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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKVIEW LANDING

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

This Declaration, made on the date hereinafter set forth by Creekview Landing Development, Inc., a Texas corporation, hereinafter referred to as "Developer".

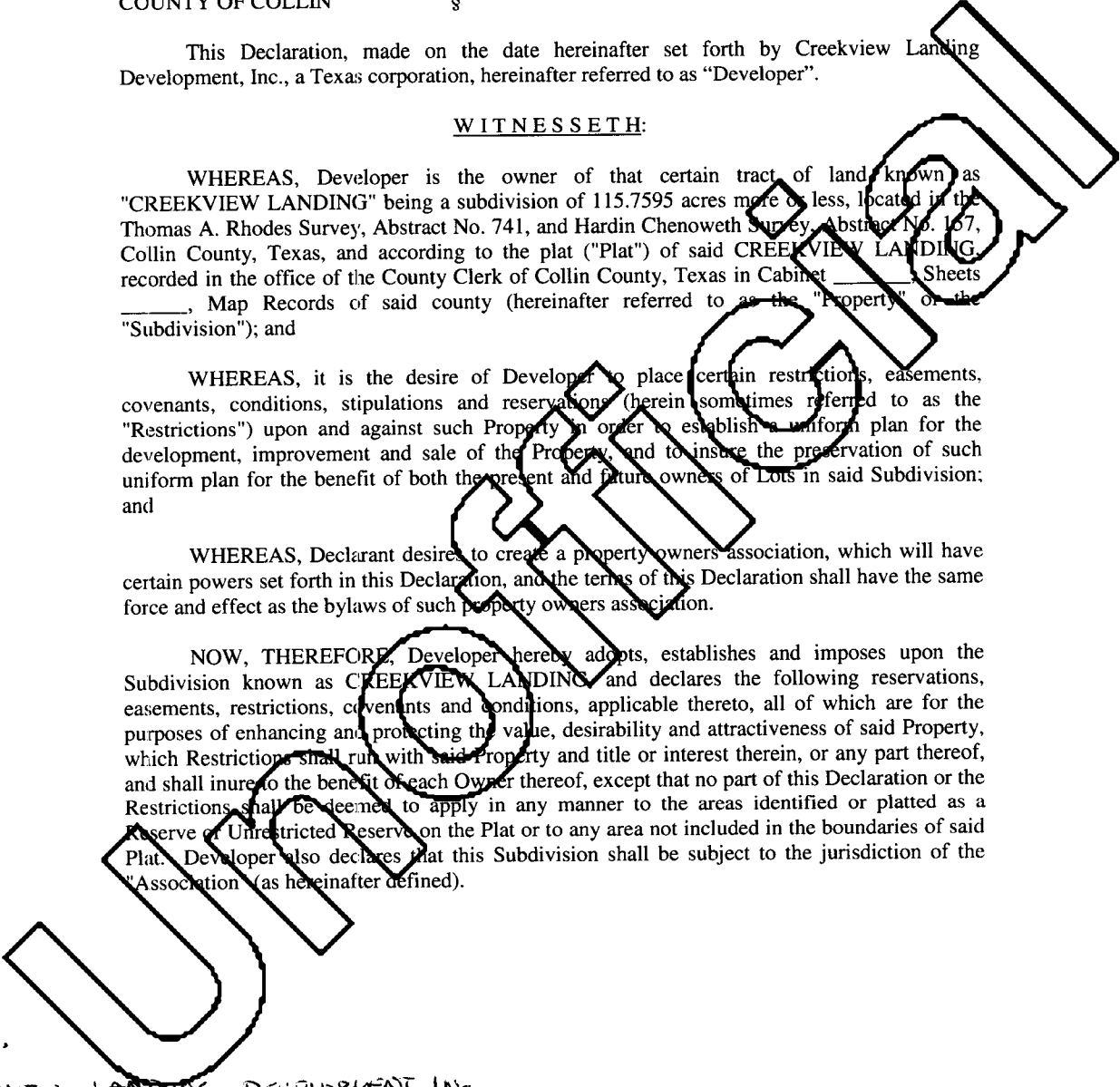
WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land known as "CREEKVIEW LANDING" being a subdivision of 115.7595 acres more or less, located in the Thomas A. Rhodes Survey, Abstract No. 741, and Hardin Chenoweth Survey, Abstract No. 167, Collin County, Texas, and according to the plat ("Plat") of said CREEKVIEW LANDING, recorded in the office of the County Clerk of Collin County, Texas in Cabinet _____ Sheets _____, Map Records of said county (hereinafter referred to as the "Property" of the "Subdivision"); and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property; and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said Subdivision; and

WHEREAS, Declarant desires to create a property owners association, which will have certain powers set forth in this Declaration, and the terms of this Declaration shall have the same force and effect as the bylaws of such property owners association.

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Subdivision known as CREEKVIEW LANDING and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to the areas identified or platted as a Reserve or Unrestricted Reserve on the Plat or to any area not included in the boundaries of said Plat. Developer also declares that this Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).



Ret to:
CREEKVIEW LANDING DEVELOPMENT, INC.
PO Box 3797
MCKINNEY, TX 75070

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ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context clearly indicates otherwise) shall have the following meanings:

Section 1: "ACC" means the Architectural Control Committee for the Subdivision and shall mean the committee established by the Declarant to review plans and applications for the construction or modification of improvements within the Subdivision.

Section 2: "ACC Guidelines" means the architectural and procedural guidelines for design, construction and modification of improvements within the Subdivision, including the procedures for the review and approval of variances, as adopted by the ACC.

Section 3: "Annual Assessment" shall refer to annual assessments levied on all Lots subject to assessment for the general benefit of all Owners.

Section 4: "Assessments" shall refer to Annual Assessments and Special Assessments.

Section 5: "Association" or "POA" means Creekview Landing Property Owners Association, Inc. or such other named entity as Declarant or the members of the Association may determine.

Section 6: "Board of Officers" or "Board" means and refers to the Board of Officers of the Association which will be the body responsible for the administration of the Association, selected as provided in this Declaration and generally serving the same role as the board of directors under Texas corporate law. The persons serving on the Board are referred to as "Officers".

Section 7: "Builder" means any Person which purchases one or more Lots within the Subdivision for the purpose of constructing improvements thereon for later sale to consumers or is hired by an Owner to construct his/her house within the Subdivision.

Section 8: "Bylaws" shall refer to the Bylaws of the Association, if the Board or the Members elect to adopt the same, to the extent not inconsistent with the terms of this Declaration. The terms of this Declaration shall have the same force and effect as the Bylaws of the Association.

Section 9: "Common Areas" means the Entrance Gate area of the Subdivision, and all real property (including improvements thereon) now or hereafter owned or controlled by the Association for the common use and enjoyment of the Owners. These common areas do not include the detention ponds which are entirely on private property and are controlled by the Owners of the Lots in which the detention ponds are situated.

Section 10: "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties, or the minimum standards established pursuant to the Governing Documents, whichever is a higher standard. Such standard shall be established through the ACC Guidelines, Rules, and Regulations and Board resolutions and may include both objective and subjective elements. The Community Wide Standard may evolve and change as development progresses and as the needs and desires within the Properties change. Any determination or interpretation regarding the standard, including, without limitation, whether the standard has been met in a particular situation, shall be made by the ACC (with respect to the design, construction and modification of improvements) or the Board (with respect to all other matters). The initial minimum standards shall be set forth in the ACC Guidelines and this Declaration.

Section 11: "Control Transfer Date" means the date as of which Owners collectively hold or control more than fifty percent (50%) of the outstanding votes of the Association.

Section 12: "Declarant" means the Developer named in the introductory paragraph hereto, its successors and assigns by operation of law, and/or any assignee which acquires one (1) or more undeveloped Lot from Declarant for the purpose of development, and receives an assignment from Declarant of all of its rights hereunder as Declarant, by an instrument expressly purporting to do so.

Section 13: "Governing Documents" means this Declaration (including the Restrictions set forth herein), the ACC Guidelines, the Certificate of Formation of the Association, the Bylaws, the Rules and Regulations, and Board resolutions.

Section 14: "Lot" shall mean and refer to any plot of land shown on the Plat, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as a Single Family Residence. The term shall refer to the land, if any, which is part of the Lot, as well as any improvements thereon.

Section 15: "Member" shall refer to a Person subject to membership in the Association, as described in Article IV, Section 1.

Section 16: "Owner" shall refer to one or more Persons who hold the record title to any Lot, but excluding in all cases any Person holding an interest merely as security for the performance of an obligation. The term "Owner" shall include the Declarant. With respect to any matter requiring the vote, consent, approval or other action of an Owner, only one (1) vote per Lot shall be cast. If more than one adjacent Lot is owned by any Owner (other than the Declarant), then, subject to Article IV of this Declaration, such Lots may be consolidated and, in such event, will carry one (1) vote in the aggregate.

Section 17: "Person" shall mean a natural person, a corporation, a partnership, a trust or any other legal entity or association.

Section 18: "Resident" shall mean and refer to any Person who inhabits a Single Family Residence, either permanently or temporarily, and may include, without limitation, an Owner or a lessee and their respective families, guests, invitees, servants or employees.

Section 19: "Rules and Regulations" shall mean any written rules or regulations adopted, implemented or published by the Association or the Board at any time and from time to time, as may be amended.

Section 20: "Single Family Residence" shall mean and refer to any permanent, detached structure or building used primarily as a residence, including the Lot on which said structure or building is situated, now existing or to be constructed.

Section 21: "Special Assessment" shall mean and refer to assessments levied against all Owners to cover unanticipated expenses or expenses in excess of those budgeted.

ARTICLE II

NAME OF PROPERTY OWNERS ASSOCIATION

The Association shall be known as CREEK VIEW LANDING PROPERTY OWNERS ASSOCIATION, INC, a non-profit corporation organized and existing under the laws of the State of Texas.

ARTICLE III

OBJECTIVES

The objectives of the Association shall be:

Section 1: To implement, through the joint efforts of all Owners and Residents, an exemplary community which will combine change with tradition and beauty with functional advancement, while preserving the natural serenity of the gently rolling Texas countryside in which it is situated.

Section 2: To achieve a high quality of life for those residing in the Subdivision through joint effort.

Section 3: To foster and maintain, through joint effort, the beautification of individual property; the safety and security of homeowners, children, and property; effective traffic safety measures to protect pedestrians, vehicle users of public roadways and personal property adjacent to such roadways.

Section 4: To foster and maintain cooperative efforts with neighboring homeowner associations.

Section 5: To foster effective measures to improve common services including fire protection and garbage collection, and the improvement of the furnishing of water, gas, telephone, electricity service, and police protection.

ARTICLE IV

RIGHTS AND OBLIGATIONS

Section 1: Each Owner shall automatically be a Member of the Association and required to pay Assessments to the Association as soon as ownership of the Lot is obtained. Membership may not be separated from the ownership of the Lots. Regardless of the number of Persons that may own or reside on a Lot, there shall be deemed to be only one Member per Lot. Adjacent Lots owned by one Owner (other than Declarant) may be consolidated at the election of the Owner and considered to be one Lot, incurring Assessments for a single Lot and carrying one vote in the Association. Alternatively, an Owner owning adjacent Lots may elect not to consolidate such Lots, in which event Assessments will be incurred separately for each Lot, and the Owner will have one vote for each Lot. If non-adjacent Lots are purchased by one Owner, Assessments must be paid on each Lot independently and the Owner will have one vote for each Lot.

Section 2: The Association shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including, without limitation, furnishings, equipment and landscaping) and shall keep them in good, clean, attractive and sanitary condition, order and repair (reasonable wear and tear excepted) in accordance with the Community Wide Standard and shall pay all state and local taxes assessed against the Common Areas and all improvements thereon.

Section 3: Every Owner and Resident of a Lot shall have the obligation to comply with this Declaration and the ACC Guidelines.

Section 4: The Board and Association shall have the obligation to ensure that all Owners/Members follow the Governing Documents and shall also have the power to:

- Cause to be kept a complete record of all its acts and corporate affairs;
- Establish the amount of the Annual Assessment;
- Send written notice of each Assessment to every Owner subject thereto;
- Take action as it deems appropriate to enforce the Restrictions set forth in this Declaration and ensure that the purposes thereof are fulfilled;
- Take action as it deems appropriate to enforce the ACC Guidelines and ensure that the purposes thereof are fulfilled;
- Impose reasonable monetary fines, which shall constitute a lien upon the violator's Lot if Assessments or fines are not paid;
- Suspend an Owner's right to vote until all Assessments and fines are paid;
- Suspend any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association;
- Exercise self-help and pass on the costs of the Association to the Owner/Member when any Governing Documents are not followed by such Owner/Member, specifically including, but not limited to:
 - towing of vehicles that are in violation of the Governing Documents,
 - removing non-conforming structures and/or improvements,
 - performing maintenance on an Owner's Lot such as care of landscaping/yard mowing if the grass is taller than 12 inches,
 - maintaining detention pond(s), if any portion thereof is located on an Owner's Lot,
 - repairing driveways, if holes or cracks are visible and not addressed in a timely manner,
 - repairing exterior lighting/mechanical facilities when not in working order or if bulbs are not replaced within a reasonable time after notification, and
 - removing litter/trash from areas that are visible from the street if not removed in a reasonable amount of time;
- Record a Notice of Violation or Notice of Failure to Comply on a Lot if the Owner is in violation of the Governing Documents;
- Levy a Special Assessment; or
- Take any other action to abate a violation of, or which are necessary or advisable to enforce the provisions of, the Governing Documents.

ARTICLE V

MEMBERSHIP IN ASSOCIATION

Section 1: Each Owner shall automatically be a Member of the Association. Membership may not be separated from the ownership of the Lots and shall run with the title to each Lot. All Members of the Association are subject to Annual Assessments and Special Assessments as requested by the Board and approved by a majority vote of the Members (but only to the extent approval of the Members is required under this Declaration).

Section 2: All Members of the Association shall abide by the Governing Documents and any subsequent Restrictions recorded with the Register of Deeds, Collin County, Texas, with respect to the Subdivision.

Section 3: Only those Owners whose Assessments are paid for the current fiscal year, and therefore are members in good standing, are eligible to vote. Only a single vote per Lot is allowed. If two or more adjacent Lots are purchased by one Owner, then subject to Article IV of this Declaration, they may be considered one consolidated Lot, and the Member will have one vote for all consolidated Lots. If non-adjacent Lots are purchased, Assessments must be paid on each Lot independently and the Owner will have one vote for each Lot.

Section 4: The Declarant will remain a voting member in the Association until such time that all Lots in the Subdivision are sold or the Declarant decides to no longer participate in the Association. The Declarant has three (3) votes for every Lot it owns.

ARTICLE VI

NOMINATIONS, ELECTION OF BOARD OF OFFICERS OF THE ASSOCIATION AND TERM ROTATIONS

Section 1: The initial Board of Officers will have three (3) members appointed by the Declarant to serve a term of three (3) years to ensure continuity and consistency during the organizational phase of the Association starting effective June 1, 2008.

Section 2: At the meeting of the Association beginning in December 2010, those Owners/Members who are in good standing and are current on Assessments may be nominated for a position on the Board to be elected at the March 2011 meeting of the Association. Those individuals who are serving on the Board at such time may also be nominated to serve again on the Board.

Section 3: All three (3) Officers shall be elected by the Members at the March 2011 meeting of the Association by plurality vote. The Officers elected at such meeting will begin their terms of office June 1, 2011, in order to allow a period for turn-over of required records and materials.

Section 4: At the March 2012 meeting of the Association, and at each March meeting of the Association thereafter, the Officers will be elected on a rotating basis. In odd years, the offices of President and Treasurer will be open for election. In even years, the office of Secretary will be open for election. As a result (except for the initial one-year term for the Secretary position), Officers will serve two (2) year terms.

Section 5: Each Officer will be permitted to serve on the Board only if all Assessments are paid current.

Section 7: Only one member of a household may serve as an Officer at any time. An additional household member may serve on any committee of the Association, but more than one household member may not serve on the same committee.

Section 8: An Officer may be removed from the Board prior to the expiration of his or her term only for cause. A petition stating the cause for removal, citing specific examples for removal of an Officer must be presented to the Board and the Association, and must be signed by Members representing not less than 25% of the total number of votes in the Association, in order to initiate action to remove an Officer. An Officer may only be removed by a 2/3 vote of the Members of the Association. Upon removal of an Officer for cause, a successor shall immediately be elected by the Members and will serve the remainder of the removed Officer's term.

Section 9: Officers appointed by the Declarant shall not be subject to removal by the Members until their initial three (3) year terms end. However, such Officers may be removed and replaced by Declarant for any reason during such period.

Section 10: Any Officer who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any Assessment or other charge due the Association for more than thirty (30) days, may be removed by a majority of the other Officers, and the remaining Officers shall appoint a new Officer to fill the vacancy for the remainder of the removed Officer's term.

Section 11: In the event of a death, disability, inability to perform or resignation of an Officer, a vacancy shall be declared by the Board and a successor shall be appointed by the other Officers to fill the remaining portion of the affected Officer's term.

ARTICLE VII

OFFICERS OF THE ASSOCIATION

Section 1: The officers of the Association will serve as members of the Board and will be elected as set forth in Article VI of this Declaration. The Officers shall consist of a President, Secretary, and Treasurer.

Section 2: Additional Officers may be added by recommendation of the Board and a majority vote of the Members.

Section 3: No person may simultaneously serve in more than one Officer position or as both an Officer and an ACC member.

ARTICLE VIII

DUTIES OF OFFICERS OF THE ASSOCIATION

Section 1: The Board of Officers, for the benefit of the Property and the Owners, shall have the right to do all things which are necessary or advisable in connection with enforcing the provisions of this Declaration and governing the affairs of the Association. Subject to the oversight of the Board, the Officers shall perform the duties prescribed in this article and such others as the Governing Documents or the parliamentary authority adopted by the Association require.

Section 2: The President:

- serves as the chief executive officer of the Association;
- serves as the official spokesperson of the Association;
- has general supervision of the affairs of the Association, subject to Board oversight;
- presides at all meetings of the Board and the Association;
- has the power to appoint committees to investigate any matters of common interest to Members of the Association and will be an ex-officio member of all such committees;
- ensures that orders and resolutions of the Board are carried out;
- is an authorized signatory on notes and checks and all other written instruments or contracts of the Association; and
- is a voting member of the Board.

Section 3: The Secretary:

- shall be Secretary of the Board of Officers;
- shall record the votes of the meetings of the Board and the Association;
- in the absence or inability of the President, may perform the duties of the President (unless the Board has appointed a Vice President to fulfill such responsibility);
- keeps the minutes of the proceedings of the Board and the Association in a book to be kept for the purpose;
- keeps the records of the Association;
- records in a book kept for that purpose the names of all Members of the Association together with their addresses and electronic mail addresses as registered by such members;

- notifies Officers and committee chairmen of votes, orders, and proceedings affecting or pertaining to their duties;
- maintains the Association's web site for informational purposes;
- in the absence of the President and any Vice President, the Secretary shall call a meeting of the Association to order and shall preside;
- attends to such correspondence as the Board or the Association may direct;
- distributes pamphlets, notices, and/or circulars as the Board or Association may direct;
- is an authorized signatory on notes and checks and all other written instruments or contacts of the Association; and
- is a voting member of the Board.

Section 4: The Treasurer

- has charge of the receipt of funds of the Association;
- deposits in appropriate bank accounts to the credit of the Association all monies of the Association;
- disburses, with the President, such funds as directed by resolution of the Board;
- keeps proper books of account;
- maintains the books for the Architectural Control Committee;
- monitors the accounts for fines and payment thereof;
- is an authorized signatory on notes and checks and all other written instruments or contacts of the Association; and
- is a voting member of the Board.

Prior to the March meeting of the Association, the Treasurer's account shall be audited by the Auditing Committee, which will be elected from the floor at the December meeting, and a written statement given on the status of the books. In the case of prolonged absence, illness, or death of the Treasurer, disbursements at the direction of the Board shall be made by the President and/or the Secretary.

ARTICLE IX
MEETINGS

Section 1: The regular meetings of the Association shall be for the purpose of receiving reports from the Board and standing committees; for the receiving of reports from ad hoc committees; for establishing programs and budgets in furtherance of the objectives of the Association; and for any other business that may arise. The regular annual meetings of the Association will be held quarterly (June, September, December and March) on the second Monday of the specific month, with notice being given to the members at least one week in advance of the meetings. The presence of a majority of Members who are eligible to vote shall be considered sufficient for a quorum and to transact business at all regular meetings of the Association.

Section 2: Special meetings of the Association shall be called by the Board upon written request by Members holding 25% or more of the votes of the Association. No less than one week notice of a special meeting shall be given, and only that business specified in the notice may be transacted. The presence of at least 2/3 of Members who are eligible to vote shall be considered sufficient for a quorum and to transact business at all special meetings of the Association. The Board shall have the power to call special meetings of the Association whenever it deems necessary.

Section 3: Any Officer may call a special meeting of the Board whenever the need arises. All business to be considered at a special Board meeting shall be stated in the notice. Regular meetings of the Board shall be held as needed, as determined by the Board. At least seven days notice of time and place of all Board meetings shall be given. Board meetings are closed meetings unless a specific Owner is requested to attend for input into an issue being considered by the Board. This procedure will be followed in order to maintain confidentiality of personal information that may be discussed.

Section 4: The presence of a majority of the Officers shall constitute a quorum at any meeting of the Board.

Section 5: Notice of meetings may be given by (a) regular mail to each Member's address as it appears on the membership records of the Association, or (b) electronic mail to any Member who has provided the

Association with such Member's electronic mail address for the purpose of receiving notices in such manner.

Section 6: Unless otherwise restricted by law, any action required or permitted to be taken at any meeting of the Members, Board, or any committee may be taken without a meeting if a consent in writing, setting forth the action to be so taken, is signed by a sufficient number of Members, Officers, or committee members as would be necessary to take that action at a meeting at which all of the Members, Officers, or committee members were present and voted. Such written consent shall bear the date of the signature of each Member, Officer, or committee member who signs the consent, and such written consent shall not be effective unless, within sixty (60) days after the date of the earliest dated consent, a consent or consents signed by the required number of Members, Officers, or committee members is delivered to the Association. Prompt notice of the taking of any action by Members, Officers, or committee members without a meeting by less than unanimous written consent shall be given to all Members, Officers or committee members who did not consent in writing to the action. This Section may not be used to avoid the requirement of any regular meeting of the Association.

ARTICLE X

ASSESSMENTS AND FINES

Section 1: The fiscal year of the Association shall be June 1 to May 31. The annual budget shall cover the fiscal year and shall be prepared on the basis of Assessments payable for the coming fiscal year.

Section 2: The Annual Assessments shall initially be Two Hundred Fifty dollars (\$250.00) per Lot, payable to the Treasurer no later than May 31 every year to ensure budget needs are met prior to the new fiscal year. In addition to levying Annual Assessments, the Association may levy Special Assessments as the occasion merits at a duly called meeting of the Association by majority vote of the Members present. All Assessments must be fixed at a uniform rate for all Lots.

Section 3: The amount of Annual Assessments for subsequent years shall be decided upon by the Board and presented at the March meeting of the Association. An Annual Assessment increase of twenty percent (20%) or less over the amount of the Annual Assessment in the immediately preceding fiscal year may be established by the Board without a vote of the Members. After such meeting, the Association shall give at least 60 days written notice to all Owners of the due date for payment of the Annual Assessment.

Section 4: Owners who purchase a Lot in the addition after June 1 will pay, at the closing of the purchase of the Lot, a pro-rated portion of the current fiscal year's Annual Assessment. Assessments will be due when the Owners take possession of the Lot. Unpaid Assessments will accrue a 1% interest rate per month until paid and all voting rights will be suspended until they are paid with interest in full.

Section 5: The ACC Guidelines will provide fines for non-compliance with the ACC Guidelines or this Declaration. The Association shall notify the non-complying Owner of each alleged infraction and provide an opportunity to be heard by the Board on the alleged infraction prior to the imposition of any fines. Notice of a hearing to discuss infractions must include the alleged infraction and the date, time and place that the hearing will be held, and such notice must be served on the Owner at least ten (10) days prior to such hearing. Penalties, if any are imposed, after a full due process hearing before the Board and a finding by the Board finds that an infraction or infractions have occurred, may impose a fine per violation against the Owner. Fines shall be paid not later than five (5) days after notice of the imposition of the fines).

After five (5) days, an interest rate of 1% (but not to exceed the maximum rate permitted by law) will be added every month thereafter until the fine is paid.

These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

The appeals process is addressed in Article XVII.

Section 6: All monies received from Assessments and fines paid to the Association or the ACC shall be deposited into the Association account and allocated as directed by the Board of Officers for the general benefit of all Owners.

Section 7: Each Owner hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all Assessments as described in this Declaration and all fines payable by an Owner pursuant to this Declaration and the other Governing Documents.

Section 8: The following properties within the Subdivision shall be exempt from all Assessments:

Section 8.1: All properties dedicated and accepted by the local public authority and devoted to public use.

Section 8.2: All Common Areas.

Section 8.3: All Lots owned by Declarant.

Section 9: All Assessments, together with interest thereon and costs of collection therefor, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made, and shall be the continuing personal obligation of the Person who was the Owner of such Lot at the time when the Assessment was first due. All Assessments shall constitute and be secured by a separate and valid and subsisting deed of trust assessment lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements and fixtures thereon, for the benefit of the Association and the Members. Notwithstanding any other provision hereof, the lien to secure the payment of Assessments or any other sums due hereunder and any other lien which the Association may have on any Lot or pursuant to this Declaration shall be subordinated to the lien or equivalent security interest of any first lien mortgage or deed of trust on any Lot. Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party, shall extinguish the liens securing maintenance charges or assessments or any other sums due hereunder which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which become due prior to such foreclosure be extinguished by any foreclosure, nor shall the lien for future assessments or charges be affected in any manner.

ARTICLE XI

COMMITTEES

Section 1: A certified public accountant or certified public accounting firm shall be appointed by the Board at the regular June meeting of the Association to audit the books and records of the Association for the immediately preceding fiscal year. The auditor shall examine the books of the Treasurer and shall submit a written statement for the regular September meeting of the Association.

Section 2: The Finance Committee shall be appointed by the Board at the regular December meeting of the Association and shall consist of the Treasurer (as Chair) and two voting Members of the Association. It shall consider requests for funds, plan a budget, and recommend to the Board such expenditures as the committee deems expedient. It shall report at the next meeting of the Board and at the March meeting of the Association.

Section 3: The President shall have the power to appoint committees not otherwise addressed in this Article to investigate any matters of common interest to Members of the Association.

Section 4: The ACC will consist of three (3) individuals who are Members of the Association that will initially be chosen by the Declarant and will serve a period of three (3) years in order to promote consistency and continuity in the adherence to the Restrictions and ACC Guidelines, as homes are being built in the Subdivision. These individuals may not be removed by the Members/Owners until their three (3) year terms are concluded. However, any of these individuals may be removed and replaced by Declarant for any reason prior to the end of such person's term. The three (3) positions will consist of a Chairman, Vice Chairman and Secretary. All financial transactions will be turned over to the Treasurer of the POA for deposit and disbursement. After the initial terms of the Declarant appointees, removal of an ACC member prior to the end of his or her term will require a petition signed by Members holding at least 25% of the votes in the Association and must be presented to the POA Board. It will be the decision of the Board whether to remove such ACC member after investigating the allegations presented in the petition and the Board decision will be final.

Section 4.1: In July 2011, the ACC positions will be opened to the Members in good standing and current on all Assessments to place their names in nomination for one of the three positions. The current ACC members will have the option to request to remain in a position. The ACC members will be elected by the Board by majority vote.

Section 4.2: Beginning in July 2012, and each July thereafter, the ACC positions will be appointed on a rotating basis. In odd years, the positions of Chairman and Secretary will be open for appointment by the Board. In even years, the position of Vice Chairman will be open for appointment by the Board. As a result (except for the initial one-year term for the Vice Chairman position), the term of office for each ACC position will be two (2) years. If the Board decides with a majority vote to ask any current ACC members to continue for an additional term after the expiration of their terms, they may be appointed to do so.

Section 4.3: At such time that an ACC member's (or his or her family member's) plans for new construction or improvements is brought before the ACC for approval, that member MUST abstain from the voting and approval process.

Section 4.4: If a third vote is needed on the ACC because a member is abstaining, then an Officer (who is not a family member of the abstaining ACC member) will be seated for that one request as the third member of the ACC.

ARTICLE XII

PARLIAMENTARY AUTHORITY

The rules contained in *Robert's Rules of Order Revised* shall govern this organization in all cases to which they are applicable and in which they are not inconsistent with this Declaration.

ARTICLE XIII

AMENDMENTS

Section 1: Prior to the Control Transfer Date, Declarant may, without the approval of any Owner or Member, amend this Declaration to correct any typographical or grammatical error, oversight, ambiguity or inconsistency; provided, that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or mortgagee.

Section 2: Any other amendments to this Declaration may be made by Members holding at least two-thirds (2/3) of the votes of the Association, provided that the notice to the Members of the meeting discloses that the amendment of the By-Laws is to be considered. At least seven (7) days notice prior to an amendment meeting must be given to all Owners. However, no such amendment will be effective without Declarant's approval until the earlier to occur of the date of the first election of Officers by the Members, or the date on which Declarant ceases to own any Lots.

Section 3: In case of any conflict between the ACC Guidelines and this Declaration, this Declaration shall control. In case of any conflict between the Rules and Regulations and this Declaration, the this Declaration shall control.

Section 4: Unless otherwise provided prior to its adoption or in the motion to adopt, an amendment shall become effective upon adjournment of the meeting at which it is adopted. Each amendment to this Declaration must be evidenced by recording such amendment in the appropriate real property records of Collin County, Texas.

ARTICLE XIV

INSURANCE

Section 1: The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most equivalent coverages as are reasonably available. The insurance coverage shall be written in the name of, and the proceeds shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association will be included in the Assessments made by the Association.

Section 1.1: Blanket "all-risk" property insurance for all insurable improvements on the Common Areas, and any other portions of the Subdivision for which the Association has expressly assumed responsibility for maintenance in the event of a casualty. If such coverage is not generally available at reasonable cost, then at a minimum an insurance policy providing fire and extended coverage, including coverage for vandalism and malicious mischief shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of the insured property under current building codes and ordinances.

Section 1.2: Commercial general liability insurance on the Common Areas, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, such policy shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage.

Section 1.3: Liability Insurance for the Board members and for the ACC members if generally available at reasonable cost, such policy shall have a limit of at least \$1,000,000.00 per occurrence.

Section 2: Each Owner shall carry property insurance on the main living structure on the Lot in the amount of the cost of structure constructed on the Lot providing full replacement cost coverage less a deductible of not more than 2% of the total cost of the house. A policy declaration page must be provided yearly to prove coverage when Assessments are paid.

Section 3: The Association shall require an Owner or Builder to obtain a comprehensive general liability policy prior to the commencement of construction on a primary residence for which plans and specifications must be submitted to the ACC for approval under this Declaration. Such policy shall have a combined single limit of not less than the full value of the building(s) being constructed covering all losses, damages and claims arising out of the original contractor's or Builder's use of activities on and/or ownership of the Lot, including property damage, bodily injury and death. Such policy shall also name the original contractor or Builder as the insured party and the Association as an additional insured.

Section 3.1: A policy cover page evidencing insurance required shall be provided to the ACC and the Association prior to the commencement of any construction or modification of an improvement on a Lot and such insurance shall be maintained in effect so long as the contractor/Builder is engaging in any construction on any Lot within the Properties.

Section 4: In the event of damage to or destruction of any part of the improvements to the Common Areas or other property insured by the Association, the Association shall repair or replace the same improvements from the insurance proceeds available.

Section 4.1: If insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other assessments made against such Owners.

Section 4.2: If it is determined by a vote of 75% of the total Association membership not to repair or reconstruct, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive landscaped condition consistent with the Community Wide Standard.

Section 5: In the event that any building constructed on a Lot has burned and is thereafter abandoned for at least ninety (90) days, the Owner of the Lot shall cause the burned building to be removed and the Lot cleared the expense of such removal and clearing to be paid by the Owner.

Section 5.1: In the event the Owner does not comply with this provision, then the Association may, after thirty (30) days written notice to the Owner, cause such burned building to be removed and the Lot cleared and charge the cost to the Owner.

Section 5.2: In such event, the Association shall not be liable in trespass or for damages, expenses, and costs or otherwise to the Owner for such removal and clearing.

Section 5.3: The Association shall have no obligation to procure insurance to protect against fire or other casualty to any of the improvements on any Lot and each Owner is encouraged to secure and maintain such insurance coverage as is deemed prudent or desirable by such Owner.

ARTICLE XV

OFFICIAL RECORDS OF THE ASSOCIATION

The Board of Officers shall maintain each of the following items, which constitute the official records of the Association:

Section 1: Copies of any plans, specifications, permits, and warranties related to improvements constructed on the property that the Association is obligated to maintain, repair, or replace.

Section 2: A Copy of the Certificate of Formation and Bylaws of the Association and each amendment to the Certificate of Formation and Bylaws.

Section 3: A copy of this Declaration and each amendment thereto.

Section 4: A copy of the ACC Guidelines and each amendment thereto.

Section 5: The minutes of all meetings of the Board of Officers and of the minutes of the general POA meetings and must be retained for at least 7 years.

Section 6: A current roster of all Members and their mailing addresses and parcel identifications.

Section 7: All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.

Section 8: A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be kept for a period of 3 years.

Section 9: The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

Section 9.1: Accurate, itemized, and detailed records of all receipts and expenditures

Section 9.2: A current account and an annual statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

Section 9.3: All tax returns, financial statements, and financial reports of the Association.

Section 9.4: Any other records that identify, measure, record, or communicate financial information.

Section 9.5: Records showing the name and current address of any Owners that are assessed fines and their current status on payment and interest incurred.

Section 9.6: A copy of the Association's tax exempt certificate.

Section 10: Correspondence with the ACC on matters of Restriction and ACC Guideline violations that have occurred during the construction phase or improvement phase of a home.

Section 11: Correspondence and documentation of requests for decision on Restriction and ACC Guideline violations and all actions taken for each issue.

Section 12: All plans, requested materials and other such information that is to be retained by the ACC and paperwork outlining its actions and requests to Builders and Owners. These are confidential papers and will be treated as such.

ARTICLE XVI

FINANCES

Section 1: All checks written for the Association shall bear the signatures of two (2) Officers.

Section 2: The President, the Secretary and the Treasurer will be authorized to sign checks for monthly maintenance payments or any other bills that may come due to the Association.

Section 3: A budget will be prepared for the Board by the Finance Committee and presented to the Members for approval at the September meeting each year.

Section 4: A checking account and a savings account will be maintained by the Association.

Section 5: All Assessments, assessed fines and ACC monies will be deposited into the POA account within 5 days of being received by the Association.

Section 6: All money requests for Association funds must be submitted on a Request for Funds form with an explanation as to disbursement of monies. The majority of the Board must approve any requests for funds and payment of non-budgeted expenses before they can be paid.

Section 7: The financial records of the Association shall at all times, during reasonable hours, be subject to inspection by any Member.

ARTICLE XVII

APPEAL PROCESS

Section 1: The below guidelines are to outline the due process and appeal guidelines for an Owner both with the ACC and the POA.

Section 2: For the Architectural Control Committee.

Section 2.1: The ACC will handle all construction and improvement requests for as detailed in this Declaration and the ACC Guidelines.

Section 2.2: The ACC also handles complaints and/or violations for new construction or for improvements being made to a Lot.

Section 2.3: Decisions of the ACC may be appealed in writing or in person to the ACC for reconsideration. If an agreement cannot be reached, then the avenue of appeal will be to the Board.

Section 2.4: It is agreed by the Association that the ACC exists to uphold the standards and values of the Lots by protecting the Owners' investments. Decisions made by the ACC will be made in line with the provisions of this Declaration and the ACC Guidelines. In addition, no architectural requests will be granted which are deemed to be in violation of any applicable Federal, State or County laws. In instances where requests are of a nature not specifically covered by the this Declaration or the ACC Guidelines, every effort will be made to arrive at a decision that is in line with their spirit and intent, and consistent with the objective of maintaining a high quality of life for those residing in the Subdivision. Matters referred to the Association for review will be decided by the same parameters.

Section 2.5: ACC requests for stoppage of unapproved work must be acknowledged and acted upon immediately by the Builder and the Owner.

Section 2.6: The ACC can request an immediate stop of unapproved work without prior letters or notification. This demand is to be followed up with a letter delivered to the site of the work as soon as possible. (Normally direct contact with the Owner will be made during the approval of an ACC application.) If corrective action or a resolution is not immediately achieved, the ACC may request a Temporary Injunction or other equitable relief to immediately stop or reverse the unapproved work. The ACC will notify the Board of its actions and submit a copy of all correspondence to the Board.

Section 3: For the Association.

If any Restrictions are violated by an Owner or Resident after construction is complete on such Owner's or Resident's home, then any other Resident may submit an issue of concern regarding such violation in writing to the Board. Upon receipt, the Board will attempt to verify the alleged complaint to determine if it is in fact a Restriction violation and will then deal with the issue in a timely manner in order to resolve the violation.

Section 4: Owner/Resident notification of Restriction violations will be handled as follows:

Section 4.1: Initial Contact - An attempt will be made to notify the Owner/Resident by phone or in person about the potential issue. A minimum of two contact attempts (i.e. phone calls or in person contact attempts) will be made before sending a certified POA notification letter.

Section 4.2: First Notification - The first notification letter will be sent to the violating Owner/Resident by the POA. This will describe the violation, including a statement of any amounts due the Association, and pertinent section(s) of the Restrictions that have been violated. The letter will state that the Owner/Resident has thirty (30) days to cure the violation (which is acknowledged to be a reasonable cure period) and may request a hearing before the Board on or before the 30th day after the date the Owner/Resident received the notice. In the event the violations cannot be corrected within the 30-day period, the Owner/Resident must submit a written explanation to the Board.

Section 4.3: Second Notification- If no action results from the first notification attempt, a second notification letter will be sent to the Owner/Resident upon expiration of thirty (30) days after the first notification letter, stating that the violations still exist. The letter will state that the Owner/Resident now has seven (7) days to correct the violation or submit to the Board a written explanation for the delay.

Section 4.4: Third Notification- This notification may be sent to the Owner/Resident upon expiration of seven (7) days after the second notification letter. The letter will state that the violations still exist and the Owner/Resident now has three (3) days from the receipt of this notice to correct the violation or submit to the Board a written explanation for the delay. This notification will also state that attorneys' fees and costs will be charged to the Owner/Resident if the violation continues after such date.

All notification letters under this Section 4 must be sent by certified mail, return receipt request.

Section 5: Mediation

A mediation process may be instituted by the Owner/Resident or by a majority vote of the Board if there has been no collective action or resolution to the dispute between the Owner/Resident and the Association. The Owner/Resident will be responsible for paying all the expenses incurred for mediation and all expenses from any action that results if mediation is utilized. The mediation group to be used will be AAA Mediation in Dallas.

Mediation is not binding arbitration and does not result in a binding third party decision.

Section 6: Legal action may be taken by the Association if the violations are not remedied, or medication is not request by the Owner/Resident after the third notification.

ARTICLE XVIII

ARCHITECTURAL STANDARDS

Section 1: The Association shall have an Architectural Control Committee in place which consists of three (3) Owners who are natural persons and who have been appointed by the Declarant. The ACC shall adopt the ACC Guidelines, and may amend the ACC Guidelines, by majority vote.

Section 2: These three (3) Owners will serve for a period beginning May 1, 2008 and continuing to July 1, 2011, in order to provide consistency, stability and commitment to ensure a level of distinction that reflects the community during the initial development of the Properties. The three (3) persons appointed by the Declarant must have closed on the purchase of their Lots within the Subdivision no later than September 1, 2008.

Section 3: At the end of the appointed term, the Board may, at its option, either decide to elect new members of the ACC for a period of two (2) years or to allow the current members to continue to serve for an additional period of two (2) years, at their discretion.

Section 4: The ACC will have the exclusive and absolute authority to administer and enforce architectural controls and to review and act upon all applications for construction within the Properties. The ACC also possesses the authorization to impose fines for non-compliance with the Restrictions and ACC Guidelines, in order to ensure conformity to them.

Section 5: Meetings of the ACC and Owners/Builders will be closed meetings in order to protect financial information from being made public. All paperwork, plans, pictures and brochures will be kept in a locked cabinet in order to ensure privacy.

Section 6: Regardless of the review and approval of any application by the ACC, the ACC shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, compliance with building codes for McKinney or Collin County or other governmental requirements, or conformity of quality, value, size or design among Lots. The ACC does have the authority to refuse to allow any Builder to build within the Subdivision, if the ACC feels that such Builder's homes do not meet the standard for the Subdivision.

Section 7: The ACC's approval of any application shall not be deemed to be a representation or warranty that the construction or modifications or any improvement pursuant to such approval will be free of defects in the quality of materials or labor provided or in its design.

Section 8: Each Builder/Owner should obtain whatever soils reports, foundation studies, and/or engineering studies they deem necessary to determine the adequacy of construction of any improvements prior to the purchase of a Lot and beginning of construction.

Section 9: None of the Association, the Declarant, the Board, the ACC or any member of any of the foregoing shall be held liable to anyone submitting plans and specifications for approval or to any Owner. None of the foregoing will be liable for the choice of any Builder that is approved by the ACC.

Section 10: All construction of improvements and placement of landscaping within the Subdivision, all alterations and additions thereto, and any demolition thereof, requires approval in writing from the ACC prior to commencement. Trees and underbrush are not included in this requirement, but care should be taken to preserve as many of the hardwood trees as possible on each Lot within the Subdivision.

Section 11: A pre-approval may be requested by the Owner/Builder when plans are finalized before final selections for the home are made in order to assure that the home fits into the Community Wide Standard. This pre-approval in no way gives implied or any other permission to waive the approval process required after selections are made before work begins on the Lot for construction of a home.

ARTICLE XIX

COMMON AREAS; RIGHTS, RESERVATIONS AND EASEMENTS

Section 1: COMMON AREAS

Section 1.1: The Common Areas shall be designated as such on the Plat or shall be conveyed by Declarant to the Association. The Association shall maintain and control the Common Areas for the benefit of the Owners.

Section 1.2: Additional property may be added to the Common Areas upon the majority vote of the Association's Members.

Section 1.3: The Declarant shall dedicate and convey the easement rights to the Common Areas to the Association, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default and utility and other easements and encumbrances of record in Collin County, Texas.

Section 1.4: Every Owner and other occupant of a Lot shall have and share a non-exclusive right and easement of use and enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot; provided, that such easement shall not give any such person the rights to use the Common Areas in a manner inconsistent with the use being made by the Association or to make alterations, additions or improvements to the Common Areas.

Section 1.5: The rights and easements of enjoyment created hereby shall be subject to the following:

Section 1.5.1: The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Areas;

Section 1.5.2: Subject to the majority vote of the votes of the Members, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage the Common Areas, and the rights of such mortgagee in the Common Areas shall be subordinate to the rights of the Owners hereunder;

Section 1.5.3: The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

Section 1.5.4: The right of the Association to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Areas and/or common facilities for any period during which any Assessment against a Lot resided upon by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of the Rules and Regulations;

Section 1.5.5: The right of the Association to charge reasonable admission and other fees for the use of recreational facilities on the Common Areas, if any such recreational facilities are ever constructed; and

Section 1.5.6: Subject to the majority vote of the Members, the right of the Association to acquire additional Common Areas.

Section 1.6: The Board shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and upon such conditions as the Board may determine.

Section 2: SPECIAL FENCING AND LANDSCAPING

Section 2.1: Declarant and/or the Association shall have the right, but not the obligation, to erect, install, maintain, repair and/or replace fences, walls and/or screening landscaping within (a) that portion of any Lot situated along the perimeter of the Subdivision, as shown on the Plat, or (b) on any portion of the Property not comprising any portion of a Lot or dedicated street or alley. Any fence, wall or sprinkler system shall be the property of the Owner of the Lot on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Declarant and the Association set forth herein.

Section 2.2: Declarant and/or the Association shall have the right to grade, plant and/or landscape and maintain, repair, replace and/or change such grading planting and landscaping on any portion of the Property not comprising any portion of a Lot or a dedicated street or alley or on any portion of a Lot over which an easement has been reserved for the benefit of the Association.

Section 2.3: Declarant and the Association shall have, and hereby reserve, the right and easement to enter upon any portion of the Property for the purpose of exercising the discretionary rights set forth in this Section 2.

Section 2.4: The Association shall be responsible for maintenance of all landscaping, buffering, screening, irrigation and associated improvements adjacent to the Subdivision along public thoroughfares. If the Association defaults in this obligation, the City of McKinney shall have the right to maintain such items, to collect Assessments from the Owners pursuant to the terms of this Declaration to fund such maintenance, and to enforce the liens granted to the Association for non-payment of such Assessments by any Owner.

Section 3: EASEMENTS; DECLARANT RIGHTS AND RESERVATIONS

Section 3.1: Easements for the installation and maintenance of utilities and drainage facilities shall be reserved as shown on the Plat and shall be observed by each Owner and shall not be in any manner obstructed so as to hinder or defeat such easement. Declarant may reserve easements for the purpose of erecting and maintaining permanent fencing along adjacent roadways, landscaping along the same and entry features (landscaping features and the like) about the entrances to the Subdivision. Declarant and the Association reserve the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements.

Section 3.2: Owners shall be responsible for maintaining the ponds that are located on their respective Lots to the same condition and safety levels as designed and in a manner that complies with all requirements under the insurance policies to be maintained by the Association and such Owners under the terms of this Declaration. The Association has the responsibility to periodically inspect and, if an Owner fails to properly maintain a pond located on his or her Lot, the responsibility and authority to perform the necessary maintenance on such ponds and assess the failing Owner all costs incurred by the Association for such maintenance. Declarant reserves on behalf of the Association an ingress and egress easement across all Lots containing ponds for the purpose of inspecting and maintaining the ponds.

Section 3.3: All dedications, limitations, restrictions and reservations that are shown on the Plat, and any replats of the Property or amendments thereto, shall be deemed to be incorporated herein and shall be construed as being adopted in each deed or other instrument conveying Lots on the Property, whether specifically referred to therein or not.

Section 3.4: Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Declarant's written notice to the Association of Declarant's termination of any or all of these rights. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by Declarant to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Declarant. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

Section 3.5: Declarant shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners. Declarant shall, upon the Control Transfer Date, convey or transfer such improvements to the Association, and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

Section 3.6: Declarant shall have and hereby reserves the right to reasonable use of the Common Areas and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Property. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property; may use vehicles and equipment within the Common Areas for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property, who are not Owners or Members of the Association, to use the Common Areas at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection

with the development, promotion and marketing of the Property. Further, the Declarant may establish rules and regulations for the use of the Common Areas in the Property.

Section 3.7: Declarant shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easements, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Property, located in, on, under, over and across (a) the Lots or other property owned by Declarant, (b) the Common Areas, and (c) existing utility easements. Declarant also reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements for access over and across the streets and roads on the Property to other public roads for the benefit of owners of property, regardless of whether the beneficiary of such easements own property which is hereafter made subject to the jurisdiction of the Association.

Section 3.8: Declarant shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association as Common Areas at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

Section 3.9: Prior to the Control Transfer Date, the Declarant may file a statement in the Real Property Records of Collin County, Texas, which expressly provides for the Declarant's discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Declarant, or assignment to any third party owning any portion of the Property, of one or more of Declarant's specific rights and prerogatives provided in this Declaration to be exercised by Declarant. The assignee designated by Declarant to exercise one or more of Declarant's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the Control Transfer Date, or the date such assignee files a statement in the Real Property Records of Collin County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Declarant discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Declarant shall not incur any liability to any Owner, the Association or any other party by reason of the Declarant's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Upon the Declarant's assignment of its rights as of the Control Transfer Date to the Association, the Association shall be entitled to exercise all the rights and prerogatives of the Declarant.

Section 4: RESTRICTION ON SUBDIVISION OF LOTS

Section 4.1: Notwithstanding anything to the contrary contained herein, no Lot shall be subdivided or split.

Section 4.2: Notwithstanding any other provision of this Declaration to the contrary, the provisions of Section 4.1 above may only be amended if such amendment is in accordance with all applicable statutes, laws and ordinances or is otherwise approved by all appropriate governmental authorities.

ARTICLE XX

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1: RESIDENTIAL USE ONLY

Section 1.1: Each Lot shall be used for single-family residential purposes only. Except as otherwise provided herein, no building or other structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence per single or consolidated Lot, which residence may not exceed two (2) stories in height. The ACC will consider, but will have no obligation to approve, a residence that is three (3) stories in height.

There shall not be erected on any Lot a residence whose quality of structure and finish does not meet minimum property standards established by any applicable Building Codes, nor shall any alteration or addition to any residence be made which does not meet the same minimum property standards.

There is no time period in which a property owner must start construction of a residence.

Section 2: SINGLE FAMILY USE RESTRICTIONS

Section 2.1: Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants and occasional guests.

This Section is intended to prohibit duplexes, condominiums, townhouses, log homes, garage apartments, apartment houses and communal style living, such as group homes, homes or facilities for rehabilitation drug treatment, group foster homes, nursing or assisted group living arrangements.

It is not the intent of the Declarant to exclude any individual from a dwelling who is authorized to so remain by any state or federal law. If a court of competent jurisdiction finds that the foregoing provision or any other provision of this Declaration, is in violation of any law, then the prohibited provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law. Declarant, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

Section 2.2: One guest/servants house may also be built on a Lot, provided it matches the same design requirements as the main dwelling. Any such guest/servants house must contain a minimum of 500 square feet, may not contain more than a maximum of fifty percent (50%) of the square footage of the main dwelling, must be built after or while the main dwelling is being built, and must be approved in writing by the ACC prior to construction. Such dwelling must adhere to all setback restrictions and may not be constructed in front of the main dwelling's front elevation line.

Section 3: GARAGES

Section 3.1: Each residence shall have an attached garage suitable for parking at least three (3) standard size automobiles contained within the main structure of the house. All garage doors will be equipped with automatic remote controlled door openers and shall remain closed when not in use. No attached garage shall have an opening which directly faces any street; provided that the placement of garages on corner Lots shall be subject to special approval of the ACC.

Section 3.2: ACC approval must be obtained if an attached garage faces the street toward which the front of the house faces. In reference to attached front facing garages, there may not be more than two (2) openings in any garage and those openings may not exceed eight (8) feet in height or ten (10) feet in width per opening. There must be a minimum of a two (2) car side opening garage contained in the main structure in order to be considered by the ACC for a front opening garage.

Section 3.3: Detached garages may have an opening that faces the street only with approval from the ACC and with doors not to exceed eight (8) feet in height or ten (10) feet in width. If doors exceed eight (8) feet in height or ten (10) feet in width, then the ACC will not consider such garages for approval to face the street. Detached garages with openings exceeding the above mentioned measurements must be side or rear opening only.

Section 3.4: Garages may not be placed in a basement space on any structure on the Lots.

Section 3.5: Detached garages must be built of like material and construction to the main structure on the Lot and meet those masonry requirements on all elevations that face a street.

Section 3.6: No garages or other buildings on the Lot may exceed the main dwelling in height, violate any setback restrictions, or be constructed in front of the main dwelling front elevation line.

Section 3.7: All garage doors must be constructed of wood, or ACC approved wood-like material, for any attached or detached garage door that faces the street. In addition, these doors must be stained with a wood finish.

Section 4: DRIVEWAYS, PILASTERS AND MAILBOXES

Section 4.1: All driveways on the Property shall be constructed of concrete or exposed aggregate whether approaching an attached or a detached garage/shop/structure and shall be completed within twelve (12) months from the setting of forms for the foundation for the dwelling.

Section 4.2: All driveways shall be a minimum of twelve (12) feet wide and a maximum of twenty six (26) feet wide.

Section 4.3: The minimum driveway approach must be twelve (12) feet deep. If a gate is to be installed across the drive the approach must be a minimum of twenty (20) feet deep.

Section 4.4: All driveway approaches shall be paved with concrete and must include concrete safety end treatments and a three (3) to five (5) foot flare on each side starting six (6) foot on the driveway approach.

Section 4.5: Culverts shall be installed to cross any roadside drainage ditch. All driveway culverts shall be installed with the flow line level with the final grade of the ditch, shall be made of concrete with Safety End Treatments that match the main dwelling, and shall otherwise comply with the requirements of Collin County. Residents shall install driveway culverts with Safety End Treatments according to sizes and specifications as indicated in Exhibit 1 and Exhibit 2.

Section 4.6: If any governmental authorities require the removal, replacement, correction, modification or repair of any culvert, it shall be the responsibility of the Owner to cause such work to be done at its expense or reimburse Declarant for all costs incurred for such work.

Section 4.7: No driveway shall be constructed to cross any side building line.

Section 4.8: Two (2) pilasters measuring [24" x 24" x 48"] will be installed on each side of the driveway and must be constructed with masonry of the same or similar as the main home.

Section 4.9: The left pilaster must contain a mailbox with inset cast stone address block below it with, at a minimum, a house number and street name indicated if a separate mail box is not constructed.

Section 4.10: The cast stone address block must be illuminated at night to be visible from the street.

Section 4.11: The address block will be of rectangular shape of 9" x 15" and mounted recessed into the left driveway pilaster.

Section 4.12: Location of pilasters and additional pilasters must be approved by the committee.

Section 4.13: Each pilaster will have a light operated by photocell set to come on at dusk and remain on until dawn.

Section 4.14: Pilaster lights must have a minimum of a fifteen (15) watt illumination to not to exceed sixty (60) watt illumination and shall illuminate the cast stone address block at night.

Section 4.15: Separate mailboxes shall be standardized and constructed of masonry (brick, brick veneer, stone or stone veneer) that matches the main home driveway pilasters and must be lit in the same fashion and shall be of a design approved by the ACC.

Section 4.16: Driveways will be constructed to be 4" thick and with rebar on a maximum of 16" centers to insure quality and durability.

Section 5: MINIMUM FLOOR AREA AND LOT COVERAGE MAXIMUM

Section 5.1: The total air-conditioned living area of the main residential structure constructed on each Lot, as measured to the outside of exterior walls on the above grade portion of the structure, but exclusive of open porches, garages, patios, attics, basements and detached accessory buildings including garages, covered walkways, Porte Cochere and guest houses, shall be not less than 3,000 square feet.

Section 5.2: In the event a house is an above grade multi-story house, the ground floor must contain at least 2,000 square feet, exclusive of open porches, garages, patios, attics, basements and detached accessory buildings

Section 5.3: For multi-story homes, the total square footage above ground floor must not exceed seventy five percent (75%) of the square footage of the ground floor. This limitation applies to porches, shops, garages, patios, walkways, guest houses, pools, playgrounds, greenhouses, gazebos, or any other subordinate structure.

Section 5.4: A maximum of fifty percent (50%) of an individual Lot may be covered by improvements.

Section 5.5: Each structure must have a minimum plate height of ten (10) feet on the first floor and a minimum plate height of nine (9) feet on the second floor and in all garages.

Section 6: BUILDING MATERIALS

Section 6.1: No exterior building walls erected or constructed shall be clad or covered with materials other than brick, brick veneer, stucco or stucco-like material, stone or stone veneer.

Section 6.2: The above named materials shall constitute at least eighty five percent (85%) of each outside wall, excluding roofs, windows and doors, or unless otherwise approved by the ACC.

Section 6.3: Any detached garage or workshop shall be at least eighty five (85%) clad or covered with brick, brick veneer, stucco or stucco-like material, stone or stone veneer.

Section 6.4: Stucco must be a three (3) coat system with a 3/4" hand trowel finish, resulting in a smooth but not totally uniform texture.

Section 7: LOT SETBACK AND FRONTAGE

Section 7.1: The dwelling must face the street on which the Lot faces.

Section 7.2: No building or other structure shall be closer than fifty (50) feet to a front property line, subject to any setback requirements contained in the Plat.

Section 7.3: No building or other structure shall be closer than fifteen (15) feet to a side property line, subject to any setback requirements contained in the Plat.

Section 7.4: No building or other structure shall be closer than twenty-five (25) feet to a back property line, subject to any setback requirements contained in the Plat.

Section 7.5: The ACC may grant variances with respect to such setback requirements at its sole discretion, and contemplates doing so with respect to Lots located adjacent to creeks, lakes and other Lots where drainage is a concern.

Section 8: FENCING AND WALLS

Section 8.1: In all cases, fences must have specific approval from the ACC prior to construction.

Section 8.2: Fencing shall refer to any barrier between the Lots.

Section 8.3: All fencing and walls must be "open", such as wrought iron, post and rail, split wood or vinyl rail or pipe and cable, and otherwise be in compliance with the Collin County ordinances and approved by the ACC. No solid wood or vinyl fencing will be allowed except for conditions described in Section 8.13.

Section 8.4: Coated chain link fences for animal cages, kennels and dog runs are not permitted unless otherwise approved by the ACC and if approved must be screened from public and neighboring view by evergreen landscaping. The total area of an enclosed animal cage, kennel or dog run may not exceed 20% of the total square footage of a Lot. Enclosed animal cages, kennels and dog runs must be behind the side line of the house and may not be visible from the front street.

Section 8.5: Fences shall not exceed eight (8) feet in height.

Section 8.6: Fences are required to be placed around swimming pools and must have self locking gates and be a minimum of 4 feet tall.

Section 8.7: No chicken, hog, barbed wire or any other type wire fences shall be permitted. No T-bar posts or any other of that type of posts are permitted.

Section 8.8: Fences shall not be constructed within or across any utility or drainage easement as shown on the Plat.

Section 8.9: A Solid Masonry wall may be constructed as an extension from the main residence to partially enclose a pool or garden area in order to achieve privacy with ACC approval.

Section 8.10: Any wall extension shall use materials consistent with the main masonry construction of the house.

Section 8.11: Pilasters with wrought iron fencing between may also be used around the perimeter of the property.

Section 8.12: ACC approval must be obtained prior to construction of a wall or pilaster type fencing and the construction must meet engineering specifications for soundness and must stay within the height restrictions of the fencing requirements.

Section 8.13: This neighborhood is an Estate Community which is intended to offer country settings without restricted views. As such, solid wood, vinyl or masonry fencing is not in keeping with the environment that is being established in this community. A Privacy fence constructed of solid board on board cedar wood that has been sealed to minimize aging color change or a brick/stone/stucco masonry will be considered by the ACC on a limited basis as a barrier across the rear property line of the Lot only to minimize incursion of disruptions from outside the Subdivision. Rear Lot solid construction fences will be considered ONLY on Lot 1A, Lots 4-10B, Lots 9-15D and Lots 1-5E.

Section 9: CHIMNEY FLUES

Section 9.1: A chimney flue is that portion of the chimney that shows above the roofline of the house.

Section 9.2: The chimney flue shall be enclosed one hundred percent (100%) in brick, brick veneer, stone, stone veneer, stucco.

Section 9.3: All chimney cap material and designs must be approved by the ACC.

Section 9.4: If using a direct vent fireplace, it may only be vented to the rear of the house.

Section 10: WINDOWS AND SKYLIGHTS

Section 10.1: Windows may be non-divided panes or divided panes.

Section 10.2: Windows, jambs and mullions shall be composed of vinyl covered or clad aluminum or wood.

Section 10.3: No mill-finish windows will be permitted unless specifically approved by the ACC.

Section 10.4: No skylights may be visible from the front of the house.

Section 11: CUL-DE-SAC AND CORNER LOTS

Section 11.1: On cul-de-sac and corner Lots, the placement of improvements on such Lots shall be subject to the special approval of the ACC.

Section 12: NO DUPLICATIONS

Section 12.1: The ACC and the Association reserve the right to reject any construction plan that may cause a close duplication of the main dwelling or front elevation of any other dwelling on the Property and any construction plan that does not meet the square footage minimums, separate from all garages, patios, walkways, basements, attics and any out structures on the property.

Section 13: ROOFS AND ROOF CLADDING MATERIALS

Section 13.1: Roof cladding material must be approved in writing by the Association or ACC.

Section 13.2: The following roof materials are to be used unless an alternate is approved in writing by the Association or ACC: Copper, slate, metal with traditional appearance, tile and concrete tile or composition shingles.

Section 13.3: No wood roofs will be allowed.

Section 13.4: Specifications for composition shingle roofs shall include the following:

1. Composition shingles must meet Underwriters Laboratories, Inc. (UL), or equivalent specifications in general.
2. The shingles must have a UL Class A fire-resistant rating.
3. The shingles must be UL Class A wind-resistant.
4. The shingles must be of multi-layered laminated construction.
5. The shingles must have a manufacturer's warranty of at least 30 years.
6. Shingle color(s) must be submitted and approved by the ACC.

Section 13.5: Vent stacks and other roof penetrations shall be placed on roof planes other those visible from the street or common areas, unless specifically approved by the ACC, and must be painted to match the roof color.

Section 14: OUTBUILDINGS

Section 14.1: All outbuildings shall be constructed in similar or compatible manner to compliment the main dwelling, and shall require specific approval of the ACC prior to construction. Construction requirements are the same as the main dwelling and the overall height may not exceed the height of the main dwelling.

Section 15: GAS TANKS

Section 15.1: When propane gas tanks are installed on a Lot, they must be buried and meet Collin County regulations.

Section 16: LANDSCAPING

Section 16.1: The front yards of all Lots, from the front of the dwelling to the edge of the street, shall be hydro-seeded or sodded and shall contain such other landscaping as the ACC may require.

Section 16.2: The Owner is responsible to keep his yard and the swales in front (and side for corner Lots) and any easements on the Lot mowed to a height of no more than 6 inches.

Section 16.3: All landscaping and all bed plantings must be completed within three (3) months of occupancy of the main residence.

Section 16.4: Landscaping plans must be submitted to the ACC for approval within sixty (60) days after the exterior construction of the house has been completed.

Section 16.5: The Association or ACC may grant an exception on front yard seeding on heavily-treed Lots where the home owner intends to maintain the natural wooded setting.

Section 16.6: An underground automatic sprinkler system will be required for all grassed areas in the front and otherwise publicly viewed portions of the yard.

Section 16.7: No exterior landscape lighting may penetrate or intrude upon an adjacent Lot in any objectionable manner. The Subdivision is a dark sky community. Therefore, only low wattage illumination lights, with wattage not to exceed 60 watts in illumination, may be used if they shine skyward. No bright spotlights may point upward to illuminate landscaping or homes.

Section 16.8: Reasonable seasonal displays do not require Board or ACC approval, but must be removed within six (6) weeks of the end of the holiday period.

Section 16.9: Objects placed permanently on any Lot that are considered "Yard Art," will be allowed if not readily visible from the street or other properties and do not generate either objectionable light or noise without ACC approval.

Section 16.10: Objects placed permanently on any Lot that are larger than 48 inches in any dimension and that are readily visible from the street, must be approved by the Board or ACC. All items visible from the street or other properties must be tasteful, non-offensive and in harmony with the Subdivision and the spirit of the community.

Section 16.11: Small garden benches, birdbaths, fountains, flagpoles and small statuary do not require Board or ACC approval.

Section 16.12: If more than 25% of the landscape plan on any Lot changes (additional bed space, replacing bushes, adding additional trees, etc.) after occupancy of the house and the initial landscaping is completed, the Owner must submit the plans for those changes to the ACC for approval. There will be no fees required for these requests, but approval must be obtained.

Section 17: FOUNDATION REQUIREMENTS

Section 17.1: All building foundations shall consist of either concrete slabs or piers and beams.

Section 17.2: Minimum finished slab elevation for all structures shall be twelve (12) inches above 100 year flood plain or twelve (12) inches higher than the crown of any down gradient roadway (whichever is greater), or such other level as may be established by the applicable governmental authorities or the Plat. The minimum slab elevation must also be a minimum of twelve (12) inches above the finished grade of the Lot and the foundation perimeter, unless otherwise approved by the ACC.

Section 17.3: All references in this Declaration to required minimum slab elevations and/or any slab elevations approved by the ACC do not constitute a guarantee by Declarant, the ACC or the Association that any residence will be free of flood or related damage.

Section 17.4: All foundations are required to be engineered and designed by a licensed, registered engineer based upon appropriate soils information taken from the specific Lot in question as recommended by such engineer. However, at a minimum, soils borings and soils reports by a qualified soil engineer are required for all Lots prior to such engineer's design of the foundation.

Section 17.5: The residential foundation plans to be used in the construction of each dwelling must be submitted to the ACC along with the plans and specifications for the residence. The ACC and Declarant shall rely solely upon each Owner's engineer as to the adequacy of said foundation design when issuing architectural approval of the residence to be constructed. No independent evaluation of foundation plans is being made by the ACC. The ACC's sole function as to foundation plans are to determine if the plans have been prepared by a licensed registered engineer, as evidenced by the placement of an official seal on the plans.

Section 17.6: After the form of the foundation has been constructed, but prior to any further construction of the foundation, the Owner must submit a survey of the Lot to the ACC depicting the dimensions and layout of the foundation if any changes have been made.

Section 17.7: The granting of approvals of foundation plans and the dwelling and garage slab elevation shall in no way serve as a warranty as to the quality of the plans and specifications and/or that the dwelling shall be free from flood damage from rising or wind driven water or the flow of surface water from other locations within the Property, and in no event shall Declarant, the ACC or the Association have any liability as a result of the ACC's approval or disapproval of the resulting improvement.

Section 18: WATER SUPPLY

Section 18.1: All residential dwellings on the Property shall be required to use North Collin Water Supply or such provider as arranged by Declarant for water supply for household purposes.

Section 18.2: Water wells may only be made, bored or drilled for the sole purpose of watering yard areas and/or agriculture use for gardens and livestock.

Section 18.3: All water wells must receive approval of the appropriate governmental authorities.

Section 18.4: Any well and/or pump facilities shall be hidden from public view in accordance with the guidelines adopted by the ACC.

Section 18.5: Cisterns may be constructed for the collection of rain water for the purpose of irrigation with ACC approval. All tanks must be of low profile or underground tanks only. If low profile tanks are utilized, they must be screened from front and neighboring views by a masonry wall or evergreen shrubbery.

Section 19: SANITARY SEWERS

Section 19.1: No outside, open or pit type toilets will be permitted on the Property.

Section 19.2: Prior to occupancy, all dwellings must have an aerobic treatment sewage disposal system installed and maintained by the Owner to comply with the requirements of the appropriate governing agency or agencies.

Section 19.3: The aerobic system must be maintained and inspected as required by the city of McKinney and Collin County.

Section 20: ELECTRIC UTILITY SERVICE

Section 20.1: Prior to beginning any construction on a Lot, each Owner, at his or her expense, shall be required to install electric service lines from the transformer or source of feed to the meter location on the Lot.

Section 20.2: Each Owner must pay all charges for connection to such electric utility service.

Section 20.3: Each Owner is obligated to contact the electric utility company providing service to the Property to determine such charge and make arrangements for the installation of said electrical service lines and connection to the electrical distribution system.

Section 20.4: Each Owner shall also be responsible for all electric charges for all utility service furnished to Owner's Lot.

Section 21: SWIMMING POOLS

Section 21.1: No swimming pool may be constructed on any Lot without the prior written approval of the ACC.

Section 21.2: Each application made to the ACC shall be accompanied by two sets of plans and specifications for the proposed swimming pool construction to be done on such Lot, including a plot plan showing the location and dimensions of the swimming pool and all related improvements, together with the plumbing and excavation disposal plan.

Section 21.3: The ACC's approval or disapproval of each swimming pool shall be made in the same manner as described in this Declaration for other improvements.

Section 21.4: Each Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool construction on his or her Lot to insure that there is no erosion into lakes or natural waterways.

Section 21.5: Swimming pool drains shall be piped into approved drainage areas.

Section 21.6: Pools may not be erected within any utility easement, and no portion of a swimming pool shall be erected in front or the side of a dwelling making it visible from the street.

Section 21.7: All fences around pools must have a self locking gate and be a minimum of 4 feet in height.

Section 21.8: No above ground pools are allowed.

Section 21.9: A self-contained hot tub or spa will be permissible if placed on an existing porch/patio in the rear of the home without ACC approval. Any other placement on the property will require ACC approval before placement and construction.

Section 22: DRAINAGE

Section 22.1: Each Owner agrees that he or she will not in any way interfere with the established drainage pattern over his or her Lot from adjoining or other Lots on the Property, and he or she will make adequate provisions for the drainage over his or her Lot (which provisions for drainage shall be included in the Owner's plans and specifications submitted to the ACC and shall be subject to the ACC's approval).

Section 22.2: For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Property, including landscaping of any Lot on the Property, was completed by Declarant.

Section 22.3: Each Owner, unless otherwise approved by the ACC, must finish the grade of the Lot so as to establish good drainage from the rear of the Lot to the front street or from the building site to the front and/or rear of the Lot or from the side as dictated by existing drainage ditches, swales and lakes constructed by Declarant or utility districts for drainage purposes.

Section 22.4: Each Owner shall be responsible to ensure that drainage is adequate to protect all structures on such Owner's Lot and provide for such drainage on such Owner's Lot according to specifications indicated on Exhibit 3.

Section 22.5: No pockets or low areas may be left on the Lot (whether dirt or concrete) where water will stand following a rain or during watering in order to prevent areas where mosquitoes and other insects may thrive.

Section 22.6: With the approval of the ACC, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or by installing an open concrete trough with area inlets; however, the drainage plan for such alternate drainage must be submitted to and approved by the ACC prior to the construction.

Section 22.7: The Property has been designed and constructed utilizing surface drainage in the form of ditches and swales and, to the extent these drainage ditches and swales are located in front, side or rear of Lot as designated on the Plat as easements, the Owners shall not regrade or construct any building improvements or other obstruction on the Lot which adversely affects the designed drainage flow.

Section 22.8: Each Owner shall be responsible for returning any drainage easement or swale disturbed during construction or thereafter to its original line and grade at the Owner's expense and each Owner shall be responsible for maintaining the drainage easements or swales contained on such Owner's Lot in their original condition during the term of his or her ownership.

Section 22.9: Original condition of drainage easements or swales is defined as the condition of the easements and swales at the time the Plat is filed and all landscape maintenance requirements will apply to all drainage easements and swales contained on each Lot once ownership is assumed.

Section 22.10: This responsibility includes mowing the grass the entire length of the easement to not more than 6 inches and watering from the street to the rear portion of the main structure.

Section 22.11: If any Owner fails to perform the above mentioned maintenance, the Association has the right to resolve the problem at the Owner's expense.

Section 22.12: The Association may enter onto drainage swales or easements from time to time to maintain such drainage swales or easements and/or re-grade to improve roadside drainage or to prevent damage to road system.

Section 22.13: Drainage and grading maintenance of drainage easements and swales will be the responsibility of Collin County or the City of McKinney if the Subdivision is ever annexed, as long as the roads in the Subdivision are considered public.

Section 22.14: Culvert drainage pipe size requirements will be as specified by Exhibit 1 and the Declarant's engineering company and may not be altered from the specified sizes and numbers of pipes without written approval of the Collin County or City of McKinney Engineering Department.

Section 22.15: If a structure is guttered with downspouts, all must be molded from copper or paint grip metal. All downspouts shall be emptied into acceptable drainage areas. Gutters will not be permitted to drain across Lot lines.

Section 23: EXCAVATION

Section 23.1: The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with ponds, pools or the landscaping of or construction of improvements on such Lot.

Section 24: REMOVAL OF TREES, TRASH AND CARE OF LOTS DURING CONSTRUCTION

Section 24.1: All Owners, during their respective construction of a residence, are required to remove and haul from the Lot all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Lot for construction of the residence, construction of other improvements and landscaping.

Section 24.2: No materials or trash hauled from the Lot may be placed elsewhere on the Property.

Section 24.3: Burning on the Lots shall be permitted as long as it does not violate any governmental rules or regulations. Collin County regulations require that only vegetation natural to the land may be burned and may require a permit from the county.

Section 24.4: Prior to burning, the county requires a burn permit (\$25) and verification that the burning occurs only on an authorized burn day. This verification can be made by calling the Collin County Burn Information Line.

Section 24.5: All Owners, during their respective construction of a residence, are required to continuously keep their Lots in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from each Lot. Usable building materials are to be kept stacked and organized in a reasonable manner upon each Lot.

Section 24.6: All Owners shall keep street, street swales and drainage easements free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed, without delay, not less frequently than daily.

Section 24.7: No Owner, Builder or contractor may enter onto a Lot adjacent to the Lot upon which he or she is building for purposes of ingress and egress to his or her Lot before, during or after construction, unless such adjacent Lot is also owned by such Owner or written permission is given by the adjacent Lot Owner. A copy of this written permission must be on file with the ACC documents for construction on the Owner's Lot.

Section 24.8: All such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building or waste materials before, during or after construction of building improvements by the Owner of an adjacent Lot, unless prior written permission is given by the Owner of the adjacent Lot.

Section 24.9: All Owners, Builders and contractors shall be responsible for any damage caused to the roads, roadside swales and all easements during the construction of improvements on a Lot.

Section 24.10: Each Owner, Builder or contractor shall be required to deliver to the Association a damage deposit of \$1,000 payable to the Association prior to beginning construction of any dwelling or other building. This damage deposit shall be returned upon completion of such dwelling or other building, provided the Association determines that no damage to the roads, ditches or easements was caused by such Owner, Builder or contractor.

Section 24.11: Each Owner, Builder, and contractor shall supply and maintain a portable toilet and trash bins for construction trash during the construction of a dwelling.

Section 24.12: All Owners, Builders and contractors shall be responsible for keeping each construction site free of debris and trash, and a concrete clean out area must be provided by the Builder.

Section 24.13: All streets are required to be cleaned to pre-construction condition after the construction is complete and prior to return of the damage deposit.

Section 25: TRASH COLLECTION

Section 25.1: The same trash pickup service will be provided for all Residents. The Association will negotiate a yearly contract with a trash pickup service, and all Residents will be required to use that service to provide for consistent "trash days".

Section 25.2: Trash receptacles shall be visible from the street only on trash days and when not placed outside for pick-up, they must be stored in such a manner as to prevent wild life in the area access to the contents.

Section 26: SOLAR PANELS

Section 26.1: All Solar Panels installed shall be framed in such a manner so the structure members are not visible from public road.

Section 26.2: The framing material shall be one that is in harmony with the rest of the structure and painted to match the roof color.

Section 26.3: Architectural approval from the ACC is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or for any solar panel that violates these restrictions.

Section 27: SPECIFIC ARCHITECTURAL DETAILS

The ACC shall have the power to require specific architectural details, including but not limited to:

Section 27.1: All shutters to appear functional and match the architecture of the windows, and the shutter colors must match trim colors of the house.

Section 27.2: All window frames and mullions to be of good quality and have the reasonable appearance of wood or clad windows.

Section 27.3: Roof pitches must be approved by the ACC and must be a minimum of 8/12 roof pitch (i.e., eight (8) inches of rise for every twelve (12) inches of run) or greater on the major roof sections and must match at visible hips. The ACC will determine what roof pitches conform to a particular style.

Section 27.4: Exterior architectural columns are to be a minimum width/diameter of eight (8) inches.

Section 27.5: Exterior colors, including paint trim, brick, siding and other building materials are subject to the prior approval of the ACC, in its sole and absolute discretion.

Section 27.6: All exterior colors, textures and materials must be compatible not only with the design motif but also with adjacent and surrounding Lots, and overall community appearances. Colors which appear to be offensively or distressingly bright will not be approved. Any change of exterior color shall conform to these requirements.

Section 28: BUILDER QUALIFICATIONS

Section 28.1: The ACC shall have broad discretion in the approval or disapproval of any and all Builders applying to build a home in the Subdivision. This authorization is intended to protect each Owner and the Association from unqualified or financially distressed Builders. All approved Builders must be in good standing as a member of the Texas Residential Construction Commission (TRCC) or an accredited Home Builders Association.

Section 29: COMPLETION OF CONSTRUCTION

Section 29.1: Any building, structure or improvement commenced on any Lot must be completed as to exterior finish and appearance with twelve (12) months from the setting of forms for the foundation of such building, structure or improvement.

ARTICLE XXI

CONTROLLED ACTIVITY REQUIREMENTS

Section 1: TEMPORARY DWELLINGS

Section 1.1: No temporary dwelling, shop, trailer, shack, tent, mobile home or manufactured home of any kind, or any other improvement of a temporary character (except children's playhouses, dog houses, greenhouses, and garébos which may be placed on a Lot not visible from any street on which the Lot fronts) shall be permitted on any Lot except that the Declarant, a Builder or a contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given Lot during construction of the residence on that Lot or on a different Lot agreed to between the Builder or contractor and the Declarant.

Section 2: BUILDING MATERIALS

Section 2.1: No building material of any kind or character shall be placed or stored upon the Property until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

Section 3: BOATS, RECREATION OR SIMILAR VEHICLES

Section 3.1: No boat, jet-ski, marine craft, aircraft, recreational vehicle, unattached pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any Lot or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. All boats so parked or stored must at all times be stored on a functioning trailer. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

Section 4: TRUCKS

Section 4.1: Trucks with tonnage in excess of two (2) ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property, except those used by a Builder during the construction of improvements or homeowner's place of business.

Section 5: INFLAMMATORY OR EXPLOSIVE CARGO

Section 5.1: No vehicle of any size which is manufactured to transport inflammatory or explosive cargo may be kept on the Property at any time.

Section 6: LONG TERM PARKING OR STORAGE OF VEHICLES

Section 6.1: No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, and pickup trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas, and all such vehicles must be parked in a driveway or garage and may not be parked in a yard.

Section 7: TEMPORARY STRUCTURES

Section 7.1: No structure of a temporary character, such as a trailer, tent, shack, barn or other out-building, shall be constructed or used on the Property at any time as a dwelling house; provided, however, that any Builder may maintain and occupy model houses, sales offices and construction trailers during the construction period.

Section 8: OIL OR MINING EQUIPMENT

Section 8.1: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designated for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

Section 9: ANIMALS, LIVESTOCK OR POULTRY

Section 9.1: Except as specifically permitted by this subparagraph, no animals, livestock or poultry of any kind shall be raised, bred or kept on the property except dogs, cats or other common household pets.

Section 9.2: Animals may not be raised for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, bees, hogs, pigs, sheep, guinea fowls, ducks, chickens, turkeys, emus, peacocks, ostriches, reptiles, tigers, large cats, skunks or any other animals that may interfere with quietude, health or safety of the community.

Section 9.3: Household pets may be kept the purpose of providing companionship for the private family.

Section 10: HORSE EXEMPTION

Section 10.1: Owners of Lots 1 through 5, Block E may keep one (1) horse or pony per one and one-half (1.5) acre home site, provided that said horse or pony is contained on the Owner's Lot. No horse or pony shall be ridden, lead or walked on any Common Areas, right-of-ways or roadside ditches in the Subdivision.

Section 11: ANIMAL CONTROL

Section 11.1: No animal shall be allowed or permitted on any portion of the Property, except the property of the Owner, unless such animal is under control of the Owner or another person by leash, rope, chain, or other restraining device, and no animal shall be allowed on any Lot without permission of the Owner of such Lot.

Section 12: DUMPING ON LOTS

Section 12.1: No Lot or other area on the Property shall be used as a dumping ground for rubbish, trash, grass clippings or shrubbery trimming, or a site for the accumulation of unsightly material of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars, other vehicles or discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers and only on the rear portion of any of the Lots, except on those days trash is picked up. All incinerators or other equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition and only on the rear portion of any of the Lots, not in public view.

Section 12.2: Compost piles are allowed but may not be in view from streets or neighbors. They must be contained in an area established for them away from the main dwelling. They must be limited to grass, leaves and garden clippings only with no food scraps added in order to minimize wildlife attraction. Lime must be added to minimize offending odors.

Section 13: HAZARDOUS SUBSTANCES

Section 13.1: No Hazardous Substance shall be brought onto, installed, used, stored, treated, buried, disposed of or transported over the Lots or the Property, and all activities on the Lots shall, at all times, comply with Applicable Law except those for use in the home or for pool maintenance in reasonable amounts. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq. and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste, or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

Section 14: OUTBUILDING RESIDENCES

Section 14.1: No garage, garage house or other outbuilding (except for sales offices and construction trailers during the construction period) shall be occupied by any Owner, tenant or other person prior to the erection of a residence.

Section 15: AIR CONDITIONING UNITS

Section 15.1: No air-conditioning apparatus shall be installed on the ground in front of a main residence or in public view without screening with a masonry wall or evergreen shrubbery.

Section 15.2: No air-conditioning apparatus shall be attached to any wall or window of a residence or outbuilding without approval from the ACC.

Section 15.3: No evaporative cooler shall be installed on the wall or window of any residence.

Section 16: ELECTRONIC ANTENNAS AND SATELLITE DISHES

Section 16.1: No electronic antenna or device for receiving or transmitting any signal other than an antenna for receiving normal television, marine signals, citizens band signals or cellular telephone signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the ACC.

Section 16.2: No transmitting device of any type which would cause electrical or electronic interference in the neighborhood shall be permitted.

Section 16.3: All permitted antennae shall be located inside the attic of the main residential structure, except that up to two (2) antennae 36 inches or less in diameter may be permitted to be attached to the roof of the main residential structure, to not extend above said roof a maximum of four (4) feet, and three (3) satellite dish or other instrument or structure greater than 18 inches in diameter may be placed in the backyard of each Lot so long as it is completely screened from view from any street, alley, park or other public area and does not extend above the fence.

Section 16.4: All dishes shall be one solid color of black, brown, gray or tan. No multicolored dishes are permitted.

Section 17: COMMERCIAL OR MANUFACTURING PURPOSES

Section 17.1: no Lot or improvement thereon shall be used for commercial or manufacturing purposes of any kind.

Section 17.2: No illegal noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood.

Section 17.3: The Board shall have the sole and absolute discretion to determine what constitutes an annoyance or nuisance.

Section 17.4: Activities expressly prohibited, include, without limitation,

Section 17.4.1: the use or discharge of firearms, firecrackers or other fireworks on the Property;

Section 17.4.2: the storage of ammonium nitrate, flammable liquids in excess of ten (10) gallons, and

Section 17.4.3: other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion.

Section 17.5: A Builder's temporary use of a residence as a sales office until such Builder's last residence on the Property is sold is permitted with ACC approval.

Section 17.6: An Owner's use of a residence for quiet, inoffensive activities such as tutoring, maintaining a home office or a home business, so long as such activities do not materially increase the number of vehicles parked on the street or interfere with the other Owner's use and enjoyment of their Lots and residences, and so long as no advertising material is placed on the Property with respect to such activities, is allowed.

Section 17.7: Nothing in this paragraph or in these Restrictions shall prohibit the Declarant's temporary use of temporary improvements (such as a sales office and/or construction trailer) on a Lot, with related signage and advertising, until the last Lot in the Property is sold.

Section 18: SIGHT LINE LIMITATIONS

Section 18.1: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) feet and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended.

Section 18.2: The sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain with such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 19: PREVIOUSLY CONSTRUCTED BUILDINGS

Section 19.1: Except for children's playhouses, dog houses, greenhouses, and gazebos, no building previously constructed elsewhere, including existing houses shall be moved onto any Lot. It is the intention that only new construction be placed and erected thereon. All buildings must meet the building requirements and have approval of the ACC.

Section 20: SIGNAGE

Section 20.1: No sign of any kind shall be displayed to the public view on any Lot except

Section 20.1.1: Two (2) professional security service signs of not more than one (1) square foot;

Section 20.1.2: One (1) sign of not more than five (5) square feet advertising the property for rent or sale;

Section 20.1.3: Signs used by a Builder to advertise the Property during the construction and sales period, each of which shall in any event, comply with all statutes, laws and ordinances governing sale, must be maintained in good condition, and must be removed within thirty (30) days after occupancy of the house;

Section 20.1.4: Political signs may advocate the election of one (1) or more political candidates or the sponsorship of a political party, issue or proposal; provided that such sign shall not be more than four (4) square feet and shall not be erected more than ninety (90) days in advance of the date of the election to which they pertain and are removed within ten (10) days after the election date;

Section 20.1.5: Personal signs indicating school affiliations, birth announcements and similar type signs, which are reasonable in number and size; and

Section 20.1.6: Contractor's signs used for advertising work performed on a Lot; provided that the sign shall not be erected more than ten (10) days prior to commencement of the work and are removed no later than thirty (30) days following completion of the work.

Section 20.2: The Association shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability to trespass or otherwise in connection with such removal.

Section 20.3: No person shall engage in picketing on any Lot, Common Area, or other public area within or adjacent to the Property.

Section 20.4: No vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, photographs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement or interfere with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

Section 21: CLOTHES DRYING

Section 21.1: The drying of clothes in public view is prohibited.

Section 22: LOTS AT INTERSECTIONS OR ADJACENT TO PUBLIC AREAS

Section 22.1: Owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to public view shall install evergreen screening or other suitable enclosure to screen from public view the equipment and other items which are incident to normal residences, such as clothes drying equipment, yard equipment, wood piles, storage piles and the like.

Section 23: VIOLATIONS OF LAWS, STATUTES OR ORDINANCES

Section 23.1: No Owner shall perform, fail to perform or permit anything to be done or not done on his Lot which would violate any laws, statutes, ordinances or regulations of any kind or character.

Section 24: STABLES, PADDOCKS AND DOG RUNS

Section 24.1: Private stables, corrals or paddocks are not permitted within 40 feet of any property line or dwelling.

Section 24.2: Dog runs may be fenced with coated chain link fence but may not exceed 20% of the total square footage of the Lot in size and must be approved by the ACC as to placement on the Lot. Dog runs must be screened with evergreens from neighboring views. They must be behind the side line of the house and may not be visible from the front street.

Section 24.3: Stables, corrals and paddocks must be fenced and be approved by the ACC as to size and placement on the Lot.

Section 25: FRONT WALKWAYS, PORCHES AND PATIOS

Section 25.1: Front walkways must be attached to the front porch and extend out to the street or driveway and have the same construction requirements as a driveway.

Section 25.2: When a walkway extends to the street, a drainage culvert of the proper size as determined by Declarant's engineering firm, or as otherwise approved by the ACC, must be installed and built of matching material to the driveway culvert and will also require a pilaster on the left side the walkway. The pilaster must be approved by the Association or ACC and must be constructed with the same or similar materials as the main home.

Section 26: EXTERIOR LIGHTING

Section 26.1: We are a dark sky community.

Section 26.2: Exterior building lighting, either attached to or as part of the building, must be the minimum necessary to provide for general illumination and security of entries, patios, and outdoor spaces and associated landscape structures.

Section 26.3: Path lighting shall utilize fixtures with and 18-inch maximum height.

Section 26.4: All front door entrances must have no less than one light on the porch.

Section 26.5: All porch, entrance brackets, Porte cochere, and front garage lights shall be controlled by electric eye photocells, and kept in working order at all times.

Section 26.6: Pilaster lights are required to be on during all hours of darkness.

Section 26.7: All lighting must be made within the improvement “envelope” and shall not penetrate an adjacent Lot. Lights may be placed in trees but must point down. If accent lighting is used for upward illumination on shrubbery, trees or house walls, then only low wattage lights may be used. No bright spotlights may be used to illuminate upwards.

Section 27: NON LEGAL STREET VEHICLES

Section 27.1: Non-registered vehicles such as golf carts and all terrain vehicles shall be kept out of public view while not in use and may not be driven on public streets. They may not be ridden on any Lots other than the Lot of the owner of such vehicle.

Section 28: BASEMENTS

Section 28.1: On all Lots where basements are possible to be included as part of the residence structure, the City of McKinney shall be contacted and their approval must be obtained as to the grade elevation allowed for the basement floor. This must be done in order that the basement floor elevation shall not be constructed below any sewer elevations or flood plain limits.

Section 28.2: All basement exposures shall be constructed of matching exterior materials and must be approved by the ACC.

Section 28.3: Basement square footage does not count toward the minimum above grade requirements of 3,000 square feet for the main single family structure that excludes garages, covered patios, covered walkways, guest houses or any other structure on the property.

Section 28.4: Garages on all structures with basements must be on the grade level of the main structure of the house and may not be a part of the basement structure.

Section 29: ARCHITECTURE

Section 29.1: The architectural style and detailing of each residence in the Subdivision will be closely scrutinized by the ACC and approval of such will be a subjective aesthetic determination by the ACC. The ACC encourages architectural continuity through traditional architectural styles and the use of complimentary materials. While each home should compliment adjacent structures, every home should have a unique identity through the use of detailing.

All architectural styles will be considered, but the ACC reserves the right to deny approval of contemporary or modern style homes to preserve the traditional nature of the subdivision.

Section 30: AUTOMATIC FIRE SPRINKLER SYSTEM

Section 30.1: All structures that are used as a residence must have an automatic fire sprinkler system installed.

Section 30.2: The square footage that must be covered by the system includes the main structure of the house, attached enclosed garages and enclosed patios.

Section 31: PARKING

Section 31.1: Each Lot shall provide for a minimum of two off-street parking spaces in addition to the driveway space. No on street parking will be allowed overnight in order to facilitate emergency vehicle access.

Section 32: TERM OF RESTRICTIONS

Section 32.1: The covenants and restrictions contained in this Declaration are to run with the land and shall be binding upon all the parties and all persons claiming under them in perpetuity from the date this Declaration is recorded in the Real Property Records of Collin County, Texas.

Unofficial

EXECUTED to be effective Sept. 17, 2008.

ADDRESS:

70 Box 3797
MCKINNEY, TX 75070

DECLARANT:

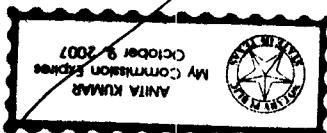
CREEKVIEW LANDING DEVELOPMENT, INC.,
a Texas corporation

By: [Signature]
Name: PAUL SINGH
Title: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, appeared PAUL SINGH, the V.P. of CREEKVIEW LANDING DEVELOPMENT, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND OFFICE this the 17 day of Sept, 2008.



[Signature]
Notary Public in and for the State of Texas



UNOFFICIAL

CONSENT AND SUBORDINATION BY LIENHOLDER

The undersigned ("Lienholder"), as holder of a lien on all or a portion of the Property, consents to the above Declaration of Covenants, Conditions and Restrictions for Creekview Landing (the "Declaration"), including the terms and conditions of such Declaration, and Lienholder subordinates its lien to the terms and conditions of such Declaration, such that a foreclosure of the lien shall not extinguish the terms and conditions of the Declaration.

SYNERGY BANK

By: Bryan Sandlin
Name: Bryan Sandlin
Title: Sr V.P. Lending

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, appeared Bryan Sandlin
Sr. Vice President of SYNERGY BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated, on behalf of said national banking association.

GIVEN UNDER MY HAND AND OFFICE this the 10th day of September, 2008



Vickie Helm
Notary Public in and for the State of Texas

UNOFFICIAL

EXHIBIT 1

BLOCK	LOT	CULVERT	MAXIMUM SLOPE		
A	1	1-18" RCP	1.00%		
	2*	1-18" RCP	1.00%		
B	1	1-18" RCP	1.00%		
	2	1-18" RCP	1.00%		
	3	1-18" RCP	1.00%		
	4	1-18" RCP	1.00%		
	5	3-18" RCP	0.50%		
	6	3-18" RCP	0.50%		
	7	2-18" RCP	0.50%		
	8	2-18" RCP	1.00%		
	9	2-18" RCP	1.00%		
	10	1-18" RCP	1.00%		
C	1	1-18" RCP	1.00%		
	2*	1-18" RCP	0.30%		
D	1	1-18" RCP	1.00%		
	2	1-18" RCP	1.00%		
	3	1-18" RCP	0.60%		
	4	1-18" RCP	0.60%		
	5	1-18" RCP	0.70%		
	6	1-18" RCP	0.70%		
	7	1-18" RCP	1.00%		
	8	1-18" RCP	0.40%		
	9	2-18" RCP	0.50%		
	10	2-18" RCP	1.00%		
	11	2-18" RCP	1.00%		
	12	2-18" RCP	1.00%		
	13	2-18" RCP	1.00%		
	14	2-18" RCP	1.00%		
	15	1-18" RCP	1.00%		
E	1	HICKORY HILL LN.	1-18" RCP	1.00%	
		ROCK CANYON LN.	2-18" RCP	1.00%	
		2	2-18" RCP	0.50%	
		3	3-21" RCP	0.20%	
	4*	3-18" RCP	0.50%		
		3-18" RCP	1.00%		
	5	ROCK CANYON LN.	3-18" RCP	1.00%	
		OAKFIELD DR.	1-18" RCP	1.00%	
	10	1	HICKORY HILL LN.	2-18" RCP	1.00%
			CREEK CANYON LN.	2-18" RCP	0.50%
2		1-18" RCP	1.00%		
3		1-18" RCP	1.00%		
4		CREEK CANYON LN.	2-18" RCP	1.00%	
		VALLEY OAK CT.	3-21" RCP	0.50%	
		5	3-21" RCP	0.40%	
6		1-18" RCP	0.50%		
7		1-18" RCP	0.50%		
8		1-18" RCP	0.50%		
9		2-18" RCP	0.50%		
10	VALLEY OAK CT.	3-21" RCP	0.50%		
		CREEK CANYON LN.	2-18" RCP	0.70%	
	11	2-18" RCP	1.00%		
	12	1-18" RCP	1.00%		
	13	1-18" RCP	1.00%		
	14	1-18" RCP	1.00%		
	15	1-18" RCP	1.00%		
	16	1-18" RCP	0.50%		
	17	1-18" RCP	0.50%		
	18	1-18" RCP	0.50%		
	19	1-18" RCP	1.00%		
	20	1-18" RCP	1.00%		
21	1-18" RCP	1.00%			

* DRIVEWAY REQUIRED TO BE CONSTRUCTED IN LOCATION AS SHOWN ON PAVING PLANS.

DRIVEWAY CULVERTS TO BE INSTALLED BY BUILDER

J:\2006\JOB\SUBMIT\AVR\100811_A.DLLUT.DWG, UNAPPROVED 10/26/06, 10:48:40 AM

EXHIBIT 2 SAFETY END TREATMENT & DRIVEWAY DETAIL

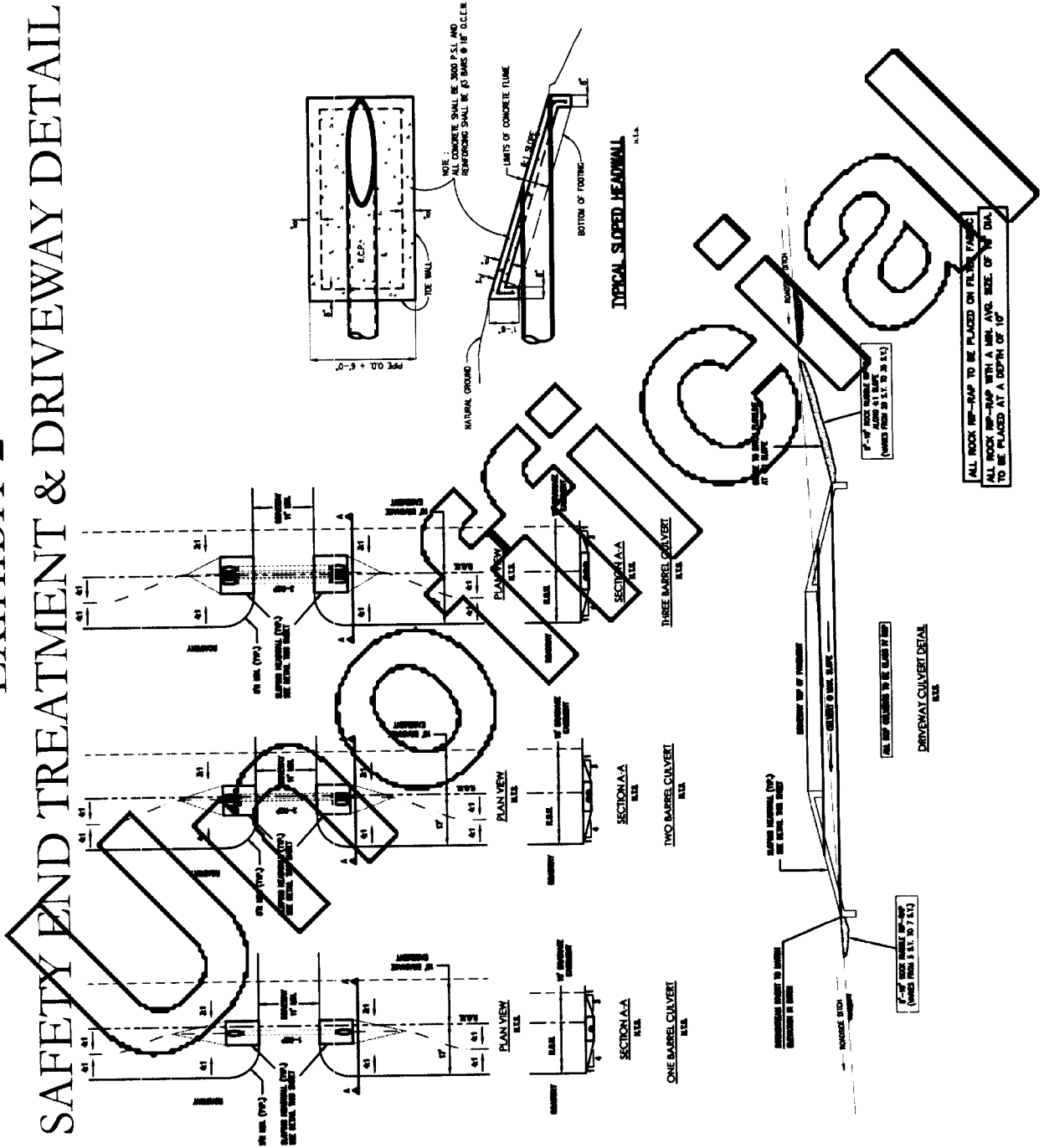
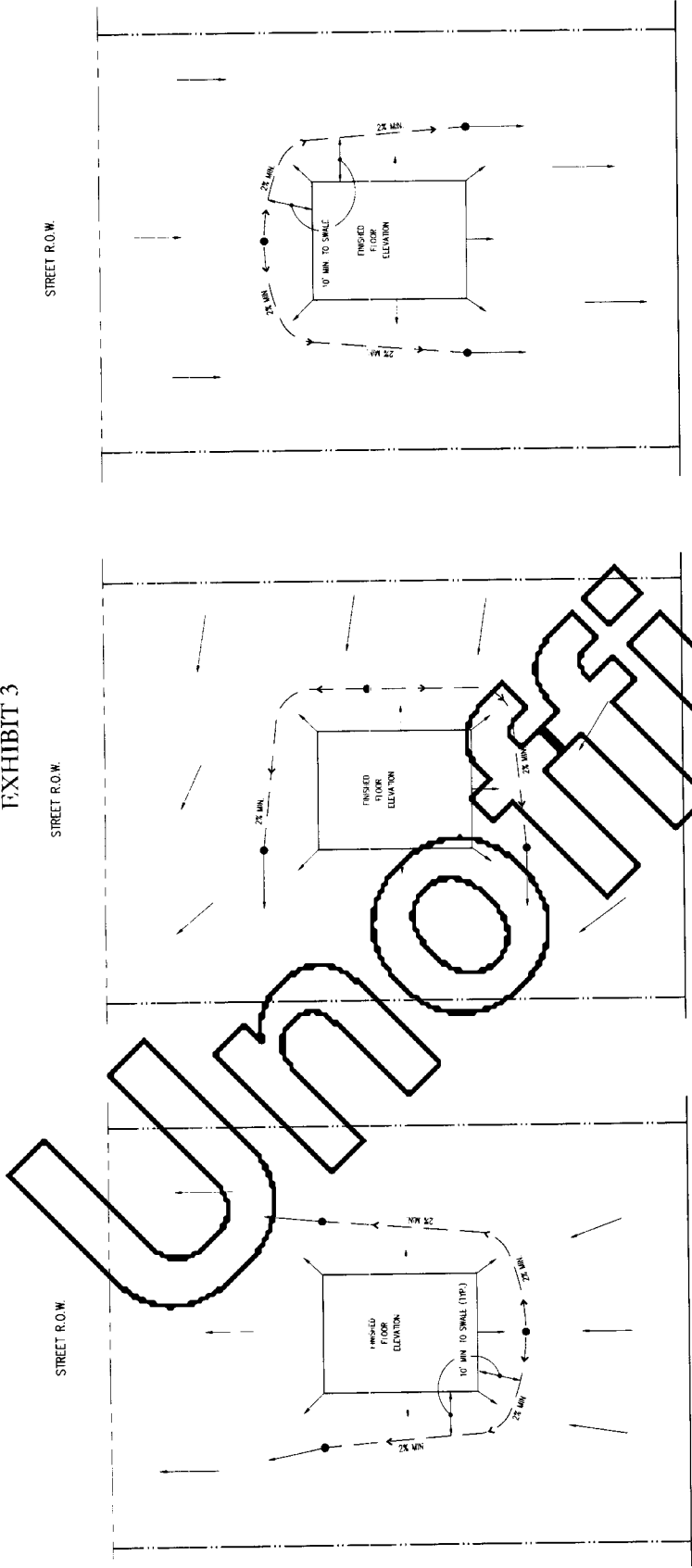


EXHIBIT 3



TYPICAL LOT GRADING - FLOW BACK TO FRONT
N.T.S.

TYPICAL LOT GRADING - FLOW BACK TO SIDE
N.T.S.

TYPICAL LOT GRADING - FLOW FRONT TO BACK
N.T.S.

LOT GRADING GENERAL NOTES

1. BUILDER IS RESPONSIBLE TO ENSURE THAT DRAINAGE IS ADEQUATE TO PROTECT STRUCTURE.
2. BUILDER IS TO GRADE AWAY FROM HOUSE AND PATIO AT A MINIMUM DISTANCE OF 10 FEET WITH A MINIMUM SLOPE OF 10%.
3. BUILDER IS TO CONSTRUCT SWALE AROUND HOUSE AND PATIO AT A MINIMUM SLOPE OF 2% TO DIVERGE SWALES AWAY AND AWAY FROM THE HOUSE.
4. BUILDER IS TO PLACE DRIVEWAY CULVERTS ACCORDING TO THE DRIVEWAY CULVERT PLAN. SEE SHEET 32.

<p>ENGINEER NATHAN D. MAER PROFESSIONAL ENGINEER, INC. 1200 N. W. 10th Ave., Suite 400 Fort Lauderdale, FL 33304 Phone: (954) 725-1177 Fax: (954) 725-1178</p>		<p>LOT GRADING PLAN CHELSEA LAKESIDE ASPEN COLONIAL COUNTRY, FLA.</p>	
<p>DATE: _____</p>		<p>SHEET NO. _____</p>	
<p>REVISIONS:</p>		<p>DATE: _____</p>	
<p>BY: _____</p>		<p>DATE: _____</p>	
<p>BY: _____</p>		<p>DATE: _____</p>	
<p>BY: _____</p>		<p>DATE: _____</p>	
<p>BY: _____</p>		<p>DATE: _____</p>	
<p>BY: _____</p>		<p>DATE: _____</p>	
<p>BY: _____</p>		<p>DATE: _____</p>	
<p>BY: _____</p>		<p>DATE: _____</p>	



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER AND SHALL BE KEPT IN CONFIDENCE. ANY REVISIONS TO THESE PLANS SHALL BE MADE BY THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

Unofficial

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/17/2008 02:47:23 PM
\$188.00 DLARD
20080917001123300



Stacey Kemp