENGTH OF 187.14
FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 560.00
FEET, WITH A CENTRAL ANGLE OF 25°03'27", A CHORD WHICH BEARS
S 12°39'40" E, AND A DISTANCE OF 242.98 FEET, AND ARC LENGTH OF 244.91
FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

S 00°07'57" E A DISTANCE OF 160.27 FEET TO A 5/8" IRON ROD CAPPED
"CARTER & BURGESS" SET;

S 89°52'03" W A DISTANCE OF 5.00 FEET TO A 5/8" IRON ROD CAPPED "CARTER
& BURGESS" SET;

S 00°07'57" E A DISTANCE OF 75.00 FEET TO A 5/8" IRON ROD CAPPED "CARTER
& BURGESS" SET;

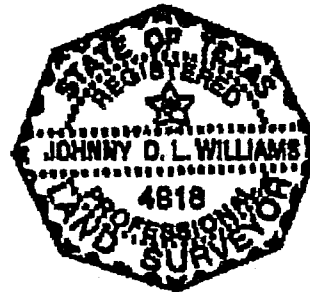
S 89°62'03" W A DISTANCE OF 408.84 FEET TO 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET ON THE WEST LINE OF SAID INDIAN PROPERTY PARTNERS, L.P. TRACT "A";

THENCE N 00°38'06" W ALONG THE SAID WEST LINE OF THE SAID INDIAN PROPERTY PARTNERS, L.P. TRACT A DISTANCE OF 1930.08 FEET TO THE POINT OF BEGINNING, AND CONTAINING 37.866 ACRES OF LAND MORE OR LESS.

A SURVEY PLAT OF EVEN SURVEY DATE IS ATTACHED TO THIS METES AND BOUNDS DESCRIPTION.

COMPILED FROM FIELD TIES AND RECORD DATA BY CARTER & BURGESS INC.

Johnny D.L. Williams 9-21-97
JOHNNY D.L. WILLIAMS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4818



4323 00010

**EIGHTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
INDIAN CREEK RANCH**

077069

COUNTY OF DENTON)(
STATE OF TEXAS)(KNOW ALL MEN BY THESE PRESENTS:
)(

This EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIAN CREEK RANCH ("Eighth Amendment") is made this 28th day of July, 1999 by Indian Creek Residential, L.P., a Texas limited partnership (the "Declarant");

WITNESSETH:

WHEREAS, Indian Creek Land, L.P. as Declarant executed a Declaration of Covenants, Conditions and Restrictions on the 23rd day of August, 1994, applicable to certain real property described in Exhibit "A" thereto filed under Clerk's File No. 94-R0065513 and located in the City of Carrollton, County of Denton, State of Texas; and

WHEREAS, the Declarant has heretofore prepared and filed the following instruments relating to Indian Creek Ranch: (i) that certain Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision (the "Declaration") dated August 23, 1994, recorded in the Deed Records of Denton County, Texas, on August 23, 1994, under Clerk's File No. 94-R0065513; (ii) that certain Amendment of Declaration dated December 5, 1994, and recorded in the Deed Records of Denton County, Texas, on December 7, 1994, under Clerk's File No. 94-R0090002 (the "Amendment of Declaration"); (iii) that certain Second Amendment of Declaration dated March 17, 1995, recorded in the Deed Records of Denton County, Texas, on March 21, 1995, under Clerk's File No. 94-R0016441 (the "Second Amendment"), corrected by that certain Correction to Second Amendment of Declaration (herein so-called) dated May 5, 1995, and recorded in the Deed Records of Denton County, Texas, on May 9, 1995, under Clerk's File No. 95-R0027040; (iv) that certain Third Amendment of Declaration dated November 14, 1995, filed in the Deed Records of Denton County, Texas, on December 12, 1995, under Clerk's File No. 95-R0077090 ("Third Amendment"), corrected by that certain Correction to Third Amendment of Declaration dated May 3, 1996, and recorded in the Deed Records of Denton County, Texas, on May 3, 1996, under Clerk's File No. 96-R0030299 ("Correction to Third Amendment"); (v) that certain Fourth Amendment of Declaration dated May 8, 1996, and recorded in the Deed Records of Denton County, Texas, on May 13, 1996, under Clerk's File No. 96-R0032712 ("Fourth Amendment"); (vi) that certain Fifth Amendment of Declaration dated August 12, 1996, recorded in the Deed Records of Denton County, Texas on August 15, 1996, under Clerk's File No. 96-R0056654 ("Fifth Amendment"); (vii) that certain Sixth Amendment of Declaration dated October 7, 1998, recorded in the Deed Records of Denton County, Texas on October 9, 1998, under Clerk's File No. 99-R0091964 ("Sixth Amendment"); and that certain Seventh Amendment of Declaration dated April 15, 1999, recorded in the Deed

Records of Denton County, Texas on April 22, 1999, under Clerk's File No. 99-R0039401 ("Seventh Amendment") (the Declaration, Amendment of Declaration, Second Amendment of Declaration, Correction to Second Amendment, Third Amendment of Declaration, Correction to Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment being hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Declarant annexed in to the scheme of the Declaration the Coyote Ridge Addition Phase I and Grandview Ridge Addition as described in that certain Annexation Declaration No. 5 dated June 9, 1999 and filed under Clerk's File No. 99-R0059943 in Denton County, Texas and recorded on June 14, 1999; and

WHEREAS, Declarant wishes to further restrict the type and style of fencing that can be located on lots subject to the Declaration;

NOW THEREFORE, effective as of the first date above, Declarant hereby amends the Declaration and declares the following:

1. Section 1 of Article I of the Declaration is hereby amended to include the following definition:

- i. "Golf Course Lots" - Lots 18 through 21 of Block A, Lots 1 through 12 of Block G and Lots 1 through 15 of Block I of the Coyote Ridge Addition Phase I and Lots 6 through 40 of Block A of the Grandview Ridge Addition.

2. Section 8 (c)(i) of Article V of the Declaration is hereby amended to include the following language:

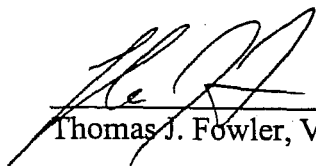
"Any and all perimeter fencing constructed and located on Golf Course Lots from the point of the rear building line and along the rear property line shall be constructed only of wrought iron materials of a type and design in accordance with that illustrated on Exhibit "A" attached hereto".

EXECUTED on day and year first written above.

DECLARANT:

INDIAN CREEK RESIDENTIAL, L.P.
a Texas limited partnership

By: Indian Creek Group, L.L.C., its General Partner

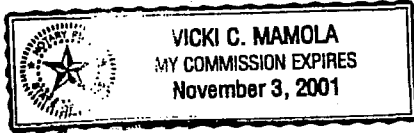


Thomas J. Fowler, Vice President

STATE OF TEXAS)(
)(
COUNTY OF DALLAS)(

This instrument was acknowledged before me on the 28th day of July, 1999, by Thomas J. Fowler, Vice President of Indian Creek Group, L.L.C., General Partner, on behalf of Indian Creek Residential, L.P.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of July, 1999.



Vicki C. Mamola
Notary Public

Notes: Paint Color to be black (flat finish)
All welds to be 100% continuous

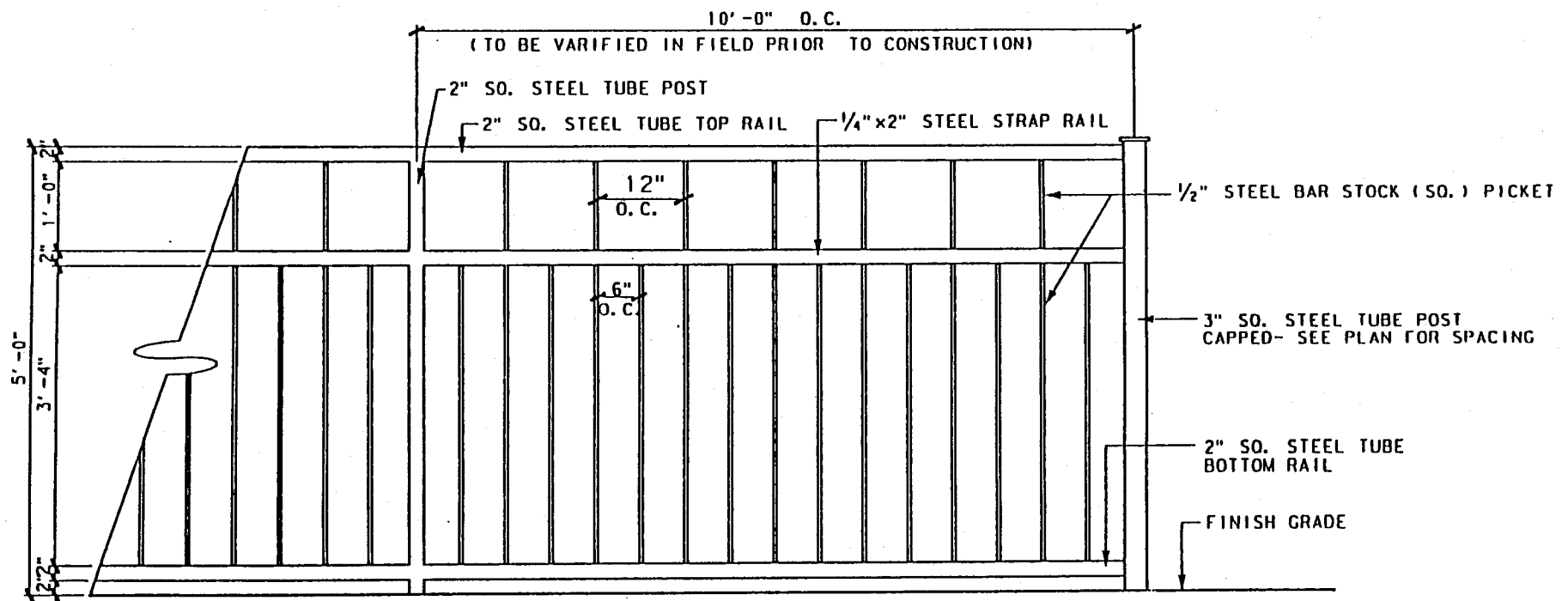


EXHIBIT "A"

4391 00154

NINTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
INDIAN CREEK RANCH

COUNTY OF DENTON)(
)(KNOW ALL MEN BY THESE PRESENTS:
STATE OF TEXAS)(

This NINTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIAN CREEK RANCH ("Eighth Amendment") is made this 2nd day of November, 2000 by Indian Creek Residential, L.P., a Texas limited partnership (the "Declarant");

WITNESSETH:

WHEREAS, Indian Creek Land, L.P. as Declarant executed a Declaration of Covenants, Conditions and Restrictions on the 23rd day of August, 1994, applicable to certain real property described in Exhibit "A" thereto filed under Clerk's File No. 94-R0065513 and located in the City of Carrollton, County of Denton, State of Texas; and

WHEREAS, the Declarant has heretofore prepared and filed the following instruments relating to Indian Creek Ranch: (i) that certain Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision (the "Declaration") dated August 23, 1994, recorded in the Deed Records of Denton County, Texas, on August 23, 1994, under Clerk's File No. 94-R0065513; (ii) that certain Amendment of Declaration dated December 5, 1994, and recorded in the Deed Records of Denton County, Texas, on December 7, 1994, under Clerk's File No. 94-R0090002 (the "Amendment of Declaration"); (iii) that certain Second Amendment of Declaration dated March 17, 1995, recorded in the Deed Records of Denton, County, Texas, on March 21, 1995, under Clerk's File No. 94-R0016441 (the "Second Amendment"), corrected by that certain Correction to Second Amendment of Declaration (herein so-called) dated May 5, 1995, and recorded in the Deed Records of Denton County, Texas, on May 9, 1995, under Clerk's File No. 95-R0027040; (iv) that Certain Third Amendment of Declaration dated November 14, 1995, filed in the Deed Records of Denton County, Texas, on December 12, 1995, under Clerk's File No. 95-R0077090 ("Third Amendment"), corrected by that certain Correction to Third Amendment of Declaration dated May 3, 1996, and recorded in the Deed Records of Denton County, Texas, on May 3, 1996, under Clerk's File No. 96-R0030299 ("Correction to Third Amendment"); (v) that certain Fourth Amendment of Declaration dated May 8, 1996, and recorded in the Deed Records of Denton County, Texas, on May 13, 1996, under Clerk's File No. 96-R0032712 ("Fourth Amendment"); (vi) that certain Fifth Amendment of Declaration dated August 12, 1996, recorded in the Deed Records of Denton County, Texas on August 15, 1996, under Clerk's File No. 96-R0056654 ("Fifth Amendment"); (vii) that certain Sixth Amendment of Declaration dated October 7, 1998, recorded in the Deed Records of Denton County, Texas on October 9, 1998, under Clerk's File No. 99-R0091964 ("Sixth Amendment"); (viii) that certain Seventh Amendment of Declaration dated April 15, 1999, recorded in the Deed

Records of Denton County, Texas on April 22, 1999, under Clerk's File No. 99-R0039401 ("Seventh Amendment"); and that certain Eighth Amendment to Declaration dated July 28th, 1999, recorded in the Deed Records of Denton County, Texas on July 29th, 2000, under Clerk's File No. 99-R0077069 ("Eighth Amendment") (the Declaration, Amendment of Declaration, Second Amendment of Declaration, Correction to Second Amendment, Third Amendment of Declaration, Correction to Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment being hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Declarant annexed in to the scheme of the Declaration the Grandview Ridge Addition as described in that certain Annexation Declaration No. 5 dated June 9, 1999 and filed under Clerk's File No. 99-R0059943 in Denton County, Texas and recorded on June 14, 1999; and

WHEREAS, Declarant wishes to further restrict define, clarify and restrict certain types building and access rights and privileges in the Grandview Ridge Addition subject to the Declaration;

NOW THEREFORE, effective as of the first date above, Declarant hereby amends the Declaration and declares the following:

1. A "Section 9" of Article XIII ("Easements") is hereby added to the Declaration reading as follows:

"Section 9. As it pertains exclusively to the Grandview Ridge Addition, access to any "use/access easements" per the final plat shall be between the hours of 8:00 a.m. and 7:00 p.m. only, except in the event of an emergency. Additionally, the use/access easement shall be maintained as open space with no paved driving surface, storage of materials, principal or accessory structure, mechanical equipment, electrical panel and gas meters or satellite television reception dishes located thereon except upon finding by the city of Carrollton that such does not impede the use of such easement for the maintenance of the adjoining structure. Notwithstanding the previous statement, the platted maintenance easement shall be allowed to contain utility meters and mechanical equipment on or adjacent to the zero side wall, provided that these items do not encroach over an adjacent lot or cross a platted lot line. The adjacent owner shall not impede airflow to the mechanical unit."

2. Section 8 (c)(i) of Article V of the Declaration is hereby amended to include the following language:

"As it pertains to the Grandview Ridge Addition, there shall be no fence constructed parallel to the designated zero lot line within the three (3) foot use/access easement area between the main structures from the front building line to the rear property line. A fence perpendicular to the designated zero lot line may be erected in this area, so long as visibility and easement restrictions are observed. This fence shall be the responsibility of

the adjacent owner to erect and maintain. A point-of-access (gate) shall be provided within the three (3) foot use/access easement.

EXECUTED on day and year first written above.

DECLARANT:

INDIAN CREEK RESIDENTIAL, L.P.
a Texas limited partnership

By: Indian Creek Group, L.L.C., its General Partner



Thomas J. Fowler, Vice President

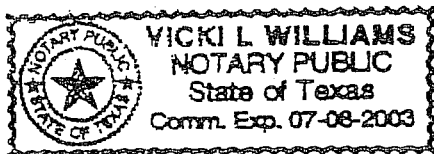
STATE OF TEXAS)(

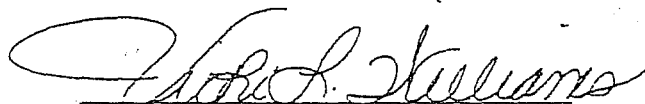
)(

COUNTY OF DALLAS)(

This instrument was acknowledged before me on the 24 day of NOV., 2000 by Thomas J. Fowler, Vice President of Indian Creek Group, L.L.C., General Partner, on behalf of Indian Creek Residential, L.P.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of NOV., 2000
~~July, 1999~~





Notary Public