

**DECLARATION OF RESTRICTIONS, COVENANTS,
AND CONDITIONS OF
WILLOW SPRINGS RANCH ADDITION**

THE STATE OF TEXAS ~
~
COUNTY OF TARRANT ~

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION made this 5th day of June 2003, by D. R. Moss Construction and Land Development Company LLC, hereinafter called "Developer".

Description of Property

The land to which these Restrictions apply is described as follows: Situated in Tarrant County, Texas and being all lots and all blocks of Phase I of the Willow Springs Ranch Addition situated in northwest Tarrant County Texas.

Restrictive Covenants

Each of the specifically lots shown upon the above described recorded subdivision shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

(A). All dwellings shall be constructed to front on the street on which the lots fronts, all lots are general rectangle in shape, and narrow end of said lots adjacent to the street shall be considered the front of the lot. Driveways from side streets are prohibited.

(B). All dwelling shall be erected and maintained behind the established building line of 75' feet from front property line, accessory structures shall behind the main structure, or as stipulated by the Architectural Control Committee.

(C). No building or accessory structure shall be erected closer than (15') fifteen feet from the side property lines of the lot, or (25') twenty five feet from the rear lot line. Accessory structures shall not exceed a total height of 25' feet. Accessory structures (barns, storage buildings, etc.) shall not exceed 1200 feet area, and shall be of same materials as the main structure, or constructed of factory colored finished standing ridge metal with proper trim, gutters and doors as approved by the Architectural Control Committee. No structure can be located in any easement, and easement holders have the exclusive rights to access to and through all easements located on each lot.

(D). The minimum floor area (the living area enclosed for heat and cooling) of any dwelling shall be not less than 2400 square feet.

(E). All dwellings must be built on site (no pre-manufactured or moved in structures allowed) only new construction shall be permitted, and they shall meet all recognized codes and standards. Exterior veneer shall be constructed of stone or masonry brick, to the extent that at least 75% of the area of the outside walls on the first floor are masonry, exclusive of windows and door openings. The second floor of such dwellings may be of masonry or other materials as may be approved by the Architectural Control

Committee. Any alterations or additions to any structure shall be govern by these same restrictions contained herein.

(F). All attached vehicles garages shall be side or rear entrance style. Detached automobile garages shall be of same construction materials as the main structure.

(G). Roofs shall be Elk Prestique or Timberline styled 240# weight or approved equal, utilizing earth tone colors. Main Roof structures shall be a minimum of 9/12 pitched.

(H). All fences shall be constructed to maintain uniformity of materials and designed as a fence material utilized by the Developer, with a maximum height of 6' feet. Wire types of fencing materials shall not be permitted in fences located in front of the established building line. This regulation shall not prohibit the placement of metal or masonry front fence and gate entrance to each lot, as long as it does not detract from the development. Solid barrier type of fencing can only be utilized , where special approval is granted by the Architectural Control Committee.

(I). All lots shall be utilized as single family residential purpose only. No structure or building for living quarters, shall be erected, altered or place on any lot other than one (1) single family residence per platted lot, as originally developed. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage are no more than two unrelated persons living together as a single housekeeping unit, together with any household servants. No house shall be occupied until it's construction is completed, and the house is ready for occupancy including connection to a county approved sewer and water systems, and all utilities are connected and in good working order

(J). None of the approved final platted and filed lots, as setforth and filed per each separate phase of the development with Tarrant County, can be subdivided into smaller lots. Except the original Developer shall have the right to revise the plat into lots that are in conformance with the regulatory authority size at the time of replat application.

(K). Each owner of a lot agrees to himself, his heirs or successors in interest that he will not in any way interfere with the established drainage patterns or easements over his lot from adjoining lots in said tract. Adequate provisions for proper drainage shall be maintained at all times. Established drainage is defined as the drainage which occurred at the time that the overall grading of the said tract, including landscaping of any lots is said tract, was initially completed. Easement holder's shall have exclusive rights to access and utilization of all easements on any lot.

(L). Livestock shall be limited to one head per acre, and shall be horses, cows, sheep or other domestic livestock animals approved by the architectural control committee. In no case shall pigs, goats, or similar type of livestock that would cause obnoxious orders or noise be allowed. Livestock barns and pens shall be kept in clean sanitary conditions at all times. Dogs, cats other household pets may be kept provided they are not kept for commercial purposes.

(M). No noxious or offensive act or activity shall be allowed upon any lots, nor shall anything be done thereon which may become and annoyance or a nuisance to the neighborhood. Only house/office types of business uses allowed, without any outside storage permitted, as a business from a residence.

(O). All TV antennas shall be located in the attics of the residence, satellite dishes must be screened from view of the street which the residence faces. No transmittal and receiving signal antenna shall exceed the roof height of the main structure of the lot in which it is located, and must be placed to screen them from the street the house faces.

(P). All lots shall be maintained by property owner in a neat and orderly fashion, no lot shall be utilized for dumping or rubbish, trash, debris, surplus soil or rocks, etc. No inoperative motor vehicles as defined by the state law, shall be stored on any lot. Any structure partially damaged by fire or storm or other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition. (Reasonable period of time to be determined by the architectural control committee.)

(Q). No residence of temporary character shall be permitted upon any lot, no accessory structure shall be built, until the main residence is under construction. All propane storage tanks shall be installed underground. All water storage tanks shall be installed inside the garage. Above ground swimming pools are prohibited.

(R). All trailers, boats, farm tractor, motor home, camper or similar wheeled vehicle must be stored behind the rear wall line of the residence on the lot.

(S). No vehicle larger than one ton rated capacity shall be maintained or stored on any lot, no vehicle of any size which transports inflammatory or explosive cargo shall be kept in the addition at any time.

(T). The construction or maintenance of billboards, poster boards or advertising of any kind on any part of the lot is prohibited, except that signs not exceeding 5 square feet in area and 4 feet in height shall be allowed to advertise the lot or house for sale. Subdivision signs and the developers signs shall be exempt from this requirement.

(U). Mailboxes shall be constructed on masonry materials to match the residence.

(V). Drives shall be all weather type concrete or combination of pavestone with appropriate expansion joints and reinforcement as necessary, drainage culverts shall be as sized by development Engineer, and must be concrete, each shall have approved finished concrete headwalls.

(X). Each lot on which a dwelling unit is constructed shall have landscaping, including, but limited to, shrubs, flowers, trees, ground cover and grass, of a sufficient quality, quantity and design to be compatible with landscaping on adjoining lots and the neighborhood setting intended for WILLOW SPRINGS RANCH ADDITION. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.

(Y). Each lot owner shall maintain their property in compliance with each of these restrictions including but not limited to mowing and maintaining the landscaping and vegetation of their Lot in such a manner as to control weeds, grass and/or other unsightly growth. If Owner shall fail to control weeds, grass and/or other unsightly growth; exercise reasonable care or conduct to prevent or remedy and unclean, untidy or unsightly condition, the Developer or Association shall have the easement, authority and right to go onto said Lot for the purpose of enforcement of any restriction contained herein, including but not limited to mowing and cleaning said Lot, and shall have authority and right to assess and collect from Lot owner, a reasonable fee for the

compliance efforts. If payment is not made within 30 days from billing date, then a assessments, plus 10% interest per annum thereon and costs of collection thereof, shall be a charge on the land, and shall be continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be continuing personal obligation of the person who was the owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinated and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date. The lien will accrue from date a "Notice of Lien" is filed in the lien records of Tarrant County, Texas.

Architectural Control Committee

No building shall be erected, placed, or altered on any building plot in this subdivision until a complete set of building plans and specifications which shall clearly indicated all exterior materials, and a plot plan indicating the location of such building, drives, sidewalk, landscaping and all other improvements on the lot shall have been delivered to the Architectural Control Committee designed as hereinafter provided, and until such building plans and specifications including a plot plan shall have been approved in writing by the Architectural Control Committee as being conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein continued. The Developer shall have the authority to appoint the Architectural Control Committee consisting of not less than five members, and any three members shall also have the authority to appoint a successor to fill any vacancies in the Architectural Control Committee, due to death or resignation, of any member. Three concurring votes of the members shall constitute a quorum which will carrier any action taken by the committee.

The Architectural Control Committee is authorized to delegate to three or more representatives authority to perform the duties of the Architectural Control Committee should at any time fail or refuse to appoint a successor Committee, the owners of a majority of the Lots included within subdivision, as determined on a per lot basis, shall have the right to elect or appoint, from time to time, a successor Architectural Control Committee. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within ten (15) working days after the same are submitted to it, an if all terms contained in these restrictions have been complied with, the Architectural Control Committee shall be deemed to have approved such plans, specifications and plot plan.

The Architectural Control Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to et provisions hereof. The Architectural Control Committee shall receive no fees or compensation for its services.

General Provisions

The restriction, Covenants an Conditions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association or the Owner of any land subject to the Declaration, their respective legal representative,

heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of fifty-one (51%) of the Lots Units has been recorded, agreeing to change said restrictions, covenants and conditions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice or proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Invalidation of any one of these covenants, stipulations, conditions to restrictions herein contained, by judgment or Court Order, shall in no way affect any of the other provisions but all of the said provisions shall remain in full force and effect.

EXECUTED this 5 day of JUNE, 2003.

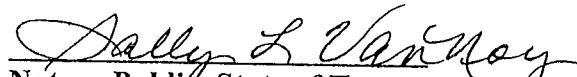
D.R. MOSS CONSTRUCTION &
LAND DEVELOPMENT LLC

BY 
DANNY R. MOSS

THE STATE OF TEXAS ~

COUNTY OF TARRANT ~

This instrument was acknowledged before me this 5 day of June 2003, by Danny R. Moss, President of D.R. Moss Construction and Land Development Company LLC.


Notary Public, State of Texas

