

**Documents For
Estates at
Creekside
Owners
Association, Inc.**

Articles of Incorporation

UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF ESTATES AT CREEKSIDE
OWNERS ASSOCIATION, INC.
IN LIEU OF ORGANIZATIONAL MEETING

The undersigned, being all of the directors named in the Articles of Incorporation of Estates at Creekside Owners Association, Inc., a Texas non-profit corporation (the "Corporation"), hereby, pursuant to the provisions of Article 1396-9.10 of the Texas Non-Profit Corporation Act, consent to and approve the following resolutions and each and every action effected thereby:

1. Articles of Incorporation

RESOLVED, that the Articles of Incorporation that were submitted to, and reviewed by, the Board of Directors of the Corporation and that were filed with the office of the Secretary of State of the State of Texas on June 25, 2001, are approved, accepted, ratified, and adopted as the Corporation's Articles of Incorporation.

FURTHER RESOLVED, that the Secretary of the Corporation is directed to insert the Articles of Incorporation and the Certificate of Incorporation issued by the Secretary of State of the State of Texas in the minute book of the Corporation.

2. Bylaws.

RESOLVED, that the Bylaws for the regulation and management of the affairs of the Corporation that were submitted to, and reviewed by, the Board of Directors of the Corporation are approved and adopted for and as the Bylaws of the Corporation, and the Secretary of the Corporation is directed to insert a copy of the Bylaws in the minute book of the Corporation.

3. Minute Book.

RESOLVED, that (a) the minute book presented to the Board of Directors of the Corporation is approved and adopted, and the action of the Secretary in inserting in it the Articles of Incorporation, the Certificate of Incorporation, and the Bylaws is ratified and approved, and (b) the Secretary is hereby directed to authenticate the minute book, to retain custody of it, and to insert therein minutes of any meeting and of other proceedings (or written waivers and consents to any member or director action) of the members and/or directors of the Corporation and other appropriate records of the Corporation.

4. Number of Directors.

RESOLVED, that until further action by the Board of Directors or the members of the Corporation, three (3) directors shall constitute the entire Board of Directors of the Corporation.

5. Election of Officers.

RESOLVED, that the following individuals are elected to the offices of the Corporation set forth opposite their respective names, each to serve as such until such officer's successors is elected or appointed and qualified or, if earlier, until such officer's death, resignation, or removal from office:

James J. Melino	President
Gary DeFrain	Vice President
Carri Gutknecht	Treasurer
Elaine Strickland	Secretary

6. Compensation of Officers.

RESOLVED, that until further action by the Board of Directors of the Corporation, the officers of the Corporation shall serve as such without salary or other compensation.

7. Banking and Borrowing.

RESOLVED, that the Corporation establish such banking arrangements as from time to time become necessary, desirable or appropriate, including arrangements with respect to establishing and maintaining checking accounts and with respect to borrowing funds, and that the signatures of all directors of the Corporation at the bottom of the form of certification of resolution(s) customarily required by any such banking institution authorizing such arrangements shall constitute and be construed as a unanimous written consent to the adoption of such resolution(s) by the Board of Directors of the Corporation under the provisions of Article 1396-9.10 of the Texas Non-Profit Corporation Act, and that the Secretary of the Corporation is hereby authorized to certify such resolution(s) so signed by all directors of the Corporation in such form as said banking institution may customarily require, and such resolution(s) so certified shall be deemed to be copied in the minute book as if set forth therein in full.

FURTHER RESOLVED, that the President and any other officer of the Corporation acting jointly are hereby authorized to borrow, from time to time, provided same is allowed in the Articles of Incorporation, the Bylaws or the Declaration, in the name and on behalf of the Corporation, such funds in such amounts from such persons or lending institutions as they, in their discretion, deem in the best interest of the Corporation.

FURTHER RESOLVED, that the signatures of all directors of the Corporation at the bottom of the form of certificate of resolution(s) customarily required by any such lenders authorizing such borrowing shall constitute and be construed as a unanimous written consent to the adoption of such resolution(s) by the Board of Directors of the Corporation under the provisions of Article 1396-9.10 of the Texas Non-Profit Corporation Act, and that the Secretary of the Corporation is hereby authorized to certify such resolution(s) so signed by all directors of the Corporation is hereby authorized to certify such resolutions(s) so signed by all directors of the Corporation in such form as said lender may customarily require, and such resolution(s) so certified shall be deemed copied in the minute book as if set forth therein in full.

8. Annual Meeting of Members.

RESOLVED, that the annual meeting of members of the Corporation shall be held during each calendar year on such date and at such time as shall be designated from time to time by the Board of Directors.

9. Organizational Expenses.

RESOLVED, that the appropriate officer of the Corporation be, and hereby is, authorized and directed to pay all charges and expenses incident to and necessary for the organization of the Corporation and to reimburse any person who has made any disbursement therefor.

10. Fiscal Year.

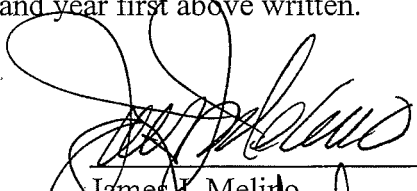
RESOLVED, that the fiscal year of the Corporation shall end on the last day of December each year.

11. Authorization.

RESOLVED, that the officers of the Corporation are hereby severally authorized (a) to sign, execute, certify to, verify, acknowledge, deliver, accept, file and record any and all instruments and documents, and (b) to take, or cause to be taken, any and all such action, in the name and on behalf of the Corporation, as (in such officer's judgment) shall be necessary, desirable or appropriate in order to effect the purposes of the foregoing resolutions.

FURTHER RESOLVED, that any and all action taken by any proper officer of the Corporation prior to the date this Written Consent is actually executed in effecting the purposes of the foregoing resolution is hereby ratified, approved, confirmed, and adopted in all respects.

IN WITNESS WHEREOF, this Unanimous Written Consent has been executed by the undersigned Board of Directors as of the day and year first above written.



James J. Melino



Gary DeFrain



Charles J. Wilson



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC.
Filing Number: 800096445

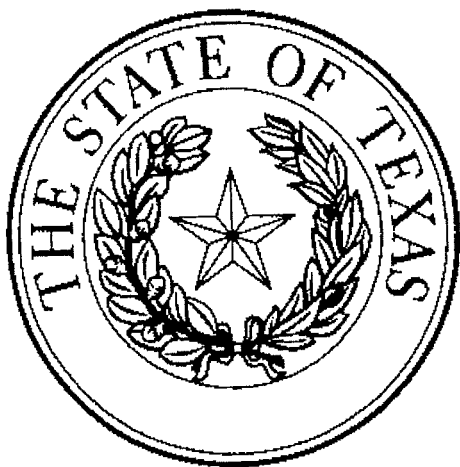
The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/25/2002

Effective: 06/25/2002



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

JUN 25 2002

Corporations Section

ARTICLES OF INCORPORATION
OF
ESTATES AT CREEKSIDE
OWNERS ASSOCIATION, INC.

The undersigned, a natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act (the "Act"), hereby adopts the following Articles of Incorporation (the "Articles") for such corporation:

ARTICLE I
NAME

The name of the corporation is Estates at Creekside Owners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II
NON-PROFIT CORPORATION

The Association is a non-profit corporation.

ARTICLE III
DURATION

The period of the Association's duration is perpetual.

ARTICLE IV
PURPOSE

The Association is organized for the specific purposes of providing for the common services, maintenance, preservation and architectural control regarding the residential lots, common areas and other facilities pertaining to Creekside Estates, Phase 1, an addition to the City of Wylie, Collin County, Texas, as shown on the Final Plat thereof recorded in Volume N, Page 893, of the Plat Records of Collin County, Texas, together with any additional property later annexed into the Creekside Estates Subdivision, all as more particularly set forth and described in that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates dated as of June 19, 2002, and recorded under County Clerk's Document Number 2002-0087926, in the Real Property Records of Collin County, Texas, as modified and amended from time to time (the "Declaration"), and to execute and perform all powers, duties and functions as provided in said Declaration, and to enforce the provisions thereof.

ARTICLE V
POWERS

Except as otherwise expressly provided in these Articles, the Declaration or the Bylaws (herein so called) of the Association, the Association shall have all of the powers provided in the Act.

ARTICLE VI
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is **8235 Douglas Avenue, Suite 650, LB-65, Dallas, Texas 75225**, and the name of its initial registered agent at such address is **James J. Melino**.

ARTICLE VII
BOARD OF DIRECTORS

The qualifications, manner of selection, duties, terms and other matters relating to the Board of Directors (herein so called) of the Association shall be as provided in the Declaration and in the Bylaws of the Association. The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as initial directors are:

James J. Melino
8235 Douglas Avenue
Suite 650, LB-65
Dallas, Texas 75225

Gary DeFrain
8235 Douglas Avenue
Suite 650, LB-65
Dallas, Texas 75225

Charles J. Wilson
8235 Douglas Avenue
Suite 650, LB-65
Dallas, Texas 75225

ARTICLES VIII
MEMBERSHIP

Every record owner of a residential lot within Creekside Estates subdivision shall automatically be, and must remain, a Member (herein so called) of the Association as provided in the Declaration. Each Member shall either be a Class A Member or a Class B Member as provided in the Declaration and shall have the relative voting rights, duties and obligations as provided in the Declaration and in the Bylaws of the Association.

ARTICLE IX
INCORPORATOR

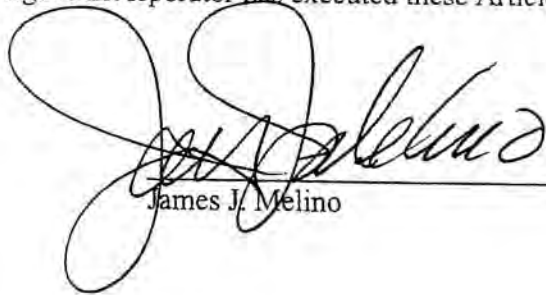
The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
James J. Melino	8235 Douglas Avenue Suite 650, LB-65 Dallas, Texas 75225

ARTICLE X
LIMITATION ON LIABILITY OF DIRECTORS, OFFICERS
AND COMMITTEE MEMBERS INDEMNIFICATION

No director, officer or committee member (including, without limitation, architectural control committee members) of the Association shall be liable to the Association or any Member (or anyone else) for monetary damages (or otherwise) for any act or omission in such director's, officer's or committee member's capacity as director, officer or committee member of the Association except to the extent expressly required by applicable law. The Association shall indemnify every person who was, is, or is threatened to be made, a named defendant or respondent in any litigation or other proceedings because any such person is or was a director, officer, committee member or other person related to the Association to the fullest extent permitted by applicable law.

IN WITNESS THEREOF, the undersigned incorporator has executed these Articles this 19th day of June, 2002.


James J. Melino

Bylaws



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CERTIFICATE
FOR
RECORDATION OF DEDICATORY INSTRUMENT
OF
ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC

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

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located."; and

WHEREAS, Estates at Creekside Owners Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Collin County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Estates at Creekside, an addition to the City of Wylie, Texas recorded June 22, 2002, as Instrument No. 2002-0087926 in the Real Property Records of Collin County, Texas, as same may have been amended and supplemented (the "Declaration") subjected to the scheme of development therein certain land described in Exhibit "A" thereto located in Collin County, Texas;

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[Signature page follows.]

EXECUTED this 11th day of April, 2014.

ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC,
a Texas non-profit corporation

By: Charles W. Spencer
Charles W. Spencer,
Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of April, 2014, by Charles W. Spencer, authorized representative of Estates at Creekside Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Carol J. Spencer
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Charles W. Spencer
7920 Belt Line Road
Suite 620
Dallas, TX 75254

RESIGNATION OF DECLARANT DIRECTORS
FOR
THE ESTATES AT CREEKSIDE

Located in the City of Wylie, Collin County, Texas

As Declarant for The Estates at Creekside and as the Class B Member of Estates at Creekside Owners Association, Inc., Estates at Creekside Development, Inc. has the right to resign as directors of Estates at Creekside Owners Association, Inc., pursuant to authority granted by the Declaration of Covenants, Conditions and Restrictions for Creekside Estates, recorded on June 20, 2002, as Document No. 2002-0087926, Real Property Records, Collin County, Texas, as it has been amended from time to time. By signing below, Declarant affirms its current status as "Declarant" and "Class B Member" in relation to The Estates at Creekside.

**RESIGNATION OF OFFICERS AND DIRECTORS OF
THE ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC.**

The following Declarant board members resign and release control of the affairs of the Association to the homeowner-elected initial board as listed below and all subsequent homeowner elected boards.

Declarant Resignations:

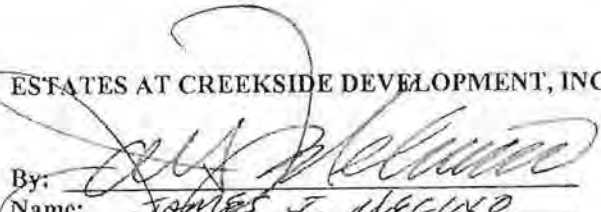
<u>Name of Director</u>	<u>Office</u>
Gary DeFrain	President
James Melino	Secretary

<u>Elected Initial Board Members</u>	<u>Office</u>
Laddie Celman	_____
Zachary Straughan	_____
David Green	_____
Maria Rodriguez	_____
Joseph Ferrier	_____

The above designations replace any prior designation issued by Estates at Creekside Development, Inc., or by any previous Declarant including the designation of directors in the certificate of formation or in a Public Information Report for Estates at Creekside Owners Association, Inc. Person who were previously appointed or designated by Declarant as officers or directors of Estates at Creekside Owners Association, Inc., and who are not named above are automatically removed by this instrument.

Signed to be effective March 20, 2014.

ESTATES AT CREEKSIDE DEVELOPMENT, INC.

By: 
Name: JAMES J. MELINO
Title: PRESIDENT

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/14/2014 11:53:38 AM
\$34.00 DLAIRD
20140414000354260



A handwritten signature in cursive script that reads "Stacey Kemp".



20140324000271160

03/24/2014 10:24:21 AM CT 1/5

**CERTIFICATE
FOR
RECORDATION OF DEDICATORY INSTRUMENT
OF
ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC**

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

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located."; and

WHEREAS, Estates at Creekside Owners Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Collin County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Creekside Estates dated June 19, 2002, and recorded as Instrument No. 2002-00879256 in the Real Property Records of Collin County, Texas, as same may have been amended and supplemented (the "Declaration") subjected to the scheme of development therein certain land described in Exhibit "A" thereto located in Collin County, Texas;

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[Signature page follows.]

EXECUTED this 20th day of March, 2014.

ESTATES AT CREEKSIDE OWNERS
ASSOCIATION, INC.,
a Texas non-profit corporation

By: Charles W. Spencer
Charles W. Spencer,
Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of March, 2014, by Charles W. Spencer, authorized representative of Estates at Creekside Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Carol J. Spencer
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Charles W. Spencer
7920 Belt Line Road
Suite 620
Dallas, TX 75254

**AMENDMENT TO BYLAWS
OF
ESTATES AT CREEKSIDE
OWNERS ASSOCIATION, INC.
[Directors]**

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

This AMENDMENT TO THE BYLAWS OF ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC. ("**Amendment**") is made effective this 19th day of March, 2014;

WITNESSETH:

WHEREAS, the Estates at Creekside Owners Association, Inc. ("**Association**") is a Texas non-profit corporation organized to administer and enforce the terms and provisions contained in that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates dated as of June 19, 2002, and recorded as Document Number 2002-00879256 in the Real Property Records of Collin County, Texas, as same has or may have been modified from time to time; and

WHEREAS, Article VII of the Articles of Incorporation of the Association provided for three (3) initial members of the Board of Directors ("**Board**") of the Association but provided that matters relating to the Board would be decided as provided in the Bylaws; and

WHEREAS, Article XII of the Bylaws of the Association ("**Bylaws**") provides that the Board may amend the Bylaws at a regular or special meeting; and

WHEREAS, at a duly called special meeting held on the date set forth below, at which a quorum was present in person, a majority of Directors in attendance voted to make the amendment to the Bylaws set forth herein;

NOW, THEREFORE, the Bylaws are hereby amended as follows:


1. Number of Directors. Section 5.03 is hereby added to amend and supplement the Bylaws:

"**Section 5.03. Number.** The affairs of this Association shall be managed by a Board of not less than three (3) directors nor more than five (5) directors, all of whom, except for the members of the initial Board, must be Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of such Owner. The number of directors may be changed by


amendment of these Bylaws. The members of the initial Board or their successors, shall serve until the first annual meeting of the Members."

2. Controlling Effect. All of the terms of the Bylaws which are not amended hereby expressly or by necessary implication remain in full force and effect.

IN WITNESS WHEREOF, this Amendment the Bylaws is hereby executed by the following Directors of ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC.


Name: Joe Ferrer
Title: Director 3/19/14


Name: Gary DeFuria
Title: Director


Name: James Melino
Title: Director

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on this 19th day of March, 2014, by Joe Ferrer, Gary DeFuria, and James Melino being Directors of the Estates at Creekside Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas



AFTER RECORDING RETURN TO:

CHARLES W. SPENCER
7930 BELT LINE RD., STE. 620
DALLAS, TX 75254

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/24/2014 10:24:21 AM
\$38.00 MBORQUEZ
20140324000271160



A handwritten signature in cursive script that reads "Stacey Kemp".

**BYLAWS
OF ESTATES AT CREEKSIDE
OWNERS ASSOCIATION, INC.**

The name of the Association is "Estates at Creekside Owners Associations, Inc." The principal office of the Association shall be located at **8235 Douglas Avenue, Suite 650, LB-65, Dallas, Texas 75225**, or such other location as the Board of Directors (herein so called) of the Association may direct from time to time.

**ARTICLE I
PURPOSE**

The Association is a non-profit corporation organized under the laws of the State of Texas for the specific purposes of providing for the common services, maintenance, preservation and architectural control regarding the residential lots, common areas and other facilities pertaining to Creekside Estates, Phase 1, an addition to the City of Wylie, Collin County, Texas, as shown on the Final Plat thereof recorded in Volume N, Page 893, of the Plat Records of Collin County, Texas, together with any additional property later annexed into the Creekside Estates Subdivision, all as more particularly set forth and described in that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates dated as of June 19, 2002, and recorded under County Clerk's Document Number 2002-0087926, in the Real Property Records of Collin County, Texas (as modified and amended from time to time, the "Declaration"), and to execute and perform all powers, duties and functions as provided in said Declaration, and to enforce the provisions thereof.

**ARTICLE II
DEFINITIONS**

The definitions contained in the Declaration are incorporated herein by reference for all purposes, and all capitalized terms used herein shall have the same meaning as set forth in the Declaration unless and except as otherwise provided herein or defined herein.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN
THE ASSOCIATION**

3.01. Membership. Each and every Owner of a Lot shall automatically be a Member of the Association without necessity of any further action on such Owner's part, subject to the terms of the Declaration, the Articles of Incorporation and these Bylaws of the Association, and the Rules and Regulations (herein so called) from time to time promulgated by the Association. Membership of an Owner in the Association shall be appurtenant to, and may not be separated from, the interest of such Owner in and to the Lot or Lots owned by such Owner. Each Member shall be either a Class A or a Class B Member as provided in the Declaration, and each member's voting rights and other privileges are subject to, and may be regulated or suspend as provided in, the Declaration, the Articles of Incorporation, these Bylaws and/or the Rules and Regulations.

3.02. Transfer. Membership of an Owner in the Association may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of said Owner's interest in all or any part of such Owner's Lot or Lots and then only to the purchaser or assignee as the new Owner thereof. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no force or effect, and will not be reflected upon the books and records of the Association. Each new Owner shall provide the Association with written notice of any transfer of the fee title to a Lot to such new Owner setting forth the name, address, Lot, and the exact name in which title to the Lot in question is held, and, if title is held in more than one name, shall be executed by all record Owners and shall designate the person or persons who are authorized to vote on behalf of such multiple Owners. A copy of the deed(s) or other instrument(s) of conveyance shall also be provided to the Association as provided in the Declaration. Upon receipt of such written notice, the Association will transfer membership to the new Owner thereof upon the books and records of the Association. It shall be the responsibility of each new Owner to provide the notice and such other documentation as provided herein and to assure that the change in membership is so reflected on the books and records of the Association. The Association shall not be obligated to provide any notice to, recognize the vote of, or provide any other function or benefit to, a new Owner unless and until such written notice and such other documentation is provided to the Association.

3.03. Member in Good Standing. Only those Members who are Members in Good Standing in accordance with the Declaration shall be entitled to vote on any Association related matter upon which a vote of the Members is required or permitted.

3.04. Multiple Owner Votes. Votes hereunder may not be cast on a fractional basis between multiple Owners of a Lot. The Association shall not be required to recognize the vote of any such multiple Owners except the vote of the person or persons designated in writing executed by all of such multiple Owners and delivered to the Association as provided in Section 3.02 hereof. The Association shall be entitled to rely on such written designation unless and until a subsequent written designation executed by all such multiple Owners is received by the Association.

3.05. Quorum, Notice and Voting Requirements. Subject to the provisions of the Declaration which specify certain notice, quorum or voting requirements, including, but not limited to, the provisions therein requiring a Special Quorum, and the provisions therein requiring the approval of certain actions by the Class B Member, all other action required or permitted to be taken by the Members shall require the assent of a majority of the votes of a Regular Quorum of Members in Good Standing entitled to vote (both classes voting together), voting either in person or by proxy at a meeting duly called for that purpose, and at which meeting a Regular Quorum is present. Written notice of a meeting of the Members shall be given to all Members not less than fifteen (15) nor more than forty-five (45) days in advance and shall set forth the date, time, location and purpose of such meeting. Such notices shall be sent by the Association to the Members of record on the date one (1) day prior to the date of such notice as shown on the books and records of the Association, and shall be delivered either personally, by facsimile transmission, or by mail, by or at the direction of the President (herein so called), or the Secretary (herein so called), or any other officer or person calling the meeting. In all instances where specific quorum requirements are not provided in the Declaration, Members holding ten percent (10%) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Members present, or represented by proxy at a meeting at which a quorum is present, shall be the act of the Members unless the vote of a greater number is required by law, the Articles of Incorporation, the Declaration or these Bylaws.

3.06. Special Meetings. Special meetings of the Members may be called at any time by a majority of a quorum of the Board of Directors or upon receipt by the Board of Directors of a written request for a special meeting signed by Members representing at least thirty-five percent (35%) of the total voting power of the Members in the Association (both classes taken together). Only business within the purpose or purposes described in the notice of special meeting may be conducted at such special meeting. Additionally, such special meeting shall be conducted within forty-five (45) days following the date of receipt by the Board of Directors of the notice of special meeting which meets the requirements of this Section 3.06.

3.07. Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, and in no event shall any proxy remain irrevocable for more than eleven (11) months.

3.08. Action Without Meeting by Written Consent. Any action which may be taken by the vote of the Members at an annual or special meeting, may be taken without a meeting, and without notice or a vote, by written consent of a majority of Members in Good Standing entitled to vote (both classes voting together).

3.09. Action by Written Ballot. The Board of Directors is hereby expressly authorized to distribute with each notice of an annual or special meeting of the Members a written ballot to every Member entitled to vote on the matter or matters which are the subject of such meeting. The ballot shall set forth each proposed action and provide an opportunity for the Member to specify approval or disapproval of each proposal. In addition, such ballot may provide that such Member's vote is to be cast for a given proposal in the manner to be recommended by the Board of Directors. Any such ballot shall constitute a proxy in favor of the Board of Directors and shall be voted by the Board of Directors in accordance therewith. Ballots returned which authorize the vote for one (1) or more proposals to be cast as recommended by the Board of Directors shall be cast, either for or against, as recommended by a majority of a quorum of the directors at a meeting of the Board of Directors which shall be held immediately prior to the scheduled meeting of the Members. Votes cast by ballot as provided herein shall in all respects be treated as votes cast by proxy, including, without limitation, in the determination of the existence of a Regular Quorum or Special Quorum, and shall be cast by the Board of Directors simultaneously with the votes being cast by the Members actually present, in person, or by other proxy, at the meeting. Ballots submitted by Members who are not Members in Good Standing shall not be voted.

3.10. Annual Meetings. Commencing in the year 2003 (or sooner upon the determination of the Class B Member), and in each year thereafter, an annual meeting of the Members shall be held no later than ninety (90) days after the closing of each fiscal year of the Association. The date, time and place of such annual meeting will be set by the Board of Directors, provided that an annual meeting may not take place on a Sunday or on a legal holiday.

3.11. Voting List. After fixing the record date as provided in Section 3.05 herein, the Secretary of the Association shall prepare an alphabetical list of the names of all Members entitled to notice of the meeting and setting forth the address and number of votes each Member is entitled to cast at the meeting. In addition, the list shall include and designate the names and addresses of those Members (if any) entitled to vote at the meeting, but who are not entitled to notice of the meeting. The voting list prepared as provided above shall be prepared not later than two (2) business days after the date of the notice of the meeting, and shall be made available for inspection by any Member entitled to vote at the meeting at the principal place of business of the Association or a reasonable place identified in the notice of the meeting up to and through the meeting. The voting list shall also be available for inspection at the meeting.

ARTICLE IV BOARD OF DIRECTORS

4.01. Number. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) directors as selected by the Members from time to time as provided herein and who need not be Members of the Association. The number of directors shall not be decreased and the number of directors may be increased only by an amendment of these Bylaws. Subject to Section 4.03 hereof, the initial Board of Directors named in the Articles of Incorporation shall serve until the first annual meeting of the Members. In case of the resignation, death, failure to act, incapacity or refusal to serve of any of said initial directors prior to said time, the remaining directors may appoint a substitute director or directors to serve the remainder of said period.

4.02. Term of Office. Except as specifically set forth above in Section 4.01, commencing at the first (1st) annual meeting of the Members, a new Board of Directors (which may include one or more members of the initial Board of Directors) shall be elected at the annual meeting of the Members, two of whom shall hold office for a term of two (2) years and the remainder of whom shall hold office for a term of one (1) year. Thereafter, the term of office for each Director shall be fixed at two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided herein. The terms of directors may be changed by amendment to these Bylaws.

4.03. Resignation; Removal. Any director may resign by giving written notice to the Board of Directors. Such resignation shall take effect on the date of receipt of such notice by the Board of Directors or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any director may be removed from the Board of Directors with or without cause, by a majority vote of the Members in Good Standing (both classes voting together) of the Association at a special meeting held for such purpose.

4.04. Vacancies. Vacancies on the Board of Directors shall be filled according to the following provisions:

(a) Vacancies by Death, Failure, Incapacity, Refusal or Resignation. In the event of the death, failure to act, incapacity, refusal to serve or resignation of a director, a successor director shall be elected by a majority of the remaining members of the Board of Directors and shall serve for the unexpired term of such director.

(b) Vacancies by Removal. Vacancies created by removal of a director shall be filled by the vote of a majority vote of Members in Good Standing (with all classes voting together) at a meeting called for such purpose.

(c) Vacancy by Reason of an Increase in the Number of Directors. Subject to Declarant's right to appoint the Board of Directors pursuant to the Declaration and Section 4.01 hereof, any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual or special meeting of the Members called for such purpose and in the manner provided herein for election of directors.

4.05. No Compensation. No director shall receive compensation for any service that any such director may render to the Association. Each director may be reimbursed for actual expenses incurred in the performance of the director's duties.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

5.01. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee (herein so called). Nominations may also be made from the floor at the annual meeting of Members. The Nominating Committee shall consist of a Chairman (herein so called), who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than sixty (60) days prior to each annual meeting of the Members, to serve until the close of such annual meeting of the Members. The Nominating Committee shall solicit and make as many nominations for election to the Board of Directors as it shall determine in its sole and exclusive discretion, but not less than the number of vacancies that are to be filled. Such nominations shall be made on or before the date of notice of the meeting, and may be included on the ballots to be submitted with any such notice as provided in Section 3.09 hereof.

5.02. Election of the Board Directors. The first (1st) election of the Board of Directors shall be conducted at the first (1st) annual meeting of the Members of the Association. All open positions on the Board of Directors shall be filled at such first (1st) annual meeting and at each subsequent annual meeting of the Members. Each Member in Good Standing shall be entitled to cast the total number of votes which such Member is entitled to cast for each vacancy to be filled; cumulative voting shall not be permitted. The nominees receiving the largest number of votes of Members shall be elected to the Board of Directors.

ARTICLE VI MEETINGS OF DIRECTORS

6.01. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as the Board of Directors may establish. The date, place and hour of each such meeting shall be fixed from time to time by resolution of the Board of Directors. Notice of the regular meetings of the Board of Directors need not be given.

6.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two (2) directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all directors either personally, by mail or by telefax not less than seventy-two (72) hours prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to directors who have signed a waiver of notice or a written consent to the holding of the meeting. An officer of the Association shall make reasonable efforts to notify all directors of the meeting by telephone.

6.03. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. Directors present by proxy may not be counted toward a quorum.

6.04. Action Without A Meeting and Telephone Meetings. Notwithstanding anything contained herein to the contrary, the Board of Directors may take action without a meeting if all of its members consent in writing to the action to be taken. Furthermore, members of the Board of Directors may hold duly called meetings between directors by telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 6.04 shall constitute presence in person at the meeting. In addition, the Board of Directors may take action by less than unanimous consent by written consent in lieu of an actual meeting to the extent and in the manner provided in the Articles of Incorporation.

6.05. Deadlock of Directors. In any matter upon which the vote of the directors present is evenly divided, the President shall be given an additional vote with which to break the deadlock of the directors solely on the matters on which the deadlock has occurred.

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

The affairs of the Association shall be conducted by the Board of Directors of the Association. In addition to the powers and duties enumerated in the Declaration, or elsewhere provided herein, the Board of Directors of the Association, for the mutual benefit of the Members of the Association, shall at all times have the power, if, as, and when the Board of Directors, in its sole and exclusive discretion deems necessary, to take any and all such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation and the Bylaws of the Association by appropriate means and to carry out the obligations of the Association as set forth in the Declaration, including, without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement or defense of legal actions and the promulgation and enforcement of the Rules and Regulations. The Board of Directors may, by resolution passed by a majority of a quorum of the Board of Directors, designate one (1) or more committees comprised of two (2) or more Members to examine specific issues of concern to the Association and to report, and make recommendations, to the Board of Directors pertaining thereto. The Board of Directors may, by adoption of such action in accordance with the provisions of these Bylaws, delegate specific Association management responsibilities to an authorized person or entity; provided, however, such delegation shall not relieve or release the Board of Directors of any duty to oversee, manage or direct the business and affairs of the Association.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

8.01. Officers. The officers of the Association shall be as follows and shall be either Members of the Association or members of the Board of Directors:

- (a) A President, who shall at all times be a member of the Board of Directors;
- (b) A Secretary, who may or may not be a member of the Board of Directors; and
- (c) Such other officers as the Board of Directors may from time to time by resolution create, including, but not limited to, one (1) or more Vice Presidents (herein so called) and a Treasurer (herein so called), each of whom may or may not be members of the Board of Directors.

8.02. Election of Officers. The election of officers shall take place at the first (1st) regular meeting of the Board of Directors following each annual meeting of the Members.

8.03. Terms. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.04. Special Appointments. The Board of Directors may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board of Directors may, from time to time, determine.

8.05. Resignation, Removal and Disqualification. Any officer may be removed from office by the Board of Directors with or without cause. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. An officer shall become disqualified to serve if during such officer's term of office, such officer fails to meet the qualifications contained in Section 8.01 hereof.

8.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer unless otherwise designated by the Board of Directors.

8.07. Multiple Offices. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

8.08. Duties. The duties of the officers are as follows:

- (a) President. The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board are carried out.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required from time to time by the Board of Directors.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, serve notice of meetings of the Board of Directors and the Members, keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform other such duties as required from time to time by the Board of Directors.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, and shall coordinate and oversee the maintenance of the Association's financial books and records.

8.09. Execution of Instruments. The President, Vice President, Secretary and Treasurer, subject to the approval of the Board of Directors, may enter into any contract or execute and deliver any instrument in the name and on behalf of the Association. The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association and such authorization may be general or confined to specific instances.

8.10. No Compensation. No officer shall receive compensation for any service that any such officer may render to the Association. Each officer may be reimbursed for actual expenses incurred in the performance of the officer's duties.

ARTICLE IX FINANCIAL REPORTS

The following financial information for the Association shall be prepared and distributed to each Member on an annual basis:

(a) Budget. An annual budget for each fiscal year shall be distributed to each Member on or before the end of the immediately preceding fiscal year or as soon thereafter as can reasonably be done, and shall include projected expenses for the Association for the ensuing year, and the amount of the Per-Lot Regular Assessment Amount for the ensuing year for each Lot as provided in the Declaration.

(b) Annual Report. An unaudited annual report shall be distributed to each Member on or before the date of the annual meeting of the Members and shall include a balance sheet as of the end of the preceding fiscal year, and an operating and income statement for the preceding fiscal year.

ARTICLE X BOOKS AND RECORDS

The Association shall maintain books of account and current financial records made with respect to all financial transactions of the Association. The Association shall also maintain a membership register and records of the minutes and proceedings of the Board of Directors, the Members, and the Architectural Control Committee or other committees which may be established from time to time. The books, records and accounts of the Association shall, at reasonable times upon reasonable written notice, be subject to inspection by any Member at such Member's sole cost and expense. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, and copies of such documents may be purchased from the Association at a reasonable cost.

ARTICLE XI ASSESSMENTS

Each owner of any Lot, by acceptance of a deed or other conveyance document creating in such owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree to pay the Assessments, Special Member Assessments, Violation Fines and all other assessments and charges as provided in the Declaration, such assessments and charges to be fixed, established and collected from time to time as therein provided.

ARTICLE XII AMENDMENTS

These Bylaws may be amended or changed at a regular or special meeting of the Board of Directors unless the Association Documents or the Texas Non-Profit Corporation Act (the "Act") expressly reserves such power to the Members with respect to a specific matter, or if the Members in amending, repealing, or adopting a particular bylaw expressly provides that the Board may not amend or repeal that particular bylaw. The Articles of Incorporation may be amended from time to time as provided in the Act and the Declaration may be amended in accordance with the provisions thereof.

ARTICLE XIII INDEMNIFICATION AND LIABILITY OF OFFICERS AND DIRECTORS

Section 13.01. Indemnification. The Association shall indemnify any person who is or was a director, officer, agent or employee of the Association in accordance with the following provisions:

(a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the Texas Non-Profit Corporation Act (the "Act"), then such persons named above shall be indemnified to the fullest extent permitted by the Act as it may exist from time to time.

(b) In case of a threatened or pending suit, action or proceeding (collectively, "Suit"), whether civil, criminal, administrative or investigative (other than an action by or in the fight of the Association), against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person, if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the Suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

(i) acted in good faith in the transaction which is the subject of the Suit; and

(ii) reasonably believed:

(A) if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(B) in all other cases, his or her conduct was not opposed to the best interests of the Association; and

(iii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard in paragraph (c) above has been satisfied must be made:

(i) by the Board of Directors by a majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding; or

(ii) if such quorum cannot be obtained, by a majority vote of a special committee designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(iii) by special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in subparagraphs (i) or (ii) above, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (d)(iii) above for the selection of special legal counsel.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive the payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c) above, and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled by law or vote of members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (f) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person's heirs, executors and administrators.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the Members of the Association in the next notice or waiver of notice of annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to special assessment.

Section 13.02. Other. The Board of Directors, officers, or representatives of the Association shall enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

Section 13.03. Interested Directors and Officers. Contracts and other transactions between the Association and its Directors or officers shall be subject to the following provisions:

(a) If paragraph (b) below is satisfied, no contract or transaction between the Association and any of its Directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such Director or officer at the meeting of the Board of Directors or committee thereof which authorizes such contract or transaction, or solely because such person's votes are counted for such purpose.

(b) The contract or transaction referred to in paragraph (a) above will not be void or voidable if:

(i) the contract or transaction is fair to the Association as of the time it is authorized, approved or ratified by the Board of Directors, a committee of the Board of Directors or the Members; or

(ii) the material facts as to the relationship or interest of each such Director or officer as to the contract or transaction are known or disclosed (A) to the members entitled to vote thereon and they nevertheless in good faith authorize or ratify the contract or transaction by a majority of the members present, each such interested person to be counted for quorum and voting purposes, or (B) to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested Directors present, each such interested Director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

(c) The provisions contained in paragraphs (a) and (b) above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

ARTICLE IV MISCELLANEOUS

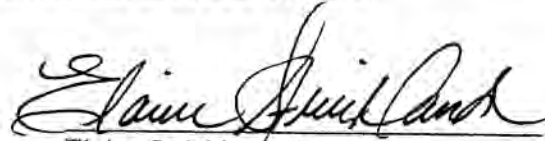
14.01. Fiscal Year. The fiscal year of the Association may be established by the Board of Directors from time to time. Until changed by the Board of Directors, the fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first (1st) fiscal year shall begin on the closing and funding of the first (1st) sale of a Lot.

14.02. Notices. Any notice required to be given to any Member hereunder and for which no provision is made as to how the notice shall be given, may be given in writing by mail, addressed to such Member at the address as it appears on the records of the Association, with postage thereon prepaid, or in any other method permitted by applicable law. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be deposited in the United States mails. Notice to the Association shall be given in accordance with the Declaration.

14.03. Interpretation. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. Notwithstanding any such conflicts, to the extent reasonably practical, the Articles of Incorporation, Bylaws and Declaration shall be construed and interpreted together as consistent and non-conflicting documents, such being the intent hereof and thereof.

CERTIFICATION

I, the undersigned, the duly elected and acting Secretary of Estates at Creekside Owners Association, Inc., a Texas non-profit corporation, do hereby certify that the foregoing Bylaws were adopted by the Board of Directors of the Association as the Bylaws of said Association as of June 19, 2002.


Elaine Strickland, Secretary

Declaration of CC&R's



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**CERTIFICATE
FOR
RECORDATION OF DEDICATORY INSTRUMENTS
OF
ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC.**

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

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located."; and

WHEREAS, the Estates at Creekside Owners Association, Inc, a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Collin County, Texas, the attached Policy Statements, as follows:

- **Guidelines for Display of Certain Religious Items**
- **Guidelines for Display of Flags**
- **Guidelines for Rainwater Recovery Systems**
- **Guidelines for Solar Energy Devices**

said Policy Statements being instruments governing the operation of the Association which have not been heretofore filed of record; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Estates at Creekside was filed as Document No. 202--0090761 in Volume 05194, Page 01199 of the Real Property Records of Collin County, Texas, subjecting to the scheme of development therein certain land described in Exhibit "A" thereto located in Collin County, Texas (said instrument and any supplements or amendments thereto being referred to herein collectively as the "Declaration"); and

WHEREAS, management control of the Association has passed from the Declarant to the Members; and

WHEREAS, in addition to the documents collectively referred to above as the Declaration, the attached Policy Statements have been promulgated and published by the Board of Directors of the Association for the benefit and guidance of the lot owners of Estates at Creekside development (referred to herein as the DEDICATORY INSTRUMENT), which have not been recorded as is, or may be, required by Section 202.006, Texas Property Code;

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the DEDICATORY INSTRUMENT attached hereto on behalf of the Estates at Creekside Owners Association, Inc.

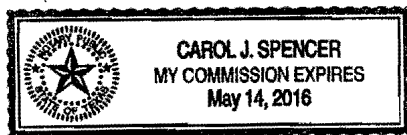
EXECUTED this 24th day of April, 2015, to be effective upon recording in the Real Property Records of Collin County, Texas.

ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: Charles W. Spencer
Charles W. Spencer
Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of April, 2015 by Charles W. Spencer, authorized representative of Estates at Creekside Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Carol J. Spencer
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Charles W. Spencer
7920 Belt Line Road
Suite 620
Dallas, TX 75254

**Estates at Creekside Owners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Display of Certain Religious Items

WHEREAS, Lots in Estates at Creekside are subject to Declaration of Covenants, Conditions and Restrictions for Estates at Creekside, recorded on June 20, 2002, in Volume 05194, Page 00455 as Document No. 2002-0087926, Real Property Records, Collin County Texas as amended or supplemented from time to time as:

- First Amendment Filed June 2002, in Volume 05198, Page 01199 as Document 2002-0090761
- Second Amendment Filed November 15, 2002, in Volume 05298, Page 003563 as Document No. 2002-0169468
- Third Amendment Filed October 24, 2003, in Volume 5531, Page 271 as Document 2003-0211917
- Fourth Amendment Filed June 8, 2005, in Volume 05935, Page 04310 as Document 2005-0076158
- Fifth Amendment Filed December 19, 2005, in Volume 06068, Page 02835 as Document No. 2005-0177385
- Sixth Amendment Filed January 20, 2006, as Document No 2006-0120000084520
- Seventh Amendment Filed September 10, 2007 as Document No. 2007-0910001259860

The Association wishes to adopt reasonable guidelines for Display of Certain Religious Items; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for display of certain religious items have been established by the Board and are to be recorded with the Real Property Records.

**ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS §
 §
COUNTY OF Collin §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Estates at Creekside Owners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

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

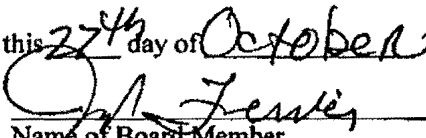
WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association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

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

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

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

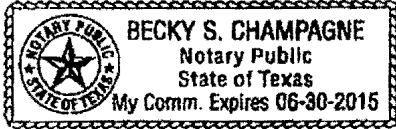
Approved and adopted by the Board on this 27th day of October 2014.


Name of Board Member
Title PRESIDENT
Estates at Creekside Owners Association, Inc.

STATE OF TEXAS §
COUNTY OF Collin §

Before me, the undersigned authority, on this day personally appeared Joseph Ferrer
President (title), of Estates at Creekside Owners Association, 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/she had
executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the
capacity therein stated.

Given under my hand and seal of office this 27th day of October, 2014.



[Notarial Seal]

Becky S. Champagne
Notary Public, State of Texas

Becky S. Champagne
Printed Name
My commission expires: 6-30-2015

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

**Estates at Creekside Owners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Display of Flags

WHEREAS, Lots in Estates at Creekside are subject to Declaration of Covenants, Conditions and Restrictions for Estates at Creekside, recorded on June 20, 2002, in Volume 05194, Page 00455 as Document No. 2002-0087926, Real Property Records, Collin County Texas as amended or supplemented from time to time as:

- First Amendment Filed June 2002, in Volume 05198, Page 01199 as Document 2002-0090761
- Second Amendment Filed November 15, 2002, in Volume 05298, Page 003563 as Document No. 2002-0169468
- Third Amendment Filed October 24, 2003, in Volume 5531, Page 271 as Document 2003-0211917
- Fourth Amendment Filed June 8, 2005, in Volume 05935, Page 04310 as Document 2005-0076158
- Fifth Amendment Filed December 19, 2005, in Volume 06068, Page 02835 as Document No. 2005-0177385
- Sixth Amendment Filed January 20, 2006, as Document No 2006-0120000084520
- Seventh Amendment Filed September 10, 2007 as Document No. 2007-0910001259860

The Association wishes to adopt reasonable guidelines for Display of Flags; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for display of flags have been established by the Board and are to be recorded with the Real Property Records.

**ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

COUNTY OF Collin

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Estates at Creekside Owners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

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

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

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

1. These Guidelines apply to the display of ("Permitted Flags"):
 - a) the flag of the United States; and
 - b) the flag of the State of Texas; and
 - c) the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - a) flags for schools, sports teams, businesses or foreign countries; or
 - b) flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c) historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be

attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.

10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - a) in any location other than the Owner's property; or
 - b) within a ground utility easement or encroaching into an aerial easement; or
 - c) beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - d) beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - e) closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - a) be ground mounted in the vicinity of the flag; and
 - b) utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c) points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - d) provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

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

Approved and adopted by the Board on this 27th day of October, 2014.

Joseph Ferrer
Name of Board Member

Title PRESIDENT

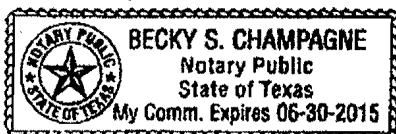
Estates at Creekside Owners Association, Inc.

STATE OF TEXAS

COUNTY OF Collin

Before me, the undersigned authority, on this day personally appeared Joseph Ferrer PRESIDENT (title), of Estates at Creekside Owners Association, 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/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 27th day of October, 2014.



[Notarial Seal]

Becky S. Champagne
Notary Public, State of Texas

Becky S. Champagne

Printed Name

My commission expires: 6-30-2015

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

**Estates at Creekside Owners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Rainwater Recovery Systems

WHEREAS, Lots in Estates at Creekside are subject to Declaration of Covenants, Conditions and Restrictions for Estates at Creekside, recorded on June 20, 2002, in Volume 05194, Page 00455 as Document No. 2002-0087926, Real Property Records, Collin County Texas as amended or supplemented from time to time as:

- First Amendment Filed June 2002, in Volume 05198, Page 01199 as Document 2002-0090761
- Second Amendment Filed November 15, 2002, in Volume 05298, Page 003563 as Document No. 2002-0169468
- Third Amendment Filed October 24, 2003, in Volume 5531, Page 271 as Document 2003-0211917
- Fourth Amendment Filed June 8, 2005, in Volume 05935, Page 04310 as Document 2005-0076158
- Fifth Amendment Filed December 19, 2005, in Volume 06068, Page 02835 as Document No. 2005-0177385
- Sixth Amendment Filed January 20, 2006, as Document No 2006-0120000084520
- Seventh Amendment Filed September 10, 2007 as Document No. 2007-0910001259860

The Association wishes to adopt reasonable guidelines for Rainwater Recovery Systems; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for rainwater recovery systems have been established by the Board and are to be recorded with the Real Property Records.

**ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS

COUNTY OF Collin

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Estates at Creekside Owners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

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

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

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

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
 2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
 3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
 4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage

containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.

- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

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

Approved and adopted by the Board on this 27th day of October 2014.

John Ferrer
Name of Board Member

Title PRESIDENT

Estates at Creekside Owners Association, Inc.

STATE OF TEXAS

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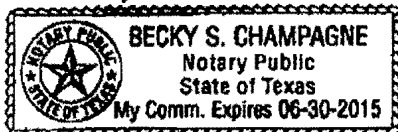
COUNTY OF Collin

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Before me, the undersigned authority, on this day personally appeared Joseph Ferrer PRESIDENT (title), of Estates at Creekside Owners Association, 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/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 27th day of October, 2014.



[Notarial Seal]

Becky S. Champagne
Notary Public, State of Texas

Becky S. Champagne
Printed Name

My commission expires: 6-30-2015

AFTER RECORDING RETURN TO:

FirstService Residential

3102 Oak Lawn Avenue, Suite 202

Dallas, Texas 75219

**Estates at Creekside Owners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedictory Instruments

Guidelines for Solar Energy Devices

WHEREAS, Lots in Estates at Creekside are subject to Declaration of Covenants, Conditions and Restrictions for Estates at Creekside, recorded on June 20, 2002, in Volume 05194, Page 00455 as Document No. 2002-0087926, Real Property Records, Collin County Texas as amended or supplemented from time to time as:

- First Amendment Filed June 2002, in Volume 05198, Page 01199 as Document 2002-0090761
- Second Amendment Filed November 15, 2002, in Volume 05298, Page 003563 as Document No. 2002-0169468
- Third Amendment Filed October 24, 2003, in Volume 5531, Page 271 as Document 2003-0211917
- Fourth Amendment Filed June 8, 2005, in Volume 05935, Page 04310 as Document 2005-0076158
- Fifth Amendment Filed December 19, 2005, in Volume 06068, Page 02835 as Document No. 2005-0177385
- Sixth Amendment Filed January 20, 2006, as Document No 2006-0120000084520
- Seventh Amendment Filed September 10, 2007 as Document No. 2007-0910001259860

The Association wishes to adopt reasonable guidelines for Solar Energy Devices; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for solar energy devices have been established by the Board and are to be recorded with the Real Property Records.

**ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC.
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

COUNTY OF

Collin

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Estates at Creekside Owners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

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

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

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

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

Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.

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

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

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Approved and adopted by the Board on this 27th day of October 2014.

Joseph Ferrer

Name of Board Member

Title President

Estates at Creekside Owners Association, Inc.

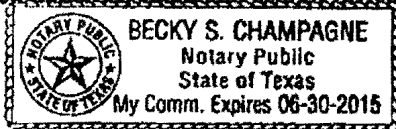
STATE OF TEXAS

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COUNTY OF Collin

Before me, the undersigned authority, on this day personally appeared Joseph Ferrer President (title), of Estates at Creekside Owners Association, 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/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 27th day of October, 2014.



[Notarial Seal]

Becky S. Champagne

Notary Public, State of Texas

Becky S. Champagne

Printed Name

My commission expires: 6-30-2015

AFTER RECORDING RETURN TO:

FirstService Residential

3102 Oak Lawn Avenue, Suite 202

Dallas, Texas 75219

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/27/2015 12:28:14 PM
\$86.00 CJAMAL
20150427000471530



A handwritten signature in cursive script that reads "Stacey Kemp".



20140331000297780 03/31/2014 10:10:31 AM MA 1/11

**CERTIFICATE
FOR
RECORDATION OF DEDICATORY INSTRUMENT
OF
ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC**

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

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located."; and

WHEREAS, Estates at Creekside Owners Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Collin County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Association has been organized to administer and enforce the terms and provisions contained in that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates dated as of June 19, 2002, and recorded as Document Number 2002-00879256 in the Real Property Records of Collin County, Texas, as same has or may have been modified from time to time;

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

EXECUTED this 26th day of March, 2014.

ESTATES AT CREEKSIDE OWNERS
ASSOCIATION, INC.,
a Texas non-profit corporation

By: Charles W. Spencer
Charles W. Spencer,
Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 25th day of March, 2014, by Charles W. Spencer, authorized representative of Estates at Creekside Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Carol J. Spencer

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Charles W. Spencer
7920 Belt Line Road
Suite 935
Dallas, TX 75254*

**ESTATES AT CREEKSIDE
OWNERS ASSOCIATION, INC.**

3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

**RESOLUTION
June 23, 2011**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of the Association, Article VII, states that the Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, and that this appointed Committee will review and approve submitted plans and specifications for exterior changes on the Lot or home.

RESOLVED, that the Architectural Control Committee shall be comprised of the following individuals:

Anthony Swank, Chairperson
Jennifer Kramer, Committee Member
Eric Brown, Committee Member

RESOLVED, that the appointed Committee will review all submitted plans and specifications for exterior modifications to existing homes on the attached ACC request form that has been established specifically for the Estates at Creekside Homeowners Association.

RESOLVED, that the appointed Committee will review all submitted plans and specifications for exterior modifications to existing homes utilizing the attached ACC Guidelines that have been issued for further clarification to the governing documents which will also be utilized by the appointed Committee in reviewing all requests.

EXECUTED as of this 7th day of July, 2011.

Gary DeFranco
Charles Wilson
James Mayo

[Signature]
[Signature]
[Signature]

Architectural Guidelines:
(Requires a Permit by the City)

To request approval for a modified improvement, a homeowner should submit to the ACC at 3102 Oak Lawn Avenue, Suite 202, Dallas, Texas 75219, using the form provided in this booklet. The submittal will be reviewed, and the owner will be notified in writing of the results within twenty-five (25) days of submittal.

Arbor/Trellis

- Arbor/Trellis shall be cedar, redwood or other material approved by the ARC.
- If painted or stained, the arbor/trellis shall coordinate and compliment the colors of the house.
- Overall height of the arbor/trellis shall not exceed 12'0".
- Arbor/Trellis may be attached to the house or detached (free standing)
- Free standing Arbor/Trellis should not exceed 144 square feet in size. (Larger sizes may be approved on a case-by-case basis depending upon the yard area and proposed location).
- Arbor/Trellis shall be located in side or rear yard locations only.

Basketball Goal

- Permanent basketball goals are permitted at a location approved by the ACC.
- Portable basketball goals may be used, but they must be stored when not in use or placed on paved driveways only. No portable basketball goals may be left on the sidewalks or in the streets as storage.

Drainage

- Submissions for all installation or correction of drainage (i.e. swales, French drains, gutter and curb cuts).
- All water must run from one's property to the street, or a designated drainage area. Under no circumstance may water be diverted to drain to an adjoining property. Homeowners must certify that this drainage requirement is met; therefore the Association, the Board nor the ACC shall bear any responsibility or liability to any Owner for property damage caused by drainage.
- All downspouts should be run from one's property to the street or a designated drainage area underground and to the street if necessary to keep runoff from encroaching on the adjacent property.
- Drain outlet to the street: PVC pipe and concrete, which is similar in color and consistent to existing concrete. The pipe should be cut so that it is recessed ½" beneath the face of the concrete curb. The concrete shall be shaped so that it continues the surface of the interior of the pipe and follows the silhouette of the existing curb.
- Location includes any curb on a residential street or collector street as permitted by the City of Wylie. Approval of the city department of streets may be required prior to the removal of an existing curb.

Fencing

The ACC must approve all fencing, replacement or alteration.

- All fencing adjacent to the flood plain shall comply with amendment #5, executed December 12, 2005.
- Wooden fences shall not exceed eight feet in height. Eight foot fences are to have metal poles.
- If a fence is constructed on sloping property it must be “stepped” in order for the cap to be level.
- Wooden fences should have slats between 4” and 8” wide. The slats are to be installed vertically.
- Fences are not to be painted or stained an unnatural color on any surface facing the street, common ground or a neighboring property.
- Fence posts are to be set in concrete.

The Owner of the lot upon which fences are constructed shall be obligated to maintain fences in good condition. Missing or damaged boards on wood fences should be replaced within thirty days of the date of damage or failure. Propping-up of a leaning fence due to structural or foundation failure will be allowed for property security only for the period of time necessary for proper repair or replacement of all or part of the fence.

Flag Pole/Flags (Permanent)

- Flagpoles in rear and side yard shall be within 20’ of the house. Flagpoles in front yards must be within 15’ of the house, but in no case shall a flagpole be allowed within the public right-of-way.
- Flagpoles shall not exceed 20’ in height and shall maintain a vertical alignment.
- Only metal flagpoles are permitted and they shall be unpainted metal, bronze or black.
- Flags shall be no larger than 3’ x 5’ in size but must be in proportion to the height of the pole.
- No more than one flag may be displayed at any one time, and each lot is limited to one pole.

Garage Sales

- Garage sales shall be limited to two (2) a year, per household (as per City regulations)...Period considered to be a weekend Friday, Saturday or Sunday....Time frame: the ACC recommends any weekend during the two periods of holding sales would be spring and fall.
- All signs posted must be removed immediately when finished. This is also a City requirement.
- A permit from the City of Wylie is required for all garage sales.

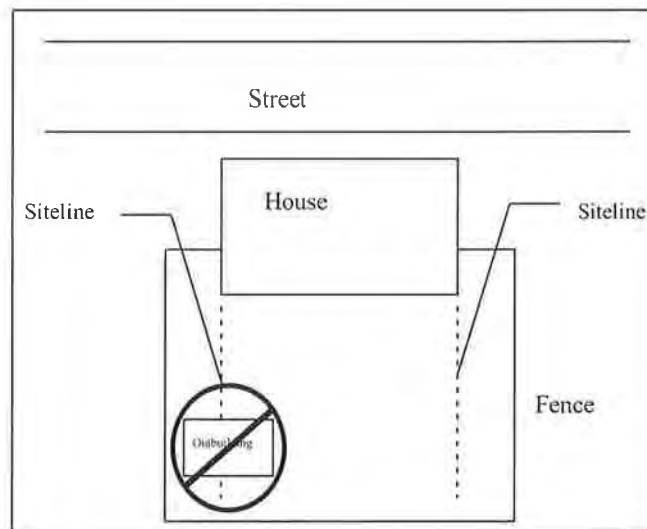
Gazebos

- Gazebos shall be attractive in appearance, without an excess of detail ornamentation.
- Gazebos shall be of redwood or cedar or other material specifically approved by the Architectural Review Committee.
- If painted or stained, the gazebo shall coordinate with and complement the colors of the house.
- Overall height of the gazebo shall not exceed 12'-0" in height.
- The gazebo shall not exceed 144 square feet in size.
- Roofing shall match or complement that of the house.
- Gazebos shall be located in side or rear yard locations and must comply with the building setback lines. **They must be 10' back from adjacent water bodies or open space.**
- Gazebos must have a minimum 10' clearance from any house, playhouse, or any other attached or detached structure.
- **Only one gazebo is allowed per lot and is not allowed on a lot that already has a playhouse.**

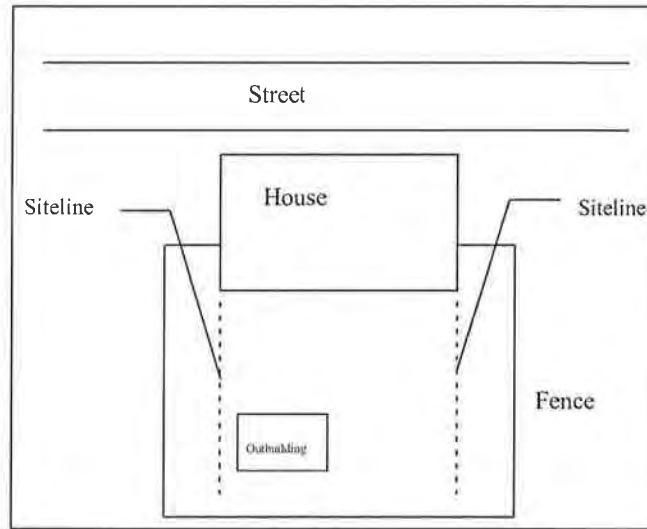
Out Buildings

- All outdoor buildings should have a maximum height of 8'6" feet. Wood, paint and shingles (when applicable) should match the trim and roof of the house.
- Out (i.e., storage or recreational) buildings shall not be larger than 120 square feet.
- All out buildings shall be placed far enough away from the property line to maintain a clear sightline on both sides of the house. See below for an example.

Example of an outbuilding improperly placed on the siteline:



Example of an outbuilding properly placed so that the siteline is clear:



Painting

- Homeowners should include samples with ACC Form to obtain approval.
- All paint colors must be approved prior to painting or repainting.
- Trim and siding colors must complement the masonry color on the house. Bright primary and secondary colors and pastels are not permitted.
- Shutters and front doors may be painted or stained in colors that complement the siding and masonry color on the house and are intended to accent or highlight architectural features. Bright primary and secondary colors and pastels are not allowed.
- Colors should be in character with the surrounding homes.
- All paint colors should be approved, including the repainting of the same color.

Play Equipment

- Wood or play equipment is to be no taller than 12'0". Pressure treated or redwood timbers assembled in a workmanlike manner.
- Play equipment may be installed in the rear yard or the side yard in a location where it is screened from public view by landscaping or other improvements.
- Play equipment such as swing sets, slides, tetherball poles and volleyball courts must be screened from view. Platforms elevated more than twenty-four inches above the ground are not permitted in locations where the view from the platform infringes on the privacy of neighboring property.
- Color of awning must be approved by Committee.

Pools and Spas

- Drawings on a plot plan are to be submitted to the ACC.
- The plot plan drawings should show the pool, mechanical equipment, screening and fence locations.
- Fences, decks and gazebos are to meet specific guidelines and require separate ACC approval.
- The plans should show water drainage direction. Drainage should go to the street or a designated location. Water cannot flow onto a neighbor's property.
- Drawings should show construction access. Any necessary approval from other entities for access must be submitted in writing.
- The ACC approval is contingent on the Homeowner securing the required City building permit.

Retaining Walls

- All retaining walls must be constructed from stone, brick or concrete.
- All walls must be located within the limits of the property lines.
- All retaining walls must meet the following standards:
 - If up to 1 foot high, the wall must be 6 inches thick.
 - If 1 – 2 feet high, the wall must be 8" thick.
 - If 2 – 4 feet high, the wall must be 12" thick.
 - All retaining walls 4 feet or higher must be designed and certified by a professional engineer.
- The process of back filling is an integral part of the structural integrity of a wall, thus it is the responsibility of the builder who constructs the retaining wall to also back fill it.
- No railroad ties are permitted for new construction.

Roofs (New)

The ACC must approve all new Roofs. However, the ARC may approve other roof colors or materials based on coordinating schemes of the houses.

Roofs must be covered with composition material of at least 180 lb. weight shingle and have a minimum pitch of 8:12.

Satellite Dish

- One satellite dish with a diameter of one meter or less.
- Dish or antenna should not be visible from the street or neighboring **property**.
- The ACC may approve a different location to gain acceptable signal quality.
- The ACC may **require** screening.
- The ACC may approve more than one dish.
- No ham radio antennas or two-way radios are allowed.

Seasonal Decorations

Dignified seasonal decorations are permitted within the time frames established by Associations Guidelines.

- All holiday decorations should be removed within thirty (30) days of each holiday.

Sidewalks, patios and decks

- Decks shall be of redwood, cedar or other material approved by the Committee.
- Patios may be concrete, concrete stepping blocks, brick, concrete pavers, stone, or other materials approved by the Committee.
- Patios and decks may not be located closer than 5 feet to any property line.
- The new deck/patio shall not alter the drainage patterns established by the Association Drainage Plan.

Siding

- **Siding replacement should be made with similar or new material/product.**
- Color scheme should match existing color of home and compliment and coordinate with the surrounding homes.

Site Lighting

Exposed neon, fiber optic and sodium are not permitted on Lots. The ACC reserves the right to limit the use or the amount of site lighting. Lights should not infringe on other neighbors.

Trash Containers

- All garbage and trash shall be kept in a sanitary containers fully enclosed within the garage. Trash receptacles may be placed in front of a residence for the day of trash pickup between 6:00 pm the night immediately prior to pickup and removed immediately the day of pickup.
- No storage of trashcans and/or recycle bins are to be left in front of the garage or side of home, where they are visible to others.
- Trash containers cannot be in view from the street or neighbor's houses.

MAJOR IMPROVEMENTS **(Requiring a Building Permit)**

This category would include exterior remodels and room additions. Due to the nature of Major Improvements, the ACC requires more information and more advanced notice to review that information. Most likely the Homeowner and/or the Contractor should attend the Review Meeting.

Major Improvements should be compatible with the existing home design, be proportional to the structure and property and fit in with the surrounding homes.

Following is a list of items the ACC would expect. Each Major Improvement is unique so required information may vary.

Final Drawings

1. Four copies prepared by the architect/builder.
2. Floor plan(s)
3. Front, rear and side elevations with roof pitch indicated.
4. Site plan with structure indicated thereon.
5. Submit to:

The Architectural Control Committee
c/o Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219
6. Site plan with all improvements indicated thereon to include:
 - a. Existing and new contours at one-foot intervals. Indicate drainage by use of arrows. Drainage plan must be designed and certified by a registered engineer.
 - b. Each room's dimensions and use.
 - c. Structure with finish floor elevation for each level.
 - d. Easements and building lines.
 - e. Trees with 5" trunk diameter and larger.
 - f. Sidewalks, patios, driveways, retaining walls, pools, fencing and other improvements.
 - g. Dimensions from property lines to structure.
7. Floor plan(s) with dimensions at a scale of $\frac{1}{4}" = 1'-0"$.(?)
8. Elevations at a scale of $\frac{1}{4}" = 1'-0"$.
9. Landscape plan and lawn sprinkler plan for front side and rear of home.
10. Construction schedule with estimated dates, as well as construction access.
11. Allow 30 days for approval.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/31/2014 10:10:31 AM
\$62.00 DFOSTER
20140331000297780



A handwritten signature in cursive script that reads "Stacey Kemp".



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NINTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE ESTATES

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE ESTATES (this "Amendment") is made by Estates at Creekside Development, Inc. (hereinafter referred to as "Declarant"), a Texas corporation, Estates at Creekside, Phase II, Development, Inc. (hereinafter referred to as "Estates at Creekside II"), a Texas corporation, Estates at Creekside, Phase III, Development, Inc. (hereinafter referred to as "Estates at Creekside III"), a Texas corporation, Estates at Creekside, Phase IV, Development, Inc. (hereinafter referred to as "Estates at Creekside IV"), a Texas corporation, and Estates at Creekside, Phase V, Development, Inc. (hereinafter referred to as "Estates at Creekside V"), a Texas corporation, to be effective as of the date of recording hereof in the Official Public Records of Real Property of Collin County, Texas.

WHEREAS, Declarant, as the then owner of certain real property situated in Collin County, Texas (the "First Phase Property"), adopted, established and imposed upon the First Phase Property the covenants, conditions, restrictions, easements, liens and charges contained in that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates (as amended from time to time, hereinafter referred to as the "Declaration") dated as of June 19, 2002, and filed June 20, 2002, in Volume 05194, Page 00455, as Document No. 2002-0087926, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, the Declaration was amended by First Amendment thereof dated as of June 25, 2002, and filed June 26, 2002, in Volume 05198, Page 01199, as Document No. 2002-0090761, in the Official Public Records of Real Property of Collin County, Texas, and by Second Amendment thereof dated as of November 11, 2002, and filed November 15, 2002, in Volume 05298, Page 003563, as Document No. 2002-0169468, in the Official Public Records of Real Property of Collin County, Texas, and by Declaration of Annexation and Third Amendment thereof dated as of October 21, 2003, and filed October 24, 2003, in Volume 5531, Page 271, as Document No. 2003-0211917, in the Official Public Records of Real Property of Collin County, Texas, and by Fourth Amendment thereof dated as of April 22, 2005, and filed June 8, 2005, in Volume 05935, Page 04310, as Document No. 2005-0076158, in the Official Public Records of Real Property of Collin County, Texas, and by Fifth Amendment thereof dated as of December 12, 2005, and filed December 19, 2005, in Volume 06068, Page 02835, as Document No. 2005-0177385, in the Official Public Records of Real Property of Collin County, Texas, and by Declarant Rights Amendment thereto dated as of January 13, 2006, and filed January 20, 2006, as Document No. 20060120000084520, in the Official Public Records of Real Property of Collin County, Texas, by Declaration of Annexation and Seventh Amendment thereof dated as of and filed September 10, 2007, as Document No. 2007-0910001259860, in the Official Public Records of Real Property of Collin County, Texas, and by Eighth Amendment thereof dated as of July 7, 2009, and filed July 20, 2009, as Document No. 2009-0720000909020, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, Estates at Creekside II, which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Second Phase Property") to the encumbrance of the Declaration pursuant to the Declaration of Annexation and Third Amendment referenced above, said Second Phase Property being described as Creekside Estates, Phase 2, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded in Volume 2003-0209426, Page 211 of the Map Records of Collin County, Texas; and

WHEREAS, Estates at Creekside III, which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Third Phase Property") to the encumbrance of the Declaration pursuant to the Declaration of Annexation thereto dated August 24, 2005, filed August 29, 2005, in Volume 05991, Page 01856, as Document No. 2005-0076158, in the Official Public Records of Real Property of Collin County, Texas, said Third Phase Property being described as Creekside Estates, Phase 3, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded in Volume Q, Page 639, of the Map Records of Collin County, Texas; and

WHEREAS, Estates at Creekside IV, which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Fourth Phase Property") to the encumbrance of the Declaration pursuant to the Declaration of Annexation and Seventh Amendment thereof dated as of and filed September 10, 2007, as Document No. 2007-0910001259860, in the Official Public Records of Real Property of Collin County, Texas, said Fourth Phase Property being described as Creekside Estates, Phase 4, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded as Document Number 2007-0611010002020, in Volume 2007, Page 310 of the Map Records of Collin County, Texas.

WHEREAS, Estates at Creekside V, which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Fifth Phase Property") to the encumbrance of the Declaration pursuant to the Declaration of Annexation thereof dated as of and filed November 23, 2011, as Document No. 2011-1123001270020, in the Official Public Records of Real Property of Collin County, Texas, said Fifth Phase Property being described as Creekside Estates, Phase 5, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded as Document Number 2011-1121010002440 of the Map Records of Collin County, Texas.

WHEREAS, Article X, Section 4(a) of the Declaration permits the amendment by Declarant of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration in certain respects as set forth below.

NOW, THEREFORE, the Declarant, Estates at Creekside II, Estates at Creekside III, Estates at Creekside IV and Estates at Creekside V, each hereby declare that the aggregate number of lots in the First, Second, Third, Fourth and Fifth Phase Properties, all of which are encumbered by the Declaration and subject to all of the covenants, conditions, restrictions, easements, liens and charges contained in the Declaration, is 754 lots.

Except as expressly amended hereby, all of the terms of the Declaration, as same has been amended from time to time, shall remain in full force and effect strictly in accordance with its terms.

[Signature Page to Follow]

EXECUTED as of the 7th day of June, 2012.

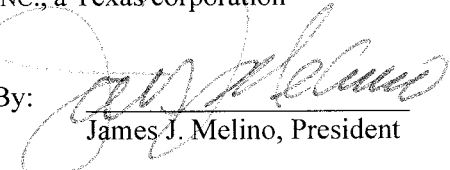
DECLARANT:

ESTATES AT CREEKSIDE DEVELOPMENT, INC.,
a Texas corporation

By: 
James J. Melino, President

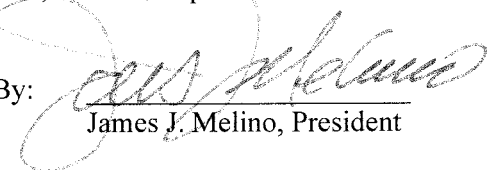
ESTATES AT CREEKSIDE II:

ESTATES AT CREEKSIDE, PHASE II, DEVELOPMENT,
INC., a Texas corporation

By: 
James J. Melino, President

ESTATES AT CREEKSIDE III:

ESTATES AT CREEKSIDE, PHASE III, DEVELOPMENT,
INC., a Texas corporation

By: 
James J. Melino, President

ESTATES AT CREEKSIDE IV:

ESTATES AT CREEKSIDE, PHASE IV, DEVELOPMENT,
INC., a Texas corporation

By: 
James J. Melino, President

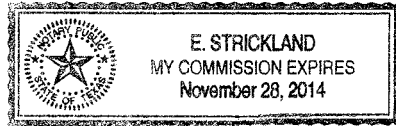
ESTATES AT CREEKSIDE V:

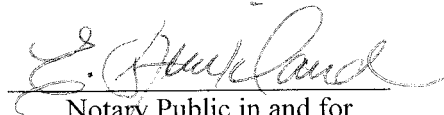
ESTATES AT CREEKSIDE, PHASE V, DEVELOPMENT,
INC., a Texas corporation

By: 
James J. Melino, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 7th day of June, 2012, by James J. Melino, President of each of Estates at Creekside Development, Inc., Estates at Creekside, Phase II, Development, Inc., Estates at Creekside, Phase III, Development, Inc., Estates at Creekside, Phase IV, Development, Inc., and Estates at Creekside, Phase V, Development, Inc., each of which are Texas corporations, on behalf of each thereof.




Notary Public in and for
the State of Texas

AFTER RECORDING, RETURN TO:

M. Susan Rice, P.C.
39340 IH-10 West, Suite D
Boerne, Texas 78006

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/10/2012 02:52:32 PM
\$28.00 CJAMAL
20120710000832090







20111214001347800 12/14/2011 11:13:18 AM MA 1/4

**Estates at Creekside Owners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Collection Policy

WHEREAS, Lots in Creekside Estates are subject to the Declaration of Covenants, Conditions & Restrictions for Estate at Creekside Homeowners Association Inc., recorded on June 20, 2002 in Volume 05194 Page 00455 as Document No. 2002-0087926 in the Real Property Records, Collin County, Texas.

- First Amendment – Document Number: 2002-0090761
- Second Amendment – Document Number: 2002-0169468
- Third Amendment – Document Number: 2003-0211917
- Fourth Amendment – Document Number: 2005-0076158
- Fifth Amendment – Document Number: 2005-0177385
- Sixth Amendment – Document Number: 2006-0120000084520
- Seventh Amendment – Document Number: 2007-0910001259860

The Association wishes to adopt reasonable guidelines to establish a collection policy for the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached collection policy has been established by the Board and is to be recorded with the Real Property Records.

Estates at Creekside Owners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Estates at Creekside Owners Association, Inc. COLLECTION POLICY		
Estates at Creekside Owners Association, Inc. collection process includes the following steps <i>unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager.</i>		
Notice	Description	Fees
1 st Friendly Notice	<ul style="list-style-type: none"> Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is the 30th. Only issued to owners <u>with a balance of \$10 or more.</u> <ul style="list-style-type: none"> Late/interest fees may vary based on governing documents. Late date may vary based on governing documents. 	\$25.00 + \$8.00 processing fee
2 nd Formal Notice	<ul style="list-style-type: none"> Issued by the billing department as a late letter (typically 30 days after the Friendly Notice). Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account. <ul style="list-style-type: none"> Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure. Only issued to owners <u>with a balance of \$50 or more.</u> <ul style="list-style-type: none"> A second late statement may be sent to owners in lieu of or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing. 	\$18.00 processing fee
Demand Letter	<ul style="list-style-type: none"> This is a second 30-day collection notice (similar to the 2nd Formal Notice); sent via certified mail. The billing department will automatically proceed with referring an account for demand <i>unless the Manager or Board of Directors stipulates otherwise.</i> Association collection policies may require demand letter processing through an attorney's office. NOTE: For Associations under developer control, builder referral for advanced collection action requires approval from the divisional Director in addition to the Manager. 	\$35.00 request for demand + collection agency/attorney fees (fees vary by office/agency)
Lien	<ul style="list-style-type: none"> If an account is referred directly to an attorney's office, the billing department will automatically proceed with an Authorization to Lien <i>unless the Manager or Board of Directors stipulates otherwise.</i> If an account is referred to a collection agency (e.g., Red Rock), the account is automatically processed for a lien subsequent to the 30-day timeline referenced in the demand letter. The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question. 	\$20.00 request for lien + collection agency/attorney fees (fees vary by office/agency and county)

	<ul style="list-style-type: none"> Processing and filing a lien with the county clerk can take up to 30 (thirty) days. 	
Foreclosure	<ul style="list-style-type: none"> <i>Authorization for Foreclosure must be Board-approved in writing.</i> <ul style="list-style-type: none"> The approval should be in the form of Board-approved meeting minutes or a signature on an approved form. The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board. Processing an account for foreclosure can take up to ninety (90) days A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption. <ul style="list-style-type: none"> If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict. The Association can proceed with Authorization to Evict once the property has been foreclosed. <i>NOTE 1:</i> The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property. <i>NOTE 2:</i> There are two types of foreclosure available to Associations, judicial and expedited non-judicial. The governing documents for each community will specify which methods of foreclosure are available to the Association. <ul style="list-style-type: none"> Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012. 	\$20.00 request for foreclosure + collection agency/attorney fees (fees vary by office and county)

This is to certify that the foregoing Collection Policy was adopted by the Board of Directors.

Name: 

Title: BOARD

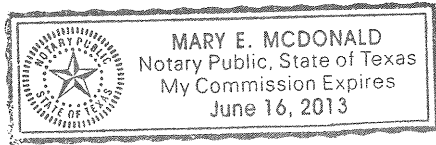
Date: 10/12/11

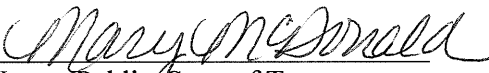
STATE OF TEXAS

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COUNTY OF Collin

This instrument was acknowledged before me on the 12th day of October, 2011 by Gary DeFrain, President of Estates at Creekside Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219*

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:13:18 AM
\$28.00 CJAMAL
20111214001347800







20111214001347810 12/14/2011 11:13:19 AM MA 1/3

**Estates at Creekside Owners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, Lots in Creekside Estates are subject to the Declaration of Covenants, Conditions & Restrictions for Estate at Creekside Homeowners Association Inc., recorded on June 20, 2002 in Volume 05194 Page 00455 as Document No. 2002-0087926 in the Real Property Records, Collin County, Texas.

- First Amendment – Document Number: 2002-0090761
- Second Amendment – Document Number: 2002-0169468
- Third Amendment – Document Number: 2003-0211917
- Fourth Amendment – Document Number: 2005-0076158
- Fifth Amendment – Document Number: 2005-0177385
- Sixth Amendment – Document Number: 2006-0120000084520
- Seventh Amendment – Document Number: 2007-0910001259860

The Association wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines have been established by the Board and are to be recorded with the Real Property Records.

Estates at Creekside Owners Association Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the “Board”) of Estates at Creekside Owners Association Inc. (the “Association”) wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
 - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner’s default of such Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
 - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner’s request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner’s request for an Alternative Payment Schedule.
 - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Name: _____

Title: _____

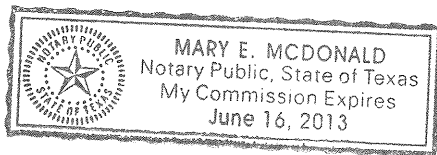
Date: _____

STATE OF TEXAS

COUNTY OF Collin

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This instrument was acknowledged before me on the 12th day of October, 2011 by Gary DeFrain, President of Estates at Creekside Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Mary E. McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219*

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:13:19 AM
\$24.00 CJAMAL
20111214001347810



Stacey Kemp

Alternate Payments Schedule Policy



20111214001347820 12/14/2011 11:13:20 AM MA 1/3

**Estates at Creekside Owners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Priority of Payments

WHEREAS, Lots in Creekside Estates are subject to the Declaration of Covenants, Conditions & Restrictions for Estate at Creekside Homeowners Association Inc., recorded on June 20, 2002 in Volume 05194 Page 00455 as Document No. 2002-0087926 in the Real Property Records, Collin County, Texas.

- First Amendment – Document Number: 2002-0090761
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- Sixth Amendment – Document Number: 2006-0120000084520
- Seventh Amendment – Document Number: 2007-0910001259860

The Association wishes to adopt reasonable guidelines for priority of payments for the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached priority of payment policy has been established by the Board and is to be recorded with the Real Property Records.

Estates at Creekside Owners Association Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Policy for Priority of Payments

WHEREAS, the Board of Directors (the “Board”) of Estates at Creekside Owners Association Inc. (the “Association”) wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner’s debt in the following order of priority:
 - 1. any delinquent assessment;
 - 2. any current assessment;
 - 3. any attorney’s fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 - 4. any attorney’s fees incurred by the association that are not subject to Subsection (3) above;
 - 5. any fines assessed by the Association;
 - 6. any other amount owed to the Association.
- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the

owner's debt in the following order of priority:

1. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
2. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (1);
3. any delinquent assessment;
4. any current assessment;
5. any other amount owed to the Association.
6. any fines assessed by the Association.

This policy shall supersede and render null and void any previously adopted priority of payment/payment plan policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Policy for Priority of Payments was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

Name: GARY DEFRAIN

Title: BOARD

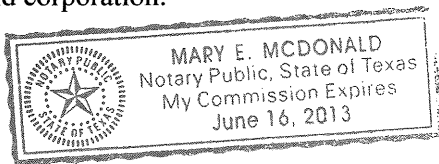
Date: 10/12/11

STATE OF TEXAS

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COUNTY OF Collin

This instrument was acknowledged before me on the 12th day of October, 2011 by Gary DeFrain, President of Estates at Creekside Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Mary McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:13:20 AM
\$24.00 CJAMAL
20111214001347820



Stacey Kemp

Priority of Payments Policy

88 ✓



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**Estates at Creekside Owners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedictory Instruments

Policy for Records Production and Copying

WHEREAS, Lots in Creekside Estates are subject to the Declaration of Covenants, Conditions & Restrictions for Estate at Creekside Homeowners Association Inc., recorded on June 20, 2002 in Volume 05194 Page 00455 as Document No. 2002-0087926 in the Real Property Records, Collin County, Texas.

- First Amendment – Document Number: 2002-0090761
- Second Amendment – Document Number: 2002-0169468
- Third Amendment – Document Number: 2003-0211917
- Fourth Amendment – Document Number: 2005-0076158
- Fifth Amendment – Document Number: 2005-0177385
- Sixth Amendment – Document Number: 2006-0120000084520
- Seventh Amendment – Document Number: 2007-0910001259860

The Association wishes to adopt reasonable guidelines for records production and copying for the Association; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached records production and copying policy has been established by the Board and is to be recorded with the Real Property Records.

Estates at Creekside Owners Association Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of Estates at Creekside Owners Association Inc. (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Records Production and Copying Policy is established by the Board:

- A. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

1. Copy charge.

(A) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(B) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- *Diskette--\$1.00;*
- *Magnetic tape--actual cost;*
- *Data cartridge--actual cost;*
- *Tape cartridge--actual cost;*
- *Rewritable CD (CD-RW)--\$1.00;*

- Non-rewritable CD (CD-R)--\$1.00;
- Digital video disc (DVD)--\$3.00;
- JAZ drive--actual cost;
- Other electronic media--actual cost;
- VHS video cassette--\$2.50;
- Audio cassette--\$1.00;
- Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;
- Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

2. *Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.*

(A) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(B) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(C) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

3. *Labor charge for locating, compiling, manipulating data, and reproducing public information.*

(A) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(i) Two or more separate buildings that are not physically connected with each other; or

(ii) A remote storage facility.

(C) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(i) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(ii) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(D) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(E) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(F) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

4. Overhead charge.

(A) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph(3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(B) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(C) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

5. *Microfiche and microfilm charge.*

(A) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(B) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

6. *Remote document retrieval charge.*

(A) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply

with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(B) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

7. Computer resource charge.

(A) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(B) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(C) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(D) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular

request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

(E) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

- 8. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.*
 - 9. Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.*
 - 10. Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).*
 - 11. Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.*
- B.** Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: _____

Gary DeFrain

Title: _____

President

Date: _____

10/12/11

STATE OF TEXAS

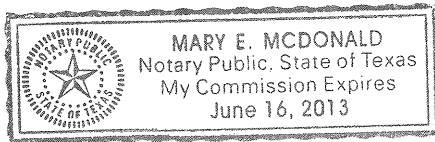
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COUNTY OF Collin

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This instrument was acknowledged before me on the 12th day of October, 2011 by Gary DeFrain, President of Estates at Creekside Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Mary McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219*

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:13:21 AM
\$44.00 CJAMAL
20111214001347830



Stacey Kemp

Records Production and Copying Policy



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**Estates at Creekside Owners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedictory Instruments

Policy for Document Retention

WHEREAS, Lots in Creekside Estates are subject to the Declaration of Covenants, Conditions & Restrictions for Estate at Creekside Homeowners Association Inc., recorded on June 20, 2002 in Volume 05194 Page 00455 as Document No. 2002-0087926 in the Real Property Records, Collin County, Texas.

- First Amendment – Document Number: 2002-0090761
- Second Amendment – Document Number: 2002-0169468
- Third Amendment – Document Number: 2003-0211917
- Fourth Amendment – Document Number: 2005-0076158
- Fifth Amendment – Document Number: 2005-0177385
- Sixth Amendment – Document Number: 2006-0120000084520
- Seventh Amendment – Document Number: 2007-0910001259860

The Association wishes to adopt reasonable guidelines for document retention for the Association; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached document retention policy has been established by the Board and is to be recorded with the Real Property Records.

Estates at Creekside Owners Association Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Document Retention Policy

WHEREAS, the Board of Directors (the “Board”) of Estates at Creekside Owners Association Inc. (the “Association”) wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

[signature page to follow]

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: Gary DeFrain

Title: President

Date: 10/12/11

STATE OF TEXAS

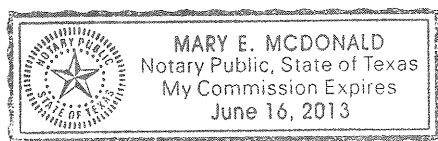
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COUNTY OF Collin

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This instrument was acknowledged before me on the 12th day of October, 2011 by Gary DeFrain, President of Estates at Creekside Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Mary E. McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:13:22 AM
\$24.00 CJAMAL
20111214001347840



Stacey Kemp

Document Retention Policy



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EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE ESTATES

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE ESTATES (this "Amendment") is made by Estates at Creekside Development, Inc. (hereinafter referred to as "Declarant"), a Texas corporation, and Estates at Creekside, Phase IV, Development, Inc. (hereinafter referred to as "Estates at Creekside IV"), a Texas corporation, to be effective as of the date of recording hereof in the Official Public Records of Real Property of Collin County, Texas.

WHEREAS, Declarant, as the then owner of certain real property situated in Collin County, Texas (the "First Phase Property"), adopted, established and imposed upon the First Phase Property the covenants, conditions, restrictions, easements, liens and charges contained in that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates (as amended from time to time, hereinafter referred to as the "Declaration") dated as of June 19, 2002, and filed June 20, 2002, in Volume 05194, Page 00455, as Document No. 2002-0087926, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, the Declaration was amended by First Amendment thereof dated as of June 25, 2002, and filed June 26, 2002, in Volume 05198, Page 01199, as Document No. 2002-0090761, in the Official Public Records of Real Property of Collin County, Texas, and by Second Amendment thereof dated as of November 11, 2002, and filed November 15, 2002, in Volume 05298, Page 003563, as Document No. 2002-0169468, in the Official Public Records of Real Property of Collin County, Texas, and by Declaration of Annexation and Third Amendment thereof dated as of October 21, 2003, and filed October 24, 2003, in Volume 5531, Page 271, as Document No. 2003-0211917, in the Official Public Records of Real Property of Collin County, Texas, and by Fourth Amendment thereof dated as of April 22, 2005, and filed June 8, 2005, in Volume 05935, Page 04310, as Document No. 2005-0076158, in the Official Public Records of Real Property of Collin County, Texas, and by Fifth Amendment thereof dated as of December 12, 2005, and filed December 19, 2005, in Volume 06068, Page 02835, as Document No. 2005-0177385, in the Official Public Records of Real Property of Collin County, Texas, and by Declarant Rights Amendment thereto dated as of January 13, 2006, and filed January 20, 2006, as Document No. 20060120000084520, in the Official Public Records of Real Property of Collin County, Texas, and by Declaration of Annexation and Seventh Amendment thereof dated as of and filed September 10, 2007, as Document No. 2007-0910001259860, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, Estates at Creekside, Phase II, Development, Inc., which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Second Phase Property") to the encumbrance of the Declaration pursuant to the Declaration of Annexation and Third Amendment referenced above, said Second Phase Property being described as Creekside Estates, Phase 2, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded in Volume 2003-0209426, Page 211 of the Map Records of Collin County, Texas; and

WHEREAS, Estates at Creekside, Phase III, Development, Inc., which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Third Phase Property") to the encumbrance of the Declaration pursuant to the Declaration of Annexation thereto dated August 24, 2005, filed August 29, 2005, in Volume 05991, Page 01856, as Document No. 2005-0076158, in the Official Public Records of Real Property of Collin County, Texas, said Third Phase Property being described as Creekside Estates, Phase 3, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded in Volume Q, Page 639, of the Map Records of Collin County, Texas; and

WHEREAS, Estates at Creekside IV, which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Fourth Phase Property") to the encumbrance of the Declaration pursuant to the Declaration of Annexation and Seventh Amendment thereof dated as of and filed September 10, 2007, as Document No. 2007-0910001259860, in the Official Public Records of Real Property of Collin County, Texas, said Fourth Phase Property being described as Creekside Estates, Phase 4, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded as Document Number 2007-0611010002020, in Volume 2007, Page 310 of the Map Records of Collin County, Texas.

WHEREAS, Article X, Section 4(a) of the Declaration permits the amendment by Declarant of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration in certain respects as set forth below.

NOW, THEREFORE, Section 19 of Article VIII of the Declaration is hereby deleted in its entirety and there is hereby added in lieu thereof the following new Section 19 of Article VIII of the Declaration:

"Section 19. Fences, Walls. All fences and walls shall, at a minimum, conform strictly to the requirements of the Ordinance and the Plat. In that regard, **ANY LOTS BACKING TO 100 YEAR FLOOD PLAIN SHALL BE RESTRICTED TO USE OF ORNAMENTAL IRON FENCING WITH A HEIGHT OF 5' (UNLESS APPLICABLE LAW REQUIRES A GREATER HEIGHT [i.e., AS A SWIMMING POOL ENCLOSURE]) ON THE FLOOD PLAIN LINE (and not within the 100-year Flood Plain except as specifically described below) AND FOR A MINIMUM OF 20' ALONG THE SIDE PROPERTY LINES.** In that regard, except as otherwise specifically described below, the fence detail shown on **Exhibit "C-1"** attached hereto and made a part hereof for all purposes shall be utilized for the aforesaid ornamental iron fencing requirements. Notwithstanding the foregoing, (a) with regard to Lots 2 through 17 of Block P, the fence detail shown on **Exhibit "C-2"** attached hereto and made a part hereof for all purposes shall be utilized for the aforesaid ornamental iron fencing requirements, and (b) with regard to Lots 33-43 of Block K, Lots 1-17 of Block L and Lots 3-7 of Block S, the fence detail shown on **Exhibit "C-5"** attached hereto and made a part hereof for all purposes shall be utilized for the aforesaid ornamental iron fencing requirements. Furthermore, with respect to Lot 1 of Block K, Lots 1, 6, 7, 8, 11 and 12 of Block I, and Lots 15 and 16 of Block P, the ornamental iron fence may be constructed within the 100-year flood plain provided (a) it is constructed strictly in accordance with the requirements of that certain letter (and attachments) dated December 9, 2005, from O'Brien Engineering, Inc., a copy of which is attached hereto and made a part hereof for all purposes as **Exhibit "C-4"**, and (b) a building permit for such fence is obtained from the City of Wylie prior to commencement of the installation thereof. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum front building setback line indicated on the applicable Plat, unless otherwise permitted by the Committee or the City of Wylie, Texas. Furthermore, on Lots 1, 12, 13, 31, 32 and 43 of Block B, Lots 36, 37, 45, 46, 54 and 55 of Block E, Lot 26 of Block G, Lots 5 and 6 of Block H, Lot 2 of Block P, Lots 1 and 28 of Block Q and Lot 1 of Block R, the fence detail shown on **Exhibit "C-3"** attached hereto and made a part hereof for all purposes shall be utilized for all side yard fencing along Creekside Estates Drive and Lewis Drive, such fence to have the "good" side facing the street. With respect to Lots 23, 24, 34, 35 and 41 of Block A, the wood fence connection from the McCreary Road side of the residence constructed on each such Lot shall connect to the masonry wall along McCreary Road and not to the ornamental iron fencing. Except as specifically set forth below, all retaining walls are to be of brick, concrete or stone. All fencing walls or screening fences shall be of first quality residential

type which is harmonious and compatible with the residential character of the development. All fences and walls shall be maintained in a sound state by the Owner and the Committee shall have the right to order compliance with this provision. Failure to maintain a fence or wall in a sound, orderly and secure state shall constitute a violation of this restriction. Neither the Association nor the Declarant shall have any responsibility whatsoever for the installation or maintenance of fencing or walls."

Except as expressly amended hereby, all of the terms of the Declaration, as same has been amended from time to time, shall remain in full force and effect strictly in accordance with its terms.

EXECUTED as of the 7th day of July, 2009.

DECLARANT:

ESTATES AT CREEKSIDE DEVELOPMENT, INC.,
a Texas corporation

By: 

James J. Melino, President

STATE OF TEXAS

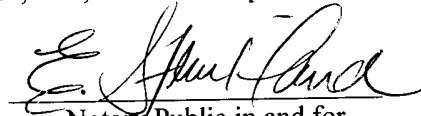
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COUNTY OF DALLAS

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This instrument was acknowledged before me on the 7th day of July, 2009, by James J. Melino, President of Estates at Creekside Development, Inc., a Texas corporation, on behalf thereof.

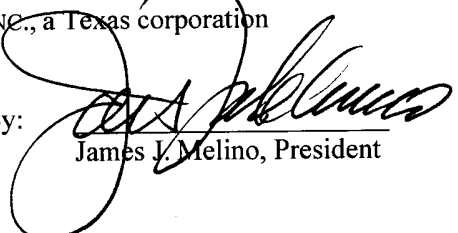

Notary Public in and for
the State of Texas



ESTATES AT CREEKSIDE IV:

ESTATES AT CREEKSIDE, PHASE IV, DEVELOPMENT,
INC., a Texas corporation

By:


James J. Melino, President

STATE OF TEXAS

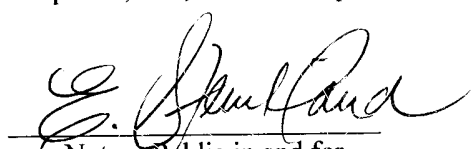
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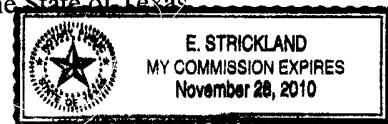
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COUNTY OF DALLAS

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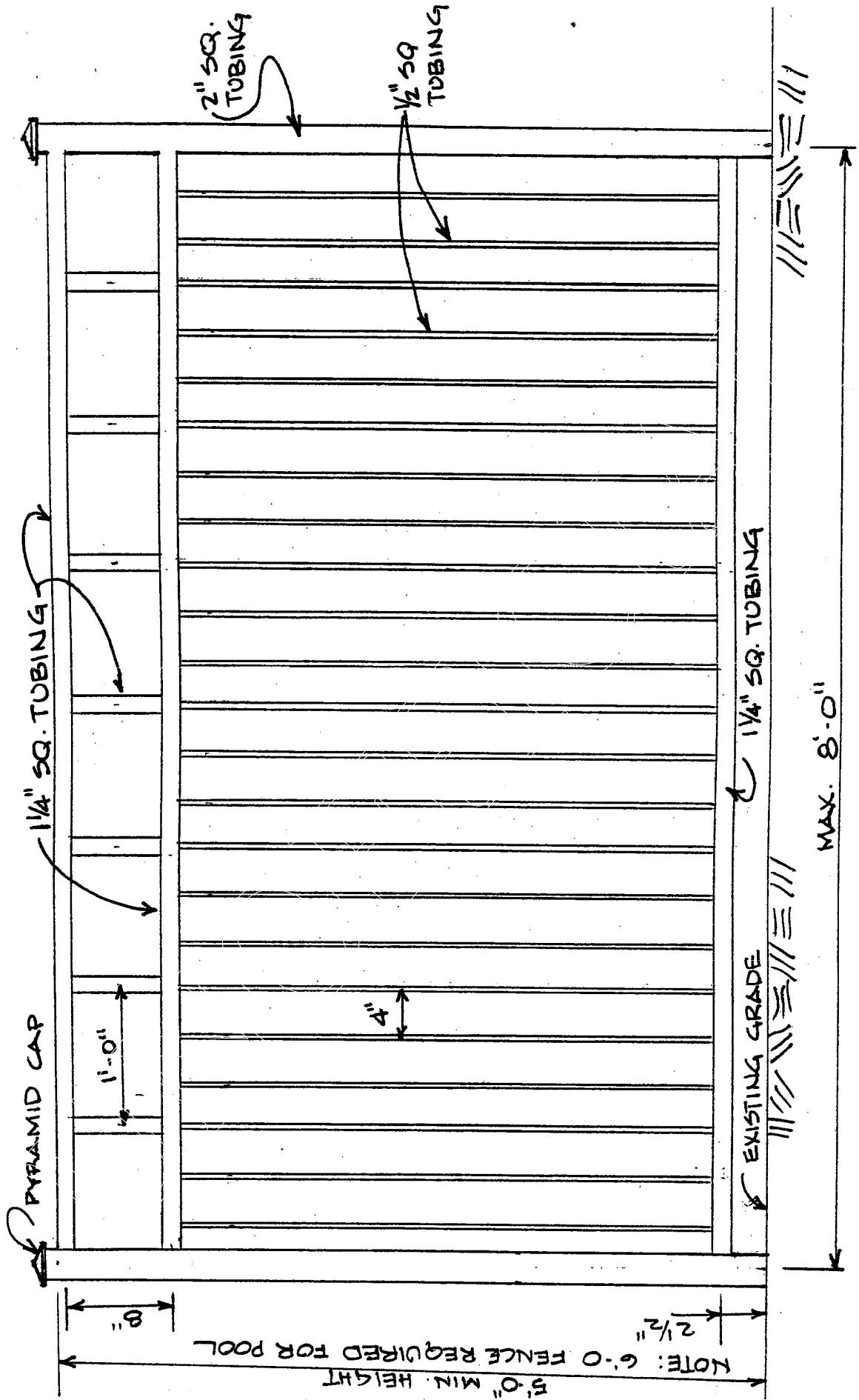
This instrument was acknowledged before me on the 7th day of July, 2009, by James J. Melino, President of Estates at Creekside, Phase IV, Development, Inc., a Texas corporation, on behalf thereof.


Notary Public in and for
the State of Texas

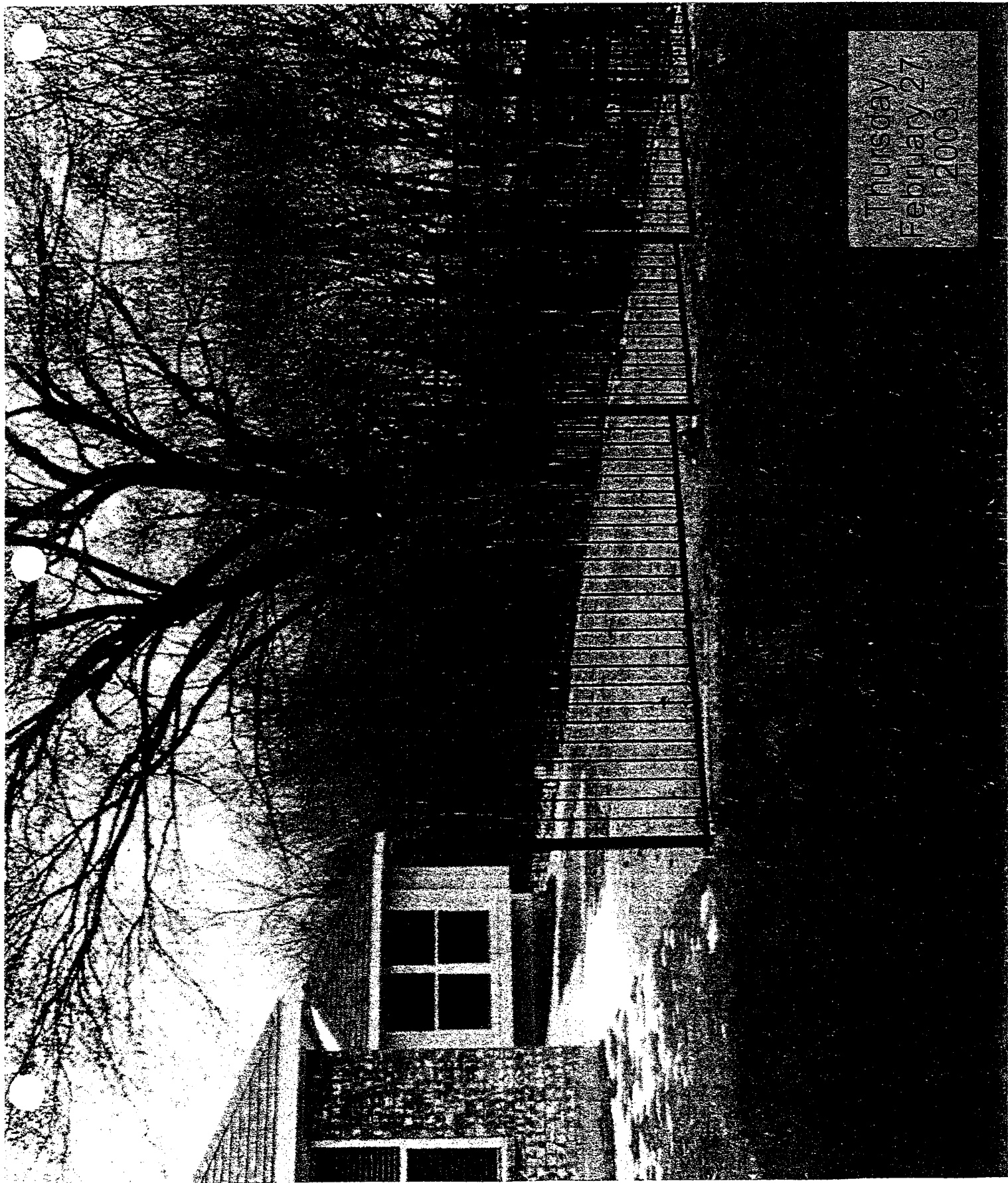


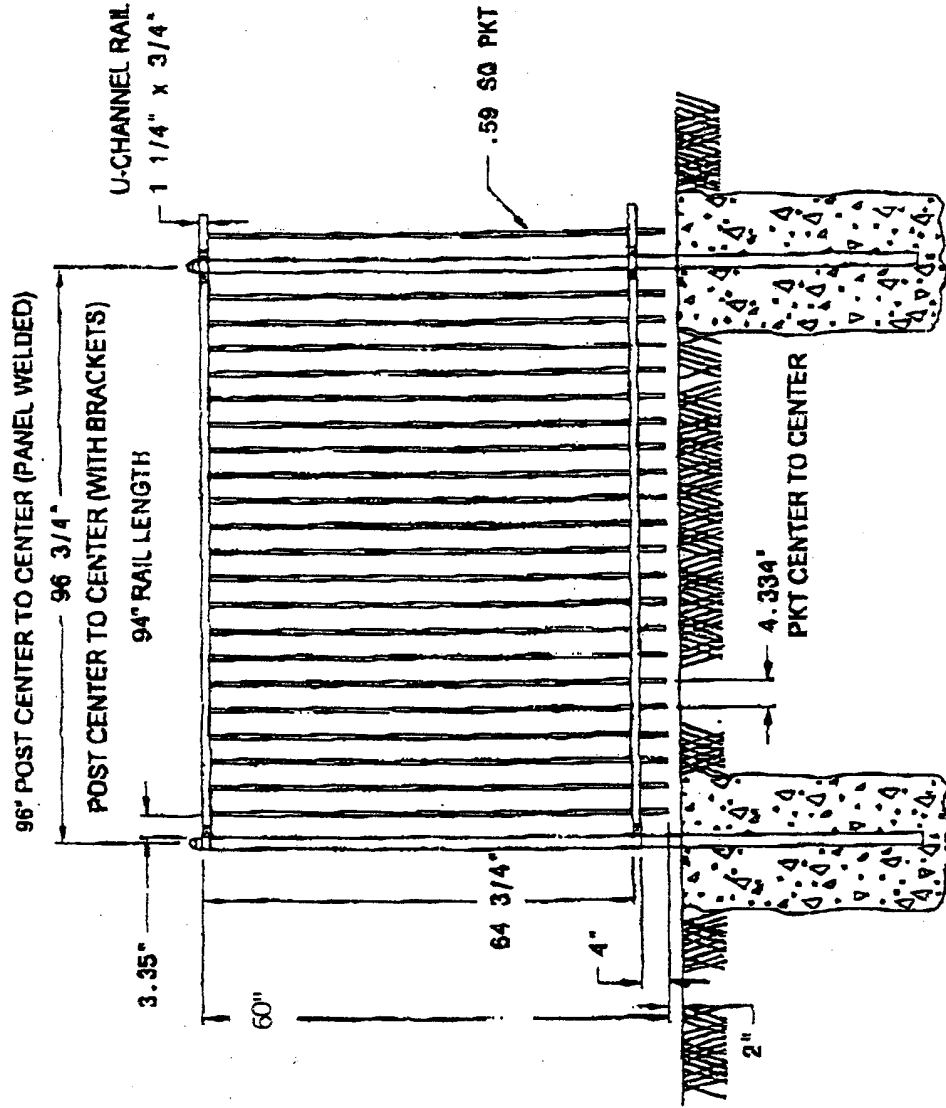
AFTER RECORDING, RETURN TO:

James J. Melino
8235 Douglas Avenue
Suite 650, LB-65
Dallas, Texas 75225



REAR YARD WROUGHT IRON FENCE DETAIL
 PAINT TO BE: KELLY MOORE-KELL GUARD 1700-51 FOREST GREEN B-4Y OR EQUAL





5 FT. WELDED RESIDENTIAL MAJESTIC 2 RAIL

WMX270

By LZN Pg 1 of 1 SCALE FIT TO PG.

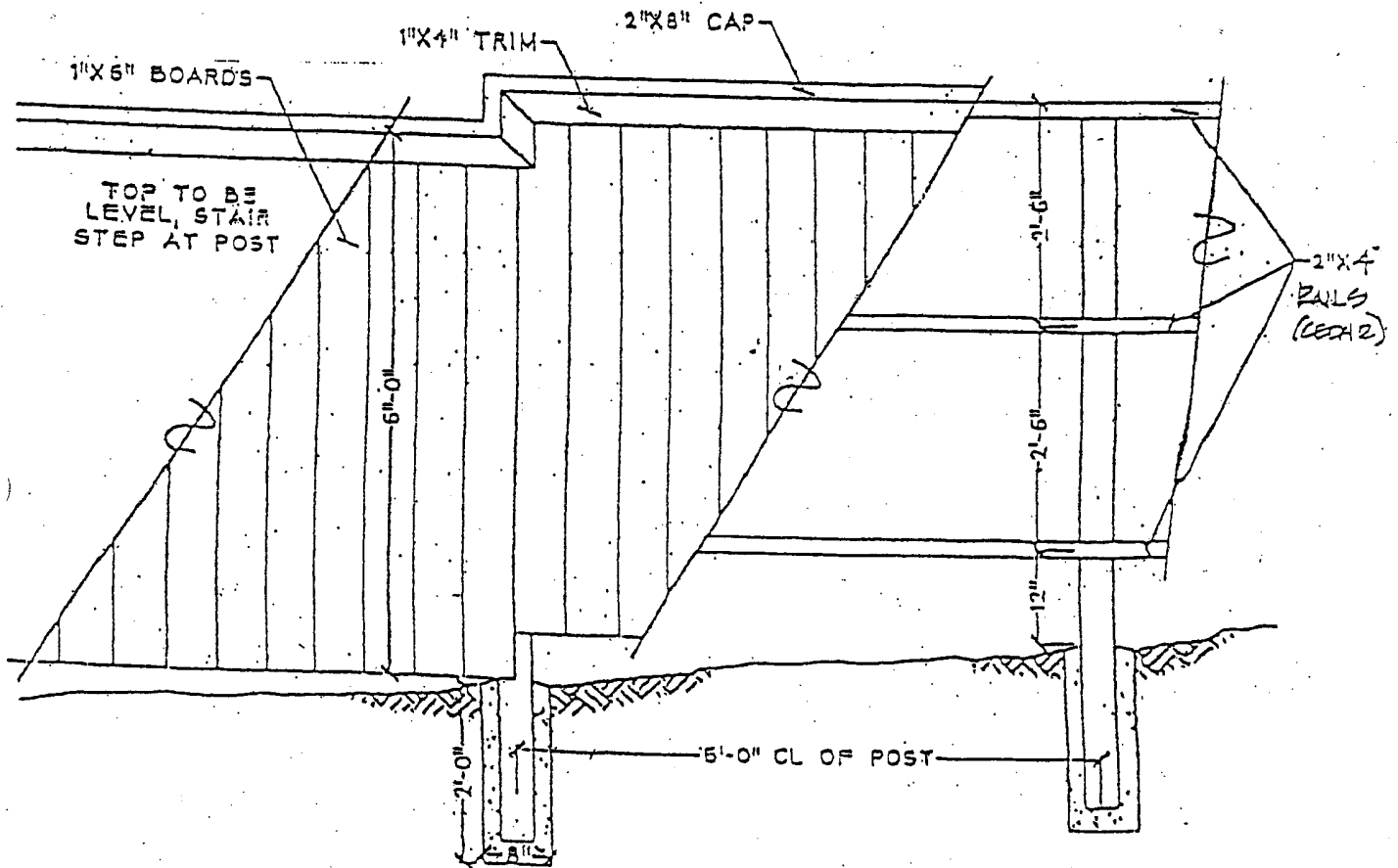
CB PJB Date 08/13/02



AMERISTAR®

1555 N. Mingo
Tulsa, OK 74116
1-800-321-8724
www.ameristarfence.com

EXHIBIT "C-3"



Wood Face Detail

1'-2'-0"

WOOD TO BE WESTERN RED CEDAR. POSTS SHALL BE GALVANIZED PIPE IN CONCRETE. 1"X6" BOARDS TO BE PLACED BOARD ON BOARD.

FINISH COLOR TO BE STAIN/SEALER - BEHR 402 - REDTONE OR EQUIVALENT. (NOTE: COLOR IS NOT RED)

O'BrienEngineering, Inc.

14900 Landmark, Suite 530
Dallas, Texas 75254
Ph: 972 233 2288
Fx: 972 233 2818
www.oeidallas.com

EXHIBIT "C-4"

Hydraulics/Hydrology
Civil Engineering
Consulting

November 8, 2005

Mr. Gary Defrain
Lafayette Partners
8235 Douglas Avenue
Suite 650, LB-65
Dallas, TX 75225

Fax: (214) 691-0682

RE: Creekside Estates Phase II Fences

Dear Gary:

We have reviewed your fax dated October 27, 2005, depicting an elevation view of the proposed welded rail fence (see attached Exhibit 3) and your fax dated October 31, 2005, depicting the desired location of proposed fences along the backs of the following nine lots: Block K, lot 1, Block I, Lots 1, 6, 7, 8, 11, and 12, and Block P, Lots 15 and 16.

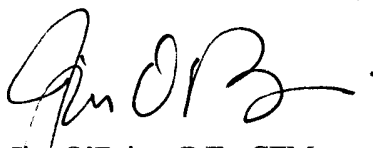
We have completed an evaluation of the impacts of the proposed fences with respect to floodplain hydraulics. Our evaluation included a review of 100-year floodplain velocities and depths in the vicinity of the proposed fences, proximities to creek banks, and apparent foliage based on 2005 aerial photos and limited 2002 on-the-ground photos. The proposed fence is a five foot high welded aluminum rail configuration with .5" square pickets on 4.334" centers and posts on 8' centers, as manufactured by Ameristar under the style name "Majestic".

Exhibits 1 and 2 show the proposed fence locations. Please note that we recommend changes to the locations which you proposed on Block I, Lot 7 and Block K, Lot 1 in order to preserve a distance of 25 feet from the creek bank. With these changes, the proposed locations are satisfactory and will result in no significant effects on creek hydraulics. As proposed, the fences would be located within the floodplain where the depth is no greater than 1.5 feet and where peak 100-year velocities would not exceed 3 feet per second.

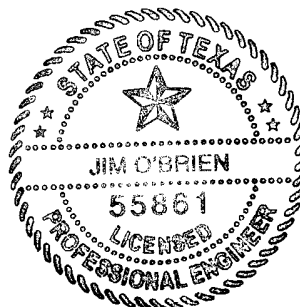
If you have any questions, please do not hesitate to call.

Sincerely,

O'BRIEN ENGINEERING, INC.


Jim O'Brien, P.E., CFM
President

attachments



LEGEND:

- POST-PROJECT 100-YEAR FLOODPLAIN
- PROPOSED FENCE
- - - 100-YEAR FLOODPLAIN BOUNDARY



PLAN SCALE
1" = 50'

EXHIBIT 1

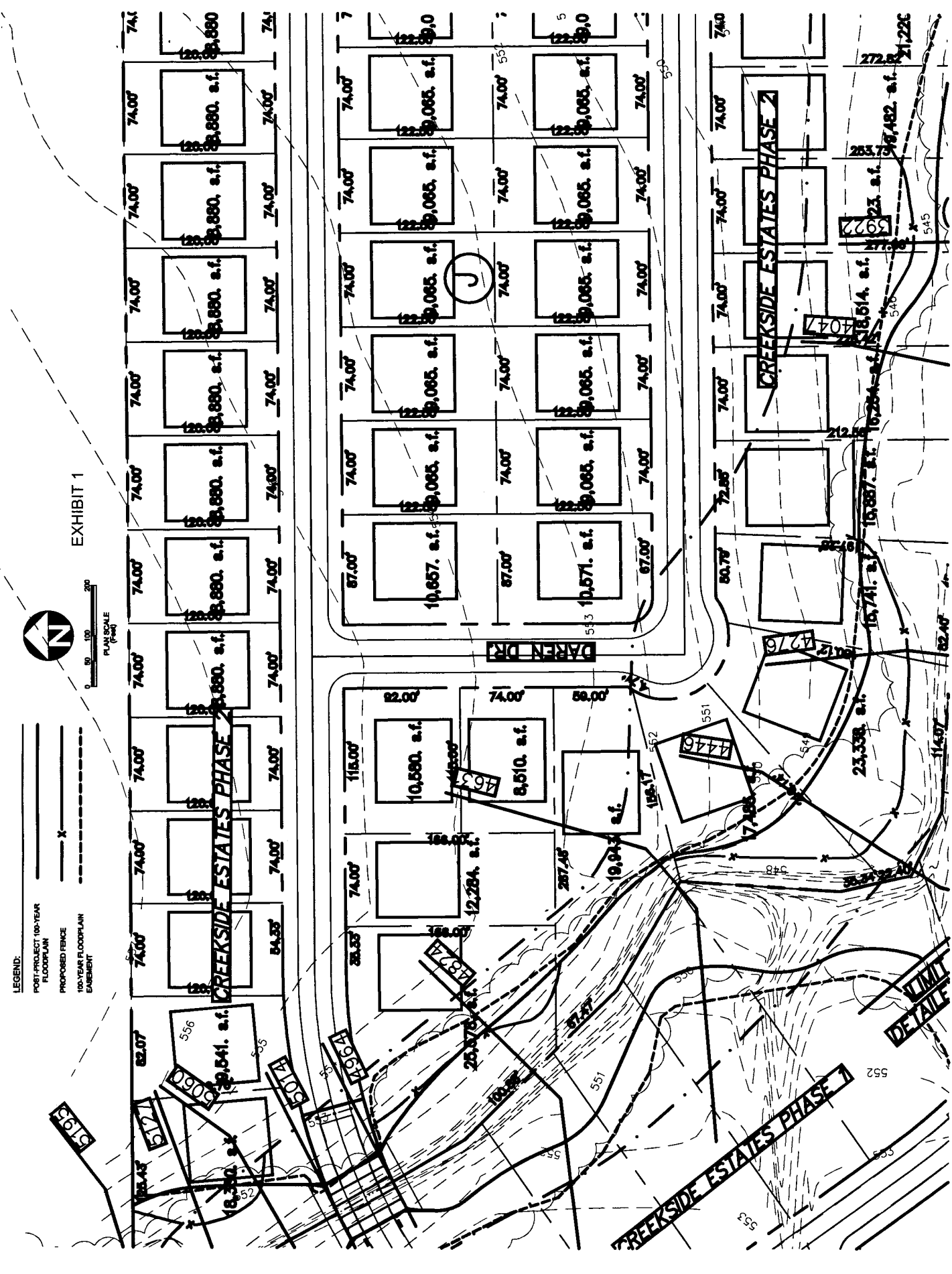
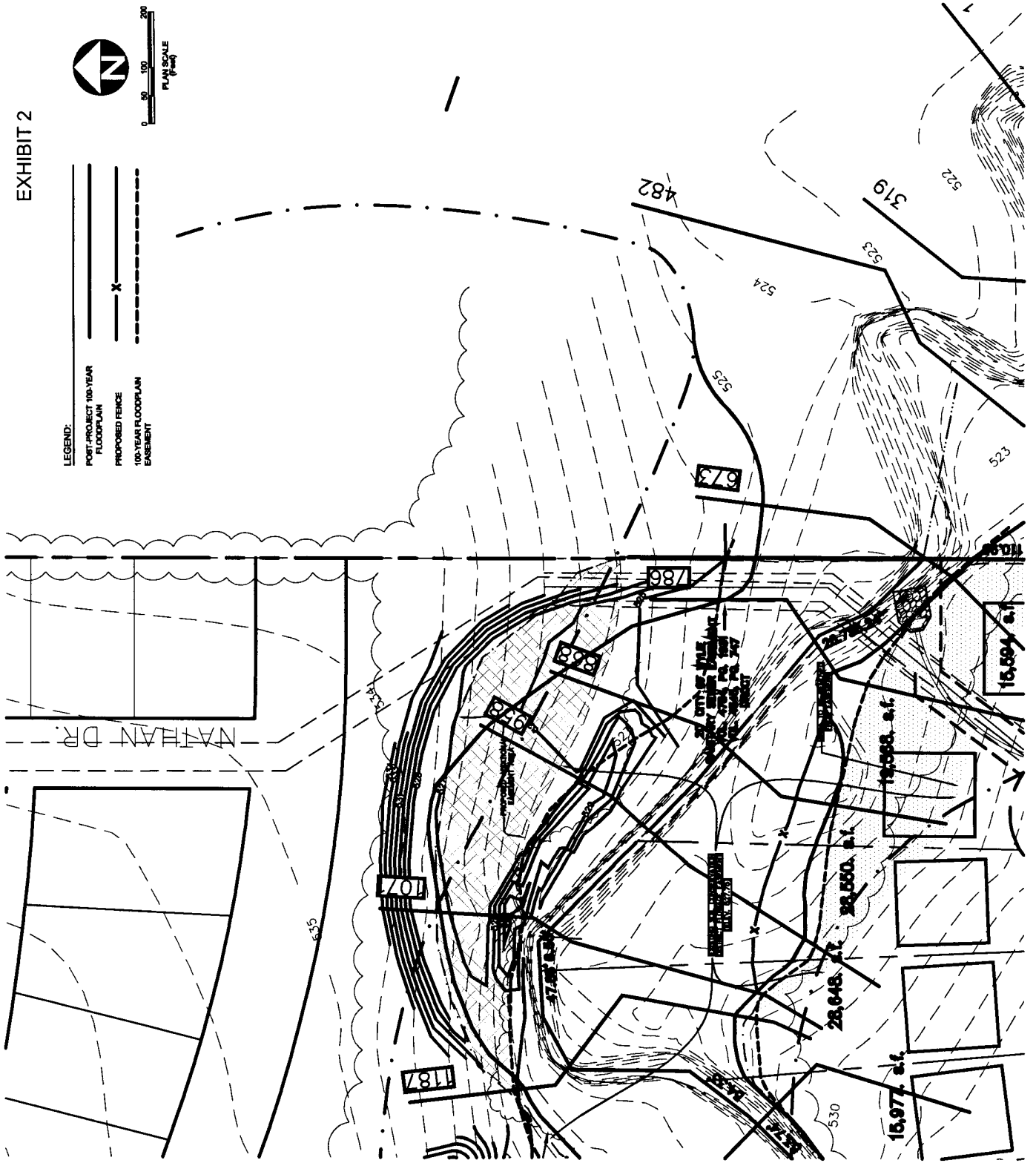
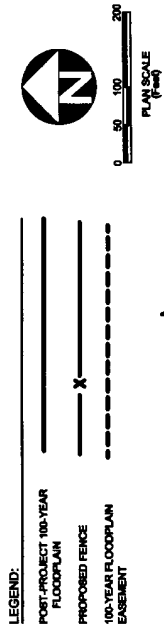
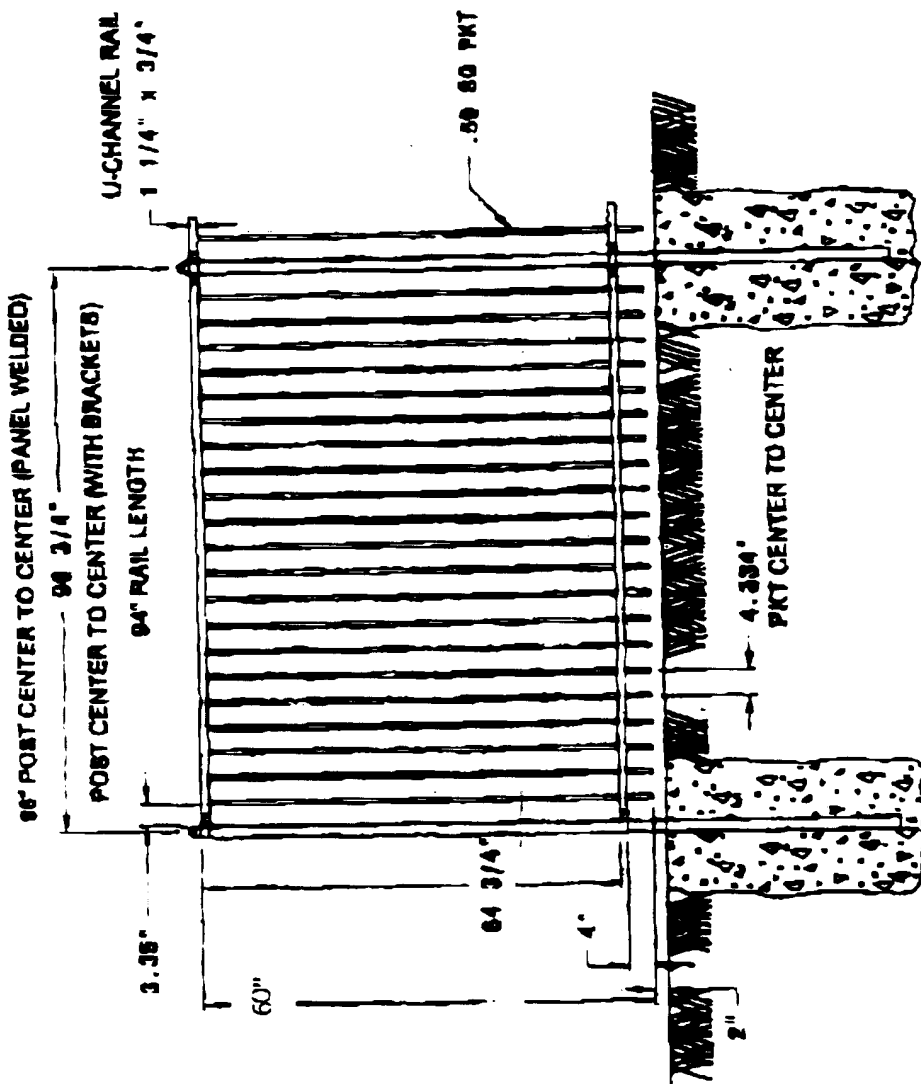


EXHIBIT 2



05935 04314

EXHIBIT "C-2"



5 FT. WELDED RESIDENTIAL MAJESTIC 2 RAIL

WMX270

By LZN Pg 1 of 1 SCALE FIT TO PG.

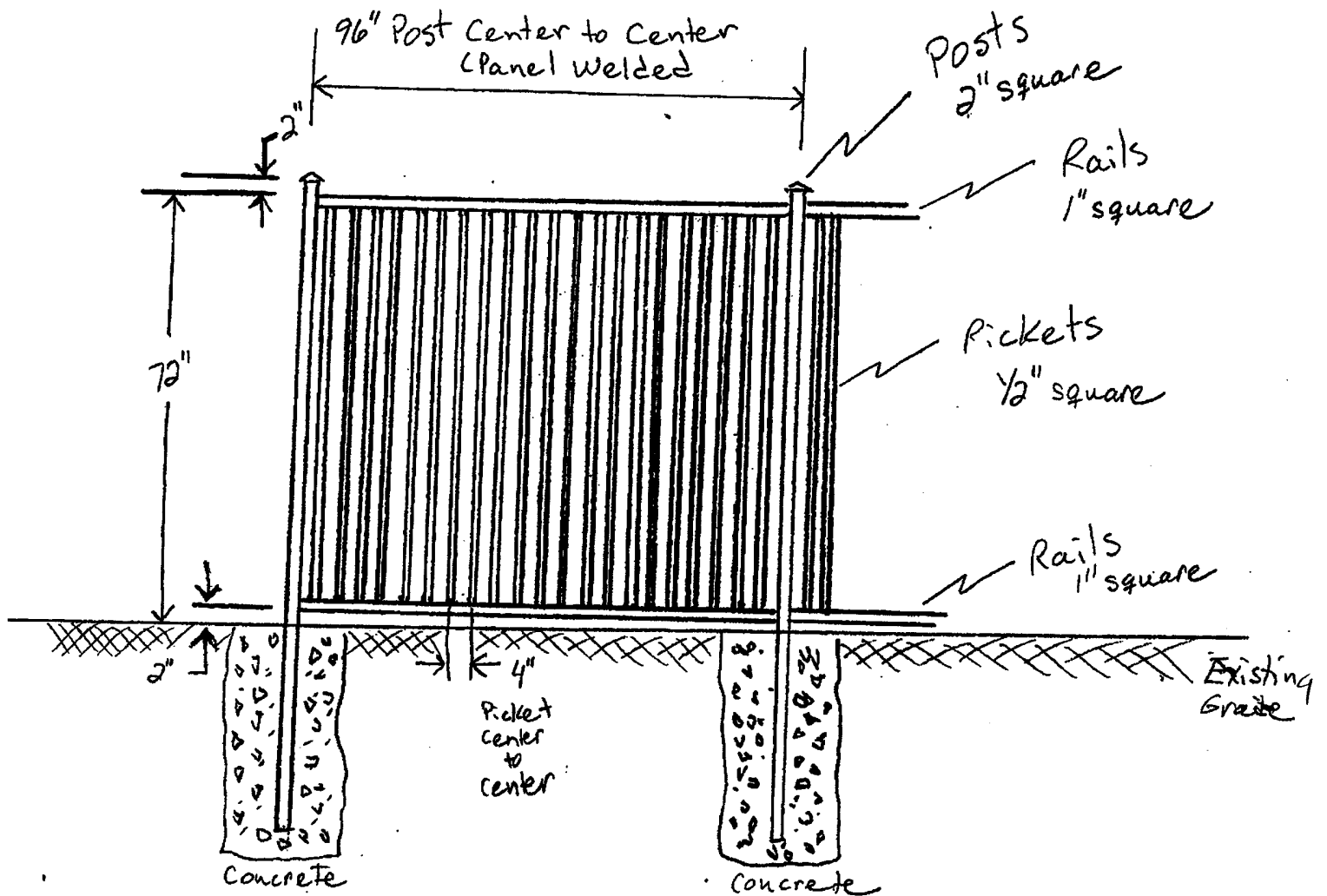
CB PJB Date 08/13/02

1800 N. Ningo
Tulsa, OK 74116
1-800-321-8724
www.ameristar.com



EXHIBIT 3

CreekSide Estates



Moore - KELL GUARD 1700-51 Forest Green B-44 or Equal

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/20/2009 02:16:53 PM
\$64.00 TKING
20090720000909020



Stacey Kemp

**ESTATES AT CREEKSIDE OWNERS
ASSOCIATION, INC.**

**2711 N. HASKELL, SUITE 2650 DALLAS, TEXAS 75204
TEL: 214 871 9700 FAX: 214 871 0355**

Resolution: Adjustment of Annual Assessment Due Date

In accordance with the Declarations, Article II, Section 3. "The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board at least 30 days in advance of each affected assessment period."

The Board of Directors for Estates At Creekside Owners Association, Inc. resolves to adjust the Annual Assessment due date from January first to March first, commencing in 2009, and each year thereafter.

The Board of Directors for Estates of Creekside Owners Association, Inc. reserves the right to adjust the due date in the future should they deem it necessary with proper notification provided to the members.

James J. Melino

Gary DeFrain

Charles Wilson

EXECUTED as this 19th day of February, 2008.

**ESTATES AT CREEKSIDE
OWNERS ASSOCIATION, INC.
2711 North Haskell, Ste. 2650
Dallas, Texas 75204**

RESOLUTION

The Board of Directors for Estates At Creekside Owners Association, Inc.
resolves to adopt the attached Assessment Collection Policy.

James J. Melino

Gary DeFrain

Charles Wilson



EXECUTED as this 19th day of February, 2008.

**ESTATES AT CREEKSIDE OWNERS ASSOCIATION, INC.
COLLECTION POLICY**

1. **Premier Friendly Notice Sent & Late Charges Assessed:** (\$33.00)
(30 Days Delinquent)
2. **Premier 2nd Notice Sent Handling Charge Assessed:** (\$8.00)
(60 Days Delinquent)
3. **Demand Letter Sent by Attorney:**
(90 Days Delinquent)
 - Premier Request for Demand: (\$35.00)
 - **Standard Collection Actions by Attorney:**
 1. Initial 30-Day Demand Letter: (\$80.00)
 2. Title Data Review: (\$25.00)
4. **Lien on Property:**
(120 Days Delinquent)
 - Premier Request for Lien: (\$20.00)
 - Attorney Notice of Lien/Demand Letter: (\$150.00)
 - Attorney Notice of Payment (similar to a Release of Lien): (\$50.00)
5. **Foreclosure**
(Over 150 Days Delinquent)

Nonjudicial Foreclosure Actions:

 - Premier Request for Foreclosure: (\$20.00)
 - Attorney - Appointment of Trustee/Substitute Trustee: (\$100.00)
 - Attorney Notice of Sale/Notification Letter (TPC §51.002[b]): (\$285.00)
 - Posting Conduct Foreclosure Sale
(Preparation of Attorney Trustee's/Substitute Trustee's Deed (where uncontested)): (\$250.00-\$375.00)
6. **Post-Foreclosure Actions:**
 - Reconveyance Document (reinstatement to owner) (if applicable and permitted): (\$100.00)
7. **Other:**
 - Payment Plan Notification Letter: (\$50.00)
 - Proof of Claim (Bankruptcy): (\$150.00)
 - Filing Answer in ad valorem tax foreclosure lawsuits: (\$100.00)
8. **Bankruptcies and Deficiency Collection Lawsuits:**

Legal charges for assessment collection actions involving bankruptcies (other than Proof of Claim) or lawsuits to collect deficiencies are billed on the basis of time spent at current hourly rates, depending upon the nature of the services rendered and the attorney rendering same.

** Direct expenses such as recording fees, filing fees, title report, long distance calls, certified and/or registered mail and courier delivery charges are billed at cost, rounded to nearest number **

Fees applicable for 2008 only



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09/10/2007 02:26:28 PM AX 1/3

DECLARATION OF ANNEXATION
AND SEVENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE ESTATES

THIS DECLARATION OF ANNEXATION AND SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE ESTATES (this "Annexation") is made by Estates at Creekside, Phase IV, Development, Inc. (hereinafter referred to as "Estates at Creekside IV") to be effective as of the date of recording hereof in the Official Public Records of Real Property of Collin County, Texas.

WHEREAS, Estates at Creekside, Inc. (hereinafter referred to as "Declarant"), as the then owner of certain real property situated in Collin County, Texas (the "First Phase Property"), adopted, established and imposed upon the First Phase Property the covenants, conditions, restrictions, easements, liens and charges contained in that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates (as amended from time to time, hereinafter referred to as the "Declaration") dated as of June 19, 2002, and filed June 20, 2002, in Volume 05194, Page 00455, as Document No. 2002-0087926, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, the Declaration was amended by First Amendment thereof dated as of June 25, 2002, and filed June 26, 2002, in Volume 05198, Page 01199, as Document No. 2002-0090761, in the Official Public Records of Real Property of Collin County, Texas, and by Second Amendment thereof dated as of November 11, 2002, and filed November 15, 2002, in Volume 05298, Page 003563, as Document No. 2002-0169468, in the Official Public Records of Real Property of Collin County, Texas, and by Declaration of Annexation and Third Amendment thereof dated as of October 21, 2003, and filed October 24, 2003, in Volume 5531, Page 271, as Document No. 2003-0211917, in the Official Public Records of Real Property of Collin County, Texas, and by Fourth Amendment thereof dated as of April 22, 2005, and filed June 8, 2005, in Volume 05935, Page 04310, as Document No. 2005-0076158, in the Official Public Records of Real Property of Collin County, Texas, and by Fifth Amendment thereof dated as of December 12, 2005, and filed December 19, 2005, in Volume 06068, Page 02835, as Document No. 2005-0177385, in the Official Public Records of Real Property of Collin County, Texas, and by Declarant Rights Amendment thereto dated as of January 13, 2006, and filed January 20, 2006, as Document No. 20060120000084520, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, Estates at Creekside, Phase II, Development, Inc., which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Second Phase Property") to the encumbrance of the Declaration pursuant to the Declaration of Annexation and Third Amendment referenced above, said Second Phase Property being described as Creekside Estates, Phase 2, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded in Volume 2003-0209426, Page 211 of the Map Records of Collin County, Texas; and

WHEREAS, Estates at Creekside, Phase III, Development, Inc., which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Third Phase Property") to the encumbrance of the Declaration pursuant to the Declaration of Annexation thereto dated August 24, 2005, filed August 29, 2005, in Volume 05991, Page 01856, as Document No. 2005-0076158, in the Official Public Records of Real Property of Collin County, Texas, said Third Phase Property being described as Creekside Estates, Phase 3, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded in Volume Q, Page 639, of the Map Records of Collin County, Texas; and

WHEREAS, Article IX, Section 1 of the Declaration permits the annexation by Declarant of additional property to the encumbrance of the Declaration; and

WHEREAS, Estates at Creekside IV, which is an affiliate of Declarant, and Declarant desire to annex certain additional property (the "Fourth Phase Property") to the encumbrance of the Declaration, said Fourth Phase Property being described as Creekside Estates, Phase 4, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded as Document Number 2007-0611010002020, in Volume 2007, Page 310 of the Map Records of Collin County, Texas.

WHEREAS, Article X, Section 4(a) of the Declaration permits the amendment by Declarant of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration in certain respects.

NOW, THEREFORE, Estates at Creekside IV and Declarant hereby declare that the Fourth Phase Property is encumbered by the Declaration and shall be held, transferred, assigned, sold, conveyed and occupied subject to all covenants, conditions, restrictions, easements, liens and charges contained in the Declaration, as amended and modified from time to time. The Subdivision, as defined in the Declaration, from and after the date this Annexation is filed in the Official Public Records of Real Property of Collin County, Texas, shall include the First Phase Property, the Second Phase Property, the Third Phase Property and the Fourth Phase Property.

FURTHERMORE, Lots 35, 36, 37, 38, 39, 40, 41, 42, 43, 56 and 57 of Block K and Lots 3, 4, 5, 6 and 7 of Block S in the Fourth Phase Property are SF-C Lots as defined in the Ordinance. All of the other Lots in the Fourth Phase Property are SF-B Lots as defined in the Ordinance. Notwithstanding anything contained in the Declaration to the contrary, and notwithstanding that the Ordinance may be less restrictive, the floor area of any dwelling on an SF-C Lot (as defined in the Ordinance) shall be a minimum of 2,200 square feet (with no maximum), exclusive of garages, breezeways and porches.

FURTHERMORE, except as specifically set forth below, the following Lots shall be subject to the requirements of Section 19 of Article VIII of the Declaration (as amended by the Fifth Amendment to the Declaration), the ornamental iron fencing required on such Lots shall be as shown on the fencing detail set forth in Exhibit C-2 of said Section 19 of Article VIII of the Declaration (as amended by the Fifth Amendment to the Declaration), and such ornamental iron fencing shall be constructed outside the platted drainage easement line affecting such Lots (as opposed to the 100 year flood plain line):

Lot 33 of Block K – 20' extension not required on west property line

Lot 34 of Block K – 20' extension required on east property line

Lot 35 of Block K – iron fencing required along entire south property line

Lots 36-43 of Block K

Lots 1 and 17 of Block L – 20' extension required on west property line

Lots 9 and 10 of Block L – 20' extension required on east property line

Lot 14 of Block L - iron fencing required along entire west drainage easement line

Lot 15 of Block L - iron fencing required along entire east drainage easement line

Lots 2-8, 11-13 and 16 of Block L

Lot 1 of Block O – iron fencing required along north drainage easement line only

Lots 3-7 of Block S

EXECUTED as of the 7th day of September, 2007.

DECLARANT:

ESTATES AT CREEKSIDE DEVELOPMENT, INC..
a Texas corporation

By: 

James J. Melino, President

ESTATES AT CREEKSIDE IV:

ESTATES AT CREEKSIDE, PHASE IV, DEVELOPMENT,
INC., a Texas corporation

By: 

James J. Melino, President

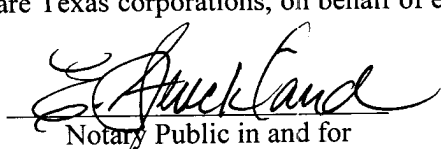
STATE OF TEXAS

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§
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COUNTY OF DALLAS

This instrument was acknowledged before me on the 7th day of September, 2007, by James J. Melino, President of each of Estates at Creekside Development, Inc. and Estates at Creekside, Phase IV, Development, Inc., both of which are Texas corporations, on behalf of each thereof.




Notary Public in and for
the State of Texas

AFTER RECORDING, RETURN TO:

James J. Melino
8235 Douglas Avenue
Suite 650, LB-65
Dallas, Texas 75225

Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
09/10/2007 02:26:28 PM
\$24.00 BNOPP
20070910001259860





**ESTATES AT CREEKSIDE
OWNERS ASSOCIATION, INC.**

2711 North Haskell, Suite 2650
Dallas, TX 75204

**RESOLUTION
June 23, 2006**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of the Association, Article VII, states that the Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, and that this appointed Committee will review and approve submitted plans and specifications for exterior changes on the Lot or home.


RESOLVED, that the Architectural Control Committee shall be comprised of the following individuals:


Anthony Swank, Chairperson
Jennifer Kramer, Committee Member
Eric Brown, Committee Member

RESOLVED, that the appointed Committee will review all submitted plans and specifications for exterior modifications to existing homes on the attached ACC request form that has been established specifically for the Estates at Creekside Homeowners Association.

RESOLVED, that the appointed Committee will review all submitted plans and specifications for exterior modifications to existing homes utilizing the attached ACC Guidelines that have been issued for further clarification to the governing documents which will also be utilized by the appointed Committee in reviewing all requests.

EXECUTED as of this 23rd day of June, 2006.


James J. Meuna


Charles J. Wilson


Gary DeFurn

Estates at Creekside Owners Association, Inc.

Application for Architectural Change

Please complete this ACC Request Form and attach a diagram of your intended improvement in detail, including material, height, color, placement of improvement and accompanying equipment (if applicable), and return to the ACC c/o Premier Communities Management Company. **You must show the location of the item being requested on your property via a copy of the plot plan.**

You will receive a written response within 25 days *from the date the request was received*. For your protection, inquire with the city / county about permit requirements involving any property improvements.

Name: _____

Address: _____

Lot # _____ Block # _____

Contact Numbers: _____
Home Work

Email Address: _____

DESCRIPTION OF MODIFICATION: Use this area to briefly describe all proposed improvements, alterations or changes to your lot or home.

Owners Acknowledgements

I understand:

1.that nothing herein contained shall be construed to represent that alterations to land or building in accordance with these plans shall not violate any of the provisions of building and zoning codes of the county to which the above property is subject. Further, nothing herein contained shall be construed as a waiver or modification of any said restrictions;
2.that no work on this request shall commence until I have received written approval of the Architectural Control committee;
3.that any construction or exterior alteration undertaken by me or on my behalf before approval of this application is not allowed; that, if alterations are made, I may be required to return the property to its former condition at my own expense if this application is disapproved wholly or in part, and that I may be required to pay all legal expenses incurred;
4.that any approval is contingent upon construction or alterations being completed in a workmanlike manner;

ARCHITECTURAL GUIDELINES:
(Requires a Permit by the City)

To request approval for a modified improvement, a homeowner should submit to the ACC at 2711 N. Haskell, Suite #2650, Dallas, Texas 75204, using the form provided in this booklet. The submittal will be reviewed, and the owner will be notified in writing of the results within twenty-five (25) days of submittal.

Roofs (New)

The ACC must approve all new Roofs. However, the ARC may approve other roof colors or materials based on coordinating schemes of the houses.

Roofs must be covered with composition material of at least 180 lb. weight shingle and have a minimum pitch of 8:12.

Site Amenities

Sidewalks, patios and decks

- Decks shall be of redwood, cedar or other material approved by the Committee.
- Patios may be concrete, concrete stepping blocks, brick, concrete pavers, stone, or other materials approved by the Committee.
- Patios and decks may not be located closer than 5 feet to any property line.
- The new deck/patio shall not alter the drainage patterns established by the Association Drainage Plan.

Retaining Walls

- All retaining walls must be constructed from stone, brick or concrete.
- All walls must be located within the limits of the property lines.
- All retaining walls must meet the following standards:
 - If up to 1 foot high, the wall must be 6 inches thick.
 - If 1 – 2 feet high, the wall must be 8" thick.
 - If 2 – 4 feet high, the wall must be 12" thick.
 - All retaining walls 4 feet or higher must be designed and certified by a professional engineer.
- The process of back filling is an integral part of the structural integrity of a wall, thus it is the responsibility of the builder who constructs the retaining wall to also back fill it.
- No railroad ties are permitted for new construction.

Pools and Spas

- Drawings on a plot plan are to be submitted to the ACC.
- The plot plan drawings should show the pool, mechanical equipment, screening and fence locations.
- Fences, decks and gazebos are to meet specific guidelines and require separate ACC approval.
- The plans should show water drainage direction. Drainage should go to the street or a designated location. Water cannot flow onto a neighbor's property.
- Drawings should show construction access. Any necessary approval from other entities for access must be submitted in writing.
- The ACC approval is contingent on the Homeowner securing the required City building permit.

Drainage

- Submissions for all installation or correction of drainage (i.e. swales, French drains, gutter and curb cuts).
- All water must run from one's property to the street, or a designated drainage area. Under no circumstance may water be diverted to drain to an adjoining property. Homeowners must certify that this drainage requirement is met; therefore the Association, the Board nor the ACC shall bear any responsibility or liability to any Owner for property damage caused by drainage.
- All downspouts should be run from one's property to the street or a designated drainage area underground and to the street if necessary to keep runoff from encroaching on the adjacent property.
- Drain outlet to the street: PVC pipe and concrete, which is similar in color and consistent to existing concrete. The pipe should be cut so that it is recessed $\frac{1}{2}$ " beneath the face of the concrete curb. The concrete shall be shaped so that it continues the surface of the interior of the pipe and follows the silhouette of the existing curb.
- Location includes any curb on a residential street or collector street as permitted by the City of Wylie. Approval of the city department of streets may be required prior to the removal of an existing curb.

Fencing

The ACC must approve all fencing, replacement or alteration.

- All fencing adjacent to the flood plain shall comply with amendment #5, executed December 12, 2005.
- Wooden fences shall not exceed six feet in height.
- **If a fence is constructed on sloping property it must be “stepped” in order for the cap to be level.**
- Wooden fences should have slats between 4” and 8” wide. The flats are to be installed vertically.
- Wooden fences are to have a flat cap top.
- Fences are not to be painted or stained an unnatural color on any surface facing the street, common ground or a neighboring property.
- Fence posts are to be set in concrete.

The Owner of the lot upon which fences are constructed shall be obligated to maintain fences in good condition. Missing or damaged boards on wood fences should be replaced within thirty days of the date of damage or failure. Propping-up of a leaning fence due to structural or foundation failure will be allowed for property security only for the period of time necessary for proper repair or replacement of all or part of the fence.

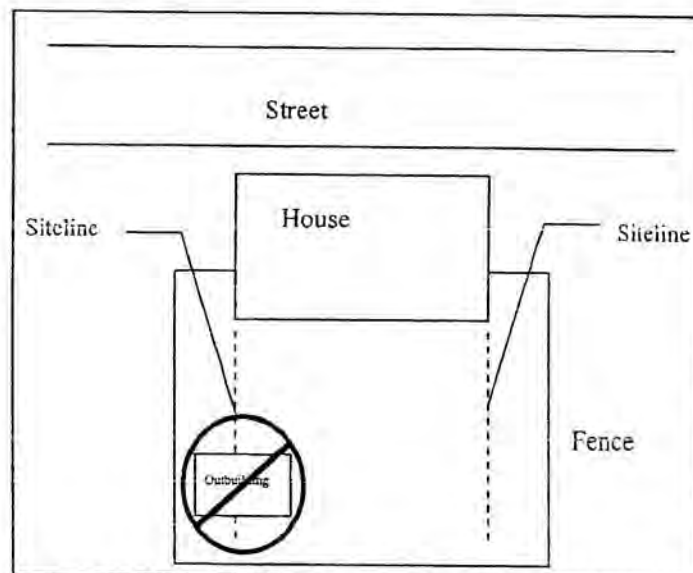
Gazebos

- Gazebos shall be attractive in appearance, without an excess of detail ornamentation.
- Gazebos shall be of redwood or cedar or other material specifically approved by the Architectural Review Committee.
- If painted or stained, the gazebo shall coordinate with and complement the colors of the house.
- Overall height of the gazebo shall not exceed 12'-0" in height, and have the adjoining neighbor's consent.
- The gazebo shall not exceed 144 square feet in size.
- Roofing shall match or complement that of the house.
- Gazebos shall be located in side or rear yard locations and must comply with the building setback lines. **They must be 10' back from adjacent water bodies or open space.**
- Gazebos must have a minimum 10' clearance from any house, playhouse, or any other attached or detached structure.
- **Only one gazebo is allowed per lot and is not allowed on a lot that already has a playhouse.**

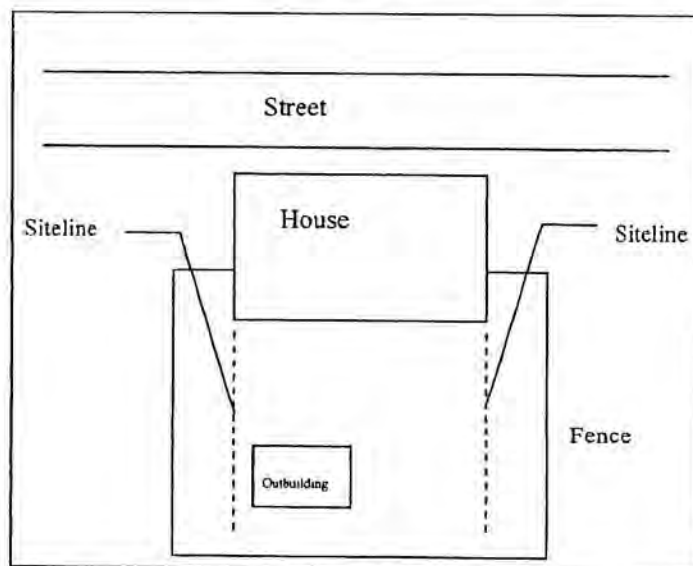
Out Buildings

- All outdoor buildings should have a maximum height of 8'6" feet. Wood, paint and shingles (when applicable) should match the trim and roof of the house. Consent of adjoining neighbor(s) is also required.
- Out (i.e., storage or recreational) buildings shall not be larger than 120 square feet.
- All out buildings shall be placed far enough away from the property line to maintain a clear sightline on both sides of the house. See below for an example.

Example of an outbuilding improperly placed on the siteline:



Example of an outbuilding properly placed so that the siteline is clear:



Play Equipment

- Wood or play equipment is to be no taller than 12'0". Pressure treated or redwood timbers assembled in a workmanlike manner.
- Play equipment may be installed in the rear yard or the side yard in a location where it is screened from public view by landscaping or other improvements.
- Play equipment such as swing sets, slides, tetherball poles and volleyball courts must be screened from view. Platforms elevated more than twenty-four inches above the ground are not permitted in locations where the view from the platform infringes on the privacy of neighboring property.
- Color of awning must be approved by Committee.

Arbor/Trellis

- Arbor/Trellis shall be cedar, redwood or other material approved by the ARC.
- If painted or stained, the arbor/trellis shall coordinate and compliment the colors of the house.
- Overall height of the arbor/trellis shall not exceed 12'0".
- Arbor/Trellis may be attached to the house or detached (free standing)
- Free standing Arbor/Trellis should not exceed 144 square feet in size. (Larger sizes may be approved on a case-by-case basis depending upon the yard area and proposed location).
- Arbor/Trellis shall be located in side or rear yard locations only.

Basketball Goal

- Permanent basketball goals are permitted at a location approved by the ACC.
- Portable basketball goals may be used, but they must be stored when not in use or placed on paved driveways only. No portable basketball goals may be left on the sidewalks or in the streets as storage.

Flag Pole/Flags (Permanent)

- Flagpoles in rear and side yard shall be within 20' of the house. Flagpoles in front yards must be within 15' of the house, but in no case shall a flagpole be allowed within the public right-of-way.
- Flagpoles shall not exceed 20' in height and shall maintain a vertical alignment.
- Only metal flagpoles are permitted and they shall be unpainted metal, bronze or black.
- Flags shall be no larger than 3' x 5' in size but must be in proportion to the height of the pole.
- No more than one flag may be displayed at any one time, and each lot is limited to one pole.

Satellite Dish

- One satellite dish with a diameter of one meter or less.
- Dish or antenna should not be visible from the street or neighboring **property**.
- The ACC may approve a different location to gain acceptable signal quality.
- The ACC may **require** screening.
- The ACC may approve more than one dish.
- No ham radio antennas or two-way radios are allowed.

Garage Sales

- Garage sales shall be limited to two (2) a year, per household (as per City regulations)...Period considered to be a weekend Friday, Saturday or Sunday....Time frame: the ACC recommends any weekend during the two periods of holding sales would be spring and fall.
- All signs posted must be removed immediately when finished. This is also a City requirement.
- A permit from the City of Wylie is required for all garage sales.

Siding

- **Siding replacement should be made with similar or new material/product.**
- Color scheme should match existing color of home and compliment and coordinate with the surrounding homes.

Painting

- Homeowners should include samples with ACC Form to obtain approval.
- All paint colors must be approved prior to painting or repainting.
- Trim and siding colors must complement the masonry color on the house. Bright primary and secondary colors and pastels are not permitted.
- Shutters and front doors may be painted or stained in colors that complement the siding and masonry color on the house and are intended to accent or highlight architectural features. Bright primary and secondary colors and pastels are not allowed.
- Colors should be in character with the surrounding homes.
- All paint colors should be approved, including the repainting of the same color.

Other Improvements

- **OTHER IMPROVEMENTS**
- **Seasonal Decorations:** Dignified seasonal decorations are permitted within the time frames established by Associations Guidelines.
- All holiday decorations should be removed within thirty (30) days of each holiday.
- **Site Lighting:** Exposed neon, fiber optic and sodium is not permitted on Lots. The ACC reserves the right to limit the use or the amount of site lighting. Lights should not infringe on other neighbors.

Trash Containers

- All garbage and trash shall be kept in a sanitary containers fully enclosed within the garage. Trash receptacles may be placed in front of a residence for the day of trash pickup between 6:00 pm the night immediately prior to pickup and removed immediately the day of pickup.
- No storage of trashcans and/or recycle bins are to be left in front of the garage or side of home, where they are visible to others.
- Trash containers cannot be in view from the street or neighbor's houses.

MAJOR IMPROVEMENTS **(Requiring a Building Permit)**

This category would include exterior remodels and room additions. Due to the nature of Major Improvements, the ACC requires more information and more advanced notice to review that information. Most likely the Homeowner and/or the Contractor should attend the Review Meeting.

Major Improvements should be compatible with the existing home design, be proportional to the structure and property and fit in with the surrounding homes.

Following is a list of items the ACC would expect. Each Major Improvement is unique so required information may vary.

Final Drawings

1. Four copies prepared by the architect/builder.
2. Floor plan(s)
3. Front, rear and side elevations with roof pitch indicated.
4. Site plan with structure indicated thereon.
5. Submit to:
The Architectural Control Committee
c/o Premier Communities
2711 N. Haskell, Suite #2650
Dallas, TX 75204
6. Site plan with all improvements indicated thereon to include:
 - a. Existing and new contours at one-foot intervals. Indicate drainage by use of arrows. Drainage plan must be designed and certified by a registered engineer.
 - b. Each room's dimensions and use.
 - c. Structure with finish floor elevation for each level.
 - d. Easements and building lines.
 - e. Trees with 5" trunk diameter and larger.
 - f. Sidewalks, patios, driveways, retaining walls, pools, fencing and other improvements.
 - g. Dimensions from property lines to structure.
7. Floor plan(s) with dimensions at a scale of $\frac{1}{4}" = 1'-0"$.(?)
8. Elevations at a scale of $\frac{1}{4}" = 1'-0"$.
9. Landscape plan and lawn sprinkler plan for front side and rear of home.
10. Construction schedule with estimated dates, as well as construction access.
11. Allow 30 days for approval.



**DECLARANT RIGHTS AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR CREEKSIDE ESTATES**

RECITALS

- A. Estates at Creekside Development, Inc. ("CDI"), a Texas corporation, is the initial developer of Creekside Estates ("Creekside"), a phased development located in the City of Wylie, Texas.
- B. In connection with its development of Creekside, CDI created and executed the Declaration of Covenants, Conditions and Restrictions for Creekside Estates dated as of June 19, 2002, and filed June 20, 2002, in Volume 05194, Page 00455, as Document No. 2002-0087926, in the Official Public Records of Real Property of Collin County, Texas (as amended and supplemented from time to time, the "**Declaration**").
- C. The Declaration names CDI as the "**Declarant**" and grants to the Declarant various rights and responsibilities, including the right to unilaterally amend or change the Declaration during the ten (10) year period following the recordation of the Declaration in the land records of Collin County, Texas, as provided by Article X, Section 4(a) of the Declaration.
- D. CDI desires to amend the Declaration to ensure that the Declarant has the powers, rights, and reservations necessary or desirable for completing the development of Creekside, independent of controlling the governance of Estates at Creekside Owners Association, Inc. (the "Association"), a Texas non-profit corporation formed to manage and operate Creekside under the terms of the Declaration.
- E. By signing this Amendment, CDI certifies that it is executing this Amendment pursuant to its authority to do so under Article X, Section 4(a) of the Declaration.
- F. By recording this Amendment, Declarant amends and changes the Declaration and gives notice that this Amendment may have an effect on the Bylaws of the Association.

AMENDMENTS

- I. Section 6 of Article I of the Declaration is hereby amended and restated in its entirety as follows:

Section 6. "Declarant" shall mean and refer to Estates at Creekside Development, Inc., a Texas corporation, and/or any affiliate of Estates at Creekside Development, Inc. that owns or acquires any portion of the Property or any Additional Land for the purpose of development thereof, or any successor and assign of Estates at Creekside Development, Inc. (or any such

affiliate as aforesaid) that owns or acquires any portion of the Property or any Additional Land for the purpose of development thereof and that is designated as a Successor Declarant by Estates at Creekside Development, Inc., or by any such affiliate or successor and assign, in a recorded instrument.

2. Article I of the Declaration is hereby amended by the addition of "Additional Land," "Declarant Control Period," and "Development Period" as defined terms, as follows:

Section 10. "Additional Land" shall mean and refer to real property which may be added to the Property and subjected to this Declaration by Declarant, including (without limitation) any real property (1) any portion of which is contiguous with, adjacent to, or within 1,000 feet of any real property that is now or hereafter subject to this Declaration, or (2) in any addition or subdivision platted by the City of Wylie as a phase or section of Creekside Estates. The Additional Land, once annexed to the encumbrance of this Declaration, shall be included within the term Property as used in this Declaration.

Section 11. "Declarant Control Period" shall mean and refer to the twenty (20) year period beginning on the date this Declaration is recorded, during which Declarant controls the operation and management of the Association pursuant to Section D.3 of Exhibit D to this Declaration. Declarant may terminate the Declarant Control Period at any time by recording a notice of termination thereof.

Section 12. "Development Period" shall mean and refer to the twenty-five (25) year period beginning on the date this Declaration is recorded, during which Declarant has certain rights pursuant to this Declaration and its Exhibit D, including rights relating to development, construction, expansion and marketing of the Property and the Additional Land. The Development Period is for a term of years and does not require that Declarant own land described in Exhibit A or that Declarant be a Class B Member. The Development Period is different from and longer than the period of Association control by the Class B Member. Declarant may terminate the Development Period at any time by recording a notice of termination thereof.

3 Section I of Article II of the Declaration is hereby amended by adding the following to the end thereof:

Notwithstanding the fact that Declarant may not be an Owner from time to time by virtue of its sale, transfer or conveyance of all of its right, title and interest in the Property, Declarant shall remain a Class B Member for the duration of the Declarant Control Period and shall continue to be entitled to implement and exercise all of its rights as Declarant under this Declaration for the duration of the Development Period. Even though the Declarant may not be an Owner prior to an annexation, merger or consolidation permitted by this Declaration, subsequent to such annexation, merger or consolidation, Declarant shall be and become an Owner with respect to the real property owned by Declarant within the Property, as such Property may have been expanded or increased by the annexation, merger or consolidation.

4 Section 8 of Article II of the Declaration, titled "Voting Rights," is hereby amended and restated in its entirety as follows:

Section 8. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B. The Class B Member shall be Declarant who shall be entitled to ten (10) votes for each Lot owned by Declarant. **Declarant retains its Class B Membership even during periods in which Declarant does not own real property that is subject to this Declaration.** The Class B Membership shall cease upon the earliest to occur of the following:

(i) On June 20, 2022, that being the twentieth (20th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Collin County, Texas; or

(ii) When Declarant, in its sole discretion, voluntarily terminates the Class B Membership as evidenced by a written notice of termination executed by Declarant and recorded in the Real Property Records of Collin County, Texas.

Notwithstanding the voting rights within the Association, until the Class B Membership shall cease, the Association shall take no action with respect to any matter whatsoever without the prior written consent of Declarant.

5 Section 1 of Article VII of the Declaration is hereby amended and restated in its entirety to read as follows:

During the Development Period, the Architectural Control Committee, hereinafter called the "Committee", shall be composed of three (3) or more individuals selected by Declarant pursuant to Section D.4(e) of Exhibit D to the Declaration. After the Development Period, the Board - from time to time - will appoint three or more individuals to serve as members of the Committee, all of whom shall serve at the pleasure of the Board.

6 Subclauses (a) and (b) of Section 4 of Article X of the Declaration are hereby amended and restated in their entirety to read as follows:

(a) By Declarant during the Declarant Control Period; or

(b) By Declarant after the Declarant Control Period with the written consent of more than fifty percent (50%) of the Owners of Lots subject to this Declaration.

7 The following Section 14 is hereby added to Article X of the Declaration:

Section 14. Successor Declarant. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the Real Property Records of Collin County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has all the rights of Declarant under the Declaration, including the right to designate further Successor Declarants. The designation of a Successor Declarant for all purposes and for all of the Property relieves the designator of the performance of any further duty or obligation arising under this Declaration after the date of such designation, and the designee shall thereafter be obligated to perform the duties of Declarant.

8 The Declaration is hereby amended by the addition of Exhibit D, titled "Declarant Rights & Reservations," attached hereto as Exhibit D and incorporated herein by reference.

(Executed on next page.)

SIGNED AND ACKNOWLEDGED

SIGNED on the 13th day of January, 2006.

DECLARANT:

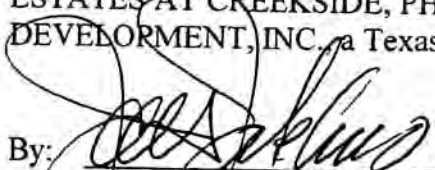
ESTATES AT CREEKSIDE DEVELOPMENT, INC.,
a Texas corporation

By: 
James J. Melino, President

ESTATES AT CREEKSIDE, PHASE II,
DEVELOPMENT, INC., a Texas corporation

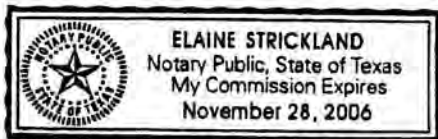
By: 
James J. Melino, President

ESTATES AT CREEKSIDE, PHASE III,
DEVELOPMENT, INC., a Texas corporation

By: 
James J. Melino, President

STATE OF TEXAS S
 S
COUNTY OF DALLAS S

This instrument was acknowledged before me on the 13th day of January, 2006, by James J. Melino, President of Estates at Creekside, Inc., a Texas corporation, Estates at Creekside, Phase II, Development, Inc., a Texas corporation, and Estates at Creekside, Phase III, Development, Inc., a Texas corporation, on behalf of each thereof.



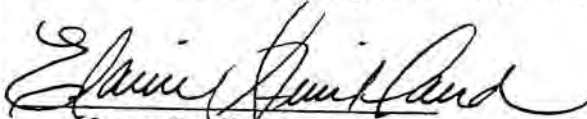

Notary Public in and for
the State of Texas

EXHIBIT D

DECLARANT RIGHTS & RESERVATIONS

D.1 General Reservation & Construction. Notwithstanding any other provisions of the Declaration, Bylaws or Articles of Incorporation (collectively, the "Governing Documents") to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Exhibit which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Exhibit and any Governing Document, this Exhibit controls. This Exhibit may not be amended without the prior written consent of Declarant. The terms and provisions of this Exhibit must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property and in the Additional Land.

D.2 Purpose of Development and Declarant Control Periods. This Exhibit gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the Owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with 90 days' notice.

D.3 Association Officers & Directors. During the Declarant Control Period, the Board may consist of three (3) persons. During the Declarant Control Period, Declarant may appoint, remove and replace any officer or director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association. Declarant's unilateral right to remove and replace officers and directors applies to officers and directors who were elected or designated by Class A Members, as well as to Declarant's appointees.

D.4 Development Period Reservations. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, at any time during the Development Period.

D.4.1 Platting. If the Property includes unplatted parcels, they may be platted in whole or in part, and in phases. The right to plat belongs to the owner of the unplatted parcel, provided, however, that a plat that creates Common Areas or obligations for the Association must also be approved by Declarant. Declarant's right to have the Property platted, or to approve such plats, is for a term of years and does not require that Declarant own land in the Property at the time or times Declarant exercises its right of platting.

D.4.2 Expansion. The Property is subject to expansion. During the Development Period, Declarant may - but is not required to - annex all or any part of the Additional Land by subjecting it to the Declaration and the jurisdiction of the Association by recording a declaration of annexation, supplement or amendment to this Declaration, executed by Declarant, in the Real Property Records of Collin County, Texas. Declarant's right to annex land is for a term of years and does not require that Declarant own land in the Property at the time or times Declarant exercises its right of annexation.

D.4.3 Withdrawal. During the Development Period, Declarant may withdraw real property from the Property and the effect of this Declaration (1) if the owner of the withdrawn property consents to the withdrawal, and (2) if the withdrawal does not significantly and detrimentally change the appearance, character, operation or use of the Property.

D.4.4 Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Subject to approval by (1) a governmental entity, if applicable, and (2) the owner of the land or Lots to which the change would directly apply (if other than Declarant), Declarant may (a) change the sizes, dimensions and configurations of Lots and streets; (b) change the minimum dwelling size; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Property.

D.4.5 Architectural Control. During the Development Period, Declarant has the absolute right to appoint, remove and replace the members of the Architectural Control Committee, all of whom serve at the pleasure of Declarant. Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under Article X and this Exhibit to (1) a modifications committee appointed by the Board, or (2) a committee comprised of architects, engineers or other persons who may or may not be Members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (1) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (2) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant also has the unilateral right to exercise architectural control over vacant Lots and parcels within the Property. Neither the Association, the Board of Directors nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of new homes and related improvements on vacant Lots.

D.4.6 Amendment. During the Development Period, Declarant may amend this Declaration and the other Governing Documents, without consent of other Owners or any mortgagee, for any purpose, including without limitation the following purposes:

- a. To add real property to the Property.
- b. To withdraw real property from the Property.
- c. To create Lots, easements and Common Areas within the Property.
- d. To subdivide, combine or reconfigure Lots and Common Areas.
- e. To convert Lots into Common Areas, and Common Areas into Lots.
- f. To allocate the use of certain Common Areas to specified Lots as Limited Common Areas.
- g. To modify the construction and use restrictions of this Declaration.
- h. To merge the Association with another property owners association.
- i. To comply with requirements of an underwriting lender.
- j. To resolve conflicts, clarify ambiguities and to correct misstatements, errors or omissions in the Governing Documents.
- k. To enable any reputable title insurance company to issue title insurance coverage on the Lots.
- l. To enable an institutional or governmental lender to make or purchase mortgage loans on the Lots.
- m. To change the name or entity of Declarant.
- n. To change the name of any addition within the Property.
- o. To change the name of the Association.

D.4.7 Easement to Inspect & Right to Correct. During the Development Period, Declarant reserves for itself and for Builders the right, but not the duty, to inspect, monitor, test, redesign, correct and relocate any structure, improvement or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably

necessary to exercise this right. Declarant or Builder, as applicable, will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a screening wall located on a Lot may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant, a homebuilder or the Association.

D.4.8 Declarant's Right to Inspect & Correct Accounts. For a period of five (5) years after termination of the Declarant Control Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct and adjust the Association's financial records and accounts from the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. By way of illustration but not limitation, Declarant may find it necessary to recharacterize an expense or payment to conform to Declarant's obligations under the Documents or applicable State law. This Section may not be construed to create a duty for Declarant or a right for the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each owner, by accepting an interest in or title to a Lot, hereby grants to Declarant a right of access to the Association's books and records that is independent of Declarant's rights during the Declarant Control and Development Periods.

D.5 Common Areas. This Section applies only to Common Areas owned by Declarant. Declarant will convey title to the Common Areas to the Association by one or more deeds - with or without warranty. Any initial Common Area improvements will be installed, constructed or authorized by Declarant, the cost of which is not a common expense of the Association. At the time of conveyance to the Association, the Common Areas will be free of encumbrance except for the property taxes accruing for the year of conveyance. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners. The transfer of control of the Association at the end of the Declarant Control Period is not a transfer of Common Areas requiring inspection, evaluation, acceptance or approval of Common Area improvements by the Owners.

AFTER RECORDING, PLEASE RETURN TO:

James J. Melino
8235 Douglas Avenue
Suite 650, LB-65
Dallas, Texas 75225

Filed and Recorded
Official Public Records
Brenda Taylor, County Clerk
Collin County, TEXAS
01/20/2006 09:49:07 AM
\$44.00 TFOSTER
20060120000084520



Brenda Taylor

**Annex A, First Floor
200 S. McDonald, Suite 120
McKinney, TX, 75069
Recordings 972-548-4185**

Brenda Taylor



Receipt for Services

Date: 01/20/2006

Time: 09:49:07AM

Customer Name ESTATES AT CREEKSIDE PHASE III
8235 DOUGLAS AVE SUITE 650, LB-65
DALLAS, TX 75225

Date	Instrument No	Document Type	Transaction Type	GF Number	Pg/Amt
1/20/2006 9:49:07AM	20060120000084520	FD			8
		FD		Total:	44.00
		Fee Total:			44.00
ECK	2122				44.00
				Payment Total:	44.00

FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE ESTATES

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE ESTATES (this "Amendment") is made to be effective as of the date of recording hereof in the Official Public Records of Real Property of Collin County, Texas.

WHEREAS, Estates at Creekside, Inc. (hereinafter referred to as "Declarant"), as the then owner of certain real property situated in Collin County, Texas (the "First Phase Property"), adopted, established and imposed upon the First Phase Property the covenants, conditions, restrictions, easements, liens and charges contained in that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates (as amended from time to time, hereinafter referred to as the "Declaration") dated as of June 19, 2002, and filed June 20, 2002, in Volume 05194, Page 00455, as Document No. 2002-0087926, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, the Declaration was amended by First Amendment thereof dated as of June 25, 2002, and filed June 26, 2002, in Volume 05198, Page 01199, as Document No. 2002-0090761, in the Official Public Records of Real Property of Collin County, Texas, and by Second Amendment thereof dated as of November 11, 2002, and filed November 15, 2002, in Volume 05298, Page 003563, as Document No. 2002-0169468, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, Estates at Creekside, Phase II, Development, Inc. ("Estates at Creekside II"), which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Second Phase Property") to the encumbrance of the Declaration pursuant to that certain Declaration of Annexation and Third Amendment to Declaration of Covenants, Conditions and Restrictions for Creekside Estates dated as of October 21, 2003, and filed October 24, 2003, in Volume 05531, Page 000271, as Document No. 2003-0211917, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, the Declaration was amended again by Fourth Amendment thereof dated as of April 22, 2005, and recorded in Volume 05935, Page 04310, as Document No. 2005-0076158, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, Estates at Creekside, Phase III, Development, Inc. ("Estates at Creekside III"), which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Third Phase Property") to the encumbrance of the Declaration pursuant to that certain Declaration of Annexation to Declaration of Covenants, Conditions and Restrictions for Creekside Estates dated as of August 24, 2005, and filed August 29, 2005, in Volume 05991, Page 001856, as Document No. 2005-0120232, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, Article X, Section 4(a) of the Declaration permits the amendment by Declarant of the Declaration; and

WHEREAS, Declarant and Estates at Creekside II desire to amend the Declaration in certain respects.

NOW, THEREFORE, Section 19 of Article VIII of the Declaration is hereby deleted in its entirety and there is hereby added in lieu thereof the following new Section 19 of Article VIII of the Declaration:

"Section 19. Fences, Walls. All fences and walls shall, at a minimum, conform strictly to the requirements of the Ordinance and the Plat. In that regard, **ANY LOTS BACKING TO 100 YEAR FLOOD PLAIN SHALL BE RESTRICTED TO USE OF ORNAMENTAL IRON FENCING WITH A HEIGHT OF 5' (UNLESS APPLICABLE LAW REQUIRES A GREATER HEIGHT [i.e., AS A SWIMMING POOL ENCLOSURE]) ON THE FLOOD PLAIN LINE (and not within the 100-year**

Flood Plain except as specifically described below) AND FOR A MINIMUM OF 20' ALONG THE SIDE PROPERTY LINES. In that regard, except for Lots 2 through 17 of Block P (as described separately below), the fence detail shown on Exhibit "C-1" attached hereto and made a part hereof for all purposes shall be utilized for the aforesaid ornamental iron fencing requirements. With regard to Lots 2 through 17 of Block P, the fence detail shown on Exhibit "C-2" attached hereto and made a part hereof for all purposes shall be utilized for the aforesaid ornamental iron fencing requirements. Furthermore, with respect to Lot 1 of Block K, Lots 1, 6, 7, 8, 11 and 12 of Block I, and Lots 15 and 16 of Block P, the ornamental iron fence may be constructed within the 100-year flood plain provided (a) it is constructed strictly in accordance with the requirements of that certain letter (and attachments) dated December 9, 2005, from O'Brien Engineering, Inc., a copy of which is attached hereto and made a part hereof for all purposes as Exhibit "C-4", and (b) a building permit for such fence is obtained from the City of Wylie prior to commencement of the installation thereof. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum front building setback line indicated on the applicable Plat, unless otherwise permitted by the Committee or the City of Wylie, Texas. Furthermore, on Lots 1, 12, 13, 31, 32 and 43 of Block B, Lots 36, 37, 45, 46, 54 and 55 of Block E, Lot 26 of Block G, Lots 5 and 6 of Block H, Lot 2 of Block P, Lots 1 and 28 of Block Q and Lot 1 of Block R, the fence detail shown on Exhibit "C-3" attached hereto and made a part hereof for all purposes shall be utilized for all side yard fencing along Creekside Estates Drive and Lewis Drive, such fence to have the "good" side facing the street. With respect to Lots 23, 24, 34, 35 and 41 of Block A, the wood fence connection from the McCreary Road side of the residence constructed on each such Lot shall connect to the masonry wall along McCreary Road and not to the ornamental iron fencing. Except as specifically set forth below, all retaining walls are to be of brick, concrete or stone. All fencing walls or screening fences shall be of first quality residential type which is harmonious and compatible with the residential character of the development. All fences and walls shall be maintained in a sound state by the Owner and the Committee shall have the right to order compliance with this provision. Failure to maintain a fence or wall in a sound, orderly and secure state shall constitute a violation of this restriction. Neither the Association nor the Declarant shall have any responsibility whatsoever for the installation or maintenance of fencing or walls."

EXECUTED as of the 12th day of December, 2005.

DECLARANT:

ESTATES AT CREEKSIDE DEVELOPMENT, INC.,
a Texas corporation

By: 

James J. Melino, President

ESTATES AT CREEKSIDE II:

ESTATES AT CREEKSIDE, PHASE II, DEVELOPMENT, INC.,
a Texas corporation

By: 

James J. Melino, President

STATE OF TEXAS S
 S
COUNTY OF DALLAS S

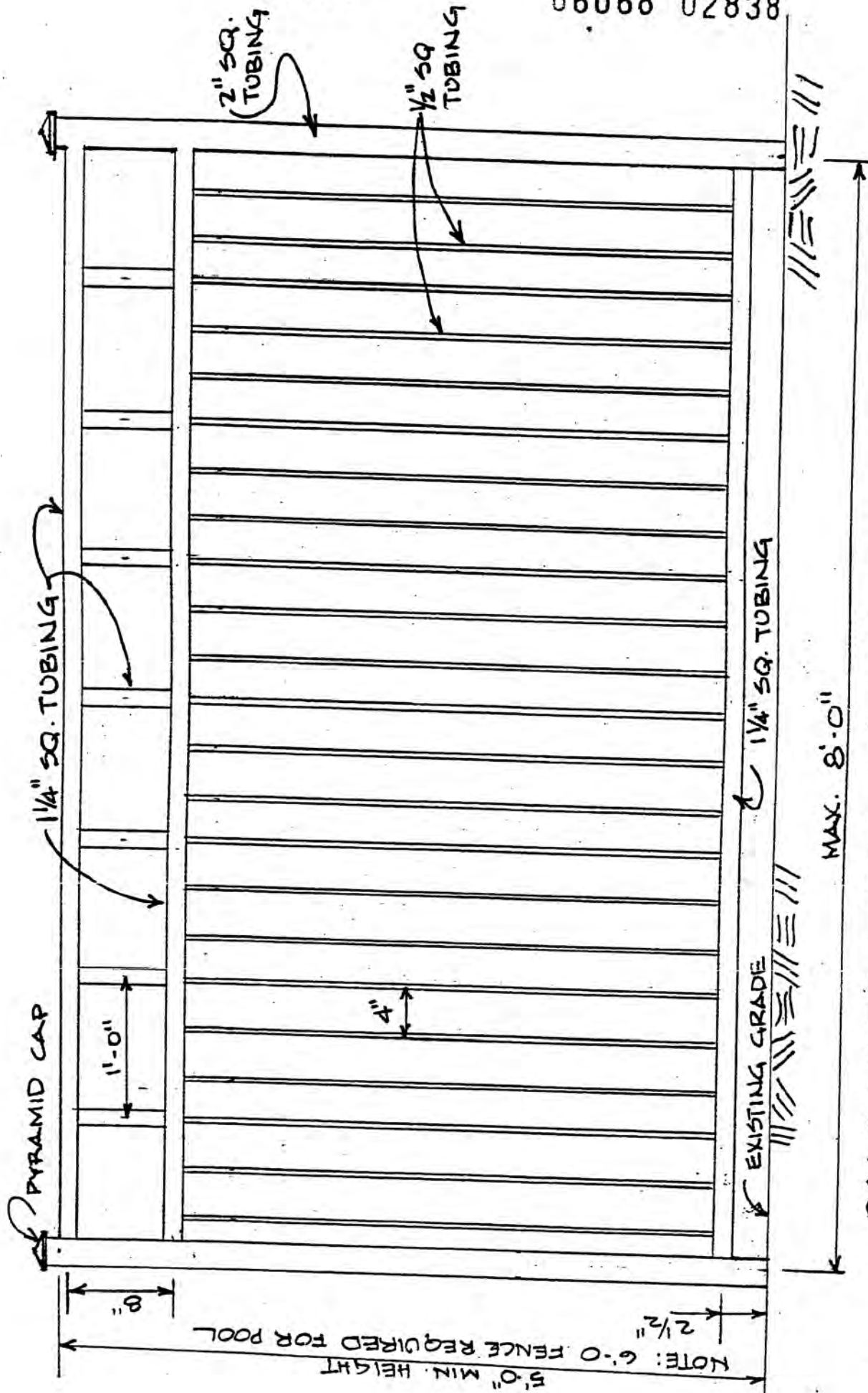
This instrument was acknowledged before me on the 12th day of December, 2005, by James J. Melino, President of Estates at Creekside, Inc., a Texas corporation, and Estates at Creekside, Phase II, Development, Inc., a Texas corporation, on behalf of each thereof.



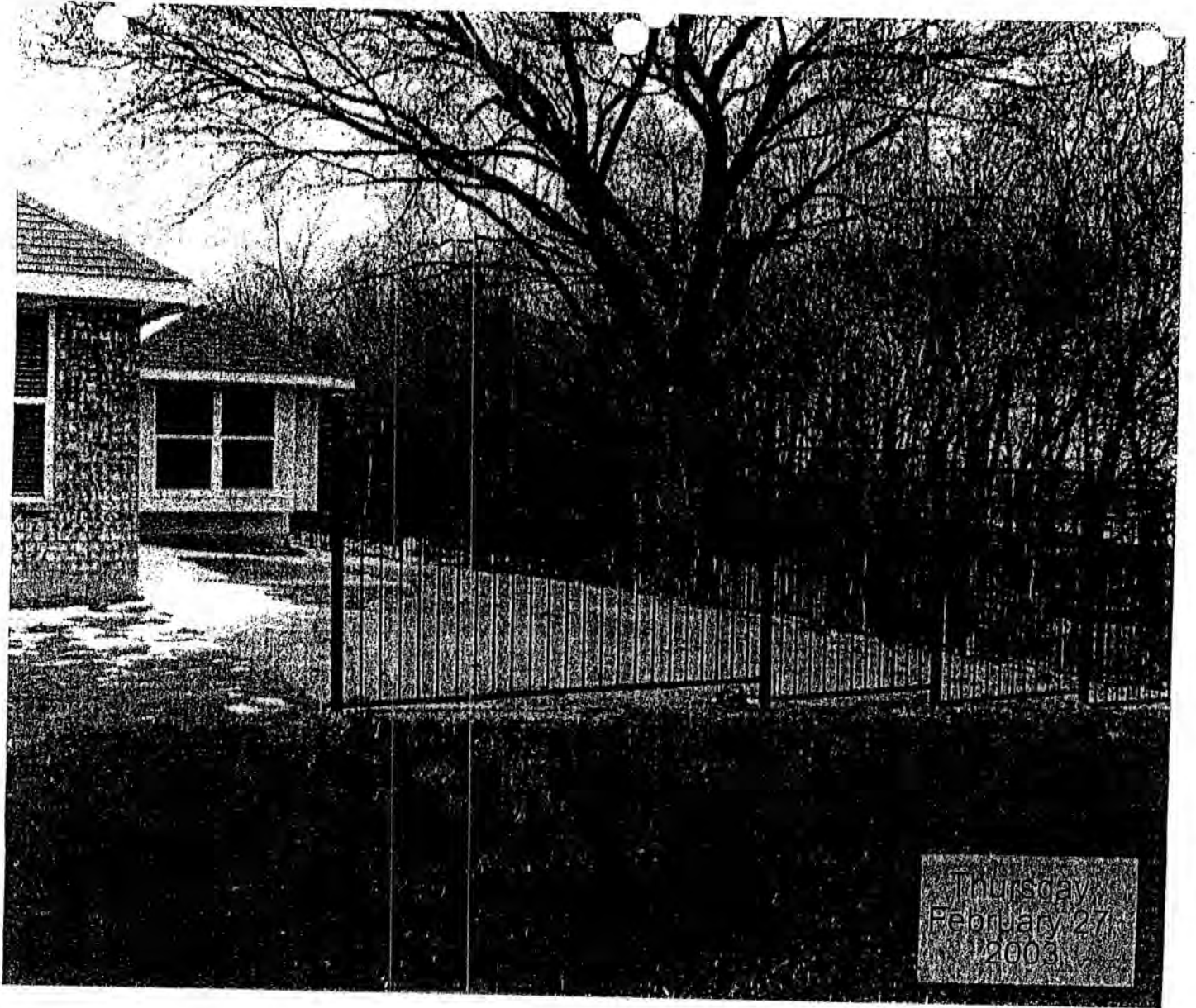
Elaine Strickland
Notary Public in and for
the State of Texas

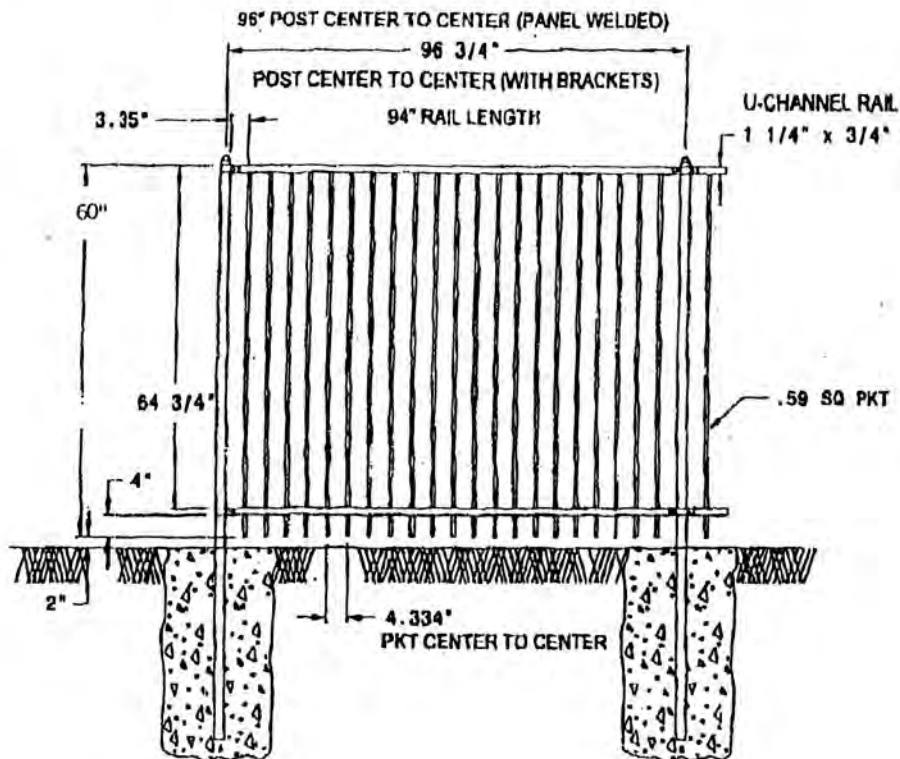
AFTER RECORDING, RETURN TO:

James J. Melino
8235 Douglas Avenue
Suite 650, LB-65
Dallas, Texas 75225



REAR YARD WROUGHT IRON FENCE DETAIL
 PAINT TO BE: KELLY MOORE-KELL GUARD 1700-51 FOREST GREEN B-4Y OR EQUAL





5 FT. WELDED RESIDENTIAL MAJESTIC 2 RAIL

WMX270

By LZN

Pg 1 of 1

SCALE FIT TO PG.

CB PJB

Date 08/13/02



AMERISTAR®

1555 N. Mingo

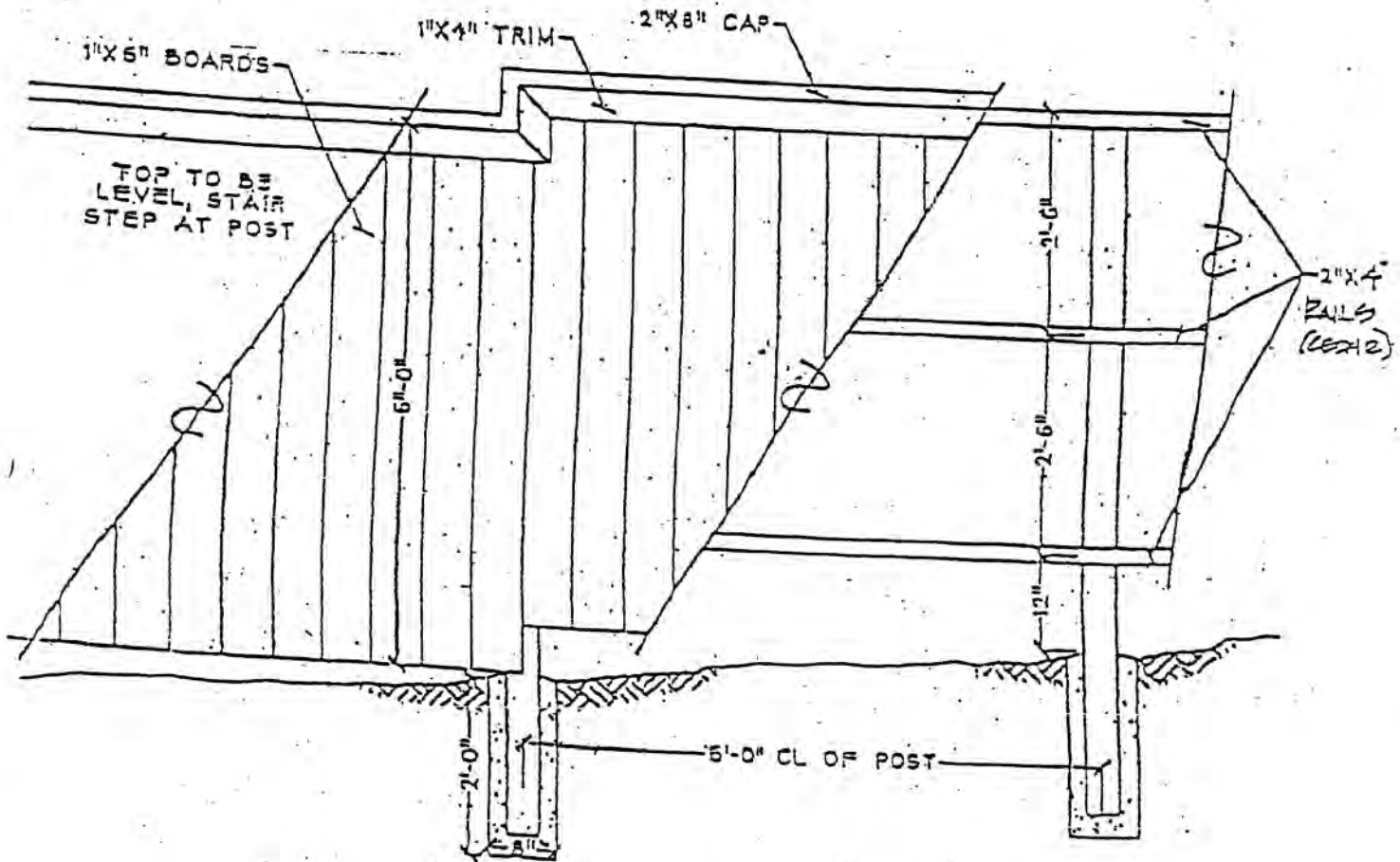
Tulsa, OK 74118

1-800-321-8724

www.ameristarfence.com

EXHIBIT "C-2"

06068 02840



Wood Fence Detail

1'-2'-0"

WOOD TO BE WESTERN RED CEDAR. POSTS SHALL BE
 ALUMINUM PIPE IN CONCRETE. 1"X6" BOARDS TO BE
 BOARDS AS BOARDS.
 ...KING COLOR TO BE STAIN/SEALER - BEHR 402 - REDTONE
 OR EQUIVALENT. (NOTE: COLOR IS NOT RED)

O'Brien Engineering, Inc.

14900 Landmark, Suite 530
Dallas, Texas 75254
Ph: 972 233 2288
Fax: 972 233 2818
www.oebdallas.com

Hydraulics/Hydrology
Civil Engineering
Consulting

06068 02842

December 9, 2005
Revised: December 9, 2005

Mr. Gary DeFrain
Lafayette Properties, Inc.
8235 Douglas Avenue
Suite 650, LB-65
Dallas, TX 75225

Fax: (214) 691-0682

RE: Creekside Estates Phase II Fences

Dear Gary:

We have reviewed your faxes dated October 27, 2005 and December 9, 2005, depicting elevation views of the proposed welded rail fence (see attached Exhibits 3 and 4) and your fax dated October 31, 2005, depicting the desired location of proposed fences along the backs of the following nine lots: Block K, lot 1, Block I, Lots 1, 6, 7, 8, 11, and 12, and Block P, Lots 15 and 16.

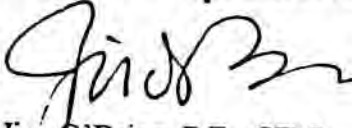
We have completed an evaluation of the impacts of the proposed fences with respect to floodplain hydraulics. Our evaluation included a review of 100-year floodplain velocities and depths in the vicinity of the proposed fences, proximities to creek banks, and apparent foliage based on 2005 aerial photos and limited 2002 on-the-ground photos. The proposed fence is a five foot high welded aluminum rail configuration with .5" square pickets on 4.334" centers and posts on 8' centers, as manufactured by Ameristar under the style name "Majestic" (Exhibit 3.) An acceptable variation would be .5" square pickets on 4" centers butted into a lower 1 1/4" tubing rail centered 2 1/2" above the ground (Exhibit 4.) Exhibit 4 also indicates a variation of the top 8 inches of the fence, which is also acceptable.

Exhibits 1 and 2 show the proposed fence locations. Please note that we recommend changes to the locations which you proposed on Block I, Lot 7 and Block K, Lot 1 in order to preserve a distance of 25 feet from the creek bank. With these changes, the proposed locations are satisfactory and will result in no significant effects on creek hydraulics. As proposed, the fences would be located within the floodplain where the depth is no greater than 1.5 feet and where peak 100-year velocities would not exceed 3 feet per second.

If you have any questions, please do not hesitate to call.

Sincerely,

O'BRIEN ENGINEERING, INC.

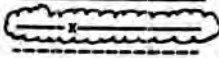

Jim O'Brien, P.E., CFM
President

attachments



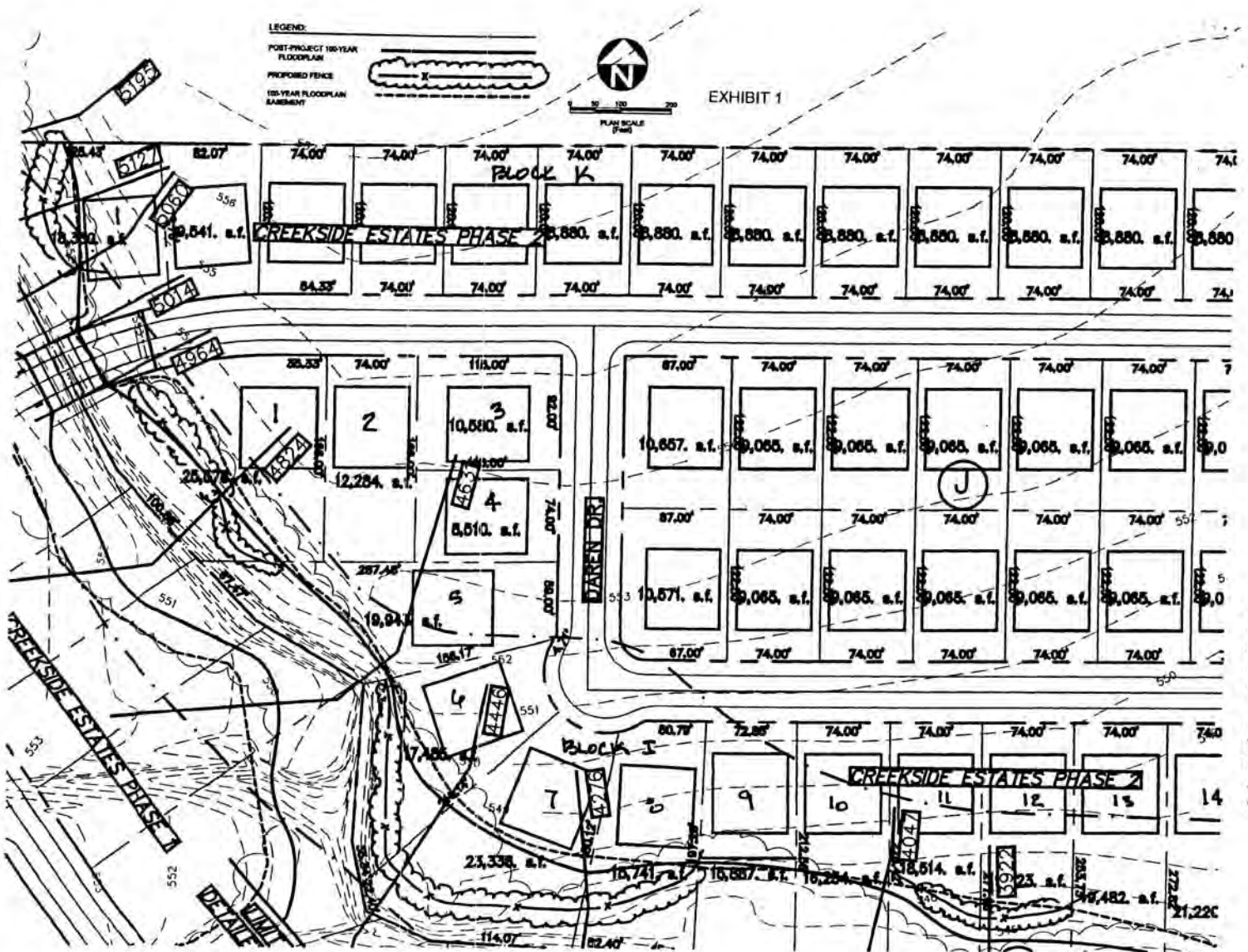
LEGEND:

POST-PROJECT 100-YEAR
FLOODPLAIN
PROPOSED FENCE
100-YEAR FLOODPLAIN
BARRIERS



PLAN SCALE
(Feet)

EXHIBIT 1



06068 02843

EXHIBIT 2

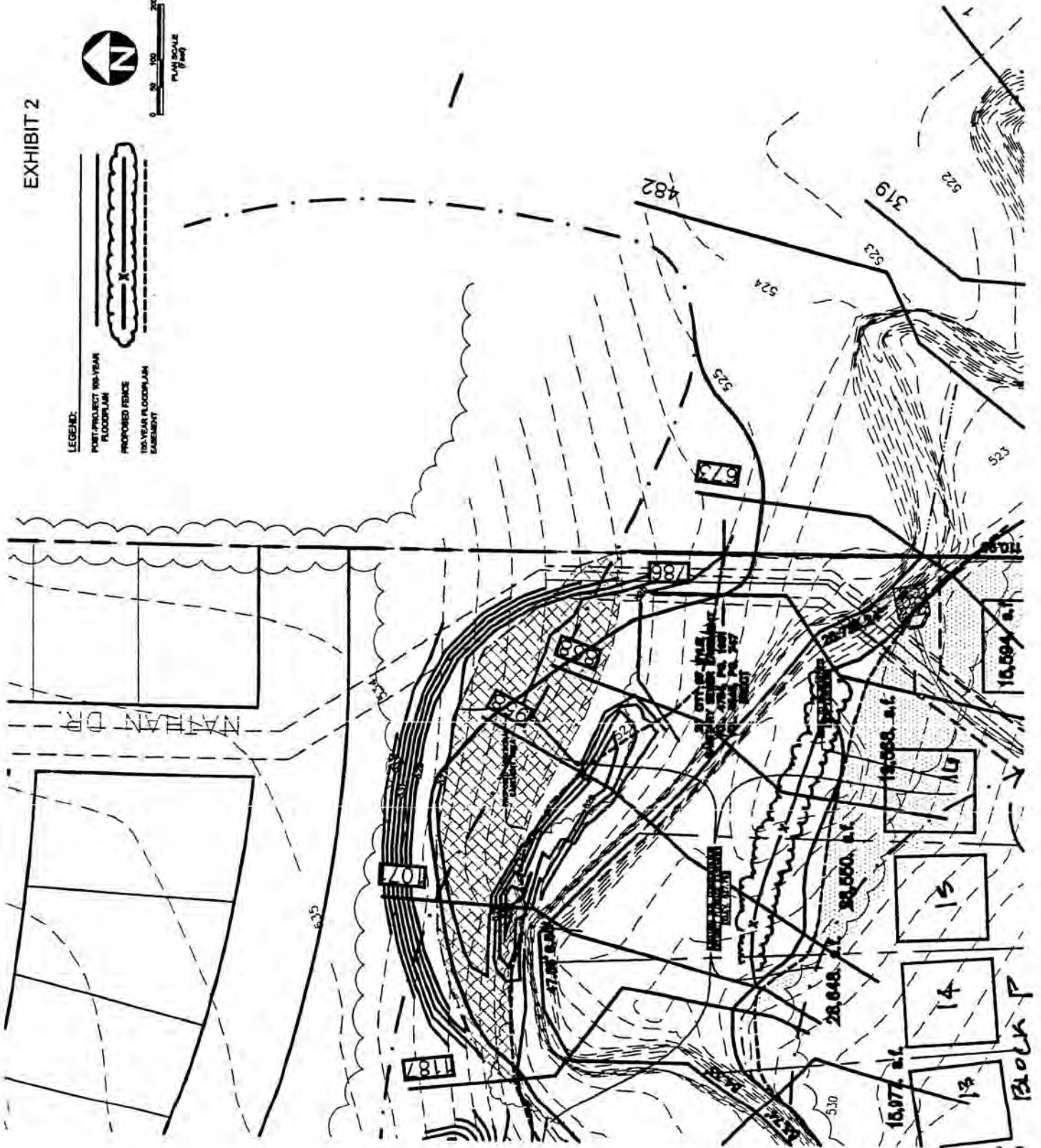
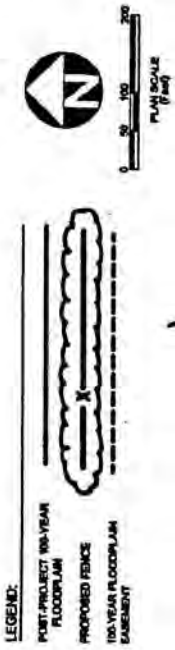
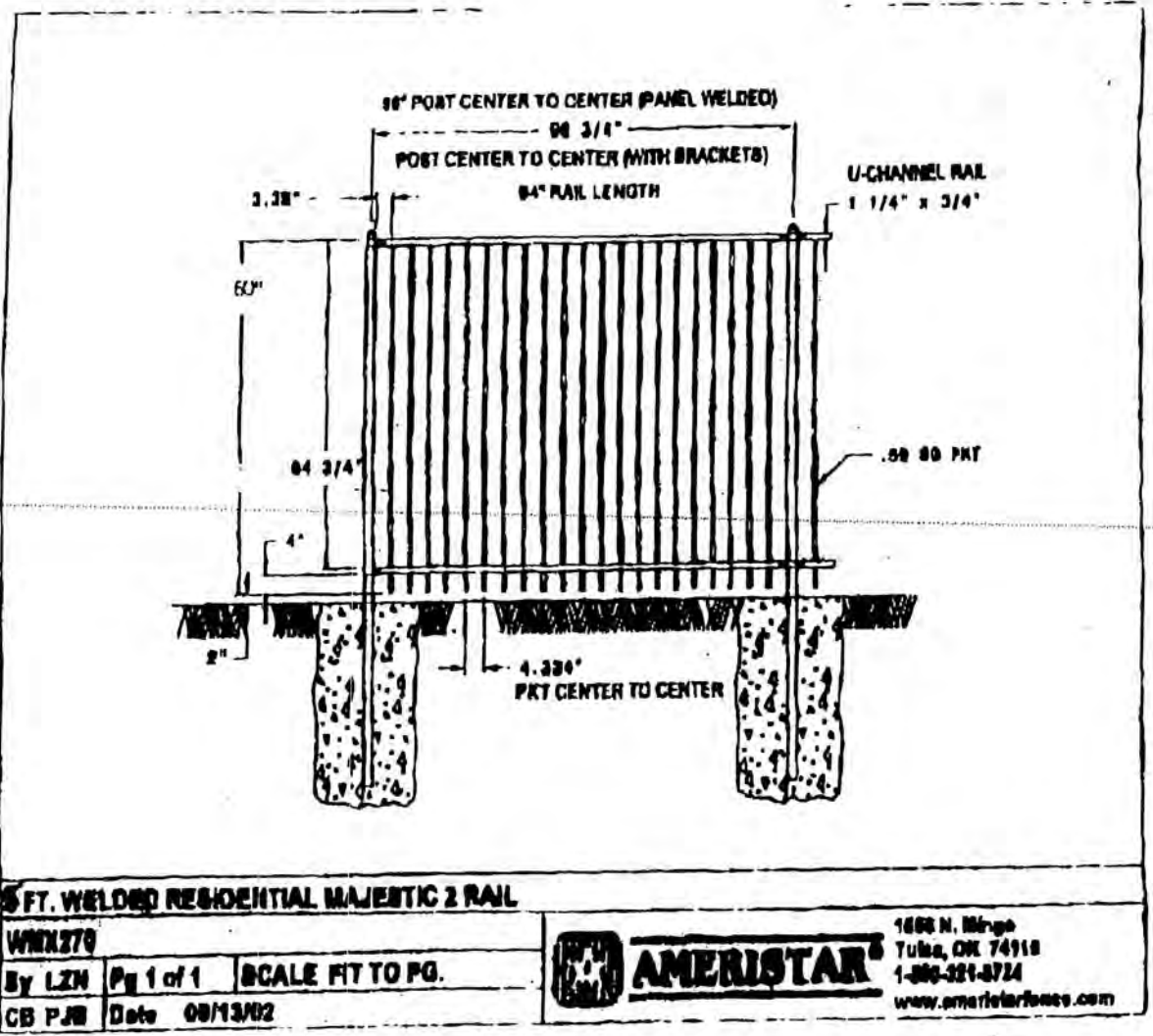
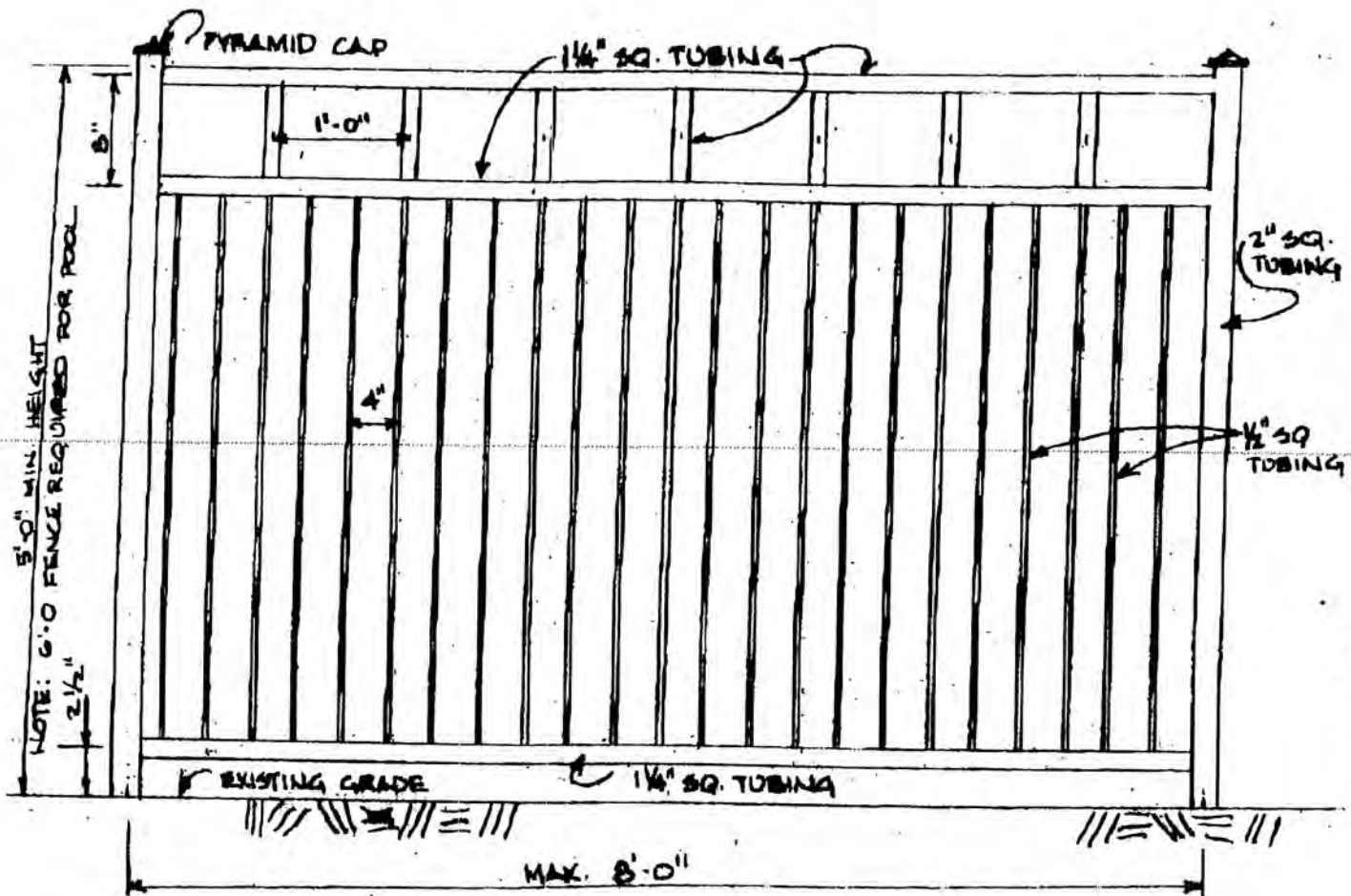


EXHIBIT 3 05935 04314



06068 02845

EXHIBIT 3



REAR YARD WROUGHT IRON FENCE DETAIL
 PAINT TO BE: KELLY MOORE-KELL GUARD 1700-51 FOREST GREEN B-4Y OR EQUAL

94820 89090

EXHIBIT 4

08935 04312

DECLARATION OF ANNEXATION TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE ESTATES

THIS DECLARATION OF ANNEXATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE ESTATES (this "Annexation") is made by Estates at Creekside, Phase III, Development, Inc. (hereinafter referred to as "Estates at Creekside III") to be effective as of the date of recording hereof in the Official Public Records of Real Property of Collin County, Texas.

WHEREAS, Estates at Creekside, Inc. (hereinafter referred to as "Declarant"), as the then owner of certain real property situated in Collin County, Texas (the "First Phase Property"), adopted, established and imposed upon the First Phase Property the covenants, conditions, restrictions, easements, liens and charges contained in that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates (as amended from time to time, hereinafter referred to as the "Declaration") dated as of June 19, 2002, and filed June 20, 2002, in Volume 05194, Page 00455, as Document No. 2002-0087926, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, the Declaration was amended by First Amendment thereof dated as of June 25, 2002, and filed June 26, 2002, in Volume 05198, Page 01199, as Document No. 2002-0090761, in the Official Public Records of Real Property of Collin County, Texas, and by Second Amendment thereof dated as of November 11, 2002, and filed November 15, 2002, in Volume 05298, Page 003563, as Document No. 2002-0169468, in the Official Public Records of Real Property of Collin County, Texas, and by Declaration of Annexation and Third Amendment thereof dated as of October 21, 2003, and filed October 24, 2003, in Volume 5531, Page 271, as Document No. 2003-0211917, in the Official Public Records of Real Property of Collin County, Texas, and by Fourth Amendment thereof dated as of April 22, 2005, and filed June 8, 2005, in Volume 05935, Page 04310, as Document No. 2005-0076158, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, Estates at Creekside, Phase II, Development, Inc., which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Second Phase Property") to the encumbrance of the Declaration pursuant to the Declaration of Annexation and Third Amendment referenced above, said Second Phase Property being described as Creekside Estates, Phase II, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded in Volume 2003-0209426, Page 211 of the Map Records of Collin County, Texas; and

WHEREAS, Article IX, Section 1 of the Declaration permits the annexation by Declarant of additional property to the encumbrance of the Declaration; and

WHEREAS, Estates at Creekside III, which is an affiliate of Declarant, and Declarant desire to annex certain additional property (the "Third Phase Property") to the encumbrance of the Declaration, said Third Phase Property being described as Creekside Estates, Phase III, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded as Document Number 2005-0118511, in Volume Q, Page 639, of the Map Records of Collin County, Texas.

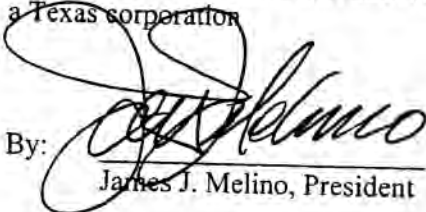
NOW, THEREFORE, Estates at Creekside III and Declarant hereby declare that the Third Phase Property is encumbered by the Declaration and shall be held, transferred, assigned, sold, conveyed and occupied subject to all covenants, conditions, restrictions, easements, liens and charges contained in the Declaration, as amended and modified from time to time. The Subdivision, as defined in the Declaration, from and after the date this Annexation is filed in the Official Public Records of Real Property of Collin County, Texas, shall include both the First Phase Property, the Second Phase Property and the Third Phase Property.

All Lots within the Third Phase Property are SF-B Lots as defined in the Ordinance.

EXECUTED as of the 24th day of August, 2005.

DECLARANT:

ESTATES AT CREEKSIDE DEVELOPMENT, INC.,
a Texas corporation

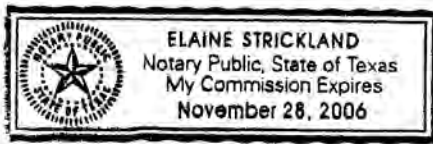
By: 
James J. Melino, President

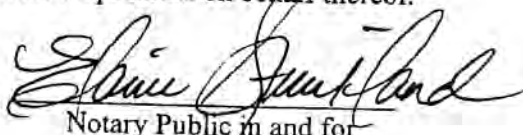
STATE OF TEXAS

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COUNTY OF DALLAS

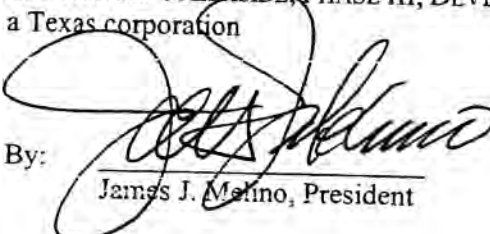
This instrument was acknowledged before me on the 24th day of August, 2005, by James J. Melino, President of Estates at Creekside Development, Inc., a Texas corporation on behalf thereof.




Notary Public in and for
the State of Texas

ESTATES AT CREEKSIDE III:

ESTATES AT CREEKSIDE, PHASE III, DEVELOPMENT, INC.,
a Texas corporation

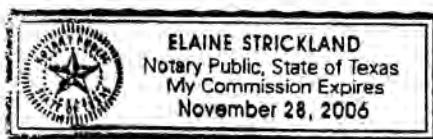
By: 
James J. Melino, President

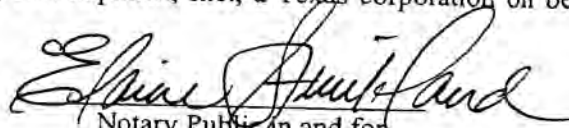
STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me on the 25th day of August, 2005, by James J. Melino, President of Estates at Creekside, Phase III, Development, Inc., a Texas corporation on behalf thereof.




Notary Public in and for
the State of Texas

RATIFICATION BY LIENHOLDER:

COMERICA BANK TEXAS

By: Name: 

its [Vice] President

STATE OF TEXAS

§

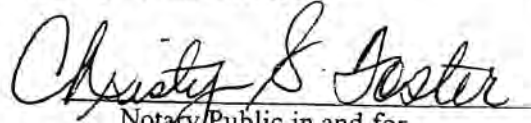
COUNTY OF DALLAS

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§

This instrument was acknowledged before me on August 10, 2005, by Greg Blankenship [Vice]
President of Comerica Bank - Texas, a state chartered bank, on behalf thereof.




Notary Public in and for
the State of Texas

AFTER RECORDING, RETURN TO:

James J. Melino
8235 Douglas Avenue
Suite 650, LB-65
Dallas, Texas 75225

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE ESTATES

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE ESTATES (this "Amendment") is made to be effective as of the date of recording hereof in the Official Public Records of Real Property of Collin County, Texas.

WHEREAS, Estates at Creekside, Inc. (hereinafter referred to as "Declarant"), as the then owner of certain real property situated in Collin County, Texas (the "First Phase Property"), adopted, established and imposed upon the First Phase Property the covenants, conditions, restrictions, easements, liens and charges contained in that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates (as amended from time to time, hereinafter referred to as the "Declaration") dated as of June 19, 2002, and filed June 20, 2002, in Volume 05194, Page 00455, as Document No. 2002-0087926, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, the Declaration was amended by First Amendment thereof dated as of June 25, 2002, and filed June 26, 2002, in Volume 05198, Page 01199, as Document No. 2002-0090761, in the Official Public Records of Real Property of Collin County, Texas, and by Second Amendment thereof dated as of November 11, 2002, and filed November 15, 2002, in Volume 05298, Page 003563, as Document No. 2002-0169468, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, Estates at Creekside, Phase II, Development, Inc. ("Estates at Creekside II"), which is an affiliate of Declarant, and Declarant annexed certain additional property (the "Second Phase Property") to the encumbrance of the Declaration pursuant to that certain Declaration of Annexation and Third Amendment to Declaration of Covenants, Conditions and Restrictions for Creekside Estates dated as of October 21, 2003, and filed October 24, 2003, in Volume 05531, Page 000271, as Document No. 2003-0211917, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, Article X, Section 4(a) of the Declaration permits the amendment by Declarant of the Declaration; and

WHEREAS, Declarant and Estates at Creekside II desire to amend the Declaration in certain respects.

NOW, THEREFORE, Section 19 of Article VIII of the Declaration is hereby deleted in its entirety (including the Exhibit "C" attached to the Declaration) and there is hereby added in lieu thereof the following new Section 19 of Article VIII of the Declaration:

"Section 19. Fences, Walls. All fences and walls shall, at a minimum, conform strictly to the requirements of the Ordinance and the Plat. In that regard, **ANY LOTS BACKING TO 100 YEAR FLOOD PLAIN SHALL BE RESTRICTED TO USE OF ORNAMENTAL IRON FENCING WITH A HEIGHT OF 5' (UNLESS APPLICABLE LAW REQUIRES A GREATER HEIGHT [i.e., AS A SWIMMING POOL ENCLOSURE]) ON THE FLOOD PLAIN LINE AND FOR A MINIMUM OF 20' ALONG THE SIDE PROPERTY LINES.** In that regard, except for Lots 2-17 of Block P, as described separately below, the fence detail shown on Exhibit "C-1" attached hereto and made a part hereof for all purposes shall be utilized for the aforesaid ornamental iron fencing requirements. With regard to Lots 2-17 of Block P, the fence detail shown on Exhibit "C-2" attached hereto and made a part hereof for all purposes shall be utilized for the aforesaid ornamental iron fencing requirements. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum front building setback line indicated on the applicable Plat, unless otherwise permitted by the Committee or the City of Wylie, Texas. Furthermore, on Lots 1, 12, 13, 31, 32 and 43 of Block B, Lots 36, 37, 45, 46, 54 and 55 of Block E, Lot 26 of Block G, Lots 5 and 6 of Block H, Lot 2 of Block P, Lots 1 and 28 of

Block Q and Lot 1 of Block R, the fence detail shown on Exhibit "C-3" attached hereto and made a part hereof for all purposes shall be utilized for all side yard fencing along Creekside Estates Drive and Lewis Drive, such fence to have the "good" side facing the street. With respect to Lots 23, 24, 34, 35 and 41 of Block A, the wood fence connection from the McCreary Road side of the residence constructed on each such Lot shall connect to the masonry wall along McCreary Road and not to the ornamental iron fencing. Except as specifically set forth below, all retaining walls are to be of brick, concrete or stone. All fencing walls or screening fences shall be of first quality residential type which is harmonious and compatible with the residential character of the development. All fences and walls shall be maintained in a sound state by the Owner and the Committee shall have the right to order compliance with this provision. Failure to maintain a fence or wall in a sound, orderly and secure state shall constitute a violation of this restriction. Neither the Association nor the Declarant shall have any responsibility whatsoever for the installation or maintenance of fencing or walls."

EXECUTED as of the 22nd day of April, 2005.

DECLARANT:

ESTATES AT CREEKSIDE DEVELOPMENT, INC.,
a Texas corporation

By: 

James J. Melino, President

ESTATES AT CREEKSIDE II:

ESTATES AT CREEKSIDE, PHASE II, DEVELOPMENT, INC.,
a Texas corporation

By: 

James J. Melino, President

STATE OF TEXAS

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COUNTY OF DALLAS

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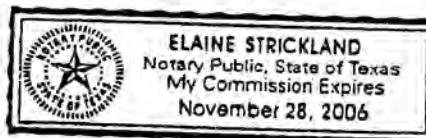
This instrument was acknowledged before me on the 6th day of June, 2005, by James J. Melino, President of Estates at Creekside, Inc., a Texas corporation, and Estates at Creekside, Phase II, Development, Inc., a Texas corporation, on behalf of each thereof.



Notary Public in and for
the State of Texas

AFTER RECORDING, RETURN TO:

James J. Melino
8235 Douglas Avenue
Suite 650, LB-65
Dallas, Texas 75225



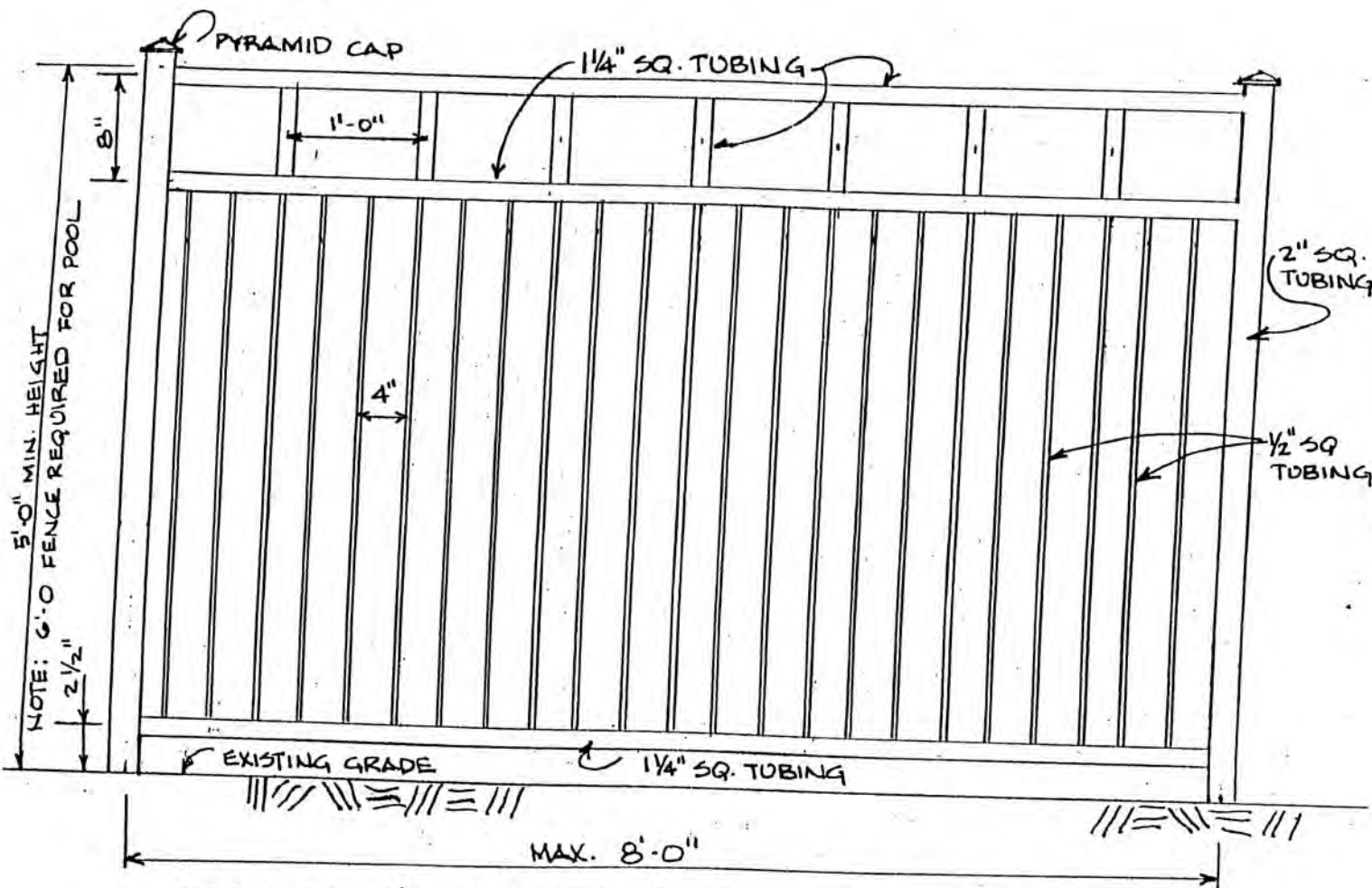
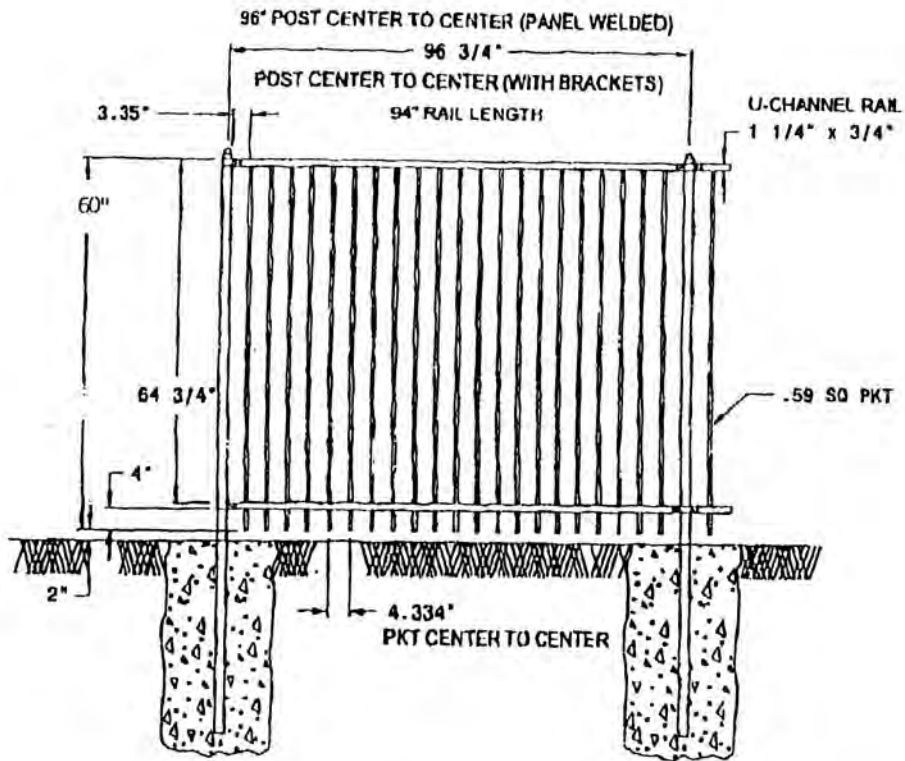


EXHIBIT "C-1"

REAR YARD WROUGHT IRON FENCE DETAIL
 PAINT TO BE: KELLY MOORE-KELL GUARD 1700-51 FOREST GREEN B-4Y OR EQUAL

EXHIBIT "C-1"





5 FT. WELDED RESIDENTIAL MAJESTIC 2 RAIL

WMX270

By LZN Pg 1 of 1 SCALE FIT TO PG.

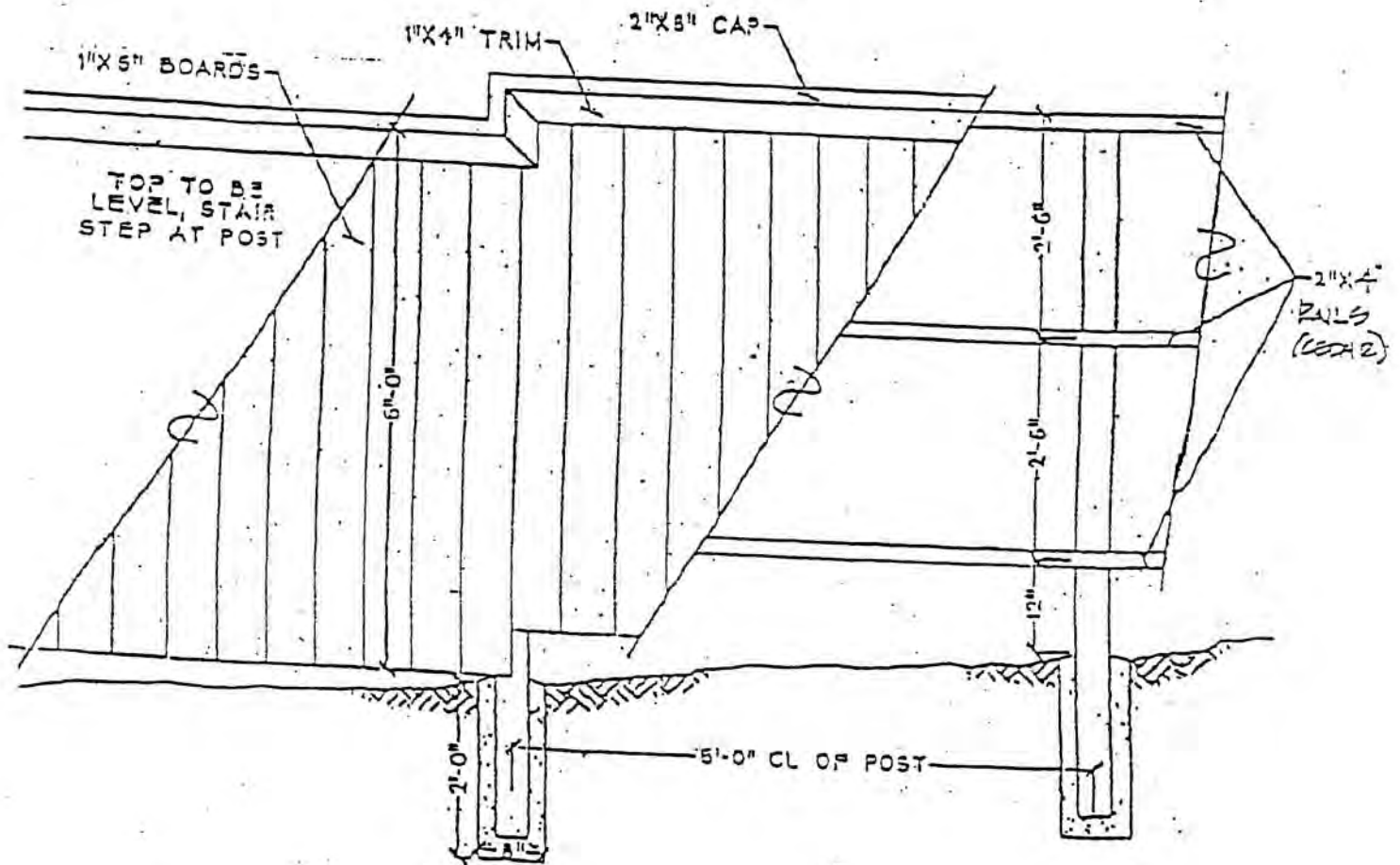
CB PJB Date 08/13/02



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1555 N. Mingo
Tulsa, OK 74118
1-800-321-8724

www.ameristarfence.com



WOOD FENCE DETAIL

1" = 2'-0"

TO BE WESTERN RED CEDAR. POSTS SHALL BE
 EED PIPE IN CONCRETE. 1"X6" BOARDS TO BE
 BOARD ON BOARD.

3 COLOR TO BE STAIN/SEALER - BEHR 402 - REDTONE
 EQUIVALENT. (NOTE: COLOR IS NOT RED)

NO SEAL

2003- 0211917

DECLARATION OF ANNEXATION
AND THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE ESTATES

THIS DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE ESTATES (this "Annexation") is made by Estates at Creekside, Phase II, Development, Inc. (hereinafter referred to as "Estates at Creekside II") to be effective as of the date of recording hereof in the Official Public Records of Real Property of Collin County, Texas.

WHEREAS, Estates at Creekside, Inc. (hereinafter referred to as "Declarant"), as the then owner of certain real property situated in Collin County, Texas (the "First Phase Property"), adopted, established and imposed upon the First Phase Property the covenants, conditions, restrictions, easements, liens and charges contained in that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates (as amended from time to time, hereinafter referred to as the "Declaration") dated as of June 19, 2002, and filed June 20, 2002, in Volume 05194, Page 00455, as Document No. 2002-0087926, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, the Declaration was amended by First Amendment thereof dated as of June 25, 2002, and filed June 26, 2002, in Volume 05198, Page 01199, as Document No. 2002-0090761, in the Official Public Records of Real Property of Collin County, Texas, and by Second Amendment thereof dated as of November 11, 2002, and filed November 15, 2002, in Volume 05298, Page 003563, as Document No. 2002-0169468, in the Official Public Records of Real Property of Collin County, Texas; and

WHEREAS, Article IX, Section 1 of the Declaration permits the annexation by Declarant of additional property to the encumbrance of the Declaration; and

WHEREAS, Estates at Creekside II, which is an affiliate of Declarant, and Declarant desire to annex certain additional property (the "Second Phase Property") to the encumbrance of the Declaration, said Second Phase Property being described as Creekside Estates, Phase II, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded in Volume 2003-0209426, Page 211 of the Map Records of Collin County, Texas; and

WHEREAS, Article X, Section 4(a) of the Declaration permits the amendment by Declarant of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration in certain respects.

NOW, THEREFORE, Estates at Creekside II and Declarant hereby declare that the Second Phase Property is encumbered by the Declaration and shall be held, transferred, assigned, sold, conveyed and occupied subject to all covenants, conditions, restrictions, easements, liens and charges contained in the Declaration, as amended and modified from time to time. The Subdivision, as defined in the Declaration, from and after the date this Annexation is filed in the Official Public Records of Real Property of Collin County, Texas, shall include both the First Phase Property and the Second Phase Property. **All Lots within the Second Phase Property are SF-B Lots as defined in the Ordinance.**

FURTHERMORE, Section 19 of Article VIII of the Declaration is hereby deleted in its entirety (including the Exhibit "C" attached to the Declaration) and there is hereby added in lieu thereof the following new Section 19 of Article VIII of the Declaration:

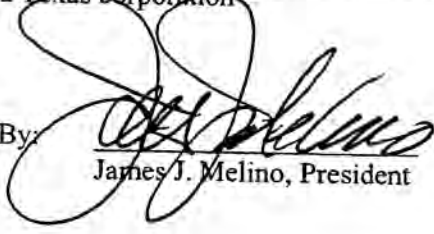
"Section 19. Fences, Walls. All fences and walls shall, at a minimum, conform strictly to the requirements of the Ordinance and the Plat. In that regard, **ANY LOTS BACKING TO 100 YEAR FLOOD PLAIN SHALL BE RESTRICTED TO USE OF ORNAMENTAL IRON FENCING WITH A HEIGHT OF 5' (UNLESS APPLICABLE LAW REQUIRES A GREATER HEIGHT [i.e., AS A SWIMMING POOL ENCLOSURE]) ON THE FLOOD PLAIN LINE AND FOR A MINIMUM OF 20' ALONG THE SIDE PROPERTY LINES.** In that regard, the fence detail shown on Exhibit "C-1" attached hereto and made a part hereof for all purposes shall be utilized for the aforesaid ornamental iron fencing requirements. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum front building setback line indicated on the applicable Plat, unless otherwise permitted by the Committee or the City of Wylie, Texas. Furthermore, on Lots 1, 12, 13, 31, 32 and 43 of Block B, Lots 36, 37, 45, 46, 54 and 55 of Block E, Lot 26 of Block G, Lots 5 and 6 of Block H, Lot 2 of Block P, Lots 1 and 28 of Block Q and Lot 1 of Block R, the fence detail shown on Exhibit "C-2" attached hereto and made a part hereof for all purposes shall be utilized for all side yard fencing along Creekside Estates Drive and Lewis Drive, such fence to have the "good" side facing the street. With respect to Lots 23, 24, 34, 35 and 41 of Block A, the wood fence connection from the McCreary Road side of the residence constructed on each such Lot shall connect to the masonry wall along McCreary Road and not to the ornamental iron fencing. Except as specifically set forth below, all retaining walls are to be of brick, concrete or stone. All fencing walls or screening fences shall be of first quality residential type which is harmonious and compatible with the residential character of the development. All fences and walls shall be maintained in a sound state by the Owner and the Committee shall have the right to order compliance with this provision. Failure to maintain a fence or wall in a sound, orderly and secure state shall constitute a violation of this restriction. Neither the Association nor the Declarant shall have any responsibility whatsoever for the installation or maintenance of fencing or walls."

[Signature Page to Follow]

EXECUTED as of the 21st day of October, 2003.

DECLARANT:

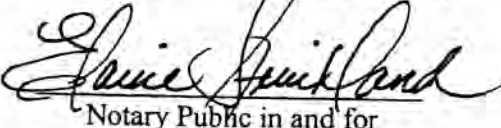
ESTATES AT CREEKSIDE DEVELOPMENT, INC.,
a Texas corporation

By: 
James J. Melino, President

STATE OF TEXAS S
 S
COUNTY OF DALLAS S

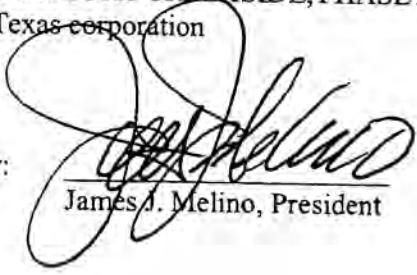
This instrument was acknowledged before me on the 21st day of October, 2003, by James J. Melino, President of Estates at Creekside Development, Inc., a Texas corporation on behalf thereof.

NO SEAL


Notary Public in and for
the State of Texas

ESTATES AT CREEKSIDE II:

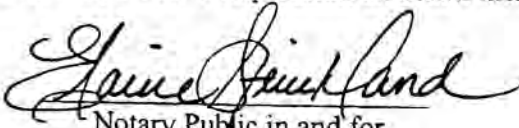
ESTATES AT CREEKSIDE, PHASE II, DEVELOPMENT, INC.,
a Texas corporation

By: 
James J. Melino, President

STATE OF TEXAS S
 S
COUNTY OF DALLAS S

This instrument was acknowledged before me on the 21st day of October, 2003, by James J. Melino, President of Estates at Creekside, Phase II, Development, Inc., a Texas corporation on behalf thereof.

NO SEAL


Notary Public in and for
the State of Texas

RATIFICATION BY LIENHOLDER:

COMERICA BANK - TEXAS

By: Name: Greg Blankenship

its [Vice] President

STATE OF TEXAS

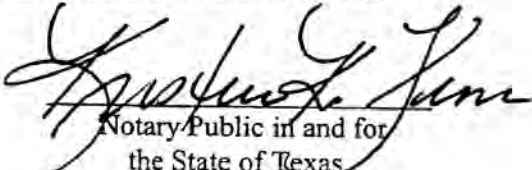
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COUNTY OF DALLAS

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This instrument was acknowledged before me on Oct. 22, 2003, by Greg Blankenship
[Vice] President of Comerica Bank - Texas, a state chartered bank, on behalf thereof.


Notary Public in and for
the State of Texas

AFTER RECORDING, RETURN TO:

James J. Melino
8235 Douglas Avenue
Suite 650, LB-65
Dallas, Texas 75225



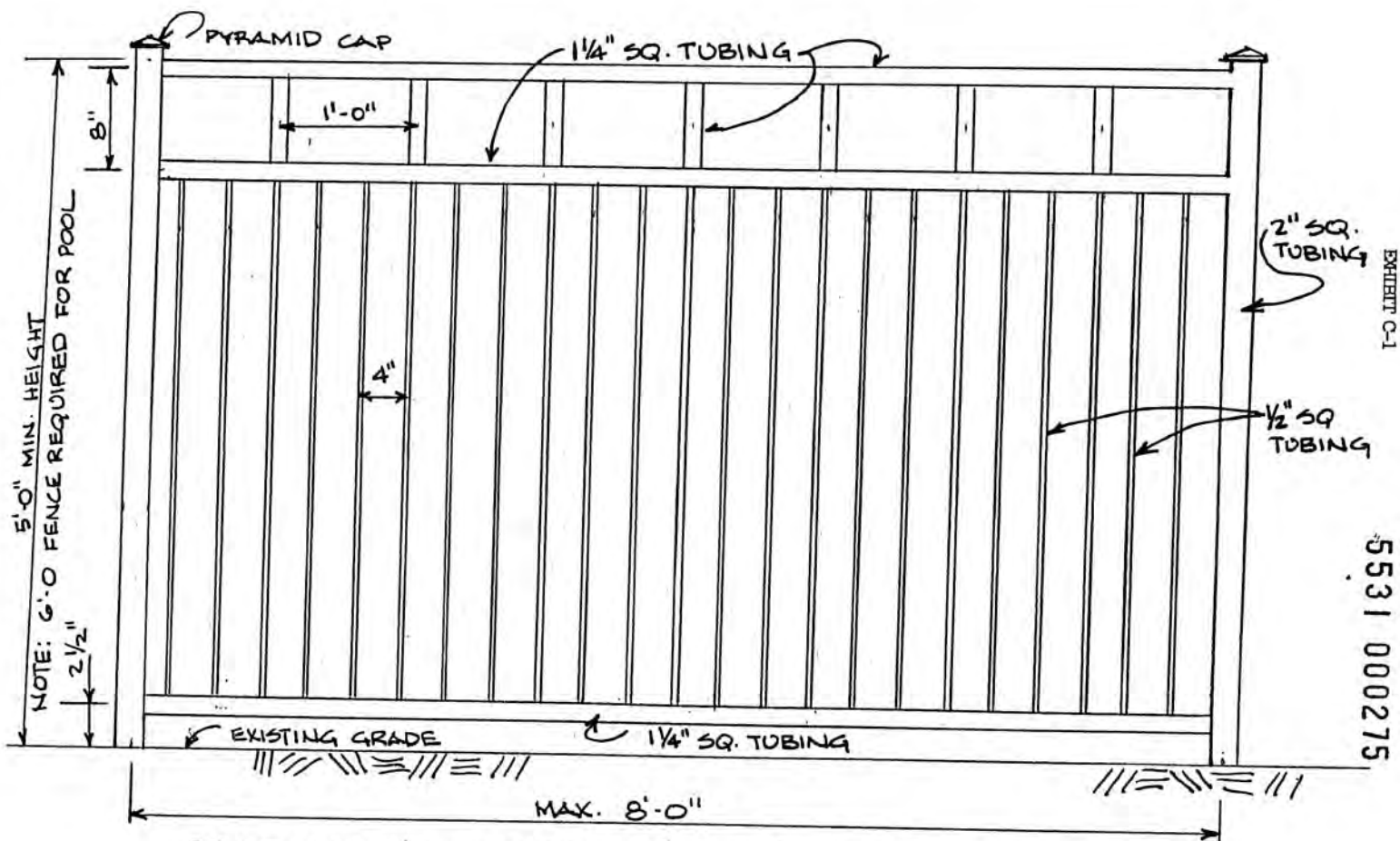


EXHIBIT C-1

5531 000275

REAR YARD WROUGHT IRON FENCE DETAIL
PAINT TO BE: KELLY MOORE-KELL GUARD 1700-51 FOREST GREEN B-4Y OR EQUAL

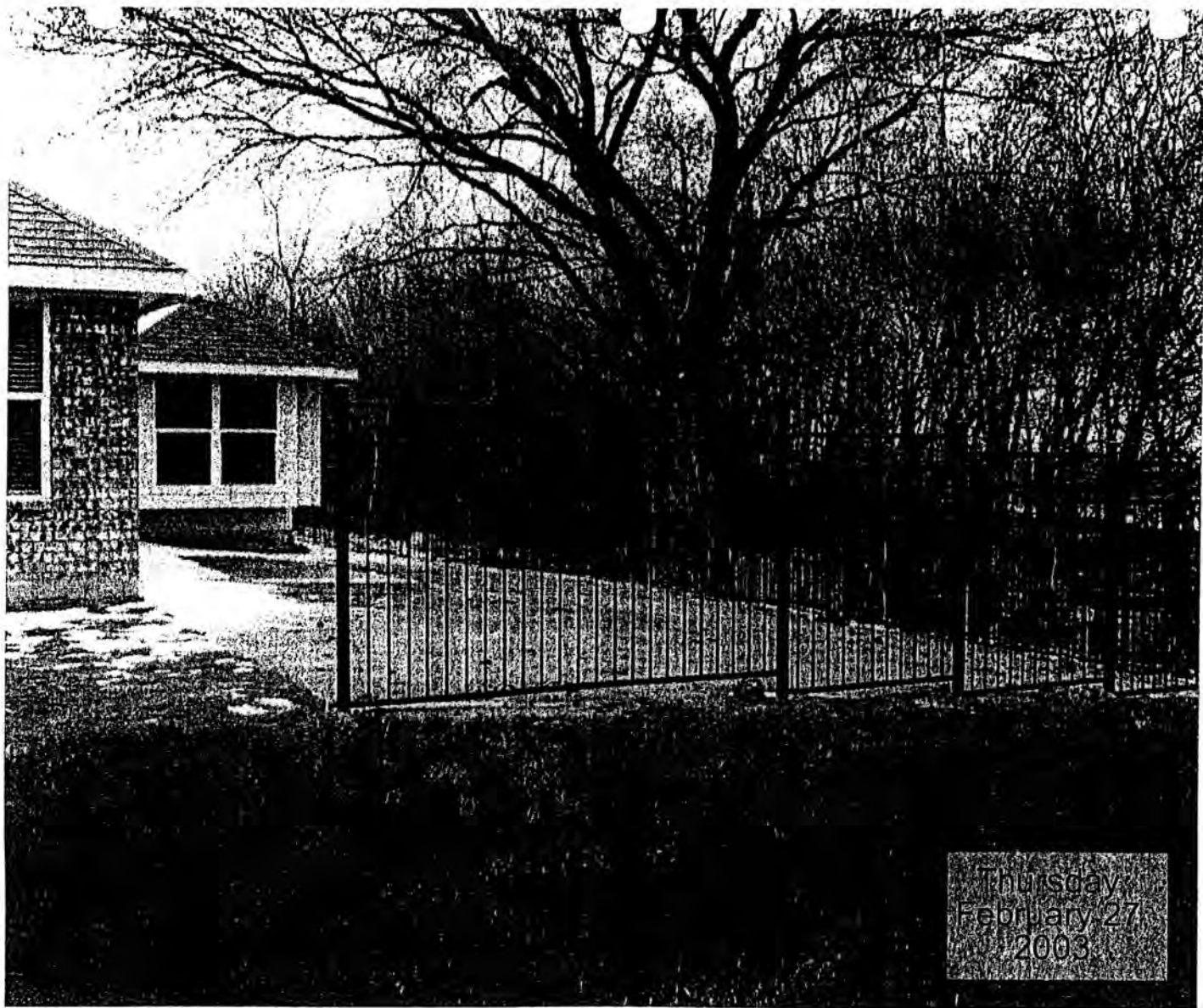
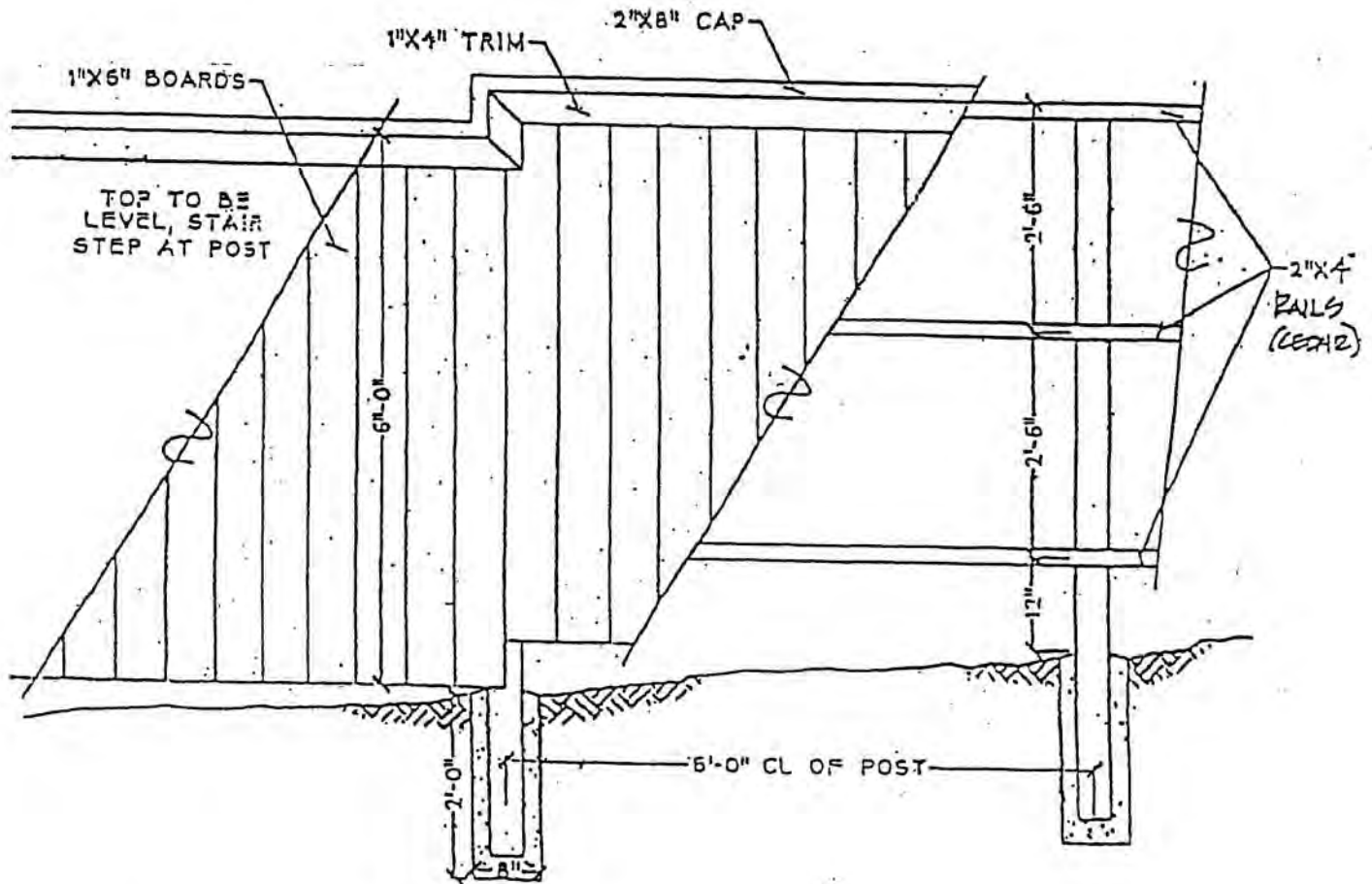


EXHIBIT "C-2"WOOD FENCE DETAIL

1"=2'-0"

WOOD TO BE WESTERN RED CEDAR. POSTS SHALL BE
 6" DIA. PIPE IN CONCRETE. 1"x6" BOARDS TO BE
 LAPPED BOARD ON BOARD.

FINISH COLOR TO BE STAIN/SEALER - BEHR 402 - REDTONE
 OR EQUIVALENT. (NOTE: COLOR IS NOT RED)

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CREEKSIDE ESTATES

This Second Amendment (this "Second Amendment") is made on the 11th day of November, 2002, by Estates at Creekside Development, Inc. ("Declarant"), a Texas corporation, in accordance with the provisions of Article X, Section 4, Subsection (a) of the Original Declaration (as hereinafter defined).

RECITALS:

WHEREAS, on June 20, 2002, Declarant caused that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates (the "Original Declaration") to be filed against Creekside Estates, Phase I, an Addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded in Volume N, Page 893 of the Map Records of Collin County, Texas (the "Property"), which Declaration was recorded against the Property in the Deed Records of Collin County, Texas, as Document Number 2002-0087926.

WHEREAS, on June 26, 2002, Declarant caused that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Creekside Estates (the "First Amendment"; the Original Declaration and First Amendment are collectively referred to as the "Declaration") which First Amendment was recorded against the Property in the Deed Records of Collin County, Texas, as Document Number 2002-0090761.

WHEREAS, Declarant hereby declares that the Declaration is amended in the following respects:

1. All capitalized terms used in this Second Amendment shall have the same meaning ascribed to such terms in the Declaration unless otherwise expressly defined herein.
2. If the Association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes as the Association.
3. Notwithstanding anything contained in the Declaration to the contrary, so long as there is a Class B Member, the U.S. Department of Housing and Urban Development ("HUD") and/or the Veterans Administration ("VA") shall be given the opportunity to approve the following events which approval shall not be unreasonably withheld, delayed or conditioned:
 - (a) annexation of additional properties into the Association;
 - (b) mergers and/or consolidations of the Association;
 - (c) mortgaging and/or dedication of the Common Areas;

- (d) dissolution of the Association; and
- (e) amendment to the Articles of Incorporation, Bylaws or the Declaration.

If HUD/VA does not provide its written approval as to any of the foregoing events within five (5) business days after receiving written notice thereof, HUD/VA shall be deemed to have approved such event, action or amendment.

4. Section 8(b) of the Original Declaration is hereby deleted in its entirety and replaced with the following:

"(b) **Class B.** The Class B Member shall be the Declarant who shall be entitled to three (3) votes for each unoccupied Lot owned by Declarant. Subject to the conditions set forth in the remainder of this paragraph, the Class B Membership shall be converted to Class A Membership upon the earlier of (i) the total votes outstanding in the Class A Membership equaling the total votes outstanding in the Class B Membership, (ii) July 1, 2022, or (iii) the recording in the Records of Collin County, Texas of a notice signed by Declarant terminating the Class B Membership. In determining the number of Lots owned by Declarant for the purpose of Class B Membership status hereunder, the total number of Lots covered by this Declaration, including all Lots annexed thereto as provided in the Declaration, shall be considered. In the event the Class B Membership has previously lapsed as provided in (i) above, but annexation of additional property restores the ratio of Lots owned by Declarant to the number required for Class B Membership status, such Class B Membership shall be reinstated until it expires pursuant to the terms hereof. "

5. Except as amended hereby, the Declaration shall remain in full force and effect strictly in accordance with its terms and are hereby ratified and reconfirmed for all purposes.

EXECUTED as of the day and year first above written to be effective on the day this Second Amendment is recorded in the official public records of Collin County, Texas.

DECLARANT:

ESTATES AT CREEKSIDE DEVELOPMENT, INC.,
a Texas corporation

By: 

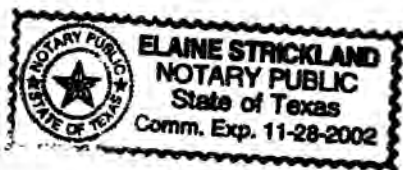
James J. Melino,
President



STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

This instrument was acknowledged before me on Nov. 11, 2002, by James J. Melino, President of Estates of Creekside Development, Inc., a Texas corporation, on behalf of such corporation.

[SEAL]



Elaine Strickland

Notary Public In And For
 The State Of Texas

 Printed Name of Notary

After Recording Return To:
 Mr. James J. Melino
 8235 Douglas Avenue
 Suite 650, LB-65
 Dallas, Texas 75225

JM

COPY

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CREEKSIDE ESTATES

THIS FIRST AMENDMENT (this "Amendment") is made on the 25th day of June, 2002, by Estates at Creekside Development, Inc. ("Declarant"), a Texas corporation, in accordance with the provisions of Article X, Section 4, Subsection (a) of the Declaration (as hereinafter defined).

RECITALS:

WHEREAS, on June 20, 2002, Declarant caused that certain Declaration of Covenants, Conditions and Restrictions for Creekside Estates (as amended from time to time, the "Declaration") to be filed against Creekside Estates, Phase I, an Addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume N, Page 893 of the Map Records of Collin County, Texas (the "Property"), which Declaration was recorded against the Property in the Deed Records of Collin County, Texas, as Document Number 2002-0087926.

WHEREAS, the name of the Association (as defined in the Declaration) was incorrectly stated in the Declaration.

WHEREAS, Declarant hereby declares that the Declaration is amended in the following respects:

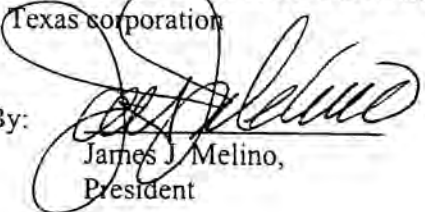
1. All references in the Declaration to Estates at Creekside Homeowners Association, Inc. are hereby modified to read Estates at Creekside Owners Association, Inc.
2. Except as amended hereby, the Declaration shall remain in full force and effect strictly in accordance with its terms and are hereby ratified and reconfirmed for all purposes.

EXECUTED as of the day and year first above written to be effective on the day this Amendment is recorded in the official public records of Collin County, Texas.

DECLARANT:

ESTATES AT CREEKSIDE DEVELOPMENT, INC.,
a Texas corporation

By:

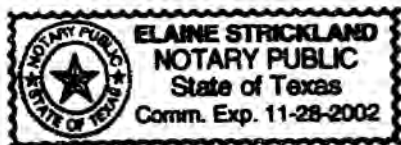

James J. Melino,
President

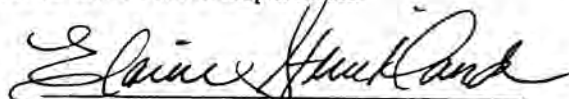
STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me on June 25, 2002, by James J. Melino, President of Estates at Creekside Development, Inc., a Texas corporation, on behalf of such corporation.




Notary Public in and for
the State of Texas

Dated: June 19, 2002

COPY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CREEKSIDE ESTATES

THIS DECLARATION is made on the date hereinafter set forth by **Estates at Creekside Development, Inc.**, a Texas corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property in the City of **Wylie**, Collin County, Texas, which is described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property");

WHEREAS, Declarant desires to create an exclusive planned community known as **Creekside Estates** (the "Subdivision") on the Property and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

WHEREAS, Declarant has deemed it desirable for the enforcement of this Declaration and the efficient preservation of the amenities in said subdivision, to create an Association (hereinafter defined) to which shall be delegated and assigned the power of administering and enforcing the assessments, conditions, covenants, easements, reservations and restrictions of this Declaration, including levying, collecting and disbursing the assessments; and

WHEREAS, there has been or will be incorporated, one or more non-profit corporations created under the laws of the State of Texas, including the first being the **Estates at Creekside Homeowners Association, Inc.**, whose directors will establish By-Laws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid. No more than one such non-profit corporation shall be in existence at any one time.

NOW THEREFORE, Declarant declares that the Property shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each of the Owners thereof.

ARTICLE I

DEFINITIONS

Section 1. "Property" shall mean and refer to the real property described on Exhibit "A", and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 2. "Association" shall mean and refer to **Estates at Creekside Homeowners Association, Inc.**, a Texas non-profit corporation, its successors, assigns or replacements which has jurisdiction over all properties located within the land encumbered by this Declaration, as same may be amended.

Section 3. "Lot" shall mean and refer to any plot of land indicated upon any recorded subdivision map (the "Plat") of the Property or any part thereof creating single-family homesites, with the exception of the Common Areas and areas dedicated in fee to a governmental authority or utility, together with all improvements thereon.

Section 4. "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to **Estates at Creekside Development, Inc.**, a Texas corporation, its successors and assigns who are designated as such in writing by the Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 7. "Common Areas" shall mean and refer to that portion of the Property, if any, dedicated to the Association pursuant to the final Plat of the Property (as well as the subdivision plat of any property annexed hereto pursuant to the provisions hereof) for the use and benefit of the Owners, including, without limitation, Lot 42 of Block A, Lots 63 and 64 of Block E, Lot 13 of Block D (community center and detention lake) and Lot 27 of Block G, together with any common areas hereafter annexed hereto as aforesaid.

Section 8. "Common Maintenance Areas" shall mean and refer to the Common Areas, Common Area amenities (including the amenity center, detention facilities, parking areas and sidewalks) and any entrance monuments (including landscaping and lighting), the boulevard medians and traffic circles (including landscaping and lighting) within Creekside Estates Drive and Lewis Drive, and the landscaping, if any, in, along and adjacent to the rights of way. Common Maintenance Areas shall not be deemed to include any drainage facilities, rights-of-way (except as described above), landscaping and other areas outside of the Common Areas and lying within dedicated public easements or rights-of-way (except as described above), or as otherwise indicated, which areas shall be maintained by the appropriate governmental authorities.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for **Creekside Estates**, and any amendments, annexations and supplements thereto made in accordance with the terms hereof.

ARTICLE II

HOMEOWNERS ASSOCIATION

Section 1. Membership. The Declarant and every other Owner of a Lot shall be a Member (herein so called) of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every Member shall have the right at all reasonable times during business hours to inspect the books of the Association.

Section 2. Funding. Subject to the terms of this Article, Declarant, for each Lot owned by Declarant, hereby covenants to pay, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association as hereinafter set

forth: (1) annual assessments or charges, and (2) special assessments for capital improvements, and (3) Special Member Assessments (as hereinafter defined), and (4) Start Up or Acquisition Assessments (as hereinafter defined), as applicable, such Assessments (herein so called) to be established and collected as hereinafter provided. Such Assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The Assessments, together with interest, costs, collection fees, late fees, reasonable attorney's fees and other charges payable hereunder, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment shall be made (hereinafter referred to as the "Assessment Lien"). Each such Assessment, together with interest, costs, collection fees, late fees, reasonable attorney's fees, and other charges payable hereunder, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due.

Section 3. Assessment.

(a) Units Owned by Class A Members. **Subject to the terms of this Article, each Lot is hereby subject to an initial maximum maintenance charge of \$40.00 per month or \$480.00 per annum (until such maintenance charge shall be increased by the Board of Directors of the Association (the "Board" or the "Board of Directors") as provided below, but not by more than twenty percent (20%) thereof in any annual period), for the purpose of creating a fund to be designated and known as the "maintenance fund," which maintenance charge and assessment will be paid by the Owner or Owners of each Lot in advance, in monthly, quarterly or annual installments as determined by the Board, commencing as to all Lots on the conveyance of the first Lot to a Class A Member (as defined in Section 8 of this Article II), subject, however, to the provisions set forth below regarding Lots owned by the Class B Member (as defined in Section 8 of this Article II). The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board at least thirty (30) days in advance of each affected assessment period. Initially, such assessments shall be paid annually in advance. Said rate may be adjusted from time to time by the Board as the needs of the Association may, in the judgment of the Board, require, subject, however, to the limitation on the increase thereof set forth above. The assessment for each Lot shall be uniform except as provided in Subsection (b) of this Section 3. Additionally, upon the initial sale of a Lot to any Class A Member (other than from the Declarant to a homebuilder), a special start up assessment (the "Start Up Assessment") equal to two hundred dollars (\$200) per Lot shall be assessed to such Class A Member and shall be due and payable to the Association upon conveyance of the Lot to such Class A Member. Such special start up assessment shall be available for any necessary expenditures of the Association. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.**

(b) Units or Lots Owned by Declarant. Notwithstanding the foregoing, Declarant shall be exempt from the annual maintenance assessments charged to Owners so long as there is a Class B Membership as set forth in Section 8. For such period of time as there is a Class B Membership in effect and Declarant's Lots are exempt from assessment as provided above, and in the event the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, Declarant may, but shall not be obligated to, provide the funds necessary to make up any such deficit, provided, however, if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected.

(c) Purpose of Maintenance Fund. The Association shall establish a maintenance fund of Owner's annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all Members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, such as the pool, pool cabana, tot lot, sprinkler systems, sidewalks, parking areas and detention facilities, provided the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions, and conditions affecting the property to which the maintenance fund applies; caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements of the Common Maintenance Areas. The fund shall be established and maintained out of regular annual assessments.

(d) Special Assessments For Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy and assess, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any non-recurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement within any Common Areas, including fixtures and personal property related thereto. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

Section 4. Special Member Assessments. The Board of Directors may levy a "Special Member Assessment" (herein so called) on any Member, to the extent any directly related insurance proceeds (if any) paid to the Association are not sufficient to pay all such costs, for the purpose of:

(a) Paying the cost of any damage or loss requiring maintenance, repairs or replacements of Common Areas, which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the act(s) of such Member, or such Member's family members, guests, invitees, agents, employees, occupants or visitors; and/or

(b) Cumulative of all other rights under this Declaration or otherwise permitted by judicial process (including the award of civil damages for a violation of these covenants and restrictions as set forth in Section 202.004(c) of the Texas Property Code), in the event an Owner fails to cure a violation of these covenants and restrictions and/or any rules or regulations promulgated by the Association after proper notice, and the Association incurs legal fees to enforce these covenants and restrictions and/or any such rules or regulations, all costs incurred by the Association in connection therewith, including attorneys fees and court costs, shall be charged to the Lot and Owner thereof as a Special Member Assessment which shall be secured by the Assessment Lien; and/or

(c) In the event an Owner fails to properly maintain his or her Lot including the Residence thereon, and the Association is required to enter upon the Lot to perform such maintenance as required to bring the Lot or the Residence thereon up to the standards set forth in these covenants and restrictions, such costs incurred by the Association shall be charged to the Lot and Owner thereof as a Special Member Assessment, secured by the Assessment Lien, as set forth in Section 1 of Article X hereof; and/or

(d) Paying the remedial charges, construction delay damages or Violation Fines referenced in Section 6 of this Article II, Section 2 of Article VIII and Section 3 of Article X hereof, respectively, or as otherwise set forth herein.

Section 5. Acquisition Assessments. At any time record title to a Lot is transferred to any new Owner (excluding homebuilders), an Acquisition Assessment shall be paid to the Association by such Owner at closing in the amount of Two Hundred and No/100 Dollars (\$200.00) for each Lot so acquired; provided, however, such Acquisition Assessment shall be waived in the event the special start up assessment provided for in Section 3(a) of this Article II is applicable to such transfer. Acquisition Assessments shall be in addition to, and not in lieu of, the regular annual assessment and shall not be considered an advance payment of such assessment. Acquisition Assessments shall be deposited into a separate account and disbursed therefrom by the Association for use in covering capital replacements, reserve expenses and other such expenses incurred by the Association pursuant to the terms of this Declaration or the Bylaws of the Association, or any amendments of, or supplements to, this Declaration or such Bylaws.

Section 6. Nonpayment of Assessments: Remedies of the Association.

(a) If any Assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such Assessment shall become delinquent and shall, together with late charges, collection fees and service charges [hereinafter defined in subparagraph (c)], and interest thereon at the highest permitted lawful rate per annum and costs of collection thereof (including attorneys' fees), thereupon become a continuing debt secured by the Assessment Lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an Assessment and demand the full payment thereof. The personal obligation of the Owner to pay such Assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Nonetheless, the Assessment Lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise deny liability for the Assessments provided herein by non-use of the Common Areas or by abandonment of his Lot.

(b) The Association is hereby granted permission and authority by each Owner to provide, at its sole option, written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any Assessment when such default has not been cured within thirty (30) days.

(c) If any Assessment or any part thereof remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month, or any part thereof, that any portion of any Assessment remains unpaid. Should any annual or special Assessment be payable in installments,

the Association is authorized to accelerate the entire Assessment and demand immediate payment thereof. The late charge shall be in the amount of Twenty-Five and No/100 Dollars (\$25.00) per month and shall serve to reimburse the Association for administrative expenses incurred to collect delinquent Assessments. The Association's managing agent shall be entitled to charge an Owner a monthly collection fee to compensate the managing agent for its efforts to collect delinquent Assessments. A service charge in the amount of Twenty and No/100 Dollars (\$20.00) shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, for time to time, by the Board consistent with any changes in the administrative costs to collect such Assessments or the Association's bank charges.

(d) If any Assessment or part thereof, late charges or service charges, are not paid when due, the unpaid amount of such Assessment, together with all late charges, collection fees and service charges, shall bear interest from and after the date when due at the rate set by the Board of Directors, not to exceed the highest permitted lawful rate per annum, and the Association may, at its election, retain the services of an attorney for collection and there shall also be added to the amount of such unpaid Assessment, late charge or service charge, any and all collection costs incurred hereunder by the Association, including reasonable attorneys' fees.

(e) The Association may, at its option, bring an action at law against the Owner personally obligated to pay any past due Assessments, or, upon compliance with the notice provisions required by law, foreclose the Assessment Lien through non-judicial foreclosure. There shall be added to the amount of such Assessment all costs incurred in such action, including attorneys' fees, and, in the event a judgment is obtained, such judgment shall include interest and reasonable attorneys' fees, together with Court costs. Each Owner expressly vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such Assessment Lien against such Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorneys' fees, shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce the payment of Assessments herein.

(f) No action shall be brought to foreclose said Assessment Lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date a Notice of Assessment Lien is deposited with the postal authority, certified or registered, postage prepaid to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of Collin County, Texas. Said Notice of Assessment Lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may include interest on the unpaid Assessments at the maximum legal rate), attorneys' fees incurred by the Association in collecting the amounts due, late charges, collection fees and expenses of collection in connection with the debt, all of which shall be secured by the Assessment Lien, and the name of the Association.

(g) Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code, or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the Association a power of sale as set forth in Section 51.002 of the Texas Property Code, including any successor statute, in connection with the foreclosure of the Association's Assessment Lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(h) Upon the timely curing of any default for which a Notice of Assessment Lien was recorded by the Association, the Association's attorney is hereby authorized to file of record an appropriate Release of such Notice of Assessment Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing or recording the Release of Notice of Assessment Lien.

(i) The Assessment Lien and the right to conduct a non-judicial foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right to recover a money judgment for unpaid Assessments as above provided.

Section 7. Subordination of the Assessment Lien to Mortgages. The Assessment Lien provided for herein shall be subordinate and inferior to all mortgage or deed of trust liens, present and future, given, granted and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to the foreclosure sale, on a pro-rated basis, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve such Lots from liability for the amount of any pro-rated Assessments or any Assessments thereafter becoming due or from the lien securing payment of any such subsequent Assessment.

Section 8. Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of Declarant [until the occurrence of the events referenced in Section 8(b) below which converts Declarant's Class B Membership to a Class A Membership] and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any one Lot.

(b) Class B. The Class B Member shall be Declarant who shall be entitled to ten (10) votes for each unoccupied Lot owned by it. The Class B Membership shall cease and be converted to a Class A Membership (i) one hundred (100) days after the conveyance of the Lot which causes the total votes outstanding in the Class B Membership to be less than fifty (50), or (ii) ten (10) days after conveyance of the last Lot owned by Declarant, or (iii) upon the filing in the Land Records of Collin County, Texas, of a notice signed by Declarant of the termination of the Class B Membership, whichever occurs first. The Class B Membership shall be reinstated at any time before the expiration of twenty (20) years from the date of conveyance of the first Lot if additional Lots owned by Declarant are annexed to this Declaration in sufficient numbers to restore a ratio of at least one (1) Class B Lot for each ten (10) Class A Lots within the Property.

(c) Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any Assessment duly established pursuant to this Article or is otherwise in default hereunder or under the Bylaws or rules and regulations of the Association and such suspension shall apply to the proxy authority of any voting representative, if any.

Section 9. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all Members, or delivered to their Units, not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. Unless otherwise provided in this Declaration, the presence of Members, in person or by proxy, entitled to cast thirty percent (30%) of the votes of the membership shall constitute a quorum at any such meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be two-thirds (2/3rds) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Exempt Property. The following property otherwise subject to this Declaration shall be exempt from the Assessments and charges created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Areas as defined in Article I hereof;
- (c) Any and all areas which have been reserved by the Declarant on the recorded Final Plat(s) of the Property; and
- (d) All Lots owned by Declarant as a Class B Member until conveyance to a Class A Member.

ARTICLE III

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

Section 1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay out of the maintenance fund provided in Article II above, the following:

- (a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
- (b) Care and preservation of the Common Maintenance Areas.
- (c) Legal and accounting services, if needed.
- (d) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board, including a policy or policies of insurance as provided in Article IV below.
- (e) Workers compensation insurance to the extent necessary to comply with any applicable laws, if needed.
- (f) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(g) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes, or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

Section 2. Powers and Duties of the Board. The Board, for the Benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(d) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation of the Common Areas and to amend or supplement them from time to time.

(f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damages or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(i) To collect all Assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

(j) To maintain all portions of the Common Areas within any drainage easements so that, at a minimum, positive surface drainage within such drainage easement areas will be maintained at all times.

Section 3. Board Power Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, the payment of which is to be made from the maintenance fund, and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

Section 4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interests of the Association.

ARTICLE IV

TITLE TO COMMON AREAS

Section 1. Association to Hold. The Association shall assume all maintenance obligations with respect to the Common Areas dedicated to the Association pursuant to the Plat of Phase I of **Creekside Estates** and any subdivision plat of any additional property annexed hereto pursuant to the terms hereof. Upon the dedication of the Common Areas to the Association pursuant to the Plat, fee simple title to the Common Areas shall thereafter be in the name of the Association, subject to the easements and other matters affecting the Common Areas as set forth herein, on the Plat or otherwise of record in the real property records of Collin County, Texas.

Section 2. Liability Insurance. From and after the date on which title to any Common Area vests in the Association, the Association has the authority to purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its Members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors. The Association shall use its best efforts to see that such policy shall contain, if available, cross liability endorsements or other appropriate provisions for the benefit of the Members, Board of Directors, the management company and other insureds, as their respective interests may be determined.

Section 3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps that it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event the Board determines that the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any remaining funds may be utilized by the Association for the general maintenance fund.

ARTICLE V

EASEMENTS

Section 1. Utility Easements. As long as Class B Membership shall be in effect, Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through, and under any portion of the Common Areas or any portion of any Lot outside of the permitted building area of such Lot, for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserve the right to retain title to any such easements. Upon cessation of Class B Membership, the Association shall have the right to grant the easements described herein.

Section 2. Declarant's Easement to Correct Drainage. As long as the Class B Membership shall be in effect, or for two years from the date of filing of the Plat, whichever is greater, Declarant hereby reserves a blanket easement on, over and under the ground within the Property to maintain and correct drainage of the surface waters and other erosion controls, in order to maintain reasonable standards of health, safety, and appearance and shall be entitled to remove trees or vegetation, without liability for replacement of damage, as may be necessary to provide adequate drainage for any portion of the Property. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any greater duty upon Declarant or the Association to correct or maintain any drainage facilities within the Property than that which is specifically set forth in this Declaration.

Section 3. Easement for Unintentional Encroachment. Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Areas caused by or resulting from construction, repair, shifting, settlement, or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

Section 4. Entry Easement. In the event that an Owner fails to maintain such Owner's Lot as required herein, or in the event of the need for emergency repairs, Declarant hereby reserves for itself and the Association an easement and right of entry on, over and under the ground within the Property to do the work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass and Declarant and the Association shall not be liable for any damage so created unless such damage is caused by Declarant's or the Association's willful misconduct or gross negligence.

Section 5. Drainage and Utility Easements. Easements for the installation and maintenance of utilities, storm water drainage facilities, surface drainage and storm water retention and/or detention ponds are reserved as may be dedicated on the recorded Plat. Within these easement areas, no structure, plant or material shall be placed or permitted to remain which may hinder or change the direction or flow of drainage channels or slopes within the easement area. The easement area within a particular Lot shall be maintained continuously by the Owner of the Lot so as to maintain, at a minimum, the positive surface drainage within those easement areas at all times. Furthermore, any use restrictions and maintenance requirements applicable to the foregoing areas as set forth on the Plat shall be complied with by the Owner of such areas.

Section 6. Temporary Completion Easement. All Lots shall be subject to an easement of ingress and egress for the benefit of Declarant, its employees, subcontractors, successors and assigns (including homebuilders), over and upon the front, side or rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by Declarant.

ARTICLE VI

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have the right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to establish and publish (and to amend and supplement) rules and regulations governing the use of the Common Areas affecting the welfare of the Association Members;

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purpose and subject to the conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each Class of Membership has been recorded agreeing to such dedication or transfer;

(d) All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, personal representatives, successors and assigns, perpetually and in full force.

Section 2. Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easement and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 3. Re-zoning Prohibited. No Lot shall be re-zoned to any classification allowing commercial, institutional or other non-residential use, nor shall the Property be re-zoned from its existing Planned Development designation, without the express consent of the Association and Declarant (as long as Declarant owns any Lot subject to this Declaration), which consent may be withheld in the Association's or Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved re-zoning at the expense of the enjoined party.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Appointments. Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledge about Declarant's concern for a high level of taste and design standards for the Property. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration.

Section 2. Successors. In the event of the death, resignation or removal by Declarant of any member of the Committee, the remaining members shall appoint a successor member. In default of such appointment, Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for, or to be liable for claims, causes of actions or damages arising out of, services performed pursuant to this Declaration.

Section 3. Approval of Plans and Specifications.

(a) The Committee shall have the right to disapprove any submitted Plans that are not in compliance with this Declaration if they are incomplete or if the Committee determines that such Plans are deficient for any reason. The Committee may base its approval or disapproval on, among other things:

(1) the architectural character of all proposed improvements, taking into consideration the aesthetic quality of any structure with respect to height, form, siding, exterior materials and roofing materials (with regard to type, scale, texture, color and durability);

(2) harmony of external design with improvements on other Lots.

(3) relation of topography, grade and finished ground elevation to that of adjoining Lots;

(4) conformity of the drainage plan with the drainage plan for the entirety of the Subdivision;

(5) screening of mechanical and other installations;

(6) extent and quality of landscape areas; and

(7) compliance with the purpose and general plan, intent and provisions of this Declaration, including, without limitation, the location of and design and materials for retaining walls.

(b) An Owner desiring to construct or install any improvements on such Owner's Lot must submit to the Committee its Plans, in duplicate, for such improvements that contain sufficient detail and information to show the following (the "Plans"):

(1) general plans for the residence showing exterior shape and location, elevations, height, exterior materials, window locations, roofing and colors of all exterior surfaces;

(2) Lot grading for drainage;

(3) retaining wall location, elevations and materials;

(4) fencing location, elevations and materials;

(5) driveway location and materials;

(6) swimming pool(s);

(7) landscaping;

(8) one hundred year flood plain; and

(9) other matters specifically required by the Committee.

(c) Approval of the Plans shall be based upon a determination by the Committee as to whether or not in its judgment, such Plans adequately meet objectives established for the Subdivision, with regards to aesthetic quality as well as meeting the requirements of this Declaration. Approval of any Plans with regard to certain improvements shall not be deemed a waiver of the Committee's right, in its sole and exclusive discretion, to disapprove similar Plans, or any of the features or elements included therein, for any other improvements or to refrain from granting similar variances.

(d) If any submission of Plans is not complete or does not include all data required by this Declaration, the Committee, within twenty-five (25) days after such submission, shall notify the Owner of such deficiencies, and such Plans shall not be considered to have been submitted until such deficiencies have been corrected. At such time as the Plans meet the approval of the Committee, one (1) set of Plans will be retained by the Committee and the other set of Plans will be marked "Approved" and returned to the Owner or such Owner's designated representative, accompanied by a statement of complete approval or approval based on certain conditions. If the Plans are not found to be in compliance with this Declaration, one (1) set of such Plans shall be returned marked "Disapproved", accompanied by a statement of the items found not to be in compliance with this Declaration or not to be acceptable to the Committee. Any modification or change to the approved Plans must again be submitted to the Committee for its inspection, review and approval.

(e) In the event a particular Owner engages in the business of constructing residential buildings for the purpose of resale or lease, such Owner may, in lieu of the plan approval process set forth above, submit to the Committee its plans and specifications for the various architectural plans with exterior elevations it intends to construct on the Lots, in duplicate, which plans and specifications shall contain sufficient detail and information to show the general plans for such residence showing exterior shape and location, elevations, height and window locations. The Committee shall approve or disapprove of same in the manner provided above. No further approvals of the Committee will thereafter be required for improvements by such Owner on the Lots unless such Owner materially modifies the plans and specifications for such approved exterior elevations or new exterior elevations are proposed by such Owner; provided, however, the Committee reserves the right to later require the submission for approval of any or all other matters required by the provisions set forth above (such as, without limitation, plot plans, landscape plans, fences, retaining walls, etc.). The plans and specifications for any such new or modified exterior elevations shall be subject to the approval of the Committee as provided above. Notwithstanding such general approval of the plans and specifications, all improvements constructed on a Lot shall comply strictly with the provisions of this Declaration. Any failure to so comply will entitle the Declarant, the Association and/or the Committee to exercise any and all rights of enforcement set forth in this Declaration.

Section 4. Standards. The committee shall have sole and absolute discretion with respect to taste, design and all standards that are specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property.

Section 5. Termination: Continuation. The Committee appointed by Declarant shall cease to exist on the earlier of: (a) the date on which all the members of the Committee file a document declaring the termination of the Committee, or (b) the date on which Units have been constructed on all Lots within the Property. Notwithstanding the above provision, at any time following the termination of the Committee appointed by Declarant, the Board of Directors of the Association shall have the right and authority to record an instrument which provides for a committee appointed by such Board of Directors (which may include one or more of such Board members) to continue the functions of the Committee appointed by Declarant. If there is no Committee appointed by Declarant or committee appointed by the Board as aforesaid, no approval by the Declarant's Committee or Board's committee shall be required under this Declaration until any such appointment shall occur and variations from the standards set forth in this Declaration shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Declarant's Committee or Board's committee during their periods of control.

Section 6. Liability of Committee. The members of the Committee shall have no liability for the decisions made by them so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the Plans submitted to the Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such Plans, or to check for such Plans' compliance with the general provisions of this Declaration, City codes, State statutes or the common law, whether the same relate to Lot lines, building lines, drainage, easements or any other issue.

Section 7. Failure of Committee to Act. In the event that any Plans are submitted to the Committee as provided herein, and such Committee shall fail either to approve or reject such Plans for a period of thirty (30) days following such submission, the Committee shall be deemed to have disapproved same.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Types of Buildings Permitted. All Lots shall be used for residential use only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height (**except for improvements on Lots 1-8, inclusive, of Block A and Lots 1-16, inclusive, of Block G, which shall not exceed one story in height**) and a private garage for not less than two (2) automobiles. Only one accessory type structure other than those mentioned above is permitted provided such structure is located behind the front line of the residential building and the minimum required side yard distances are maintained. The architecture of the buildings must compliment that of the residential building. Sheet metal siding and roofs are expressly prohibited. Notwithstanding anything contained herein to the contrary, no house may be constructed with an exterior elevation substantially similar to any other house constructed or under construction on either side of such house on the same side of the street from such house or nearer than the three houses across the street from such house, subject to review by the Committee.

Section 2. Timing for Construction Completion. All residences, including driveways, shall be completed and a certificate of occupancy issued with respect thereto within eighteen (18) months from the time the building permit therefor is issued. **If a residence is not completed on any Lot, and the certificate of occupancy therefor issued, on or before the expiration of eighteen (18) months from the date of the issuance of a building permit with respect thereto, the Board shall have the authority and the right in**

its sole and absolute discretion to assess and collect from the Owner of such Lot, as liquidated damages, the sum of Two Hundred and No/100 Dollars (\$200.00) per day for each day of non-compliance herewith, commencing on the first (1st) day of non-compliance herewith and continuing thereafter until the residence is completed and a certificate of occupancy therefor is issued (such amount being a reasonable estimate of the Association's actual damages resulting from any such delays, which actual damages would be difficult to ascertain). Any such assessment shall be a Special Member Assessment.

Section 3. Minimum and Maximum Floor Area, Roofs and Exterior Walls. Each single family dwelling constructed on any Lot shall conform to the requirements of City of Wylie Ordinance Number 99-32 (the "Ordinance"), a copy of which is attached hereto and made a part hereof for all purposes as Exhibit "B". Furthermore, and notwithstanding that the Ordinance may be less restrictive, the floor area of any dwelling on (a) an SF-A Lot (as defined in the Ordinance) shall be a minimum of 1,800 and maximum of 3,500 square feet, and (b) an SF-B Lot (as defined in the Ordinance) shall be a minimum of 2,000 square feet (with no maximum), in all cases exclusive of garages, breezeways and porches.

Section 4. Setbacks. No building shall be located on any Lot nearer to the property line for such Lot than the building line for such Lot as designated on the Plat or as may otherwise be required by the Ordinance. If two or more Lots are consolidated into one building site in conformity with the provisions of Section 6 of this Article VIII, these building setback provisions shall be applied to such resultant building site as if it were one original Lot. The ordinances of the City of Wylie, to the extent applicable to the Property on a less permissive basis than the Plat or the provisions of this Declaration, shall control over the provisions hereof or of the Plat.

Section 5. Driveways. All driveways are to be concrete or masonry. All driveways must be completed prior to occupancy. Gravel driveways are expressly prohibited. All driveway coatings shall be subject to the approval of the Committee.

Section 6. Combining Lots. Any person or entity owning two (2) or more adjoining Lots, after first obtaining Declarant's prior written consent (until such time as Declarant no longer owns a Lot), may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon and such other improvements as are permitted herein; provided, however, any consolidation thereof must comply with the laws, rules, ordinances and regulations of the City of Wylie. In the event of any such consolidation, the consolidated building lot shall continue to be treated as two (2) or more Lots for purposes of applying the provisions of this Declaration. Combining portions of Lots into a single building lot is prohibited.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Development Activity. Notwithstanding any other provisions herein to the contrary, Declarant and its successors and assigns (including homebuilders) shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of the dwelling Units on the Property.

Section 9. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 10. Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view, except with respect to the following:

(a) For Sale Signs. An Owner may erect one (1) sign not exceeding 2' X 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

(b) Declarant and/or Homebuilder Signs. Declarant and/or home builders with Declarant's approval may erect and maintain a sign or signs or a flag or flags for the construction, development, operation, promotion, marketing and sale of the Lots and/or the Units constructed or to be constructed on the Lots.

(c) Political Signs. No more than one political sign may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such sign shall not be erected more than ninety (90) days in advance of the election to which they pertain and is removed within fifteen (15) days after the election.

(d) Subcontractor Signs. No more than one subcontractor (such as a landscaping or swimming pool contractor) at any one time may temporarily erect their sign not to exceed 2' X 3', which sign shall be removed within thirty (30) days after completion of the job.

In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

Section 11. Campers, Trucks, Boats, Recreational Vehicles and Machinery and Equipment. No boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or any machinery or equipment (including lawn maintenance machinery or equipment) may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle, machinery or equipment be parked for storage or stored in the side or rear yard of any Residence unless completely concealed from public view. 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 12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Section 13. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage and other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 14. Sight Distances and Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot with the triangular area formed by the street boundary lines and a line connecting them at points twenty-five (25) feet from the intersection of the street boundary lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street boundary line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15. Garage Doors. Garage doors must remain closed to the extent practicable.

Section 16. Window Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building within the Property.

Section 17. Parking and Inoperable Vehicles. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas or within an easement area. All vehicles kept on a Lot must be inspected and licensed, and no inoperative motor vehicles and/or machinery or equipment shall be kept on any Lot unless housed within the garage.

Section 18. Commercial or Institutional Use. Business, trade, manufacturing, commercial or similar activities are not allowed to be conducted on the Property or any Lot, except that an Owner or occupant residing on a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the community; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Property; (d) the business activity or hobby does not involve the repair or refurbishment of automobiles; and (e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Committee.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged on a full or part time basis, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Lot shall not be considered a business or trade within the meaning of this subsection.

This subsection shall not apply to any activity conducted by the Declarant or a homebuilder with respect to their development, construction and sale of Lots in the Property or their use of any Lots within the Property.

Section 19. Fences, Walls. All fences and walls shall, at a minimum, conform strictly to the requirements of the Ordinance and the Plat. In that regard, **ANY LOTS BACKING TO 100 YEAR FLOOD PLAIN SHALL BE RESTRICTED TO USE OF ORNAMENTAL IRON FENCING (WITH A HEIGHT NOT LESS THAN 4' NOR MORE THAN 6') ON THE FLOOD PLAIN LINE AND THE ORNAMENTAL IRON FENCING (WITH A HEIGHT NOT LESS THAN 4' NOR MORE THAN 6') SHALL EXTEND A MINIMUM OF 20' ALONG THE SIDE PROPERTY LINES.** No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum front building setback line indicated on the applicable Plat, unless otherwise permitted by the Committee or the City of

Wylie, Texas. Furthermore, on Lots 1, 12, 13, 31, 32 and 43 of Block B, Lots 36, 37, 45, 46, 54 and 55 of Block E, Lot 26 of Block G and Lots 5 and 6 of Block H, the fence detail shown on Exhibit "C" attached hereto and made a part hereof for all purposes shall be utilized for all side yard fencing along Creekside Estates Drive and Lewis Drive, such fence to have the "good" side facing the street. With respect to Lots 23, 24, 34, 35 and 41 of Block A, the wood fence connection from the McCreary Road side of the residence constructed on each such Lot shall connect to the masonry wall along McCreary Road and not to the ornamental iron fencing. Except as specifically set forth below, all retaining walls are to be of brick, concrete or stone. All fencing walls or screening fences shall be of first quality residential type which is harmonious and compatible with the residential character of the development. All fences and walls shall be maintained in a sound state by the Owner and the Committee shall have the right to order compliance with this provision. Failure to maintain a fence or wall in a sound, orderly and secure state shall constitute a violation of this restriction. Neither the Association nor the Declarant shall have any responsibility whatsoever for the installation or maintenance of fencing or walls.

Section 20. Antennae, Satellite Dishes and Solar Collectors. The erection, construction, placement or installation of any television, radio or other electronic towers, serials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication upon a Lot or upon any improvements thereon is prohibited, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part I, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

To the extent that reception of an acceptable signal would not be impaired or the cost of installation would not be unreasonably increased, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land-use and building regulations.

No Owner may erect or maintain solar collector panels or other similar solar collector equipment upon any Lot unless such apparatus is not visible from the street or neighboring property and must be integrated with the dwelling and surrounding landscape.

Section 21. Chimneys. All fireplaces, flues, smokestacks and spark arrestors shall be completely enclosed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling.

Section 22. Clothes Hanging Devices. Exterior clothes hanging devices shall not be permitted.

Section 23. Window Treatment. No aluminum foil, reflective film, sheets, bedding, newspapers or other similar treatment shall be placed on window or glass doors.

Section 24. Building Standards. Notwithstanding anything contained herein to the contrary, no building or other improvement (including landscaping) shall be erected, planted or maintained on any Lot unless, at a minimum, it complies fully with all applicable standards therefor imposed by any governmental laws, rules, regulations and ordinances applicable to the Property, including, without limitation, the Ordinance. IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE

MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH GOVERNMENTAL REQUIREMENTS AND ANY REQUIREMENTS OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THIS DECLARATION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH CASE SUCH MANDATORY GOVERNMENTAL REQUIREMENTS SHALL APPLY AND COMPLIANCE THEREWITH SHALL NOT BE DEEMED TO BE A BREACH OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL AND CONTROL.

ARTICLE IX

ANNEXATION

Section 1. Annexation by Declarant. At any time during the initial term of this Declaration, Declarant may, at its sole option, annex additional property to this Declaration, upon which annexation such property shall be subject to the terms hereof to the same extent as if originally included herein and shall be additionally subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and any such additional restrictive covenants to be applied to such annexed property.

Section 2. Annexation by Action of Members. The Board may at any time request approval of the Membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by Members entitled to cast two-thirds (2/3) of the total votes in both classes of Membership. Any property that is contiguous to existing property encumbered by this Declaration may be annexed hereto according to the foregoing requirements; provided, however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Section 1 of this Article IX executed by the parties herein described.

Section 3. No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of Declarant or any other Member to annex any property to this Declaration and no owner of property excluded from this Declaration shall have any right to require the annexation of such property to this Declaration.

Section 4. Effect of Annexation on Class B Membership. In determining the number of Lots owned by Declarant for the purpose of Class B Membership status according to Article II, Section 8, the total number of Lots covered by this Declaration, including all Lots annexed hereto, shall be considered. If Class B Membership has previously expired and the annexation of additional property restores the ratio of Lots owned by Declarant to the number required for Class B Membership, such Class B Membership shall be reinstated.

ARTICLE X

GENERAL

Section 1. Owners Maintenance Responsibilities. The Owner of each Lot shall be responsible for the proper maintenance and upkeep of the Lot and improvements at all times, whether the Lot is improved or not. Prior to, and during, the improvement of a Lot, the Owner of the Lot shall keep any grass and weeds neatly mowed, and shall not permit the accumulation of trash, rubbish or other unsightly articles. Following completion of the improvements upon any Lot, each Owner shall maintain and care for all such improvements and all trees, foliage, plants and lawns on the Lot, and shall otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area, such maintenance and repair to include, but not be limited to: (a) the replacement of worn and/or rotted components, (b) the regular painting of all painted exterior surfaces, (c) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas and other exterior portions of the improvements to maintain an attractive appearance, and (d) regular mowing and edging of lawn and grass areas. Furthermore, an Owner whose Lot lies within any drainage easements dedicated to the City of Wylie, or as otherwise dedicated on the Plat, shall be required to maintain such areas so that, at a minimum, positive surface drainage is maintained within such areas at all times. **FURTHERMORE, AS PROVIDED ON THE PLAT, THE OWNERS OF EACH LOT THAT CONTAINS 100 YEAR FLOOD PLAIN SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE AREA WITHIN THE 100 YEAR FLOOD PLAIN. HOWEVER, THE LIMITS OF THE 100 YEAR FLOOD PLAIN ON EACH LOT ARE ALSO DESIGNATED AS A PUBLIC DRAINAGE EASEMENT TO ALLOW THE CITY TO ACCESS THE CREEK. THE LOT OWNERS SHALL NOT CONSTRUCT ANY IMPROVEMENTS (INCLUDING BUILDINGS, DECKS, RETAINING WALLS, DAMS, ETC.) WITHOUT A CITY APPROVED PERMIT.** Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Declarant or the Association, or either of them, at its option and discretion, but without any obligation to do so, and only after seven (7) days written notice to such Owner to comply herewith (except in an emergency situation, in which case immediate action without notice may be undertaken), may enter upon such Owner's Lot and undertake to maintain and care for such Lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse Declarant and/or the Association for the cost of such work within ten days after presentment of such statement, which amount shall be considered a Special Member Assessment hereunder.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by a proceeding initiated by a person or persons owning any Lot in the Property, by the Association, when directed by the Board, or by the County of Collin against any person or persons violating or attempting to violate any covenant or restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation or both or to enforce any lien created by this instrument. The Association, and each of its Board members, shall have an election and right, but not an obligation or duty, to enforce these covenants and restrictions by a proceeding or proceedings at law or in equity. Failure by the Association or any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Further, and with respect to any litigation brought against the Board, the Committee or any of its members or representatives arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, such members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them, unless the Board, the Committee or its members or representatives shall specifically be adjudicated liable to such claimant.

Section 3. Imposition of Violation Fines.

(a) In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the covenants and restrictions contained herein or any rules and regulations promulgated by the Association after proper notice thereof within ten (10) days after receipt of written notice from the Board or its agents designating the particular violation, the Board shall have the power and authority to impose upon that person a reasonable fine (the "Violation Fine"), not to exceed Five Hundred and No/100 Dollars (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed Five Hundred and No/100 Dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made and shall be considered a Special Member Assessment under Section 4 of Article II hereof.

(b) Upon notification of a violation of the Declaration or any rules or regulations, the Board of Directors will issue written notice to the Owner of such violation as provided by this Section 3, including a copy of this Section 3.

(c) Whenever an Owner, upon curing a violation of the Declaration or any rules or regulations after receiving written notice thereof as described in (b) above, receives written notice for the second time detailing a separate violation of the same provision of the Declaration or any rules or regulations, within eighteen (18) months from the date the Owner received the first written notice, such second written notice will also have a copy of this Section 3 attached.

(d) If a subsequent and separate violation of the same restriction or covenant or the same rule or regulation by the same Owner is noted, that being the third separate violation within eighteen (18) months from the date the Owner received the first written notice, then the Owner will automatically be assessed a Violation Fine in an amount not to exceed Five Hundred and No/100 Dollars (\$500.00) as provided and authorized by this Section 3 without the necessity of providing the Owner with the written notice requesting corrective action described in Section 3(a)-(c) above.

(e) The Board of Directors is hereby granted the authority to promulgate policies and procedures which will provide greater detail in establishing the notice of violation and enforcement procedures to be followed in handling violations of the covenants and restrictions.

Section 4. Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration and prior approval has been obtained from the City of Wylie upon the expiration of the initial twenty-five (25) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and countersigned by a duly authorized representative of the City of Wylie and properly recorded in the Collin County, Texas land records. This Declaration may be amended by an instrument signed by Owners constituting not less than sixty-five percent (65%) of the votes of the Association. Any amendment must be recorded. Notwithstanding anything contained herein to the contrary, this Declaration may be amended and/or changed in part as follows:

(a) By Declarant within the ten (10) year period following the recordation of this Declaration in the Land Records of Collin County, Texas; or

(b) By Declarant (after the ten year period following the date this Declaration was recorded in the Land Records of Collin County, Texas) upon the written consent of no less than fifty-one percent (51%) of the Owners of Lots subject to the Declaration.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, all of which unaffected provisions shall remain in full force and effect.

Section 6. Reserve Right of Declarant. Notwithstanding any other provisions hereof to the contrary, Declarant reserves the right (upon application and request of the Owner of any Lot) to waive, vary or amend (by appropriate letter to that effect addressed and delivered to such applicant Owner by Declarant) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of Declarant, such actions are necessary to relieve hardship or permit good architectural planning to be effectuated. Declarant also reserves the right, notwithstanding any provision hereof to the contrary, to consolidate, resubdivide and replat any Lot now or hereafter owned by Declarant without the requirement of any notice or consent of any Owner.

Section 7. Sales Office. Declarant may designate the location of a Sales Office for use in offering Lots for sale and for all purposes incident thereto. Said use is intended as temporary and shall cease at such time as seventy-five percent (75%) of the Lots in all have been sold and living Units constructed thereon. The foregoing does not apply to Model Homes.

Section 8. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all the Owners and their respective heirs, representatives, successors, purchasers, grantees, mortgagees and assigns. By the recording of the acceptance of a deed conveying a Lot of any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

Section 9. Failure of Association to Perform Duties. Should the Association fail to carry out its duties as specified in this Declaration, the City of Wylie or its lawful agents shall have the right and ability, after due notice to the Association, to remove any landscape system, features or elements that cease to be maintained by the Association; to perform the responsibilities of the Association if the Association fails to do so in compliance with any of the provisions of this Declaration or of any applicable City codes, ordinances or regulations; to assess the Association for all costs incurred by the City in performing said responsibilities if the Association fails to do so; and to avail itself of any other enforcement actions available to the City pursuant to state law or City codes, ordinances or regulations. Should the City exercise its rights as specified above, the Association shall indemnify and hold harmless the City of Wylie from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the City's removal of any landscaping systems, features or elements that cease to be maintained by the Association or from the City's performance of the aforementioned operations, maintenance or supervision responsibilities of the Association due to the Association's failure to perform said duties.

Section 10. Liability Limitations. Neither the Declarant, nor any Member, officer of the Association or member of the Board of Directors of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Declarant, the Association, its directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. The Common Areas may be subject to storm water overflow, natural bank erosion and other natural or man-made events or occurrences to extents which cannot be defined or controlled. Under no circumstances shall the Declarant ever be held liable for any damages or injuries of any kind or character or nature whatsoever resulting from: (i) the occurrence of any natural phenomena; (ii) the failure or defect of any structure or structures situated on or within the Common Areas; and (iii) any act, conduct, omission or behavior of any individual, group of individuals, entity or enterprise occurring on, within or related to the Common Areas.

Section 11. Lot Sale and Repurchase Provisions. Should, for any reason, (1) the Owner of a Lot elect to resell its Lot rather than to proceed with construction of a residence on such Lot, or (2) the Owner of a lot fails to commence construction of a residence on such Lot within eighteen (18) months following such Owner's purchase thereof from Declarant, Declarant, and/or its assigns, shall have the option to repurchase the Lot at the purchase price paid by the Owner thereof to Declarant for such Lot at the initial closing thereof. If Declarant does not exercise its option to repurchase the Lot by written notice to the Owner within thirty (30) days after (A) the Owner's written notice of the availability of such option with respect to subclause (1) above, or (B) the later of the date upon which (x) the Owner has failed to commence construction of a residence on such Lot within eighteen (18) months following such Owner's purchase thereof from Declarant, or (y) the Owner has provided written notice to Declarant that it has failed to commence construction within said eighteen (18) month period, then the Owner may sell the Lot to any other party who shall be obligated to abide by all of the provisions of this Declaration. In the event Declarant elects to repurchase such Lot, it shall consummate such repurchase within sixty (60) days after the exercise of its repurchase option.

Section 12. Compliance with Laws. At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Property and any improvements thereon. If any provision contained in this Declaration or any supplement or amendment thereto is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

Section 13. Conflict and Eligibility. If an Owner is involved in litigation with the Association as to a conflict of interpretation of this Declaration, the rules and regulations promulgated by the Association, the Bylaws of the Association and/or the amount of delinquent assessments, that Owner is not a Member in good standing. Furthermore, to be in good standing with the Association, the Member must have all assessments of every type and category paid up to date, have no outstanding financial obligations to the Association that are delinquent and shall have no current, uncured deed restriction violations on one or more Lots within the Subdivision. Eligibility to vote, to participate in any Association meetings or activities, or to serve as a representative, director or officer of the Association shall be predicated upon being a Member in good standing with the Association.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

DECLARANT:

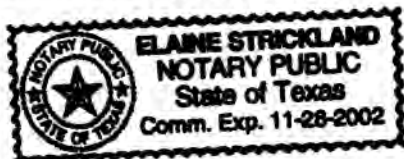
ESTATES AT CREEKSIDE DEVELOPMENT, INC.,
a Texas corporation

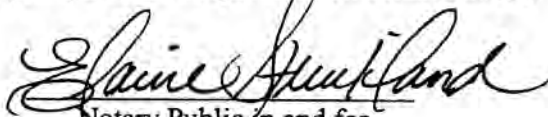
By: 

James J. Melino, President

STATE OF TEXAS S
 S
COUNTY OF DALLAS S

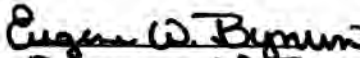
This instrument was acknowledged before me on the 18th day of June, 2002, by James J. Melino, President of Estates at Creekside Development, Inc., a Texas corporation on behalf thereof.




Notary Public in and for
the State of Texas

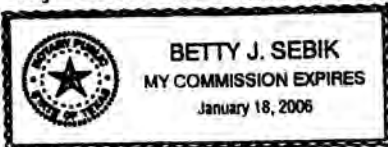
RATIFICATION BY LIENHOLDER:

COMERICA BANK - TEXAS

By: 
Name: EUGENE W. BYNUM
its [Vice] President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on June 19, 2002, by Eugene W. Bynum, [Vice] President of Comerica Bank - Texas, a state chartered bank, on behalf thereof.




Notary Public in and for
the State of Texas

Jjm\doc\0102\Declaration-Creekside-REVISED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE ESTATES - Page 25

EXHIBIT "A"

PROPERTY DESCRIPTION
CREEKSIDE ESTATES-PHASE 1

BEING a 84.378 acre tract of land situated in the John W. Mitchell Survey, Abstract No. 589, City of Wylie, Collin County, Texas and being a portion of that called 112.1246 acre tract of land described in deed to Campbell/Wylie Partners recorded in Volume 4343, Page 1370, Deed Records of Collin County, Texas (DRCCT), and a portion of that called 114.1554 acre tract of land described in deed to Campbell/Wylie Partners recorded in Volume 4137, Page 1120, DRCCT, said 84.378 acre tract of land being more particularly described as follows:

BEGINNING at a railroad spike found for the southwest corner of said 112.1246 acre tract of land and being the point of intersection of the centerline of McCreary Road (County Road No. 245), (a 60-foot right-of-way by prescription) with the old centerline of McMillen Road (County Road No. 298), (a 70-foot right-of-way, the south 50-feet by dedication and the north 20-feet by prescription);

THENCE North 00°36'44" East along the west line of said 112.1246 acre tract of land and the centerline of said McCreary Road, a distance of 2669.90 feet to a railroad spike found for the northwest corner of said 112.1246 acre tract of land same being the southwest corner of that called 80 acre tract of land described in deed to E. Donihoo recorded in Volume 549, Page 461, DRCCT;

THENCE North 89°33'32" East along the common line of said 112.1246 acre tract of land and said 80 acre tract of land, a distance of 601.40 feet to a point for corner in the approximate centerline of a creek;

THENCE generally along the centerline of a creek the following;

South 22°42'50" East, a distance of 28.39 feet to a point for corner;

South 27°56'57" West, a distance of 50.49 feet to a point for corner;

South 29°21'16" East, a distance of 104.38 feet to the point of curvature of a non-tangent curve to the right having radius point which bears South 25°24'31" East, a distance of 450.00 feet;

THENCE northeasterly with said curve to the right through a central angle of 10°20'37" for an arc distance of 81.24 feet, a chord bearing of North 69°45'47" East and a chord distance of 81.13 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the end of said curve;

THENCE South 15°03'54" East, a distance of 50.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of curvature of a non-tangent curve to the left having a radius point which bears South 15°03'54" East, a distance of 400.00 feet;

THENCE southwesterly with said curve to the left through a central angle of $09^{\circ}50'11''$ for an arc distance of 68.67 feet, a chord bearing of South $70^{\circ}01'00''$ West and a chord distance of 68.59 feet to a point for corner in the approximate centerline of said creek;

THENCE generally along the centerline of a creek the following;

South $29^{\circ}55'53''$ East, a distance of 66.00 feet to a point for corner;

South $44^{\circ}22'24''$ East, a distance of 168.35 feet to a point for corner;

South $59^{\circ}59'16''$ East, a distance of 99.65 feet to a point for corner;

South $03^{\circ}21'08''$ West, a distance of 126.83 feet to a point for corner;

South $12^{\circ}23'28''$ East, a distance of 57.74 feet to a point for corner;

South $64^{\circ}40'22''$ East, a distance of 57.87 feet to a point for corner;

South $86^{\circ}52'52''$ East, a distance of 166.47 feet to a point for corner;

South $79^{\circ}44'15''$ East, a distance of 196.22 feet to a point for corner;

South $67^{\circ}11'23''$ East, a distance of 32.82 feet to a point for corner;

South $53^{\circ}20'57''$ East, a distance of 73.19 feet to a point for corner;

North $62^{\circ}18'10''$ East, a distance of 66.62 feet to a point for corner;

South $75^{\circ}58'31''$ East, a distance of 108.14 feet to a point for corner;

South $63^{\circ}37'19''$ East, a distance of 286.51 feet to a point for corner;

South $77^{\circ}28'53''$ East, a distance of 293.64 feet to a point for corner;

South $61^{\circ}46'58''$ East, a distance of 114.82 feet to a point for corner;

South $30^{\circ}59'07''$ East, a distance of 76.43 feet to a point for corner;

South $55^{\circ}56'44''$ East, a distance of 13.20 feet to the point of curvature of a non-tangent curve to the right having a radius point which bears North $68^{\circ}30'28''$ West, a distance of 467.50 feet;

THENCE southwesterly with said curve to the right through a central angle of $06^{\circ}46'21''$ for an arc distance of 55.26 feet, a chord bearing of South $24^{\circ}52'42''$ West and a chord distance of 55.23 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the end of said curve;

THENCE South $61^{\circ}44'07''$ East, a distance of 65.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of curvature of a non-tangent curve to the right having a radius point which bears North $61^{\circ}44'07''$ West, a distance of 532.50 feet;

THENCE southwesterly with said curve to the right through a central angle of $02^{\circ}06'20''$ for an arc distance of 19.57 feet, a chord bearing of South $29^{\circ}19'02''$ West and a chord distance of 19.57 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of curvature of a non-tangent curve to the right having a radius point which bears South $26^{\circ}40'47''$ West, a distance of 80.00 feet;

THENCE southeasterly with said curve to the right through a central angle of $63^{\circ}43'53''$ for an arc distance of 88.99 feet, a chord bearing of South $31^{\circ}27'17''$ East and a chord distance of 84.47 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of curvature of a non-tangent curve to the right having a radius point which bears South $58^{\circ}26'01''$ West, a distance of 932.50 feet;

THENCE southeasterly with said curve to the right through a central angle of $21^{\circ}34'51''$ for an arc distance of 351.23 feet, a chord bearing of South $20^{\circ}46'34''$ East and a chord distance of 349.16 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the end of said curve;

THENCE South $89^{\circ}41'40''$ East, a distance of 18.69 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South $00^{\circ}18'20''$ West, a distance of 50.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE North $89^{\circ}41'40''$ West, a distance of 11.01 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of curvature of a non-tangent curve to the right having a radius point which bears South $83^{\circ}07'23''$ West, a distance of 932.50 feet;

THENCE southeasterly with said curve to the right through a central angle of $07^{\circ}10'58''$ for an arc distance of 116.90 feet, a chord bearing of South $03^{\circ}17'09''$ East and a chord distance of 116.82 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of tangency;

THENCE South $00^{\circ}18'20''$ West, a distance of 125.41 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South $89^{\circ}41'40''$ East, a distance of 10.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South $00^{\circ}18'20''$ West, a distance of 50.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE North 89°41'40" West, a distance of 10.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South 00°18'20" West, a distance of 250.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South 89°41'40" East, a distance of 10.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South 00°18'20" West, a distance of 50.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE North 89°41'40" West, a distance of 10.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South 00°18'20" West, a distance of 250.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South 89°41'40" East, a distance of 10.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South 00°18'20" West, a distance of 50.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE North 89°41'40" West, a distance of 10.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South 00°18'20" West, a distance of 200.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner in the south line of the aforementioned 114.1554 acre tract of land same being the north that called 49.7752 acre tract of land described in deed to Ashton Dallas Residential, L.L.C. recorded in Volume 4507, Page 1955, DRCCT and being in the approximate centerline of the aforementioned McMillen Road;

THENCE North 89°41'40" West along the common line of said 114.1554 acre tract of land and said 49.7752 acre tract of land and said centerline of McMillen Road, a distance of 413.50 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the southwest corner of said 114.1554 acre tract of land same being the southeast corner of that called 5.00 acre tract of land described in deed to Gene Lewis recorded in Volume 606, Page 546, DRCCT;

THENCE along the common line of said 114.1554 acre tract of land and said 5.00 acre tract of land the following:

North 00°40'50" East at a distance of 25.00 feet passing a 1-inch iron pipe found continuing along said common line in all for a total distance of 837.60 feet to a 5/8-inch iron rod found for corner;

South $89^{\circ}47'50''$ West, a distance of 264.00 feet to a 5/8-inch iron rod found for the northwest corner of said 5.00 acre tract of land, being in the common line of said 114.1554 acre tract of land and the aforementioned 112.1246 acre tract of land and being the point of curvature of a curve to the left having a radius of 750.00 feet;

THENCE southwesterly with said curve to the left through a central angle of $27^{\circ}15'23''$ for an arc distance of 356.79 feet, a chord bearing of South $76^{\circ}10'09''$ West and a chord distance of 353.43 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of reverse curvature of a curve to the right having a radius of 2000.00 feet;

THENCE southwesterly with said curve to the right through a central angle of $13^{\circ}37'51''$ for an arc distance of 475.80 feet, a chord bearing of South $69^{\circ}21'22''$ West and a chord distance of 474.68 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of tangency;

THENCE South $76^{\circ}10'17''$ West, a distance of 189.26 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of curvature of a curve to the right having a radius of 1100.00 feet;

THENCE southwesterly with said curve to the right through a central angle of $14^{\circ}26'26''$ for an arc distance of 277.24 feet, a chord bearing of South $83^{\circ}23'31''$ West and a chord distance of 276.51 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE North $89^{\circ}23'16''$ West, a distance of 26.86 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE North $00^{\circ}36'44''$ East, a distance of 610.03 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of curvature of a non-tangent curve to the right having a radius point which bears North $05^{\circ}16'32''$ West, a distance of 1182.50 feet;

THENCE southwesterly with said curve to the right through a central angle of $02^{\circ}13'40''$ for an arc distance of 45.98 feet, a chord bearing of South $85^{\circ}50'18''$ West and a chord distance of 45.97 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of reverse curvature of a curve to the left having a radius of 600.00 feet;

THENCE southwesterly with said curve to the left through a central angle of $06^{\circ}27'03''$ for an arc distance of 67.55 feet, a chord bearing of South $83^{\circ}43'37''$ West and a chord distance of 67.52 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of reverse curvature of a curve to the right having a radius of 600.00 feet;

THENCE southwesterly with said curve to the right through a central angle of $10^{\circ}06'38''$ for an arc distance of 105.88 feet, a chord bearing of South $85^{\circ}33'25''$ West and a chord distance of 105.74 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for the point of tangency;

THENCE North 89°23'16" West, a distance of 285.83 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South 00°36'44" West, a distance of 1026.26 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South 89°33'04" East 60.00 feet northerly of and parallel to the south line of said 112.1246 acre tract of land, a distance of 199.96 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;

THENCE South 00°26'56" West, a distance of 60.00 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner in said south line of the 112.1246 acre tract of land same being the north line of that called 115.155 acre tract of land described in deed to Clayton/Cambridge Joint Venture recorded in Collin County Clerk's File No. 920045237, DRCCT;

THENCE North 89°33'04" West along the common line of said 112.1246 acre tract of land and said 115.155 acre tract of land, a distance of 246.13 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 3,675,526 square feet or 84.378 acres of land.

ORDINANCE NO. 99-32

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY TO PD, PLANNED DEVELOPMENT DISTRICT CLASSIFICATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Wylie, Texas, in compliance with the laws of the State of Texas with reference to the amendment of the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to owners of the affected property, the governing body of the City is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1.

That the Comprehensive Zoning Ordinance of the City of Wylie, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Wylie, to give the hereinafter described property a new zoning classification of PD, Planned Development District Classification, said property being described in Exhibits "A & B" attached hereto and made a part hereof for all purposes.

SECTION 2.

That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3.

That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of this zoning classification.

EXHIBIT "B"

SECTION 4.

Any person, firm or corporation violating any of the provisions of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, commits an unlawful act and shall be subject to the general penalty provisions of Section 38 of the Zoning Ordinance, as the same now exists or is hereafter amended.

SECTION 5.

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6.


This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

SECTION 7.

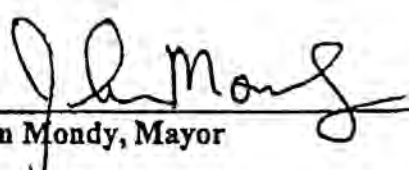
The repeal of any ordinance, or parts thereof, by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as effecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

DULY PASSED AND APPROVED by the City Council of the City of Wylie,
Texas, this 26 day of October, 1999.

ATTEST:


Barbara Salinas, City Secretary

By


John Mondy, Mayor

PROPERTY DESCRIPTION

BEING a 296.441 acre tract of land situated in the John W. Mitchell Survey, Abstract No. 589 and the L.M. Marshall Survey, Abstract No. 594, City of Wylie, Collin County, Texas and being all of that called 112.1246 acre tract of land described in deed to Campbell/Wylie Partners recorded in Volume 4343, Page 1370, Deed Records of Collin County, Texas (DRCCT), all of that called 114.1554 acre tract of land described in deed to Campbell/Wylie Partners recorded in Volume 4137, Page 1120, DRCCT and a portion of that called 209.3886 acre tract of land described in deed to Campbell/Wylie Partners recorded in Collin County Clerk's File No. 98-0032454, DRCCT, said 296.441 acre tract of land being more particularly described as follows:

BEGINNING at a rail road spike found for the southwest corner of said 112.1246 acre tract of land and being the approximate point of intersection of the centerline of McCreary Road (County Road No. 245), (a 60-foot right-of-way by prescription) with the old centerline of McMillen Road (County Road No. 298), (a 70-foot right-of-way, the south 50-feet by dedication and the north 20-feet by prescription);

THENCE North 00°36'44" East along the west line of said 112.1246 acre tract of land and the centerline of said McCreary Road, a distance of 2669.91 feet to a railroad spike found for the northwest corner of said 112.1246 acre tract of land same being the southwest corner of that called 80 acre tract of land described in deed to E. Donihoo recorded in Volume 549, Page 461, DRCCT;

THENCE North 89°33'32" East along the common line of said 112.1246 acre tract of land and said 80 acre tract of land, a distance of 1821.64 feet to a 1-inch iron rod found for the northwest corner of said 114.1554 acre tract of land;

THENCE North 89°30'07" East along the common line of said 80 acre tract of land and said 114.1554 acre tract of land, a distance of 849.74 feet to a 1/2-inch iron rod found for the southeast corner of said 80 acre tract of land same being the southwest corner of said 209.3886 acre tract of land;

THENCE North 01°18'59" West continuing along the common line of said 80 acre tract of land and said 209.3886 acre tract of land, a distance of 1335.57 feet to a 5/8-inch iron rod found for the northeast corner of said 80 acre tract of land same being the southeast corner of MOSS RIDGE ESTATES, an addition to the City of Parker described by plat recorded in Cabinet D, Slide 196, Plat Records of Collin County, Texas and being in the City Limit line of Wylie and Parker, Texas;

THENCE along said City Limit line the following:

North 88°41'01" East, a distance of 450.00 feet to a 5/8-inch iron rod found for corner;

North 01°18'59" West, a distance of 304.83 feet to a 5/8-inch iron rod found for corner;

North 88°41'01" East, a distance of 2210.33 feet to a 5/8-inch iron rod found for corner in the east line of said 209.3886 acre tract of land same being the west line of that called 157.53 acre tract of land described in deed to J.W. McDonald and Edna May McDonald recorded in Volume 254, Page 563, DRCCT;

THENCE along the common line of said 209.3886 acre tract of land and said 157.53 acre tract of land and generally along an old barbed wire fence the following:

South 00°20'48" East, a distance of 783.61 feet to a 5/8-inch iron rod found for corner;

South 00°19'37" West, a distance of 602.10 feet to a 5/8-inch iron rod found for corner;

South 01°05'37" West, a distance of 379.39 feet to a 1/2-inch iron rod found for the southwest corner of said 157.53 acre tract of land, the southeast corner of said 209.3886 acre tract of land and the northeast corner of that called 112.18 acre tract of land described in deed to J. B. Prince, Trustee recorded in Volume 3223, Page 956, DRCCT;

THENCE along the common line of said 209.3886 acre tract of land and said 112.18 acre tract of land and generally along an old barbed wire fence the following;

South 89°48'37" West, a distance of 134.04 feet to a fence post found for corner;

South 88°59'37" West, a distance of 202.00 feet to a fence post found for corner;

South 86°29'37" West, a distance of 375.46 feet to a fence post found for corner;

North 89°48'23" West, a distance of 248.38 feet to a fence post found for corner;

North 85°34'23" West, a distance of 347.00 feet to a fence post found for corner;

North 87°20'27" West, a distance of 251.13 feet to a 5/8-inch iron rod found for the northwest corner of said 112.18 acre tract of land and being the northeast corner of the aforementioned 114.1554 acre tract of land;

THENCE South 00°01'10" East along the common line of said 112.18 acre tract of land and said 114.1554 acre tract of land, a distance of 2668.50 feet to a 5/8-inch iron rod found for the southeast corner of said 114.1554 acre tract of land and being in the center of the aforementioned McMillan Road;

THENCE North 89°25'50" West along the south line of said 114.1554 acre tract of land some being the north line of that called 78.037 acre tract of land described in deed to Robert V. Thurmond, Jr. recorded in Volume 1814, Page 758, DRCCT, some being the center line of said McMillan Road, a distance of 801.10 feet to a 1/2-inch iron rod found for the northwest corner of said 78.037 acre tract of land some being the northeast corner of that called 51.096 acre tract of land described in deed to Debra S. Thurmond recorded in Collin County Clerk's File No. 95-0090832, DRCCT;

THENCE North 89°41'40" West continuing along the common line of said 114.1554 acre tract of land and said 51.096 acre tract of land and said centerline of McMillan Road, a distance of 877.70 feet to a 5/8-inch iron rod found for the southwest corner of said 114.1554 acre tract of land some being the southeast corner of that called 5.00 acre tract of land described in deed to Gene Lewis recorded in Volume 606, Page 546, DRCCT;

THENCE along the common line of said 114.1554 acre tract of land and said 5.00 acre tract of land the following;

North 00°40'50" East, a distance of 837.60 feet to a 1/2-inch iron rod found for corner;

South 89°47'50" West, a distance of 264.00 feet to a 1/2-inch iron rod found for the northwest corner of said 5.00 acre tract of land, being in the common line of said 114.1554 acre tract of land and the aforementioned 112.1246 acre tract of land and being the point of curvature of a curve to the left having a radius of 750.00 feet;

distance of 356.79 feet, a chord bearing of South 76°10'09" West and a chord distance of 353.43 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for the point of reverse curvature of a curve to the right having a radius of 2000.00 feet;

THENCE southwesterly with said curve to the right through a central angle of 13°37'51" for an arc distance of 475.80 feet, a chord bearing of South 69°21'22" West and a chord distance of 474.68 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for the point of tangency;

THENCE South 76°10'17" West, a distance of 189.26 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for the point of curvature of a curve to the right having a radius of 1100.00 feet;

THENCE southwesterly with said curve to the right through a central angle of 14°26'26" for an arc distance of 277.24 feet, a chord bearing of South 83°23'16" West and a chord distance of 276.51 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for corner;

THENCE North 89°23'16" West, a distance of 26.86 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for corner;

THENCE North 00°36'44" East, a distance of 610.03 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for the point of curvature of a non-tangent curve to the right having a radius point which bears North 05°16'32" West, a distance of 1182.50 feet;

THENCE southwesterly with said curve to the right through a central angle of 02°13'40" for an arc distance of 45.98 feet, a chord bearing of South 85°50'18" West and a chord distance of 45.97 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for the point of reverse curvature of a curve to the left having a radius of 600.00 feet;

THENCE southwesterly with said curve to the left through a central angle of 06°27'03" for an arc distance of 67.55 feet, a chord bearing of South 83°43'37" West and a chord distance of 67.52 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for the point of reverse curvature of a curve to the right having a radius of 600.00 feet;

THENCE southwesterly with said curve to the right through a central angle of 10°06'38" for an arc distance of 105.88 feet, a chord bearing of South 85°33'25" West and a chord distance of 105.74 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for the point of tangency;

THENCE North 89°23'16" West, a distance of 285.83 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for corner;

THENCE South 00°36'44" West, a distance of 1074.26 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for corner;

THENCE South 89°33'04" East 12.00 feet northerly of and parallel to the south line of said 112.1246 acre tract of land, a distance of 200.00 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for corner;

THENCE South 00°26'56" West, a distance of 12.00 feet to a 1/2-inch iron rod with cap stamped "Bury+Pittman" set for corner in said south line of the 112.1246 acre tract of land some being the north line of that called 115.155 acre tract of land described in deed to Clayton/Cambridge Joint Venture recorded in Collin County Clerk's File No. 920045237, DRCT;

THENCE North 89°33'04" West along the common line of said 112.1246 acre tract of land and said 115.155 acre tract of land, a distance of 246.04 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 12,912,958 square feet of 296.441 acres of land.

PLANNED DEVELOPMENT DESIGN STANDARDS
CREEKSIDE ESTATES
City of Wylie
September 15, 1999

SF-A - Single Family Residential Regulations

BLOCK E, LOTS 1-62; BLOCK F, LOTS 1-28; BLOCK G, LOTS 1-26; BLOCK H, LOTS 1-11

This classification shall conform to the City of Wylie SF-3 zoning classification except as noted below:

11.3 Area regulations.

(1) Size of yards

1. Front yard. There shall be a front yard having a depth of not less than 25 feet as measured from the front property line.
2. Side yard. There shall be a side yard on each side of the lot having a width of not less than 6 feet in width. A side yard adjacent to a side street shall not be less than 20 feet.
3. Rear yard. There shall be a rear yard, a depth of not less than 25 feet.

(2) Size of lot.

1. Lot area. No building shall be constructed on any lot of less than 7,200 square feet.
2. Lot width. The minimum width as measured as the front property line of the lot shall not be less than 60 feet.
3. Lot depth. The minimum depth of the lot shall be not less than 100 feet.

- (3) Minimum dwelling size.** The minimum floor area of any dwelling shall be 1,600 square feet exclusive of garages, breezeways and porches.

Additional Guidelines

- A.1 Exterior Wall Materials - A minimum of 75% of the dwelling's total exterior area, minus windows and doors, must be masonry veneer, such as brick, stone or stucco.
- A.2 Roofs - Roofs must be covered with composition material of at least 180 lb weight shingle and have a minimum pitch of 8:12.
- A.3 Fences and Walls - Fences may not exceed 6 feet in height. Fences must be made of masonry, wood or architectural metal. The use of chain link fencing is prohibited. Railroad ties may not be used for a retaining wall visible from the street.
- A.4 Screening - The owner of a lot must screen the following items from the view of the public and neighboring lots and dwellings, if any of these items exist on the lot:

1. Clotheslines
2. Drying racks
3. Hanging clothes, linens, rugs and textiles of any kind
4. Yard maintenance equipment
5. Wood piles and compost piles
6. Accessory structures such as dog houses, gazebos, metal storage sheds and greenhouses
7. Garbage can and refuse containers
8. Roof mounted antenna

Plant material such as trees and bushes may be used for screening.

A.5 *House Elevation* - No like house elevation shall be constructed adjacent to each other

A.6 *Landscaping* - The following minimum landscape features shall be installed prior to the initial occupancy:

1. Trees - a minimum of 6 inches in total diameter shall be installed. This may be accomplished by one 6 inch tree or multiple trees whose diameters add up to at least 6 inches.
2. Shrubs - eighteen (18) 3 gallon shrubs across the front of the house
3. Grass - solid sod from the fence to the front curb

SF-B Single Family Residential Regulations

BLOCK A, LOTS 1-41; BLOCK B, LOTS 1-48; BLOCK C, LOTS 1-3; BLOCK D, LOTS 1-12

This classification shall conform to the City of Wylie SF-2 zoning classification except as noted below:

10.3 *Area regulations.*

(1) *Size of yards*

1. Front yard. There shall be a front yard having a depth of not less than 25 feet as measured from the front property line.
2. Side yard. There shall be a side yard on each side of the lot having a width of not less than 7 feet in width. A side yard adjacent to a side street shall not be less than 20 feet.
3. Rear yard. There shall be a rear yard, a depth of not less than 25 feet.

(2) *Size of lot.*

1. Lot area. No building shall be constructed on any lot of less than 8,500 square feet.
2. Lot width. The minimum width as measured as the front property line of the lot shall not be less than 60 feet.
3. Lot depth. The minimum depth of the lot shall be not less than 100 feet.

- (3) *Minimum dwelling size.* The minimum floor area of any dwelling shall be 1,800 square feet exclusive of garages, breezeways and porches.

Additional Guidelines

- A.1 *Exterior Wall Materials* - A minimum of 75% of the dwelling's total exterior area, minus windows and doors, must be masonry veneer, such as brick, stone or stucco.
- A.2 *Roofs* - Roofs must be covered with composition material of at least 180 lb weight shingle and have a minimum pitch of 8:12.
- A.3 *Fences and Walls* - Fences may not exceed 6 feet in height. Fences must be made of masonry, wood or architectural metal. The use of chain link fencing is prohibited. Railroad toes may not be used for a retaining wall visible from the street.
- A.4 *Screening* - The owner of a lot must screen the following items from the view of the public and neighboring lots and dwellings, if any of these items exist on the lot:
1. Clotheslines
 2. Drying racks
 3. Hanging clothes, linens, rugs and textiles of any kind
 4. Yard maintenance equipment
 5. Wood piles and compost piles
 6. Accessory structures such as dog houses, gazebos, metal storage sheds and greenhouses
 7. Garbage can and refuse containers
 8. Roof mounted antenna

Plant material such as trees and bushes may be used for screening.

- A.5 *House Elevation* - No like house elevation shall be constructed adjacent to each other
- A.6 *Landscaping* - The following minimum landscape features shall be installed prior to the initial occupancy:
1. Trees - a minimum of 6 inches in total diameter shall be installed. This may be accomplished by one 6 inch tree or multiple trees whose diameters add up to at least 6 inches.
 2. Shrubs - eighteen (18) ³/₄ gallon shrubs across the front of the house
 3. Grass - solid sod from the fence to the front curb

SF-C - Single Family Residential Regulations

This classification shall conform to the City of Wylie SF-1 zoning classification except as noted below:

9.2 Area regulations.

(1) *Size of yards*

1. Front yard. There shall be a front yard having a depth of not less than 25 feet as measured from the front property line.
2. Side yard. There shall be a side yard on each side of the lot having a width of not less than 8 feet in width. A side yard adjacent to a side street shall not be less than 20 feet.
3. Rear yard. There shall be a rear yard, a depth of not less than 25 feet.

(2) *Size of lot.*

1. Lot area. No building shall be constructed on any lot of less than 10,000 square feet.
 2. Lot width. The minimum width as measured as the front property line of the lot shall not be less than 60 feet.
 3. Lot depth. The minimum depth of the lot shall be not less than 100 feet.
- (3) *Minimum dwelling size*. The minimum floor area of any dwelling shall be 2,000 square feet exclusive of garages, breezeways and porches.

Additional Guidelines

- A.1 *Exterior Wall Materials* - A minimum of 75% of the dwelling's total exterior area, minus windows and doors, must be masonry veneer, such as brick, stone or stucco.
- A.2 *Roofs* - Roofs must be covered with composition material of at least 180 lb weight shingle and have a minimum pitch of 8:12.
- A.3 *Fences and Walls* - Fences may not exceed 6 feet in height. Fences must be made of masonry, wood or architectural metal. The use of chain link fencing is prohibited. Railroad ties may not be used for a retaining wall visible from the street.
- A.4 *Screening* - The owner of a lot must screen the following items from the view of the public and neighboring lots and dwellings, if any of these items exist on the lot:
1. Clotheslines
 2. Drying racks
 3. Hanging clothes, linens, rugs and textiles of any kind
 4. Yard maintenance equipment
 5. Wood piles and compost piles
 6. Accessory structures such as dog houses, gazebos, metal storage sheds and greenhouses
 7. Garbage can and refuse containers
 8. Roof mounted antenna

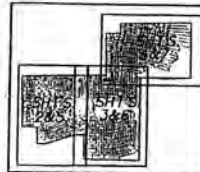
Plant material such as trees and bushes may be used for screening.

- A.5 *House Elevation* - No like house elevation shall be constructed adjacent to each other
- A.6 *Landscaping* - The following minimum landscape features shall be installed prior to the initial occupancy:
1. Trees - a minimum of 6 inches in total diameter shall be installed. This may be accomplished by one 6 inch tree or multiple trees whose diameters add up to at least 6 inches.
 2. Shrubs - eighteen (18) ³/₂ gallon shrubs across the front of the house
 3. Grass - solid sod from the fence to the front curb

CITY OF WYLIE, COLLIN COUNTY, TEXAS

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PRELIMINARY PLAT/DEVELOPMENT PLAN
3	PRELIMINARY PLAT/DEVELOPMENT PLAN
4	PRELIMINARY PLAT/DEVELOPMENT PLAN
5	PRELIMINARY UTILITY PLAN
6	PRELIMINARY UTILITY PLAN
7	PRELIMINARY UTILITY PLAN
8	PRELIMINARY LANDSCAPE PLAN
9	DETAILS

LANDSCAPE ARCHITECT: GARY J. DEFRAIN
8235 DOUGLAS AVENUE
SUITE # 550
DALLAS, TEXAS 75225
(214) 591-2556

VICINITY MAP
(NTS)

SHEET INDEX MAP
(WTS)

BENCHMARKS

FEAR the first of an east side of north concrete curb of bridge on PU 344
over Maxwell Creek.
Elevation = 532.75

- | | |
|--------|--|
| 750 #1 | SE spike and in NW line of P/P @ SEC of Inletton Road and Inletton Road @ THE South Fork Tule Park.
Direction = S48.63 |
| 750 #1 | SE spike and in west line P/P on west side of Inletton Road & 1000' south of Inletton Road.
Direction = S49.17 |
| 750 #1 | SE spike and in North line p/p of south side of Inletton Road 100' west of SEC South Fork Tule Park.
Direction = S31.89 |
| 750 #1 | " " on E/West south side of Inletton Road @ 100 feet west of the SEC South Fork Tule Park.
Direction = S45.18 |

GENERAL LEGEND

- | | |
|---|----------------|
|  | TELEPHONE LINE |
|  | WATER LINE |
|  | SEWER MAIN |
|  | STORM SEWER |
|  | GAS MAIN |
|  | FIRE HYDRANT |
|  | OIL WELL |
|  | SEWER |
|  | GAS |
|  | ELECTRIC |
|  | TELEPHONE |
|  | SEWER |
|  | GAS |
|  | ELECTRIC |
|  | TELEPHONE |
|  | SEWER |
|  | GAS |
|  | ELECTRIC |
|  | TELEPHONE |
|  | SEWER |
|  | GAS |
|  | ELECTRIC |
|  | TELEPHONE |
|  | SEWER |
|  | GAS |
|  | ELECTRIC |
|  | TELEPHONE |
|  | SEWER |
|  | GAS |
|  | ELECTRIC |

PRELIMINARY PLAN FOR REVIEW PURPOSES ONLY
"RECOMMENDATION FOR APPROVAL"

CHAIRMAN, PLANNING & ZONING COMMISSION

*APPROVED FOR PREPARATION OF FINAL PLAN

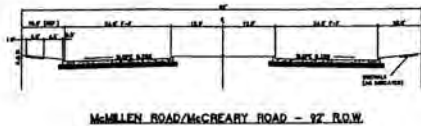
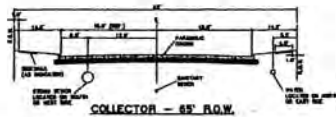
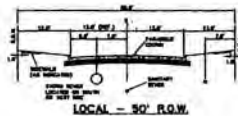
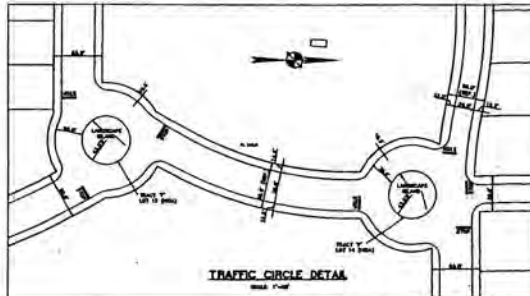
MAYOR, CITY OF WYLLIE, TEXAS

DATE: _____

DATE: _____



Bury+Pittman
Consulting Engineers and Surveyors
Dallas, Texas Tel 972/991-0911 Fax 972/991-0976
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ZONING SUMMARY

USE	AREA	PERCENT	PERCENTAGE OF TOTAL AREA
RESIDENTIAL	10.00 AC.	10.00%	10.00%
COMMERCIAL	10.00 AC.	10.00%	10.00%
INDUSTRIAL	10.00 AC.	10.00%	10.00%
AGRICULTURAL	10.00 AC.	10.00%	10.00%
UNDEVELOPED	10.00 AC.	10.00%	10.00%
TOTAL	100.00 AC.	100.00%	100.00%

RESIDENTIAL	10.00 AC.
COMMERCIAL	10.00 AC.
INDUSTRIAL	10.00 AC.
AGRICULTURAL	10.00 AC.
UNDEVELOPED	10.00 AC.
TOTAL	100.00 AC.

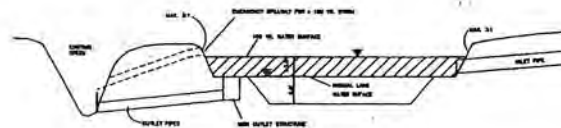
RESIDENTIAL	10.00 AC.
COMMERCIAL	10.00 AC.
INDUSTRIAL	10.00 AC.
AGRICULTURAL	10.00 AC.
UNDEVELOPED	10.00 AC.
TOTAL	100.00 AC.

HYDROLOGY SUMMARY

1.00 CFS
1.00 CFS
1.00 CFS

SANITARY SEWER CALCULATIONS

1.00 CFS
1.00 CFS
1.00 CFS



TYPICAL LAKE CROSS SECTION

