

**ENVELOPE
ATTACHED**

**DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
FOR
VILLAGES AT MAXWELL CREEK**

**STATE OF TEXAS §
 §
COUNTY OF COLLIN §**

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this _____ day of _____, by **SOWELL PROPERTY PARTNERS-ALLEN, L.P.**, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the land within Villages at Maxwell Creek, Phase One, an addition to the City of Allen, Collin County, Texas according to the plat thereof recorded at Volume K, Page 912, of the Map Records of Collin County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property"); and

WHEREAS, it is the desire and intention of Declarant to restrict said Property according to a common plan as to use, permissible construction, and common amenities so that all land within the Property shall be benefited and each successive owner of all or a part of said land shall be benefited by preserving the values and the character of said land; and

WHEREAS, Declarant desires to take advantage of the geographical features of the Property and proposes to establish a quality residential environment which is dependent upon and in furtherance of aesthetic considerations in order to create a special residential community having common areas, facilities and landscaping, and to provide for the maintenance, repair, operation and improvement of same; and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, to be binding upon each owner of a lot or lots within the Property, and which restrictions, covenants and conditions will also comply with the requirements of local governmental authorities and the zoning and subdivision ordinances and regulations of the City of Allen, Collin County, Texas; and

WHEREAS, Declarant has deemed it desirable, and in the best interests of the residents, owners, and future residents and owners of the Property, for the efficient preservation of the values and amenities in the Property and the maintenance, repair, operation and improvement of the common areas, facilities and landscaping, to create an entity to which would be delegated and assigned the powers of maintaining and administering same and enforcing these restrictions, covenants, easements, charges and liens, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant will cause to be incorporated the Villages at Maxwell Creek Homeowners Association, Inc., a Texas non-profit corporation, and will designate it as such entity; and

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that the Property, including such additions thereto as may hereafter be made pursuant to Article I, Section 3 hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth which shall run with the land and shall be binding upon all parties having any right, title, or interest in or to the Property, or any part thereof, and their heirs, successors, representatives and assigns. The covenants, conditions, restrictions, easements, charges and liens hereinafter set forth are covenants running with the land at law as well as in equity.

ARTICLE I - GENERAL PROVISIONS

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

a. "Association" shall mean and refer to the Villages at Maxwell Creek Homeowners Association, Inc., a Texas non-profit corporation, which will have the power, duty and responsibility of maintaining and administering the Common Areas, Common Facilities, Common Personalty, Detention

Areas, Drainage Areas and all Landscaping in the Common Areas, and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing the assessments and charges hereinafter prescribed.

b. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot for the purpose of selling same for profit.

c. "Common Areas" shall mean and refer to areas of land owned, leased or used by the Association, and/or easement areas for walls or fences, entryways, landscape medians, access or walkways, and other purposes benefiting the Members, including any improvements and Landscaping located thereon, for the common use, enjoyment and benefit of the Members of the Association, including, without limitation, the landscape buffers shown on the recorded plats of the Property created for the benefit of the Association.

d. "Common Facilities" shall mean and refer to the entry systems, walls, fences, security facilities, irrigation systems, lighting facilities, flagpoles, identification markers, and the like, owned, leased or used by the Association in fulfilling its duties and for the benefit of all Members of the Association.

e. "Common Personalty" shall mean and refer to any and all items of personal property owned or leased by the Association for the benefit of all Members or used by the Association in fulfilling its functions and carrying out its duties and purposes hereunder.

f. "Declarant" shall mean and refer to Sowell Property Partners-Allen, L.P., and its successors and assigns provided that an assign is designated in writing by Sowell Property Partners-Allen, L.P. as an assign of all, or part, of the rights of Declarant.

g. "Detention Areas" shall mean and refer to those areas within or outside of the Property which are designed and used to hold storm water runoff from the Property or to otherwise accommodate the drainage requirements of the Property.

h. "Drainage Areas" shall mean and refer to those areas within or outside of the Property which are designed and used to convey storm water runoff from the Property or to otherwise accommodate the drainage requirements of the Property.

i. "Landscaping" shall mean and refer to growing plants, including grass, plantings, vines, ground cover, trees, hedges, shrubs, flowers and the like.

j. "Lot" shall mean and refer to any parcel, plot, or tract of land identified by a lot and block number as shown upon any recorded subdivision map, plat, replat, or revision of the Property, as said recorded subdivision maps or plats may be amended and revised from time to time. Any parcel identified upon any such map or plat as a "Landscape Buffer" or any such parcel owned by the Association shall not be considered a "Lot" hereunder.

k. "Member" shall mean and refer to each Owner of a Lot or an undivided interest therein, who shall be a Member of the Association as provided in Article II hereof.

l. "Occupant" shall mean and refer to any person occupying or otherwise using a Lot and/or any house or dwelling situated on such Lot (including lessees).

m. "Owner" shall mean and refer to the owner of record (including Declarant), whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

n. "Property" shall mean and refer to the real property (including improvements) described in Section 2 of this Article I, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Section 3 of this Article I.

o. "Supplementary Declaration" shall mean and refer to an amendment or supplement to this Declaration executed or consented to by Declarant or by the requisite number of owners, if applicable, which subjects additional property to this Declaration and/or imposes expressly or by reference additional restrictions and obligations on the land described therein.

Section 2. Property Subject to Declaration. The real property covered by this Declaration is all of the real

property in Villages at Maxwell Creek, Phase One, an addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded at Volume K, Page 912, of the Map Records of Collin County, Texas.

All of the Property and any right, title or interest therein shall be owned, held, leased, sold, transferred and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth herein. The covenants, restrictions, conditions, easements, charges and liens herein set forth are covenants running with the land at law as well as in equity, and shall constitute a general plan for the benefit of and be enforceable by all present and future Owners of any Lot or Lots in the Property and their heirs, personal representatives, successors and assigns, as well as by Declarant and the Association.

Section 3. Additional Property Subject to Declaration. Additional property may be added to, or made subject to this Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth herein, in the following manner:

a. **Supplementary Declaration.** Additional property may be annexed by Supplementary Declaration into the jurisdiction of the Association with the consent of two-thirds (2/3) of the total eligible votes of the Members of the Association, voting in person or by proxy at a meeting called for such purpose; provided, however, additional phases of Villages at Maxwell Creek may be annexed by Declarant without such approval by the Members or their mortgagees. The Owners of Lots in such annexed property shall be entitled to the use and benefit of all Common Areas, as provided and limited herein, provided that the Lots in such annexed property shall be impressed with and subject to assessments by the Association as herein specified on a uniform, per Lot basis.

b. **Merger and Consolidation.** Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the consent of the holders of two-thirds (2/3rds) of the total eligible votes of each class of Members of the Association voting in person or by proxy at a meeting called for such purpose.

c. **Dissolution.** The Association may be dissolved with the consent given in writing and signed by the holders not less than two-thirds (2/3rds) of the total eligible votes of each class of Members voting in person or by proxy at a meeting called for such purpose. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes.

ARTICLE II – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Each and every person, persons, or legal entity who shall own any Lot in the Property, shall automatically be, and must remain, a Member of the Association. Such membership shall be appurtenant to each Lot and may not be severed from or held separately therefrom. **PROVIDED**, that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member.

Section 2. Classes of Members. The Association shall have two classes of membership:

a. **Class A Member.** Class A Members shall be all those persons or legal entities who own a Lot with the exception of Declarant. After the Conversion Date (hereinafter defined), Declarant shall also become a Class A Member to the extent that Declarant is the Owner of one or more Lots. When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Class A Members, and the vote for such part of the Property owned by such Members shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot in which such Members own undivided interests.

b. **Class B Member.** The Class B Member shall be Declarant. The Class B membership of

Declarant shall cease and become converted to Class A membership upon the occurrence of the earlier of the following (the "Conversion Date"):

- i. At January 1, 2020; or
- ii. When the total votes of the Class A Members equals or exceeds the total votes of the Class B Member; or
- iii. Such earlier date as may be established by Declarant in a written instrument recorded by Declarant in the Official Public Records of Real Property of Collin County, Texas.

Section 3. Voting Rights. The Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. Prior to the Conversion Date, the Class B Member shall be entitled to five (5) votes for each Lot it owns. From and after the Conversion Date, the Class B Member (as a converted Class A Member) shall be entitled to one (1) vote for each Lot in which it holds the interest required for Association membership. As stated hereinabove, where more than one person or entity holds such interest in any Lot, all such persons shall be Members, and the vote for such Members shall be exercised as the several parties shall determine among themselves. Similarly, for the purpose of calculating the voting for or consenting to any particular matter, a multiple of Members who own one Lot shall be counted as only one Member.

Section 4. Termination of Membership. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

ARTICLE III - ASSESSMENTS

Section 1. Covenants for Assessments. The Declarant, for each Lot owned by it within the Property (presently being all Lots within the Property), hereby covenants to pay, and each purchaser of any such Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay, to the Association, the following assessments (to the extent that any assessment pertains to a Lot owned by the Declarant or that purchaser and becomes due and payable on a date prior to or during the time that the Declarant or that purchaser is the Owner of that Lot): (1) Regular Annual Assessments (as specified in Section 3 of this Article III), (2) Special Assessments (as specified in Section 4 of this Article III), and (3) Special Member Assessments (as specified in Section 5 of this Article III), all of such assessments to be fixed, established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of protecting and promoting the comfort, collective mutual enjoyment, health, safety, and welfare of the Owners of the Property, or any part thereof, and for carrying out the purposes of the Association as stated in its Articles of Incorporation and this Declaration. The judgment of the Board of Directors of the Association in determining the functions to be performed by the Association, the amount of Regular Annual Assessments, Special Assessments and Special Member Assessments, and the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith.

Section 3. Regular Annual Assessments. Each Owner of a Lot shall pay Regular Annual Assessments (herein so called) to the Association.

a. **Purpose.** Regular Annual Assessments shall be levied upon each Lot to provide funds to the Association for the use and benefit of the Owners of the Property. Without limiting the generality of the foregoing sentence, the use of the Regular Annual Assessments by the Association may include without limitation, the financing of the following:

- i. Operation, maintenance, repair, and improvement of the Common Areas, the Common Facilities, Drainage Areas, Detention Areas, and the Common Personality, including funding of appropriate reserves for future repair, replacement and improvement of same;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Areas, Common Facilities, and Common Personality and any other property owned by the Association;

iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management and supervision of the Common Areas, Common Facilities, Drainage Areas, Detention Areas, and Common Personality;

iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;

v. Maintaining or replacing any Landscaping in the Common Areas;

vi. Designing, purchasing and installing any improvements to the Common Areas, Drainage Areas, and the Detention Areas;

vii. Mowing and routine maintenance of the Common Areas;

viii. Mowing and routine maintenance of, removing debris from, and repairing all areas of erosion within the Detention Areas and Drainage Areas, unless such maintenance work is performed by a municipal utility district or other governmental entity, or by an association of property owners in the event the Detention Areas or Drainage Areas serve property other than the Property (whether or not such an association is formed as a distinct legal entity by the owners of such property being served) (hereinafter referred to as a "Regional Owners Group");

ix. If a Regional Owners Group exists and performs maintenance of and improvements to the Detention Areas and Drainage Areas, paying assessments or costs to such Regional Owners Group as determined by the members of such Regional Owners Group as being a fair share of the cost to administer, maintain, repair, and improve the Drainage Areas and the Detention Areas.

x. Removing debris from the Common Areas;

xi. Lighting, improving and maintaining streets, alleyways, sidewalks, and paths in the Property;

xii. Collecting and disposing of trash, garbage, ashes, rubbish and other similar materials;

xiii. Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration and generally to represent the interests of the Association;

xiv. Employing policemen or watchmen and/or a security service;

xv. Carrying out the duties of the Board of Directors of the Association; and

xvi. Carrying out such purposes of the Association as generally benefit all Members of the Association.

b. Basis for Assessment. Subject to the provisions of subsection (d) below, Regular Annual Assessments shall be levied equally against each Lot by the Board of Directors of the Association on an annual basis. After consideration of current costs and future needs of the Association, the Board shall fix the Regular Annual Assessment at any amount not in excess of the hereinafter stated maximum.

c. Maximum Annual Assessment. Until January 1, 2000, the maximum Regular Annual Assessment shall be \$150.00 for each Lot. On and after January 1, 2000, the maximum Regular Annual Assessment may be increased each year not more than fifteen percent (15%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Regular Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association by Members voting in person or by proxy at a meeting called for such purpose.

d. Lots Owned by Declarant. Lots owned by the Declarant shall be subject to the obligation of payment of Regular Annual Assessments at the rate of 50% of the amount assessed against the Lots owned by Class A Members (other than Declarant).

Section 4. Special Assessments. In addition to the Regular Annual Assessments authorized by Section 3 hereof, the Association may, by vote of its members as set out in Section 6 hereof in any year or years, levy Special Assessments (herein so called).

a. **Purpose.** Special Assessments may be levied for the following purposes:

i. Defraying the cost of any new construction or reconstruction, unexpected repair or extraordinary maintenance, or replacement of capital improvements for and within the Detention Areas, Drainage Areas, Common Areas, Common Facilities, and Common Personality, including the necessary fixtures and personal property related thereto;

ii. Responding to unusual or emergency needs of the Association as a whole as may be expected to occur from time to time;

iii. Satisfying the obligation and responsibility of replenishing all or part of any escrow funds held by any third party or governmental authority which have been withdrawn to pay for obligations incurred or assumed by the Association under agreements with a third party or governmental authority;

iv. Indemnifying a director, officer, agent or employee of the Association pursuant to the indemnification provision of the Articles of Incorporation and Bylaws of the Association or this Declaration; and

v. Carrying out any other purposes that benefit the Association as a whole as stated in its Articles of Incorporation, Bylaws or as stated herein.

b. **Basis for Assessment.** Special Assessments shall be allocated and prorated among the Owners at the date each such Special Assessment is levied in the same manner as Regular Annual Assessments are allocated and prorated among the Lots pursuant to Section 3 of this Article.

Section 5. Special Member Assessments. In addition to the Regular Annual Assessments and any Special Assessments authorized in this Article III, the Association, by vote of its Board of Directors, may levy a Special Member Assessment (herein so called) in accordance with, and as provided in Section 2 of Article VI hereof and the Bylaws of the Association, as such Bylaws presently exist or are subsequently modified or amended.

Section 6. Vote Required for Special Assessments. The Special Assessments authorized by Section 4 hereof must be approved by two-thirds (2/3rds) of the total eligible votes of each class of the membership of the Association by Members voting in person or by proxy, at a meeting duly called for such purpose, a written notice of which shall be given to all Members at least fifteen (15) days in advance and shall set forth the purpose of such meeting.

Section 7. Commencement Date of Annual Assessments. The first Regular Annual Assessment provided for herein shall commence on a date in 1999 fixed by the Board of Directors of the Association and shall continue thereafter from year to year. The assessment for 1999 shall be adjusted according to the number of months remaining in such year and shall be due and payable thirty (30) days after notice of assessment is sent to the Owners of the Lots.

Section 8. Due Date of Assessments. On or before December 31 of each year commencing January 1, 1999, the Board of Directors shall fix the Regular Annual Assessment for the following calendar year which shall become due and payable on January 1 of such year and delinquent if not paid by March 1 of such year. If the Board of Directors fails, for any reason, to fix the Regular Annual Assessment on or before December 31 of any year, then the Regular Annual Assessment for the prior year shall be deemed to have been fixed for the following year until such time as the Board of Directors acts as to such following year. The due date of any Special Assessments under Section 4 hereof or of any Special Member Assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Owner's Personal Obligation for Payment of Assessments. The Regular Annual Assessments and all Special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments. No Owner may, for any reason, exempt himself from liability for such assessments. In the event that any assessment or installment thereof is not paid when due, then the unpaid amount of any such assessment or installment thereof shall become delinquent and shall, together with interest thereon as herein provided and costs of collection thereof, be a continuing personal obligation and debt of the non-paying Owner secured by the continuing lien imposed by this Declaration on the Lot,

including all improvements thereon, to which such assessment or installment thereof pertains.

The obligation of any Owner to pay any assessment imposed on a Lot prior to or during such Owner's period of ownership shall remain such Owner's personal obligation, and a sale or other transfer of title to such Lot shall not release such former Owner from said liability notwithstanding an assumption of liability by the purchaser or transferee. The lien imposed by this Declaration for any unpaid assessments shall be unaffected by any sale or transfer of full or partial ownership interests in a Lot, or portion thereof, and shall continue in full force and effect.

The unpaid amount of any assessment shall bear interest from its due date at eighteen percent (18%) per annum or the maximum legal rate of interest then prevailing, whichever is lesser. In addition, the Board of Directors of the Association may elect to retain the services of an attorney of its choice for the purposes of collecting any unpaid assessment and interest charges thereon, and/or to foreclose the lien imposed by this Declaration against the property subject thereto and/or to pursue any other legal or equitable remedy which the association may have and there shall be added to the amount of the unpaid assessment and interest charges therein, any and all collection costs incurred by the Association, whether judicial or non-judicial, and including, but not limited to, reasonable attorney's fees and costs of legal suit.

Section 10. Assessment Lien and Foreclosure. Declarant hereby imposes upon each and every Lot of land within the Property a continuing lien enforceable by the Association to secure the payment to the Association of the Regular Annual Assessments, Special Assessments and Special Member Assessments (together with interest and the cost of collection, including reasonable attorneys' fees as provided in Section 9 hereof) levied and allocated from time to time to the Owner or any prior Owner of that Lot of land in the Property (the "Association's Lien"). Each Owner of each Lot, by acceptance of the deed therefor and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to accept such Lot subject to the Association's Lien. Each Owner of each Lot, by acceptance of the deed therefor and whether or not it shall be so expressed in such deed, hereby expressly vests in the Board of Directors of the Association, or its agents, the right and power to bring all actions against each such Owner personally for the collection of all such assessments as a debt and to enforce the aforesaid Association's Lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to §51.002 of the Texas Property Code, as same presently exists or as it is subsequently amended; and each such Owner hereby expressly grants to the Board of Directors of the Association a power of sale in connection with said Association's Lien. The Board of Directors of the Association may file a notice of said Association's Lien in the Real Property Records of Collin County, Texas, and may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such non-judicial foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing signed by the President or a Vice-President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the official public records of real property of Collin County, Texas. The initial designation of a trustee by the Board of Directors of the Association shall be by an instrument in writing that is executed and filed in the same manner as an instrument changing the designated trustee. In any foreclosure proceedings, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association, and the Association shall have the right and power to bid on the property being foreclosed. The aforesaid Association's Lien shall be superior to all other liens and charges against the Property, except only for ad valorem tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of records, securing in either instance sums borrowed for the improvement and/or purchase of the property in question, to which said liens the Association's Lien shall be subordinate and inferior. Provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a foreclosure sale (whether public or private) of any such Lot pursuant to the terms and conditions of any such mortgage or deed of trust. Any foreclosure and sale of a Lot pursuant to said superior liens shall not relieve any such Lot's Owner of personal liability for the sums owing under this Article nor the new Owner thereof from liability for the amount of any assessments thereafter becoming due nor from the continuing lien imposed hereby securing payment of any such subsequent assessments (although that new Owner will have no liability for the pre-foreclosure assessments). The Association, acting through its Board of Directors, shall have the power to subordinate the aforesaid Association's Lien to any other lien.

Section 11. Common Properties Exempt. The Common Areas and any common properties of any other association which may merge or consolidate with the Association, and any common properties contained or defined within a Supplementary Declaration filed as provided in Article I, Section 3 of this Declaration, and all portions of the Property owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

Section 12. Certificate of Payment. The Board of Directors of the Association shall, upon the request of an Owner and the payment of a reasonable charge established by said Board, cause to be furnished to any such Owner liable for assessments, a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any assessments therein stated to have been paid.

ARTICLE IV – COVENANTS AND RESTRICTIONS

Section 1. Covenants Applicable. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the Lots.

a. Each Lot shall be used exclusively for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, hospital, townhouse, condominium, sanatorium or doctor's office, or other multi-family dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part thereof. No improvement or structure whatsoever, other than a first-class private dwelling house, patio walls, swimming pool, customary outbuildings, garage, servants' quarters, or guest house, may be erected, placed, or maintained on any Lot.

b. No Lot shall be further divided or subdivided nor shall the boundary line of any Lot be modified after a subdivision plat including such Lot has been approved and filed of record; provided, however, Declarant shall be permitted to subdivide or change the boundary line of any Lot owned by Declarant.

c. No sign of any kind shall be displayed to the public view on or from any part of any Lot, except signs temporarily used by Declarant or any Owner, of not more than five square feet, advertising the Lot for sale or rent, or signs of architects and builders during the period of construction and sale of improvements on any Lot.

d. The fences constructed on the side lot lines of Lots 11, 12 and 53, in Block B, and Lots 1, 24 and 25 in Block C, of Villages at Maxwell Creek, Phase One shall be constructed of wood and shall be constructed in accordance with the plans and specifications on Exhibit "A" attached hereto and incorporated herein by reference. If the fence constructed on the side lot line of such Lots is one-sided rather than two-sided, the front of the fence or side from which the support posts are not visible shall face Malone Road.

e. All roofs constructed upon any dwelling and/or other structures constructed, erected, or located upon any Lot shall be constructed with a minimum pitch of 6" by 12" and shall be constructed of three-tab compositional shingles in "earth-tone" colors.

f. No animals, livestock, or poultry shall be raised, bred, or kept upon any Lot, or portion thereof, except that no more than a total of three (3) dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and provided that they do not create a nuisance.

g. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

h. No Lot shall be used or maintained as a dumping ground for rubbish, nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators, containers, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and screened from view from any street or sidewalk. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No compost shall be permitted upon any Lot.

i. Facilities and lines for hanging, drying, or airing clothing or household fabrics shall be screened from view from any point on a street or sidewalk.

j. No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements and then such materials shall be placed within the property lines of the Lot upon which the improvements are to be erected, and shall not be placed in the street. No stumps, trees, underbrush, or any refuse of any kind, nor scrap material from the improvements being erected on any

Lot shall be placed on any adjoining Lots or streets. All such material, if not disposed of immediately, must remain on the Lot on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the Property.

k. No trailer, tent, shack, garage, or any structure of a temporary character shall at any time be erected or used on any Lot as a residence or business, either temporarily or permanently, except during actual construction of a building being erected thereon, and then such temporary structure must be on the Lot on which construction is in progress and not on adjoining Lots, streets, or easements, and at completion of construction, the temporary structure must be removed immediately. No such temporary structure shall be used for residential purposes during construction. No garage or outbuilding shall ever be used as a residence or business, either temporarily or permanently. Notwithstanding the foregoing, nothing contained herein shall prohibit the location of a trailer, mobile home, or other temporary structure on any part of the Property for use temporarily as a sales office for homes erected or to be erected by builders or developers. The size, location, and period of occupancy of such temporary sales offices shall be subject to the prior written approval of the Declarant, so long as Declarant owns one or more of the Lots, which approval may be given or withheld at Declarant's sole discretion, and if withheld, then the location and use of such trailer, mobile home or temporary structure for a sales office at the requested location shall be prohibited. Upon the expiration of the period of occupancy permitted by Declarant for such temporary sales office, such trailer, mobile home or temporary structure shall be removed immediately.

l. A motor boat, house boat, sail boat or other similar waterborne vehicle shall be maintained, stored or kept on any Lot only in an enclosed garage or if screened from view behind a solid fence located behind the building line.

m. All dwellings or residences constructed or erected upon any Lot shall face the road or street that the Lot faces as shown on the recorded plat and no portion of such dwelling or residence shall be nearer to the street property line of the Lot than is designated by the building line, if any, on the recorded plat.

n. The location of all structures constructed, erected, situated, or placed upon any Lot must be in conformance with the building lines, if any, as shown on the recorded plats of the Property, and the minimum building set-back lines established by the ordinances and regulations of the City of Allen.

o. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

p. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless (a) such apparatus is erected and maintained in such a way that it is placed in an unobtrusive location and appropriately screened from view at any point outside the boundaries of the Lot.

Section 2. Landscaping. All Lots shall be landscaped, and such landscaping shall:

a. Be required on all Lots contemporaneously with completion of other improvements, but in no event later than 30 days after first occupancy or completion of a residence, whichever shall first occur.

b. Provide for a minimum of one (1) live oak tree of at least 3" caliper in the front yard of each Lot, and provide for the planting of bushes of a minimum size of 5 gallons each along the front of the residence;

c. Not obstruct sight lines at street or driveway intersections;

d. Preserve existing trees to the extent practical; and

e. Permit reasonable access to public and private utility lines and easements for installation and repair.

f. The front yard of each Lot out to the street curb as well as the side yard of each Lot out to the street curb on all corner Lots shall be completely sodded by the Builder upon the completion of the residence.

g. Any and all lines and/or wires for communication or for transmission of sound or electrical

current not within a building shall be constructed or placed and maintained underground.

ARTICLE V – RESERVATION AND GRANT OF EASEMENTS

Section 1. Utilities. Easements for installation, construction, reconstruction, patrolling, inspection, maintenance, repair, removal, and/or addition of utility systems or facilities and for ingress and egress to or from and upon such utility easements are reserved by Declarant as shown on the plats of the Property, the provisions of said plats pertaining to the use of land situated within such utility easements being hereby referred to and incorporated herein for all purposes. Full right of ingress and egress shall be had by Declarant, and any municipal authority which provides utilities to the Property, at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. All claims for damages, if any, arising out of the construction, reconstruction, patrolling, inspection, maintenance, repair, removal and/or addition of utilities or on account of temporary or other inconvenience caused thereby, against the Declarant, or any utility company or municipality, or any of its agents or servants, are hereby waived by the Owners.

Section 2. Universal Easement. Each Lot and its Owner is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment due to engineering error, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist.

Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot. Notwithstanding the foregoing, in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners.

ARTICLE VI – MAINTENANCE

Section 1. Owner's Duty of Maintenance. The Owners and occupants of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing.
- c. Tree and shrub pruning.
- d. Watering.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repair of exterior damages to buildings and improvements and repainting of buildings and improvements when necessary.

Section 2. Enforcement. If, in the opinion of the Association (acting through its Board of Directors), any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association (acting through its Board of Directors) may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

The Owners and occupants of any Lot on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owners or occupants shall fail to reimburse the Association within ten (10) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of said Owners and occupants jointly and severally, and the Association may levy a Special Member Assessment in accordance with this Declaration and the Bylaws of the Association, as such Bylaws presently exist or are subsequently modified or amended, which Special Member Assessment is secured by the lien imposed by Article III, Section 10 of this Declaration, and is subject to foreclosure as is provided therein.

ARTICLE VII - COMMON PROPERTIES

Section 1. Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every Member of the Association shall have a non-exclusive right and easement of enjoyment in and to the Common Areas.

Section 2. Title to Common Properties. Declarant shall convey to the Association ownership of (a) the Landscape Buffers A, B, and C, as shown on the plat of Villages at Maxwell Creek, Phase One, an addition to the City of Allen, Collin County, Texas, recorded at Volume K, Page 912, Map Records of Collin County, Texas, and (b) any Common Facilities and/or Common Personalty owned by Declarant, and the Association shall be responsible for their operation, repair and maintenance, subject to the provisions of Section 3 hereinbelow.

Section 3. Drainage Facilities. In the event that the Detention Areas and Drainage Areas and the facilities in connection therewith are constructed by Declarant to serve property other than the Property subject to this Declaration, it is anticipated that the owners of such other property may be assessed or may reimburse Declarant for a portion of its costs incurred in connection with said construction, either at the time of construction or at some later date. Notwithstanding that Declarant may have conveyed ownership of the drainage facilities to the Association, Declarant is nevertheless entitled to receive and retain all such reimbursements or assessments for its own account. Any conveyance of said drainage facilities shall be specifically subject to the rights of the owners of other property served by said facilities (including Declarant). Nothing herein shall obligate Declarant to convey to the Association fee simple title to the Detention Areas or Drainage Areas, as it is contemplated that the Association's interest will be limited to a nonexclusive drainage easement.

Section 4. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

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

b. The right of the Association to sell, convey or dedicate to the appropriate governmental authority, the Common Areas, or any part thereof, provided such sale, conveyance or dedication is approved by a majority of the total eligible votes of each class of the Members of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of the meeting.

c. The right of the Association to borrow money for the purpose of improving, maintaining, or repairing the Detention Areas, Drainage Areas, Common Areas and/or Common Facilities, or any part thereof, and to mortgage the Common Areas, Common Facilities, or any part thereof, provided the mortgaging of the Common Areas is approved by a majority of the total eligible votes of each class of Members of the Association voting in person or by proxy, at a meeting duly called for such purpose.

d. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas and/or Common Facilities, or any part thereof, against foreclosure.

e. The right of the Association to suspend the voting rights and right to use the Common Facilities of any Member for any period during which any assessment or other amount owed by the Member to the Association remains unpaid or during which such Member is in violation of any of the provisions of this Declaration.

f. The right of the Association to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Areas, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any single infraction of such rules and regulation.

g. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities that are a part of the Common Areas.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

Section 1. Duration. This Declaration and the covenants, restrictions, conditions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of the Property, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2025, after which time said covenants, restrictions, conditions, charges, and liens shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the Members of the Association voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of such meeting.

Section 2. Amendment. This Declaration may be amended or terminated at any time by a majority of the total eligible votes of each class of membership of the Association voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of such meeting, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to January 1, 2005. Any such amendment or termination shall become effective when an instrument is filed for record in the Official Land Records of Real Property of Collin County, Texas, with the signatures of the requisite number of the Owners of the Property (and the signature of Declarant if prior to January 1, 2005).

Section 3. Enforcement. The Association, every Owner of any part of the Property, Declarant, and their respective legal representatives, heirs, successors and assigns, shall have the right (but not the duty) to enforce this Declaration and the covenants, restrictions, conditions, charges and liens contained herein. Enforcement of the covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, and against the Property to enforce any lien created by these covenants. Failure by the Association or any Owner or Declarant to enforce any such covenant, condition, restriction, charge or lien shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 5. Notice. Whenever written notice to the Owners (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owners appearing on the records of the Association (and as furnished to the Board of Directors by such Owners). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail, postage prepaid, properly addressed, whether received by the addressee or not.

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

Section 7. Number of Gender of Words. Whenever used in this Declaration, the singular number shall include the plural where appropriate, and vice versa; words of any gender shall include each other gender, where appropriate.

Section 8. Assignment. Declarant shall have the right to assign and/or delegate its rights, privileges, duties and obligations hereunder.

Section 9. Address of Declarant. The mailing address of Declarant is 3131 McKinney Avenue, Suite 200, Dallas, Texas 75204-2471.

Section 10. Insurance. The Board of Directors of the Association shall obtain insurance (the premiums for which shall be a common expense payable from property assessments) for all the Common Areas and the Common Facilities, as follows (such insurance to be in amounts designated by the Board of Directors unless an amount is specified in this Declaration):

- a. Insurance on all insurable improvements against loss or damage by fire and all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board of Directors deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full replacement cost thereof. The full replacement cost of such improvements shall be determined annually by the Board of Directors which may obtain an appraisal in making such determination, the cost of which shall be a common expense payable from property assessments.
- b. Comprehensive general liability insurance against claims for bodily injury or death (minimum coverage of \$300,000) and property damage (minimum coverage of \$100,000) suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Areas, and at least \$1,000,000.00 in "umbrella" coverage. Any policy obtained pursuant to this subsection (b) shall contain a cross-liability endorsement whereby the rights of a named insured shall not prejudice his, her or their action or actions against another named insured, and shall contain a "severability of interest" type of endorsement precluding the insurer from denying a claim of an Owner or the Association because of the negligent acts of other Owners or the Association.
- c. Such other insurance in such reasonable amounts as the Board of Directors shall deem desirable, including without limitation, director's and officer's liability insurance for the directors and officers of the Association against any liability asserted against any such party, or incurred by such party in such capacity, or arising out of such party's status as a director or officer; and fidelity bonds for any management company retained by the Board of Directors.
- d. All insurance provided for herein shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association. All insurance policies shall be held with insurance companies with an AM Best & Company rating of not less than an A + 9 rating.
- e. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas or the Common Facilities covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.
- f. Any damage or destruction to the Common Areas or Common Facilities shall be repaired or reconstructed unless Members holding a majority vote of each class of voting membership in the Association decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided however, that such extension shall not exceed sixty (60) days.
- g. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Areas or Common Facilities shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition.

Section 11. Bylaws of the Association. This Declaration contemplates and refers to Bylaws of the Association. No rights of Members created or described herein, and no provision hereof, shall impair, invalidate or limit the power and authority (which it expressly hereby has) of the Bylaws to (i) determine or set standards for determining which votes of Members of the Association are "eligible votes", (ii) set quorum requirements for the effective conducting of meetings of Members, the Board or any committee, (iii) authorize actions to be taken by Members, the Board or any committee by written consent of appropriate percentages, even without a meeting or prior notice, (iv) set meeting and notice requirements for subject matters addressed in the Bylaws and (v) otherwise to limit, enhance, impair and modify the voting rights and procedures provided for in this Declaration or under the Texas Non Profit Corporation Act; provided that, the Bylaws cannot (i) alter the prescribed percentage of votes necessary to amend a specific clause of this Declaration (subject to the determination of quorum and of "eligible votes"), (ii) alter the prescribed percentage of affirmative votes required for action to be taken under and as prescribed by this Declaration (subject to the determination of quorum and of "eligible votes") or (iii) remove, revoke or modify any right or privilege of the Declarant hereunder.

- a. To the extent that the Bylaws provide for a method of delivery (and the effectiveness thereof) of a notice to a Member, a director or the Association for a purpose stated in the Bylaws, and such method or effectiveness is inconsistent or in conflict with the methods of delivery (or the effectiveness thereof) allowed or prescribed by this Declaration, the provisions of the Bylaws shall be controlling.
- b. The Board of Directors shall adopt the initial Bylaws of the Association. Those Bylaws may be amended by Declarant on its own motion at any time prior to the Conversion Date. Alternatively, those Bylaws may be amended by (i) the vote of Members holding a majority of the total eligible votes of the Class "A" Members voting in person or by proxy at a meeting duly called for such purpose and (ii) the assent of the Class "B" Member, so long as such membership exists.

Section 12. Articles of the Association. Declarant shall cause the initial Articles of Incorporation of the Association to be prepared and filed. After Articles are approved and adopted by the Board of Directors, those Articles may be amended by (a) the vote of Members holding two-thirds of the total eligible votes of the Class "A" Members voting in person or by proxy at a meeting duly called for such purpose and (b) the assent of the Class "B" Member, so long as such membership exists.

EXECUTED as of the date set forth above.

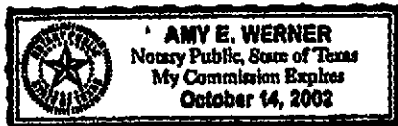
SOWELL PROPERTY PARTNERS-ALLEN, L.P.,
a Texas limited partnership

By: **SOWELL PROPERTY COMPANY-ALLEN, INC.**,
a Texas corporation, its general partner

By: [Signature]
Stephen L. Brown, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of April, 1999,
by Stephen L. Brown, President of **SOWELL PROPERTY COMPANY-ALLEN, INC.**, a Texas
corporation and general partner of **SOWELL PROPERTY PARTNERS-ALLEN, L.P.**, a Texas limited
partnership.



[Signature]
Notary Public, State of Texas

Amy E Werner

Name printed or typed
My Commission Expires: 10/14/02

APPROVAL OF LIENHOLDER:

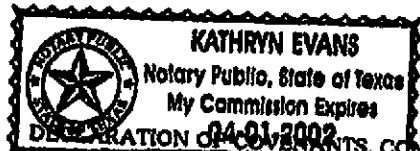
FIRST CONTINENTAL INVESTMENT CO., LTD., a Texas limited partnership

By: **FCC MANAGEMENT CO., LTD.**, a Texas limited liability company, its sole General Partner

By: [Signature]
Name: John M. Bonner
Title: MANAGER

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of April, 1999,
by John M. Bonner, Manager of **FCC MANAGEMENT CO., LTD.**, a
Texas limited liability company, on behalf of said limited liability company in its capacity as the sole
General Partner of **FIRST CONTINENTAL INVESTMENT CO., LTD.**, a Texas limited
partnership.



[Signature]
Notary Public, State of Texas

04406 03377

EXHIBIT "A"

FENCE SPECIFICATIONS

Fence Specifications for Lots 11, 12 and 53, in Block B, and Lots 1, 24, and 25 in Block C, of Villages at Maxwell Creek, Phase I shall be constructed of:

- Select grade Western Red Cedar board, six feet (6') in length, four inches (4") wide, and one-half inch (1/2") in depth;
- Attached to three (3) 2" x 3" horizontal rails, having a 1" x 2" trim; and
- Supported by posts eight feet (8') in length, four inches (4") in diameter installed in twenty-four inch (24") deep concrete and spaced eight feet (8') apart.

ENVELOPE ADDRESS

AMY WERNER
SOWELL AND CO
3131 MCKINNEY AVE# 200
DALLAS TX 75204

ANY PROVISION IN SUCH WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW (THE STATE OF TEXAS)

(COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stated herein by me and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas.

APR 30 1999

Helen Starnes



Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1999/04/30

At 4:06P

Number: 99- 0053765
Type : RS 39.00

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
VILLAGES AT MAXWELL CREEK - Exhibit A Page Solo
K:P:\VAMC\DCCR-SF-ONE-3