

(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, masonry or brick, to the extent that at least 65% of the area of the outside walls on the first floor are masonry, exclusive of window 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 governed 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 or approved equal, utilizing earth tone colors. Main Roof structures shall be a minimum of 9/12 pitched.

(H). All fences and entrances gates shall be white in color, and constructed to maintain uniformity of plastic/fiberglass materials designed as a fence material, with a maximum height of 6' feet. Wire 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.

(I). All lots shall be utilized as single family residential purposes only. No structure or building for living quarters, shall be erected, altered or placed 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 its construction is completed, and the house is ready for occupancy including connection to a county approved sewerage and water system and all utilities are connected and in good working order.

(J). None of the approved final platted and filed lots, as set forth and filed per each separate phase of the development with Tarrant County, can be subdivided into smaller lots.

(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 in said tract, was initially completed.

(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 odors 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 an annoyance or a nuisance to the neighborhood. Only house/office types of business uses without any outside storage will be permitted.

(O). All T.V. 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.

(P). All lots shall be maintained by the property owner in a neat and orderly fashion, no lot shall be utilized for the dumping of rubbish, trash, debris, surplus soil or rocks, ect. No inoperative motor vehicles as defined by state law, shall be store 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 of 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 vehicles 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 advertizing 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 advertize the lot or house for sale. Subdivision signs and the developers signs shall be exempt from this requirement.

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

(V). Drives shall be all weather type asphalt with proper sub-grade and base materials, pavestone or concrete with appropriate expansion joints and reinforcement as necessary, drainage culverts shall be as sized by development Engineer, and shall have approved 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 WEST 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 mow and maintain the landscaping and vegetation of his Lot in such a manner as to control weeds, grass and/or other unsightly growth. If after ten (10) days prior written notice and Owner shall fail to (1) control weeds, grass and/or other unsightly growth; (2) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Lot owner a reasonable fee for mowing or cleaning. The assessments, plus 10% interest per annum thereon and costs of collection thereof, shall be a charge on the land and shall be a 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 subordinate 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 on the lot shall have been delivered to the Architectural Control Committee designed as hereinafter provided, and until such building plans and specification including a plot plan shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. The plot plan and plans shall be returned to the owner of the Lot after approval of the Architectural Control Committee has been appropriately endorsed thereon. 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 as set forth herein. In the event that 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 the 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 five (5) 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 the provisions hereof.
The Architectural Control Committee shall receive no fees or compensation for its services.

General Provisions

The restrictions, Covenants and 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 then 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 of 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 judgement 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 16th day of September, 1997.

D.R. MOSS CONSTRUCTION &
LAND DEVELOPMENT CO.

BY *Danny R. Moss*
DANNY R. MOSS

THE STATE OF TEXAS ~
~
COUNTY OF TARRANT ~

This instrument was acknowledged before me, this 10th day of October 1997, by Danny R. Moss, President of D.R. Moss Construction and Land Development Company.(DBA)

My commission expires :

Mary E. Wilkinson
Notary Public, State of Texas

Notary's printed name:

