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## **ARTICLE I**

### **DEFINITIONS**

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

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

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

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

**Section 4:** “Assessments” shall refer to Annual Assessments and Special Assessments.

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

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

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

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

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

**Section 10:** “Community Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties, or the minimum standards established pursuant to the Governing Documents, whichever is a higher standard. Such standard shall be established through the ACC Guidelines, Rules and Regulations and Board resolutions and may include both objective and subjective elements. The Community Wide Standard may



evolve and change as development progresses and as the needs and desires within the Properties change. Any determination or interpretation regarding the standard, including, without limitation, whether the standard has been met in a particular situation, shall be made by the ACC (with respect to the design, construction and modification of improvements) or the Board (with respect to all other matters). The initial minimum standards shall be set forth in the ACC Guidelines and this Declaration.

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

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

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

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

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

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

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

**Section 18:** “Resident” shall mean the property owner or owners of record who physically reside in the primary residence on said property.

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

**Section 20:** “Single Family Residence” shall mean and refer to any permanent, detached structure or building used primarily as a residence, including the Lot on which said structure or

building is situated, now existing or to be constructed.

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

## **ARTICLE II**

### **NAME OF PROPERTY OWNERS ASSOCIATION**

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

## **ARTICLE III**

### **OBJECTIVES**

The objectives of the Association shall be:

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

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

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

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

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



## **ARTICLE IV**

### **RIGHTS AND OBLIGATIONS**

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

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

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

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

- Cause to be kept a complete record of all its acts and corporate affairs;
- Establish the amount of the Annual Assessment;
- Send written notice of each Assessment to every Owner subject thereto;
- Take action as it deems appropriate to enforce the Restrictions set forth in this Declaration and ensure that the purposes thereof are fulfilled;
- Take action as it deems appropriate to enforce the ACC Guidelines and ensure that the purposes thereof are fulfilled;
- Impose reasonable monetary fines, which shall constitute a lien upon the violator's Lot if Assessments or fines are not paid;
- Suspend an Owner's right to vote until all Assessments and fines are paid;
- Suspend any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association
- Exercise self-help and pass on the costs of the Association to the Owner/Member when

such Owner/Member, specifically including, but not limited to, does not follow any Governing Documents:

- o towing of vehicles that are in violation of the Governing Documents,
  - o removing non-conforming structures and/or improvements,
  - o performing maintenance on an Owner's Lot such as care of landscaping/yard mowing if the grass is taller than 12 inches,
  - o maintaining detention pond(s), if any portion thereof is located on an Owner's Lot,
  - o repairing driveways, if holes or cracks are visible and not addressed in a timely manner,
  - o repairing exterior lighting/mechanical facilities when not in working order or if bulbs are not replaced within a reasonable time after notification, and
  - o removing litter/trash from areas that are visible from the street if not removed in a reasonable amount of time;
- Record a Notice of Violation or Notice of Failure to Comply on a Lot if the Owner is in violation of the Governing Documents;
  - Levy a Special Assessment; or
  - Take any other action to abate a violation of, or which are necessary or advisable to enforce the provisions of, the Governing Documents.

## **ARTICLE V**

### **MEMBERSHIP IN ASSOCIATION**

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

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

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

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



## **ARTICLE VI**

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

**Section 1:** The initial Board of Officers (Board) will have three (3) members appointed by the Declarant to serve a term of three (3) years to ensure continuity and consistency during the organizational phase of the Property Owners Association (POA) beginning June 1, 2008. After the term of the initial three Officers expires in 2011, only current residents of the community will be eligible to serve on the Board or any sub committee appointed by the Board.

**Section 2:** During the second quarter, 2011, those residents who are in good standing and are current on Assessments may be nominated for a position on the Board to be elected at or prior to the annual meeting of the POA held during the second quarter 2011. Those individuals who are serving on the Board at such time may also be nominated to serve again on the Board.

**Section 3:** The Board shall be elected by the POA Members at or in advance of the 2011 annual meeting of the POA held during the second quarter 2011 by plurality vote. The Officers elected at such meeting or through a confidential election process held before the meeting will begin their terms of office on June 1, 2011. It will be the responsibility of the incumbent Officer to ensure a timely and orderly turnover of required records and materials.

**Section 4:** At the annual meeting of the POA held during the second quarter 2012 and at each subsequent annual meeting of the POA thereafter, the officers would be elected on a rotating basis. In odd years, the offices of President and Treasurer will be open for election. In even years, the office of Secretary will be open for election.

**Section 5:** Each Officer will be permitted to serve on the Board only if all Assessments are paid current. Any Officer who has three (3) consecutive, unexcused absences from Board meetings or who is delinquent in the payment of any Assessment or other charge due the POA for more than thirty (30) days may be removed by a majority of the other Officers and the remaining Officers shall appoint a new Officer to fill the vacancy for the remainder of the removed Officer's term.

**Section 6:** Only one member of a household may serve as an Officer at any time. An additional household member may serve concurrently on any committee of the POA, with the exception of the ACC, but more than one household member may not serve on the same committee.

**Section 7:** An Officer may be removed from the Board prior to the expiration of his or her term only for cause. A detailed petition stating the cause and providing examples of why the Officer should be removed must be presented to the remaining members of the Board for review. It is the

responsibility of the remaining Board members to weigh the information contained in the petition to determine whether there is cause for dismissal. If so, the Board shall present the petition to the POA for a vote. An Officer may only be removed by a 2/3 vote of the Members of the POA. Upon removal of an Officer for cause, a successor shall immediately be elected by the POA Members and will serve the remainder of the removed Officer's term.

**Section 8:** In the event of a death, disability, inability to perform or resignation of an Officer, the Board shall declare a vacancy and a successor shall be appointed by the other Officers to fill the remaining portion of the affected Officer's term.

## **ARTICLE VII**

### **OFFICERS OF THE ASSOCIATION**

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

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

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

## **ARTICLE VIII**

### **DUTIES OF OFFICERS OF THE ASSOCIATION**

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

**Section 2:** The President:

- Serves as the chief executive officer of the Association;
- Serves as the official spokesperson of the Association;
- Has general supervision of the affairs of the Association, subject to Board oversight;
- Presides at all meetings of the Board and the Association;
- Has the power to appoint committees to investigate any matters of common interest to Members of the Association and will be an ex-officio member of all such committees;
- Ensures that orders and resolutions of the Board are carried out;



- Is an authorized signatory on notes and checks and all other written instruments or contracts of the Association; and
- Is a voting member of the Board.

**Section 3:** The Secretary:

- Shall be Secretary of the Board of Officers;
- Shall record the votes of the meetings of the Board and the Association;
- In the absence or inability of the President, may perform the duties of the President (unless the Board has appointed a Vice President to fulfill such responsibility);
- Keeps the minutes of the proceedings of the Board and the Association in a book to be kept for the purpose;
- Keeps the records of the Association;
- Records in a book kept for that purpose the names of all Members of the Association together with their addresses and electronic mail addresses as registered by such members;
- Notifies Officers and committee chairmen of votes, orders, and proceedings affecting or pertaining to their duties;
- Maintains the Association's web site for informational purposes;
- In the absence of the President and any Vice President, the Secretary shall call a meeting of the Association to order and shall preside;
- Attends to such correspondence as the Board or the Association may direct;
- Distributes pamphlets, notices, and/or circulars as the Board or Association may direct;
- Is an authorized signatory on notes and checks and all other written instruments or contacts of the Association; and
- Is a voting member of the Board.

**Section 4:** The Treasurer:

- Has charge of the receipt of funds of the Association;
- Deposits in appropriate bank accounts to the credit of the Association all monies of the Association;
- Disburses, with the President, such funds as directed by resolution of the Board;
- Keeps proper books of account;
- Maintains the books for the Architectural Control Committee;
- Monitors the accounts for fines and payment thereof;
- Is an authorized signatory on notes and checks and all other written instruments or contacts of the Association; and
- Is a voting member of the Board.

**ARTICLE IX**

**ASSOCIATION AND BOARD OF OFFICERS MEETINGS**

**Section 1:** An annual meeting of the Property Owners Association (POA) shall be held for the purpose of receiving reports from the Board of Officers (Board), standing committees and ad-hoc committees; for establishing programs and budgets in accordance with the objectives of the POA; and for any other business that may arise, up to and including elections of Officers and sub-committee members. The annual meeting of the POA will be held in the second quarter of the year

prior to the beginning of the POA's fiscal year on June 1. The Board will determine the date and time of the meeting with notice being given to all Members of the POA at least one week in advance of the meeting. The presence of a majority of POA Members who are eligible to vote shall be considered sufficient for a quorum and/or the use of proxy ballots for voting purposes may also be used to transact business at the meeting. Voting through the use of proxy ballots may be accommodated via mail or electronic means such as email or through web-based applications.

**Section 2:** Special meetings of the POA may be called from time to time if deemed necessary by the Board. No less than one week's notice of a special meeting shall be given, and only that business specified in the notice may be transacted unless otherwise indicated in advance by the Board. Voting requirements as outlined in Section 1 shall apply to any special meetings of the POA.

**Section 3:** Notice of meetings may be given by (a) regular mail to each Member's address as it appears on the membership of the POA, or (b) electronic mail to any Member who has provided the POA with an email address.

**Section 4:** Any Board Officer may call a meeting of the Board whenever the need arises. All business to be considered at a Board meeting shall be stated in the notice, which will typically be issued by the President. Board meetings are closed meetings unless a specific sub-committee of the Board or a specific Owner is requested to attend for input into an issue being considered by the Board. This procedure will be followed in order to maintain confidentiality of personal information that may be discussed.

**Section 5:** The presence of a majority of the Board Officers shall constitute a quorum at any meeting of the Board.



## **ARTICLE X**

### **ASSESSMENTS AND FINES**

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

**Section 2:** The Annual Assessments shall be due, on a per lot basis, payable to the Treasurer no later than May 31 every year to ensure budget needs are met prior to the new fiscal year. Owners of multiple lots that are contiguous shall pay only one assessment annually. Owners of multiple lots that are non-contiguous shall pay on a per lot basis annually. In addition to levying Annual Assessments, the Association may levy Special Assessments as the occasion merits at a duly called meeting of the Association by majority vote of the Members present. All Assessments must be fixed at a uniform rate for all Lots.

**Section 3:** The Board shall decide upon the amount of the Annual Assessments, and the Association shall give written notice to all Owners of the payment amount of the Annual Assessment at least 60 days prior to the beginning of the fiscal year. An Annual Assessment increase of twenty percent 20% or less of the amount of the Annual Assessment in the immediately preceding fiscal year may be established by the Board without a vote of the Members.

**Section 4:** Owners who purchase a Lot in the addition after June 1 will pay at the closing of the purchase of the Lot a pro-rated portion of the current fiscal year's Annual Assessment. Assessments will be due when the Owners take possession of the Lot. Unpaid Assessments will incur a 1% penalty per month until paid and all voting rights will be suspended until paid in full, including all applicable penalties, and collection fees.

**Section 5:** The ACC Guidelines will provide fines for non-compliance with the ACC Guidelines or this Declaration. The Association shall notify the non-complying Owner of each alleged infraction and provide an opportunity to be heard by the Board on the alleged infraction prior to the imposition of any fines. Notice of a hearing to discuss infractions must include the alleged infraction and the date, time and place that the hearing will be held, and such notice must be served on the Owner at least ten (10) days prior to such hearing. Penalties, if imposed, after a full due process hearing before the Board and the Board finds that an infraction or infractions have occurred, may impose a fine per violation against the Owner. Fines shall be paid no later than five (5) days after notice of the imposition of the fine(s). After five (5) days, a penalty of 10% will be added every month thereafter until the fine is paid.

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



The appeals process is addressed in Article XVII.

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

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

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

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

**Section 8.2:** All Common Areas

**Section 8.3:** All lots owned by Declarant.

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



## **ARTICLE XI**

### **COMMITTEES**

**Section 1:** The President shall have the power to appoint committees not otherwise addressed in this

Article to investigate any matters of common interest to Members of the Association.

**Section 4:** The initial Architectural Control Committee (ACC) will have three (3) Members appointed by the Declarant to serve a term of three (3) years in order to promote consistency and continuity in the adherence to the Restrictions and ACC Guidelines as homes are being built in the Subdivision beginning June 1, 2008. The three (3) positions will consist of a Chairman, Vice Chairman and Secretary. All financial transactions will be turned over to the Treasurer of the POA for deposit and disbursement. Only current residents of the community will be eligible to serve on the ACC

**Section 4.1:** During the second quarter 2011, those residents who are in good standing and are current on Assessments may be nominated for a position on the ACC. The current ACC members will have the option to request to remain in a position. The Board will elect the ACC members by majority vote.

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

**Section 4.3:** At such time that an ACC member (or his or her family member) submits plans for construction or improvements that is brought before the ACC for approval, that member MUST abstain from the voting and approval process. If a third vote is needed on the ACC because a member is abstaining, then an Officer (who is not a family member of the abstaining ACC member) will be seated for that one request as the third member of the ACC.

## **ARTICLE XII**

### **PARLIAMENTARY AUTHORITY**

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

## **ARTICLE XIII**

### **AMENDMENTS**

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

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

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

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



## **ARTICLE XIV**

### **INSURANCE**

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

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

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

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

**Section 2:** Each Owner shall carry property insurance on the main living structure on the Lot.

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

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

**Section 4:** In the event of damage to or destruction of any part of the improvements to the

Common Areas or other property insured by the Association, the Association shall repair or replace the same improvements from the insurance proceeds available.

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

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

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

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

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

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



## **ARTICLE XV**

### **OFFICIAL RECORDS OF THE ASSOCIATION**

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

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

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

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

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

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

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

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

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

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

**Section 9.1** **A c c u r a t e**, itemized, and detailed records of all receipts and expenditures

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

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

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

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

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

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

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

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



## **ARTICLE XVI**

### **FINANCES**

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

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

**Section 3:** A budget will be prepared for the Board by the Treasurer and presented to the Members for approval at the annual meeting each year.

**Section 4:** The Association will maintain a checking account and a savings account.

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

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

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

## **ARTICLE XVII**

### **APPEAL PROCESS**

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

**Section 2:** For the Architectural Control Committee:

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

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

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

**Section 2.4:** It is agreed by the Association that the ACC exists to uphold the

standards and values of the Lots by protecting the Owners' investments. Decisions made by the ACC will be made in line with the provisions of this Declaration and the ACC Guidelines.

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

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

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

**Section 3:** For the Association:

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

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

**Section 4.1:** The Board will attempt to contact the Owner/Resident either by telephone, email, or in person to discuss the issue. A minimum of two contact attempts will be made in order to resolve the issue with the Owner/Resident. If no resolution is forthcoming, the Board will send the Owner/Resident a certified notification letter describing the violation, including a statement of any amounts due the Association, and pertinent section(s) of the Restrictions that have been violated. The letter will state that the Owner/Resident has thirty (30) days to cure the violation. The Owner/Resident may request a hearing before the Board on or before the 30<sup>th</sup> day after the date the Owner/Resident received the notice. In the event the violations cannot be corrected within the 30-day period, the Owner/Resident must submit a written explanation to the Board.



**Section 4.2:** It is the intent of the Board to collaborate with the Owner/Residents to resolve any outstanding issues in an amicable manner. However, if the homeowner has not contacted the Board or taken other action to resolve the issue following the 30-day period described in Section 4.1, the Board reserves the right to take other action to resolve the violation, up to and including levying fines, liens or other legal action. The Board will notify the Owner/Resident of its intent either via telephone, email or certified mail. In the event that the Board is required to take legal action, the Owner/Resident will be responsible for payment of any legal fees associated with such action.

**Section 5:** Mediation

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

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

**Section 6:** The Association may take legal action if the violations are not remedied, or mediation is not requested by the Owner/Resident after the third notification.

## **ARTICLE XVIII**

### **ARCHITECTURAL STANDARDS**

**Section 1:** The Association shall have an Architectural Control Committee (ACC) in place, which consists of three (3) Residents of Creekview Landing. The ACC shall adopt the ACC Guidelines, and may amend the ACC Guidelines, by majority vote.

**Section 2:** These three (3) Residents will serve for a period beginning June 1, 2008 and continuing to May 31, 2011 in order to provide consistency, stability and commitment to ensure a level of distinction that reflects the community during the initial development of the Properties.

**Section 3:** During the second quarter 2011, those residents who are in good standing and are current on Assessments may be nominated for a position on the ACC. The current ACC members will have the option to request to remain in a position. The Board will elect the ACC members by majority vote.

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

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

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

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

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

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

**Section 10:** All construction of improvements and placement of landscaping within the Subdivision, all alterations and additions thereto, and any demolition thereof, require approval



in writing from the ACC prior to commencement. Trees and underbrush are not included in this requirement, but care should be taken to preserve as many of the hardwood trees as possible on each Lot within the Subdivision.

## **ARTICLE XIX**

### **COMMON AREAS; RIGHTS, RESERVATIONS AND EASEMENTS**

#### **Section 1: COMMON AREAS**

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

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

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

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

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

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

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

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

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

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



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

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

## **Section 2: SPECIAL FENCING AND LANDSCAPING**

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

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

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

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

## **Section 3: EASEMENTS, DECLARANT RIGHTS AND RESERVATIONS**

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



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

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

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

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

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



Association, to use the Common Areas at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Property. Further, the Declarant may establish rules and regulations for the use of the Common Areas in the Property.

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

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

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

**Section 4: RESTRICTION ON SUBDIVISION OF LOTS**

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

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



## **ARTICLE XX**

### **CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS**

#### **Section 1: RESIDENTIAL USE ONLY**

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

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

There is no time period in which a property owner must start construction of a residence, but once plans for construction of a residence has been submitted to the ACC and approved, you must begin construction within 6 months of the date of approval. If construction has not begun within this time period, then you must re-submit your request to build and must be re-approved by the ACC BEFORE building may begin. There will be no additional fees incurred for re-submittal.

Any variances previously requested and/or granted will lapse at the end of twelve (12) months from the date of approval notification if construction of the residence has not begun. The request for all variances must be re-submitted for approval. There will be no requirement or obligation of the ACC to approve any variance that has lapsed or that was granted under the prior version of the Covenants, Conditions and Restrictions of Creekview Landing.

#### **Section 2: SINGLE FAMILY USE RESTRICTIONS**

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

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

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

**Section 2.2:** One guest/servants house may also be built on a Lot, provided it matches the same design requirements as the main dwelling. Any such guest/servants house must contain a minimum of 500 square feet of air conditioned space, may not contain more than a maximum of fifty percent (50%) of the square footage of the main dwelling, must be built after or while the main dwelling is being built, and must be approved in writing by the ACC prior to construction. (Fifty percent of "footprint" to "footprint")

Such dwelling must adhere to all setback restrictions and may not be constructed in front of the main dwelling's front elevation line.

A structure built as a guest house on a consolidated lot may not be separated from the main structure and sold as a separate residence if it does not meet all deed restriction requirements as stated in Sections 5, 6 and 7 of this document.

### **Section 3: GARAGES**

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

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

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



openings exceeding the above mentioned measurements must be side or rear opening only.

**Section 3.4:** Garages may be placed in a basement space on any structure on the Lots provided at least one of the required 3 garages contained within the house are at grade level, is a side entry garage and approval from the ACC is obtained.

**Section 3.5:** Detached garages must be built of like material and construction to the main structure on the Lot, must meet those masonry requirements on all elevations that face a street and must have a minimum plate height of 9 feet.

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

**Section 3.7:** All garage doors must be constructed of wood or ACC approved wood-like appearance material, for any attached or detached garage door that faces the street. In addition, these doors must be wood finished or painted to match the house or the trim of the house

#### **Section 4: DRIVEWAYS, PILASTERS AND MAILBOXES**

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

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

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

**Section 4.4:** All driveway approaches shall be paved with concrete and a three (3) to five (5) foot flare on each side starting at six (6) foot in from the street on the driveway approach.

**Section 4.5:** Culverts shall be installed to cross any roadside drainage ditch. All driveway culverts shall be installed with the flow line level with the final grade of the ditch, shall be made of concrete with masonry headwalls that match the main dwelling when permanent culverts are set, and shall otherwise comply with the requirements of Collin County. Residents shall install driveway culverts of twenty (20) feet in length and of the diameter according to sizes and specifications determined by Collin County

**Section 4.6:** Temporary metal culverts must be placed prior to beginning of construction or dirt work on the lot to protect the integrity of the drainage culvert. A Collin County Culvert Permit Application must be completed, approved and a copy submitted to the ACC. The County will determine the required culvert pipe diameter sizes and all County requirements for installation must be adhered to.

**Section 4.7:** If any governmental authorities require the removal, replacement, correction, modification or repair of any culvert, it shall be the responsibility of the Owner to cause such work to be done at its expense or reimburse Declarant for all costs incurred for such work.

**Section 4.8:** No driveway shall be constructed to cross any side building line and must meet all side setback requirements unless approval is given by the ACC. .

**Section 4.9** Two (2) pilasters measuring a minimum of [24" x 24" x 48"] will be installed on each side of the driveway and must be constructed with masonry of the same or similar as the main home.

**Section 4.10** The pilaster that contains the mailbox must have an inset cast stone address block below it with the house number and street name indicated.

**Section 4.11:** The address block will be of rectangular shape and must be a minimum of 9" x 15", mounted recessed into the pilaster and be illuminated with adequate wattage so that it is visible at night.

**Section 4.12:** Location of pilasters and any additional pilasters must be approved by the ACC.

**Section 4.13:** In addition to the address block light, every pilaster must have a light operated by photocell either on the top or from the side and be set to come on at dusk and remain on until dawn. The use of Solar Powered lights on Pilasters is prohibited, as these do not provide sufficient light.

**Section 4.14:** The address block will be of rectangular shape and must be a minimum of 9" x 15", mounted recessed into the pilaster and be illuminated with adequate wattage so that it is visible at night.

**Section 4.15:** Driveways will be constructed a minimum of 4" thick and with rebar on a maximum of 16" centers to insure quality and durability.

## **Section 5:** MINIMUM FLOOR AREA AND LOT COVERAGE MAXIMUM

**Section 5.1:** The total air-conditioned living area of the main residential structure constructed on each Lot, as measured to the outside of exterior walls on the above grade portion of the structure, but exclusive of open porches, garages, patios, attics, basements



and detached accessory buildings including garages, covered walkways, Porte Cochere and guest houses, shall be not less than 3,000 square feet.

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

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

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

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

## **Section 6: BUILDING MATERIALS**

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

**Section 6.2:** The above named materials shall constitute at least eighty five percent (85%) of elevations wall(s) of the home that are visible to any street and the home must be at least eighty five percent (85%) masonry on each (not cumulative) remaining side and rear elevations, excluding roofs, windows and doors, or unless otherwise approved by the ACC.

**Section 6.3:** Any detached garage or workshop shall be at least eighty five percent (85%) clad or covered with brick, brick veneer, stucco or stucco-like material, stone or stone veneer on any elevation that faces the street with ACC approval.

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

**Section 6.5:** No building material of any kind or character shall be placed or stored upon the Property until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

## **Section 7: LOT SETBACK AND FRONTAGE**

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

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

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

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

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

## **Section 8: FENCING AND WALLS**

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

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

**Section 8.3:** All fencing and walls must be “open”, such as wrought iron, post and rail, split or vinyl rail. Pipe or pipe and cable fencing will be limited to the Block E lots only for containment of horses and must be approved by the ACC. No solid wood or vinyl fencing will be allowed except for conditions described in Section 8.13.

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

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

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

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

**Section 8.8:** Fences shall not be constructed within or across any utility easement as shown on the Plat. Fence construction across established drainage easements must be approved by the ACC. Fences constructed on or across any drainage easements are solely the financial responsibility of the property owner if the County, City or Association must



remove it for any reason for maintenance of the easement or access to the water control ponds.

**Section 8.9:** A Solid Masonry wall may be constructed as an extension from the main residence to partially enclose a pool or garden area in order to achieve privacy with ACC approval. A wall may also be constructed as required to obscure air conditioning units, control boxes, water heaters, or any other type of box or vent that may be contained on a front elevation of a house.

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

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

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

**Section 8.13:** This neighborhood is an Estate Community, which is intended to offer unrestricted views. As such, solid wood, vinyl, wire of any kind or masonry fencing is not in keeping with the environment that is being established in this community. A Privacy fence constructed of solid board on board cedar wood that has been sealed to minimize aging color change or a brick/stone/stucco masonry wall will be considered by the ACC on a limited basis as a barrier across the rear property line of the Lot only to minimize incursion of disruptions from outside the Subdivision. Rear Lot solid construction fences will be considered ONLY on Lot 1A, Lots 4-10B, Lots 9-15D and Lots 1-5E.

**Section 8.14:** No permanent fencing can be constructed on any lot until construction of the main dwelling begins. Security fencing that is required by either the insurance carrier or builder can be constructed prior to the delivery of any building materials to the lot, but not more than 10 days prior to said delivery. Security fencing must be removed immediately after construction is completed

## **Section 9: CHIMNEY FLUES**

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

**Section 9.2:** The exterior chimney flue (or flues if more than one fireplace is included in the home) shall be enclosed one hundred percent (100%) in brick, brick veneer, stone, stone veneer or stucco. If constructed from stucco then it must meet construction requirements in Section 6.4. NO hardy board, siding or wood clad appearance materials will be allowed.

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

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

## **Section 10: WINDOWS AND SKYLIGHTS**

**Section 10.1:** Windows in the home may be non-divided panes or divided panes.

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

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

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

**Section 10.5:** If windows that are visible from the street are to have coverings or treatments, they must display appropriate drapes, curtains, blinds, shades or shutters within 90 days of occupancy of the home.

**Section 10.5.1:** These coverings or treatments must be uniform on all windows that are visible from the street. They must be white, beige, reflect wood tones or match the exterior trim color of the house. Coverings or treatments that are fabric in nature must be lined in white or beige, or have a white or beige backing on all surfaces that face the street.

**Section 10.5.2:** Any solar screens that are visible from the street must have frames that match either the window frame color or the trim color of the house. The pre-approved screen colors are limited to: Black, brown, tan, beige and gray.

**Section 10.5.3:** Any other choices for window coverings or treatments that vary from our standards will be considered but must have approval from the ACC prior to installation.

**Section 10.5.4:** Temporary coverings such as newspaper, packing paper, sheets, or any other non-permanent material are prohibited after 90 days of occupying the home.

## **Section 11: CUL-DE-SAC AND CORNER LOTS**

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

## **Section 12: NO DUPLICATIONS**

**Section 12.1:** The ACC and the Association reserve the right to reject any construction plan that may cause a close duplication of the main dwelling or front elevation of any



other dwelling on the Property and any construction plan that does not meet the square footage minimums, separate from all garages, patios, walkways, basements, or attics.

**Section 12.2:** The ACC has the right to deny stone or brick colors and/or stucco colors to prevent close proximity duplications within the subdivision.

### **Section 13: ROOFS AND ROOF CLADDING MATERIALS**

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

**Section 13.2:** The following roof materials are required unless an alternate is approved in writing by the ACC: Copper, slate or slate appearance, tile and concrete tile or composition shingles. Certain metal roofs may be allowed with specific approval of the ACC.

**Section 13.3:** No wood roofs will be allowed.

**Section 13.4:** Specifications for all roofs shall include the following:

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

**Section 13.5:** Vent stacks and other roof penetrations should, if at all possible, be placed on roof planes other than those directly on the front of the house and must be painted to match the roof color.

### **Section 14: OUTBUILDINGS**

**Section 14.1:** All outbuildings shall be constructed in similar or compatible manner to compliment the main dwelling, and shall require specific approval of the ACC prior to construction. Outbuildings of any nature (e.g. garage, shop, horse barn, guest home, servant quarters, etc.) may not contain more than a maximum of fifty percent (50%) of the square footage of the main dwelling and the overall height may not exceed the overall height of the main dwelling. All outbuildings, of any nature, must be built after or while the main dwelling is being built and must be approved, in writing, by the ACC prior to construction. (Fifty percent of "footprint" to "footprint")

**Section 14.2:** No garage, garage house or other outbuilding (except for sales offices and construction trailers during the construction period) shall be occupied by any Owner, tenant or other person prior to the erection of a residence.

### **Section 15: GAS TANKS**

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

### **Section 16: LANDSCAPING**

**Section 16.1:** The front yards of all Lots, from the front of the dwelling to the edge of the street, shall be hydro-seeded or sodded and shall contain such other landscaping as the ACC may require. The ACC may grant an exception on front yard seeding on heavily treed Lots where the homeowner intends to maintain the natural wooded setting.

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

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

**Section 16.4:** Landscaping plans must be submitted to the ACC for approval prior to beginning of planting.

**Section 16.5:** An underground automatic sprinkler system will be required for all grassed areas in the front and otherwise publicly viewed portions of the yard.

**Section 16.6:** No exterior landscape lighting may penetrate or intrude upon an adjacent Lot in any objectionable manner.

**Section 16.7:** Reasonable seasonal displays do not require Board or ACC approval, but must be removed within three (3) weeks of the end of the holiday period.

**Section 16.8:** Objects placed permanently on any Lot that are considered "Yard Art," will be allowed if not readily visible from the street or other properties and do not generate either objectionable light or noise without ACC approval.

**Section 16.9:** Objects placed permanently on any Lot that are larger than 48 inches in any dimension and that are readily visible from the street, must be approved by the ACC. All items visible from the street or other properties must be tasteful, non-offensive and in harmony with the Subdivision and the spirit of the community.

**Section 16.10:** Small garden benches, birdbaths, fountains, flagpoles and small statuary do not require ACC approval.



**Section 16.11:** If more than 25% of the landscape plan on any Lot that is visible from the street changes after occupancy of the house and the initial landscaping is completed, the Owner must submit the plans for those changes to the ACC for approval. There will be no fees required for these requests, but approval must be obtained.

**Section 16.12:** If retaining walls or tiered flowerbeds are constructed on the Lot, they must be of like masonry material to match the home exterior or of landscaping stone specifically designed for wall construction. Landscaping timbers, railroad ties or other like materials may not be used.

**Section 16.13:** Retaining walls over 4 feet must be engineer certified and must have ACC approval prior to construction. The wall must meet all setback requirements as set forth in Section 7.3 of this document

## **Section 17: FOUNDATION REQUIREMENTS**

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

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

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

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

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

been prepared by a licensed registered engineer, as evidenced by the placement of an official seal on the plans.

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

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

**Section 17.8:** Retaining walls that are required to ensure proper and adequate foundation of any building or to stabilize the ground and control erosion will follow all requirements as specified in Section 7 and Section 16 (materials, engineering requirements, ACC approval, and set-back requirements) and will not be constructed on any lot until construction of the main dwelling begins.

## **Section 18: WATER SUPPLY**

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

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

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

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

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

## **Section 19: SANITARY SEWERS**

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



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

**Section 19.3:** The aerobic system must be maintained and inspected as required by Collin County.

## **Section 20: ELECTRIC UTILITY SERVICE**

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

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

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

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

## **Section 21: SWIMMING POOLS**

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

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

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

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

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

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

**Section 21.7:** Pools must have approved fences with a self locking gate and be a minimum of 4 feet in height.

**Section 21.8:** No above ground pools are allowed.

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

## **Section 22: DRAINAGE**

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

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

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

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

**Section 22.5:** No improvements (other than those approved for landscaping purposes) may create pockets or low areas on the Lot (whether dirt or concrete) where water will stand following a rain or during watering in order to prevent areas where mosquitoes and other insects may thrive.

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

**Section 22.7:** The Property has been designed and constructed utilizing surface drainage in the form of ditches and swales and, to the extent these drainage ditches and swales are located in front, side or rear of Lot as designated on the Plat as easements, the Owners



shall not regrade or construct any building improvements or other obstruction on the Lot which adversely affects the designed drainage flow.

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

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

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

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

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

**Section 22.13:** Drainage and grading maintenance of drainage easements and swales will be the responsibility of Collin County as long as the roads in the Subdivision are considered public.

**Section 22.14:** Culvert drainage pipe size requirements will be as specified by Collin County and may not be altered from the specified sizes and numbers of pipes without approval of Collin County.

### **Section 23: EXCAVATION**

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

**Section 23.2:** No digging of dirt, grading of dirt, or the removal of any dirt from any Lot is allowed without receiving written approval from the ACC. This approval is part of the Build Request process. Trees and underbrush are not included in this requirement, but care should be taken to preserve as many of the hardwood trees as possible on each Lot within Creekview Landing. The use of any "construction" equipment or anything else that could alter the current topography of the property (e.g. the natural swale along the street)

is prohibited prior to obtaining a Build Approval. No work can begin on the Lot without approval from the ACC.

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

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

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

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

**Section 24.4:** Prior to burning, the county requires a burn permit (\$25) and verification that the burning occurs only on an authorized burn day. Calling the Collin County Burn Information Line can make this verification.

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

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

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

**Section 24.8:** the Owner of an adjacent Lot shall keep all such adjacent Lots free of any trees, underbrush, trash, rubbish and/or any other building or waste materials before, during or after construction of building improvements, unless the Owner of the adjacent Lot gives prior written permission.



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

**Section 24.10:** The Owner shall be required to deliver to the ACC a construction deposit and an Approval to Build fee (see current ACC documents for the current fee amounts) - payable to *Creekview Landing POA* prior to lot grading or beginning construction of any dwelling or other building. The Construction deposit shall be returned to the Homeowner upon completion of such dwelling or other building when the requirements of the ACC have been met.

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

**Section 24.12:** All, Owners, Builders and contractors shall be responsible for keeping each construction site free of debris and trash. The Builder on the construction lot must provide a concrete clean out area and no dumping or cleanout may occur in the culverts.

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

## **Section 25: SOLAR PANELS**

**Section 25.1:** All Solar Panels installed shall be framed in such a manner so the structure members are not visible from the front street.

**Section 25.2:** The framing material used shall be one that is in harmony with the rest of the structure and **painted to match the roof color.**

**Section 25.3:** Architectural approval from the ACC is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or for any solar panel that violates these restrictions.

## **Section 26: SPECIFIC ARCHITECTURAL DETAILS**

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

**Section 26.1:** All shutters to appear functional and match the architecture of the windows, and the shutter colors must match the house or the trim colors of the house.

**Section 26.2:** All window frames and mullions must be of good quality and have the reasonable appearance of wood or clad windows.

**Section 26.3:** Roof pitches must be approved by the ACC and must be a minimum of 8/12 roof pitch (i.e., eight (8) inches of rise for every twelve (12) inches of run) or greater on the major roof sections and must match at visible hips. Transition areas will be examined for minimum pitch requirements also. (The ACC will determine what roof pitches conform to a particular style.)

**Section 26.4:** Exterior architectural columns are to be a minimum width/diameter of eight (8) inches if wood and twelve (12) inches if stone or masonry construction.

**Section 26.5:** Exterior colors, including paint trim, brick, stone, stucco and other building materials are subject to the prior approval of the ACC, in its sole and absolute discretion.

**Section 26.6:** All exterior colors, textures and materials must be compatible not only with the design motif but also with adjacent and surrounding Lots, and overall community appearances. Colors, which appear to be offensively or distressingly bright, will not be approved. Any future change of exterior color shall conform to these requirements and must be submitted and approved by the ACC prior to work beginning.

**Section 26.7:** All restrictions that apply to front elevations of the houses will define "Front Elevation" as ANY AND ALL walls that face the front street, even if they set back from the elevation that contains the porch and/or entry area and are visible from *anywhere* on the front street. No vents, power boxes, water heaters or any other meters may be mounted on any surface that faces the front street. Any home that violates this restriction must install a masonry wall or evergreen shrubbery to hide these from the front street view.

## **Section 27: BUILDER QUALIFICATIONS**

**Section 27.1:** The ACC shall have broad discretion in the approval or disapproval of any and all Builders applying to build a home in the Subdivision. This authorization is intended to protect each Owner and the Association from unqualified or financially distressed Builders. Builder's name and information should be submitted to the ACC for approval before a building commitment is made if builder has no previous construction in the development.

**Section 27.2:** Builders must provide to the Architectural Control Committee (ACC) a copy of the cover sheet for the insurance policy on the construction of the house within ten (10) working days of foundation forms being set on the lot.



**Section 28: COMPLETION OF CONSTRUCTION**

**Section 28.1:** Any building, structure or improvement commenced on any Lot must be completed as to exterior finish and appearance with twelve (12) months from the date of the ACC Build Application Approval.

**Section 29: TEMPORARY DWELLINGS**

**Section 29.1:** No temporary dwelling, shop, trailer, shack, tent, mobile home or manufactured home of any kind, or any other improvement of a temporary character (except children's playhouses, dog houses, greenhouses, and gazebos which may be placed on a Lot not visible from any street on which the Lot fronts) shall be permitted on any Lot except that the Declarant, a Builder or a contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given Lot during construction of the residence on that Lot or on a different Lot agreed to between the Builder or contractor and the Declarant.

**Section 30: TEMPORARY STRUCTURES**

**Section 30.1:** No structure of a temporary character, such as a trailer, tent, shack, barn or other out-building, shall be constructed or used on the Property at any time as a dwelling house; provided, however, that any Builder may maintain and occupy model houses, sales offices and construction trailers during the construction period.

**Section 31: AIR CONDITIONING UNITS AND OTHER EXTERIOR CONTROL BOXES**

**Section 31.1:** No air-conditioning apparatus shall be installed on the ground on a front elevation or on a side of the home close to the front elevation of the main residence. If the units are in public view, they must be screened with a masonry wall or evergreen shrubbery that is taller than the unit and completely obscures it from the front street view.

**Section 31.2:** No air-conditioning apparatus or any other exterior boxes shall be attached to any wall considered to be a front elevation or window of a residence or outbuilding without approval from the ACC.

**Section 31.3:** No evaporative cooler shall be installed on the wall or window of any residence or outbuilding.

## **Section 32: FRONT WALKWAYS, PORCHES AND PATIOS**

**Section 32.1:** Front walkways must be attached to the front porch and extend out to the street or driveway and have the same construction requirements as a driveway.

**Section 32.2:** When a walkway extends to the street, a drainage culvert of the proper size as determined by Collin County, or as otherwise approved by the ACC, must be installed and built of matching material to the driveway culvert.

## **Section 33: EXTERIOR LIGHTING**

**Section 33.1:** We are a dark sky community

**Section 33.2:** Exterior building lighting, either attached to or as part of the building, must be the minimum necessary to provide for general illumination and security of entries, patios, and outdoor spaces and associated landscape structures.

**Section 35.3:** Path lighting shall utilize fixtures with an 18-inch maximum height.

**Section 33.4:** All front door entrances must have no less than one light on the porch.

**Section 33.5:** Pilaster lights are required to be on during all hours of darkness.

**Section 33.6:** All lighting must be made within the improvement “envelope” and shall not penetrate an adjacent Lot. Lights may be placed in trees but must point down. If accent lighting is used for upward illumination on shrubbery, trees or house walls, then only low wattage lights may be used. No bright spotlights may be used to illuminate upwards.

## **Section 34: BASEMENTS**

**Section 34.1:** On all Lots where basements are possible to be included as part of the residence structure, Collin County shall be contacted and their approval must be obtained as to the grade elevation allowed for the basement floor. This must be done in order that the basement floor elevation shall not be constructed below any sewer elevations or flood plain limits.

**Section 34.2:** All basement exposures shall be constructed of matching exterior materials and must be approved by the ACC. Basements will be defined as a non-subterranean basement.

**Section 34.3:** Basement square footage does not count toward the minimum above grade requirements of 3,000 square feet for the main single family structure that excludes garages, covered patios, covered walkways, guest houses or any other structure on the property.



**Section 35: ARCHITECTURE**

**Section 35.1:** The architectural style and detailing of each residence in the Subdivision will be closely scrutinized by the ACC and approval of such will be a subjective aesthetic determination by the ACC. The ACC encourages architectural continuity through traditional architectural styles and the use of complimentary materials. While each home should compliment adjacent structures, every home should have a unique identity through the use of detailing. All architectural styles will be considered, but the ACC reserves the right to deny approval of contemporary or modern style homes to preserve the traditional nature of the subdivision.

**Section 36: PARKING**

**Section 36.1:** Each Lot shall provide for a minimum of two off-street parking spaces in addition to the driveway space. No on street parking will be allowed overnight in order to facilitate emergency vehicle access

## ARTICLE XXI

### CONTROLLED ACTIVITY REQUIREMENTS

#### Section 1: BOATS, RECREATION OR SIMILAR VEHICLES

**Section 1.1:** No boat, jet-ski, marine craft, aircraft, recreational vehicle, unattached pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any Lot or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. All boats so parked or stored must at all times be stored on a functioning trailer. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

#### Section 2: TRUCKS

**Section 2.1:** Trucks with tonnage in excess of two (2) ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property, except those used by a Builder during the construction of improvements or homeowner's place of business

#### Section 3: INFLAMMATORY OR EXPLOSIVE CARGO

**Section 3.1:** No vehicle of any size, which is manufactured to transport inflammatory or explosive cargo may be kept on the Property at any time.

#### Section 4: LONG TERM PARKING OR STORAGE OF VEHICLES

**Section 4.1:** No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, and pickup trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas, and all such vehicles must be parked in a driveway or garage and may not be parked in a yard.



## **Section 5: OIL OR MINING EQUIPMENT**

**Section 5.1:** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designated for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

## **Section 6: ANIMALS, LIVESTOCK OR POULTRY**

**Section 6.1:** Except as specifically permitted by this subparagraph, no animals, livestock or poultry of any kind shall be raised, bred or kept on the property except dogs, cats or other common household pets.

**Section 6.2:** Animals may not be raised for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, bees, hogs, pigs, sheep, guinea fowls, ducks, chickens, turkeys, emus, peacocks, ostriches, reptiles, tigers, large cats, skunks or any other animals that may interfere with quietude, health or safety of the community.

**Section 6.3:** Household pets may be kept the purpose of providing companionship for the private family.

## **Section 7: HORSE EXEMPTION**

**Section 7.1:** Owners of Lots 1 through 5, Block E may keep one (1) horse or pony per one and one-half (1.5) acre home site, provided that said horse or pony is contained on the Owner's Lot. No horse or pony shall be ridden, lead or walked on any Common Areas, right-of-ways or roadside ditches in the Subdivision.

## **Section 8: ANIMAL CONTROL**

**Section 8.1:** No animal shall be allowed or permitted on any portion of the Property, except the property of the Owner, unless such animal is under control of the Owner or another person by leash, rope, chain, or other restraining device, and no animal shall be allowed on any Lot without permission of the Owner of such Lot.

## **Section 9: COMPOSTING**

**Section 9.1:** Compost piles are allowed but may not be in view from streets or neighbors. They must be contained in an area established for them away from the main dwelling. They must be limited to grass, leaves and garden clippings only with no food scraps added in order to minimize wildlife attraction. Lime must be added to minimize offending odors.

## **Section 10: HAZARDOUS SUBSTANCES**

**Section 10.1:** No Hazardous Substance shall be brought onto, installed, used, stored, treated, buried, disposed of or transported over the Lots or the Property, and all activities on the Lots shall, at all times, comply with Applicable Law except those for use in the home or for pool maintenance in reasonable amounts. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq. and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

## **Section 11: ELECTRONIC ANTENNAS AND SATELLITE DISHES**

**Section 11.1:** No electronic antenna or device for receiving or transmitting any signal other than an antenna for receiving normal television, marine signals, citizens band signals or cellular telephone signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the ACC.

**Section 11.2:** No transmitting device of any type, which would cause electrical or electronic interference in the neighborhood, shall be permitted.

**Section 11.3:** All permitted antennae shall be located inside the attic of the main residential structure, except that up to two (2) antennae 36 inches or less in diameter may be permitted to be attached to the roof of the main residential structure, to not extend above said roof a maximum of four (4) feet, and three (3) satellite dish or other instrument or structure greater than 18 inches in diameter may be placed in the backyard of each Lot so long as it is completely screened from view from any street, alley, park or other public area and does not extend above the fence.

**Section 11.4:** All dishes shall be one solid color of black, brown, gray or tan. No multicolored dishes are permitted



## **Section 12: COMMERCIAL OR MANUFACTURING PURPOSES**

**Section 12.1:** no Lot or improvement thereon shall be used for commercial or manufacturing purposes of any kind.

**Section 12.2:** No illegal noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood.

**Section 12.3:** The Board shall have the sole and absolute discretion to determine what constitutes an annoyance or nuisance.

**Section 12.4:** Activities expressly prohibited, include, without limitation,

**Section 12.4.1:** the use or discharge of firearms, firecrackers or other fireworks on the Property;

**Section 12.4.2:** the storage of ammonium nitrate, flammable liquids in excess of ten (10) gallons; and

**Section 12.4.3:** other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion.

**Section 12.4.4:** Wind turbines, windmills or like structures will not be allowed to be constructed on the Lots for any purpose.

**Section 12.5:** A Builder's temporary use of a residence as a sales office until such Builder's last residence on the Property is sold is permitted with ACC approval.

**Section 12.6:** An Owner's use of a residence for quiet, inoffensive activities such as tutoring, maintaining a home office or a home business, so long as such activities do not materially increase the number of vehicles parked on the street or interfere with the other Owner's use and enjoyment of their Lots and residences, and so long as no advertising material is placed on the Property with respect to such activities, is allowed.

**Section 12.7:** Nothing in this paragraph or in these Restrictions shall prohibit the Declarant's temporary use of temporary improvements (such as a sales office and/or construction trailer) on a Lot, with related signage and advertising, until the last Lot in the Property is sold.

## **Section 13: SIGHT LINE LIMITATIONS**

**Section 13.1:** No fence, wall, hedge or shrub planting may exceed 3 ft. in height in order to not obstruct sight on the corners of the roadway. Any structure or planting must be a minimum of ten (10) feet from the edge of the street on both sides of the corner.

**Section 13.2:** No tree shall be permitted to remain within the ten (10) foot distance unless the foliage line is maintained above six (6) feet in height to prevent obstruction of sight lines.

**Section 13.3:** The lots that fall under the guideline restrictions of this section are Lots 4B, 1D, 1F, 4F, 10F, 11F, 18F, 21F, 1E and 5E.

#### **Section 14: PREVIOUSLY CONSTRUCTED BUILDINGS**

**Section 14.1:** Except for children's playhouses, doghouses, greenhouses, and gazebos, no building previously constructed elsewhere, including existing houses shall be moved onto any Lot. It is the intention that only new construction be placed and erected thereon. All buildings must meet the building requirements and have approval of the ACC.

#### **Section 15: SIGNAGE**

**Section 15.1:** No sign of any kind shall be displayed to the public view on any Lot except

**Section 15.1.1:** Two (2) professional security service signs of not more than one (1) square foot;

**Section 15.1.2:** One (1) sign of not more than five (5) square feet advertising the property for rent or sale;

**Section 15.1.3:** Signs used by a Builder to advertise the Property during the construction and sales period, each of which shall in any event, comply with all statutes, laws and ordinances governing sale, must be maintained in good condition, and must be removed within thirty (30) days after occupancy of the house;

**Section 15.1.4:** Political signs may advocate the election of one (1) or more political candidates or the sponsorship of a political party, issue or proposal; provided that such sign shall not be more than four (4) square feet and shall not be erected more than ninety (90) days in advance of the date of the election to which they pertain and are removed within ten (10) days after the election date;

**Section 15.1.5:** Personal signs indicating school affiliations, birth announcements and similar type signs, which are reasonable in number and size; and

**Section 15.1.6:** Contractor's signs used for advertising work performed on a Lot; provided that the sign shall not be erected more than ten (10) days prior to commencement of the work and are removed no later than thirty (30) days following completion of the work.



**Section 15.2:** The Association shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability to trespass or otherwise in connection with such removal.

**Section 15.3:** No person shall engage in picketing on any Lot, Common Area, or other public area within or adjacent to the Property.

**Section 15.4:** No vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, photographs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement or interfere with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

### **Section 16: CLOTHES DRYING**

**Section 16.1:** The drying of clothes in view of the front street (or side street on corner lots) is prohibited.

### **Section 17: LOTS AT INTERSECTIONS OR ADJACENT TO PUBLIC AREAS**

**Section 17.1:** Owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to public view shall install evergreen screening or other suitable enclosure to screen from public view the equipment and other items which are incident to normal residences, such as clothes drying equipment, yard equipment, wood piles, storage piles and the like.

### **Section 18: VIOLATIONS OF LAWS, STATUTES OR ORDINANCES**

**Section 18.1:** No Owner shall perform, fail to perform or permit anything to be done or not done on his Lot, which would violate any laws, statutes, ordinances or regulations of any kind or character.

### **Section 19: STABLES, PADDOCKS AND DOG RUNS**

**Section 19.1:** Private stables, corrals or paddocks are not permitted within 40 feet of any property line or dwelling.

**Section 19.2:** Dog runs may be fenced with coated chain link fence but may not exceed 20% of the total square footage of the Lot in size and must be approved by the ACC as to placement on the Lot. Dog runs must be screened with evergreens from neighboring views. They must be behind the sideline of the house and may not be visible from the front street.

**Section 19.3:** Stables, corrals and paddocks must be fenced and be approved by the ACC as to size and placement on the Lot.

### **Section 20: TRASH COLLECTION**

**Section 20.1:** The same trash pickup service will be provided for all Residents. The Association will negotiate a yearly contract with a trash pickup service, and all Residents will be required to use that service to provide for consistent “trash days”.

**Section 20.2:** Trash receptacles shall be visible from the street only on trash days and when not placed outside for pick-up, they must be stored in such a manner as to prevent wild life in the area access to the contents.

**Section 20.3:** The property owner must purchase Trash receptacles from the trash contractor. This requirement will maintain uniform trash containers throughout the neighborhood.

### **Section 21: DUMPING ON THE LOTS**

**Section 21.1:** No Lot or other area on the Property shall be used as a dumping ground for rubbish, trash, grass clippings or shrubbery trimming, or a site for the accumulation of unsightly material of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars, other vehicles or discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers and only on the rear portion of any of the Lots, except on those days trash is picked up. All incinerators or other equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition and only on the rear portion of any of the Lots, not in public view.

### **Section 22: NON LEGAL STREET VEHICLES**

**Section 22.1:** Non Legal street vehicles such as golf carts and all terrain vehicles shall be kept out of public view while not in use and may not be driven on public streets. They may not be ridden on any Lots other than the Lot of the owner of such vehicle.

### **Section 23: TERM OF RESTRICTIONS**

**Section 23.1:** The covenants and restrictions contained in this Declaration are to run with the land and shall be binding upon all the parties and all persons claiming under them in perpetuity from the date this Declaration is recorded in the Real Property Records of Collin County, Texas.



EXECUTED to be effective 11/14, 2011.

ADDRESS:

5501 Oakfield Dr.  
McKinney TX 75071

DECLARANT:

CREEKVIEW LANDING PROPERTY  
OWNER'S ASSOCIATION

By: [Signature]  
Name: Tim Doyle  
Title: President

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

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

GIVEN UNDER MY HAND AND OFFICE this the 14 day of November, 2011.

[Signature]

Notary Public in and for the State of Texas

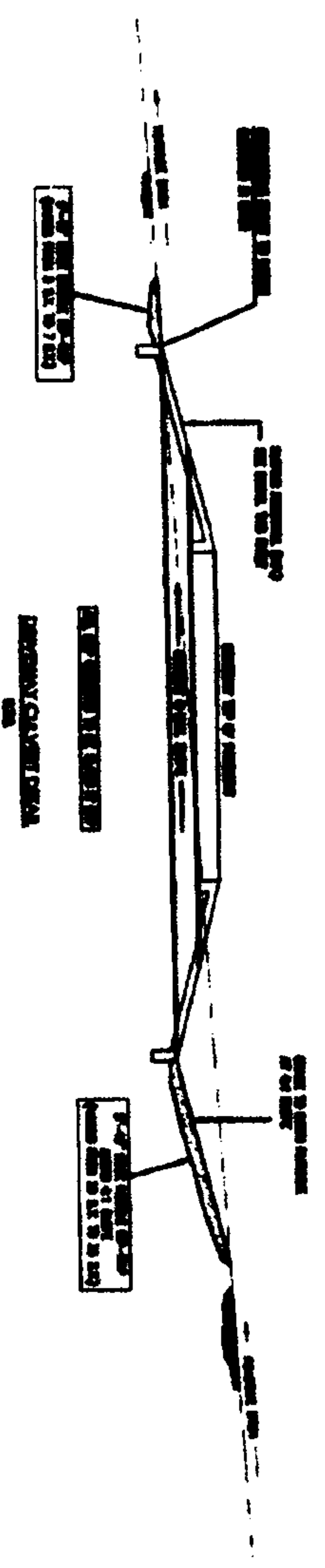
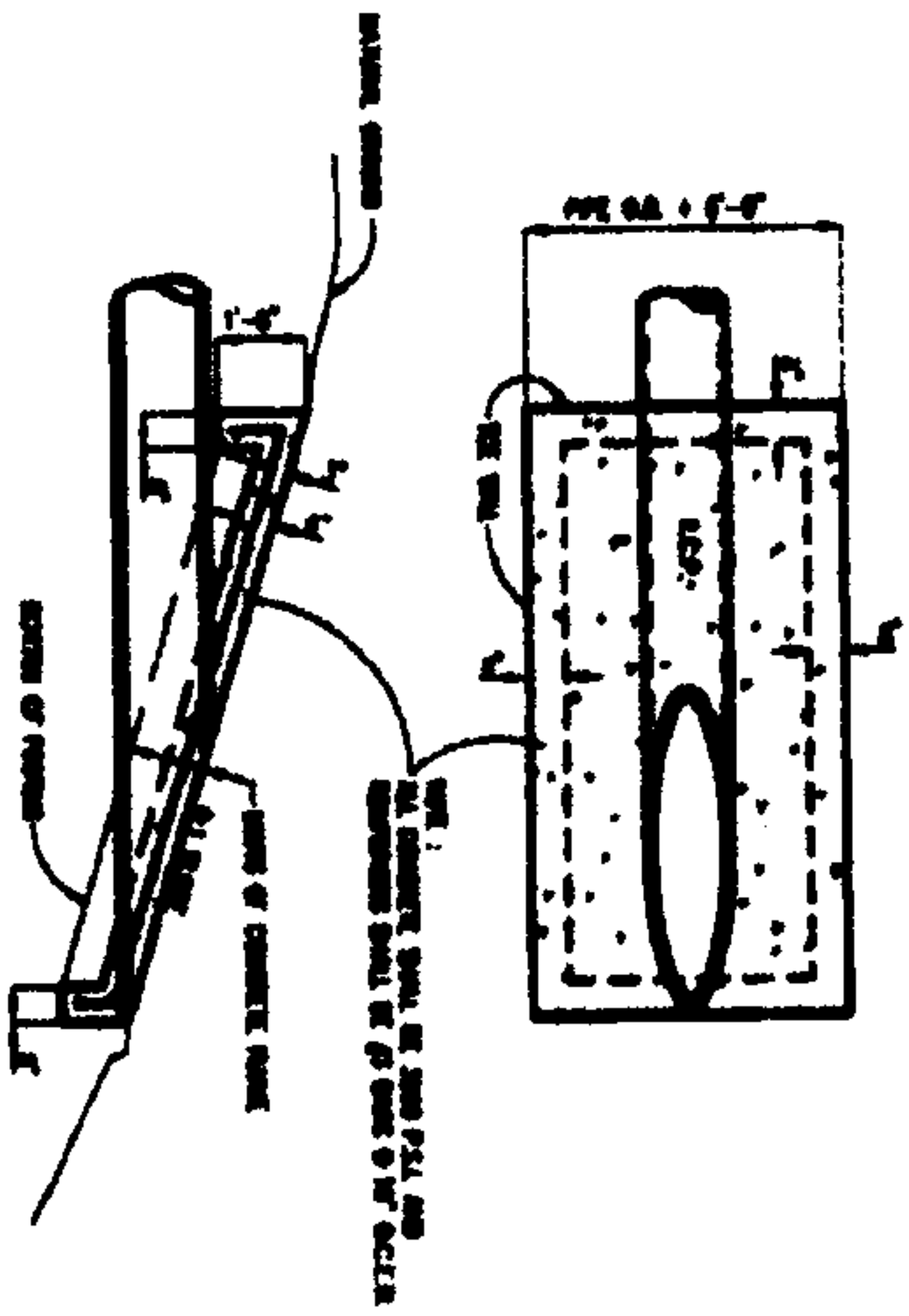
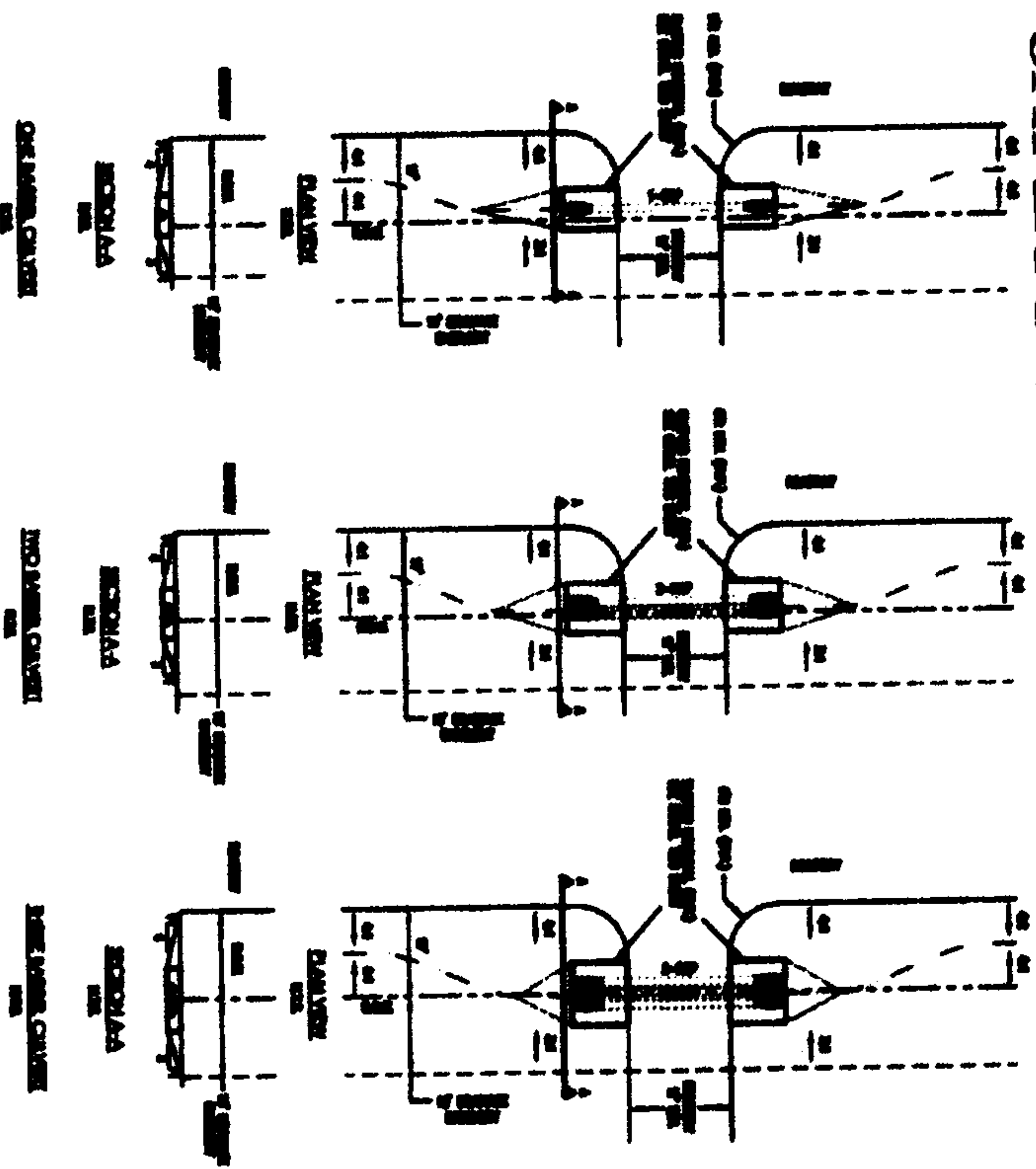






# EXHIBIT 2

## SAFETY END TREATMENT & DRIVEWAY DETAIL



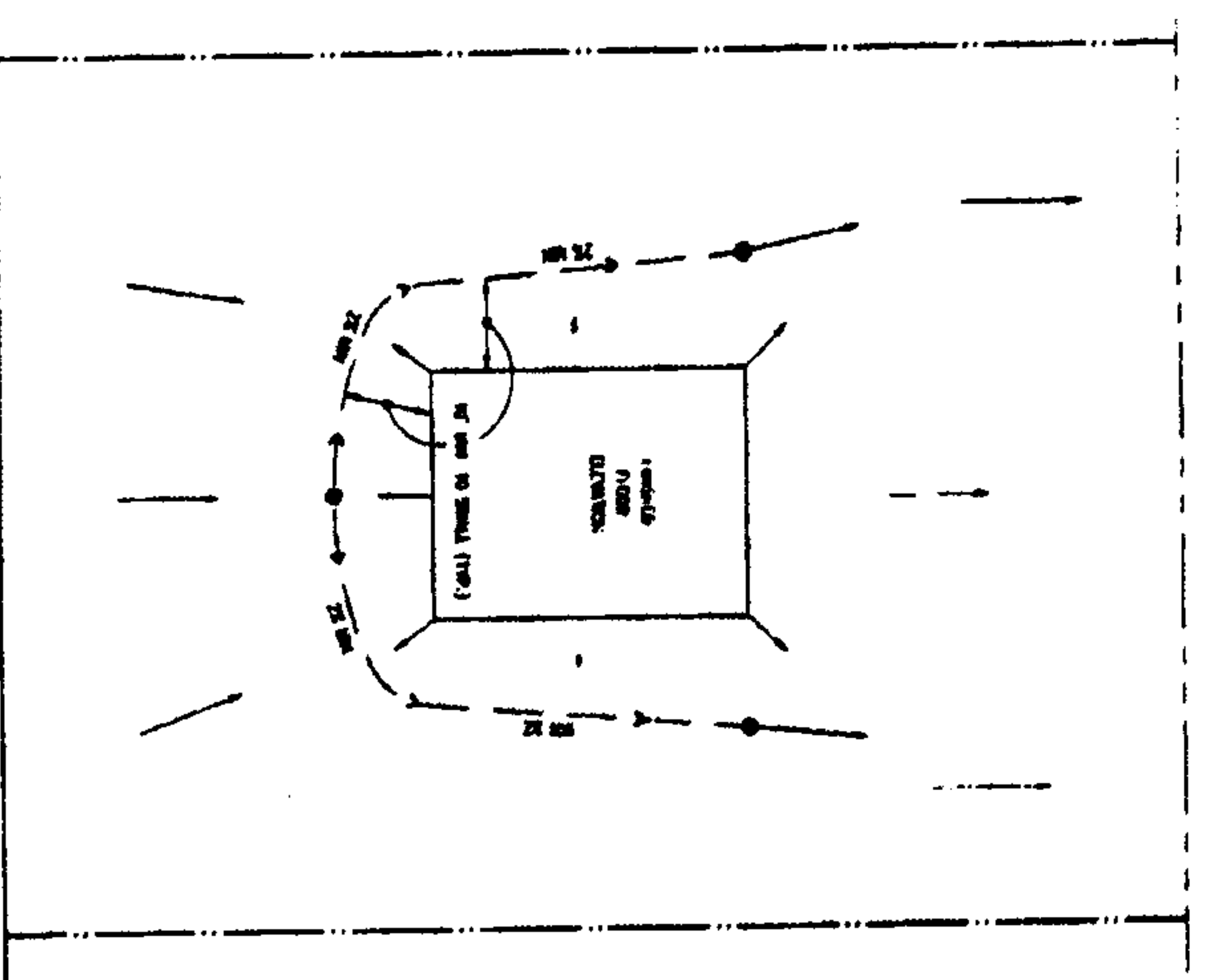
ALL WORK SHOWN TO BE PLACED ON EXISTING DRIVEWAY  
ALL WORK SHOWN WITH A MIN. 4" DIA. REINFORCING  
TO BE PLACED AT A MINIMUM OF 12"

EXHIBIT 3

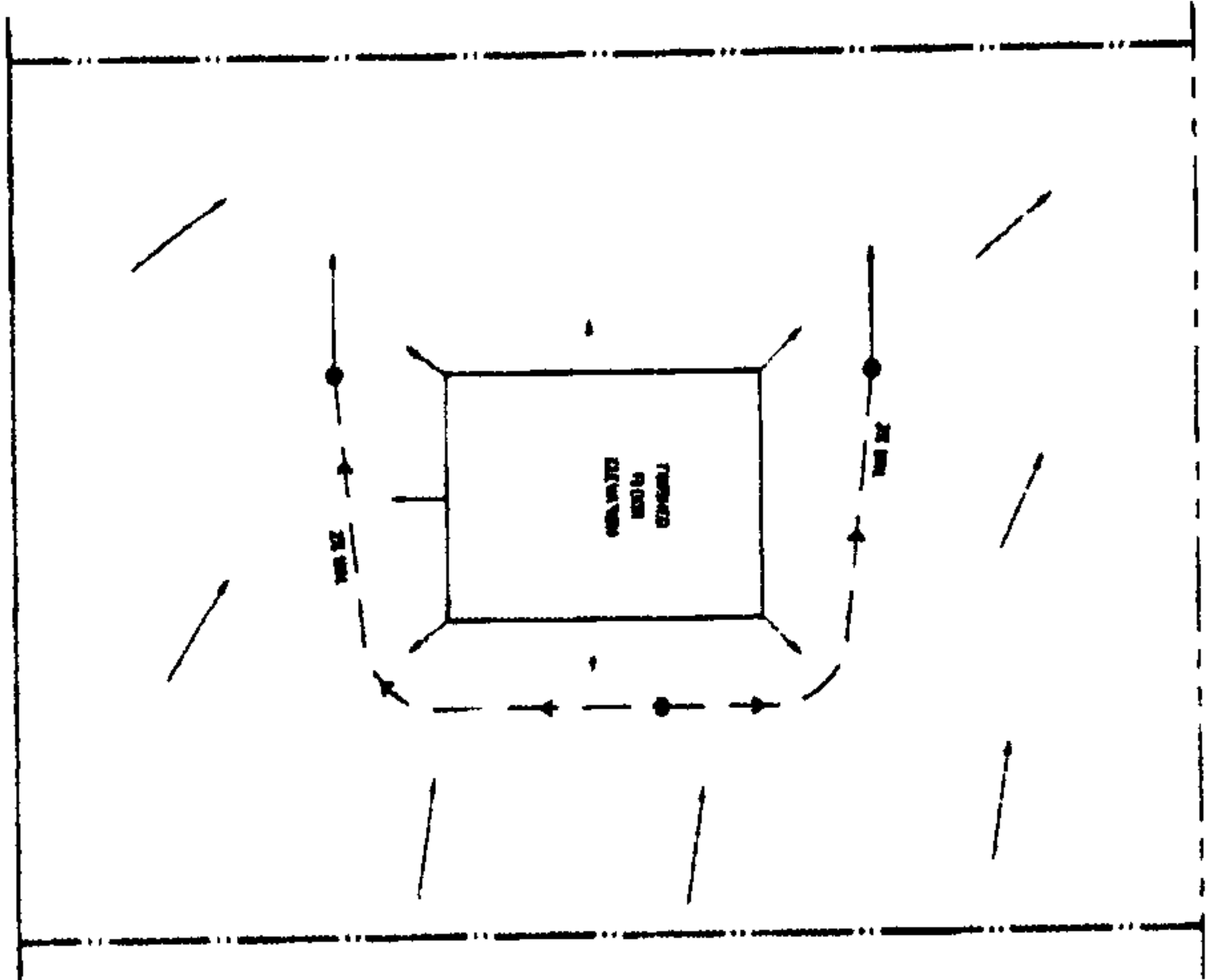
SHEET ROW

SHEET ROW

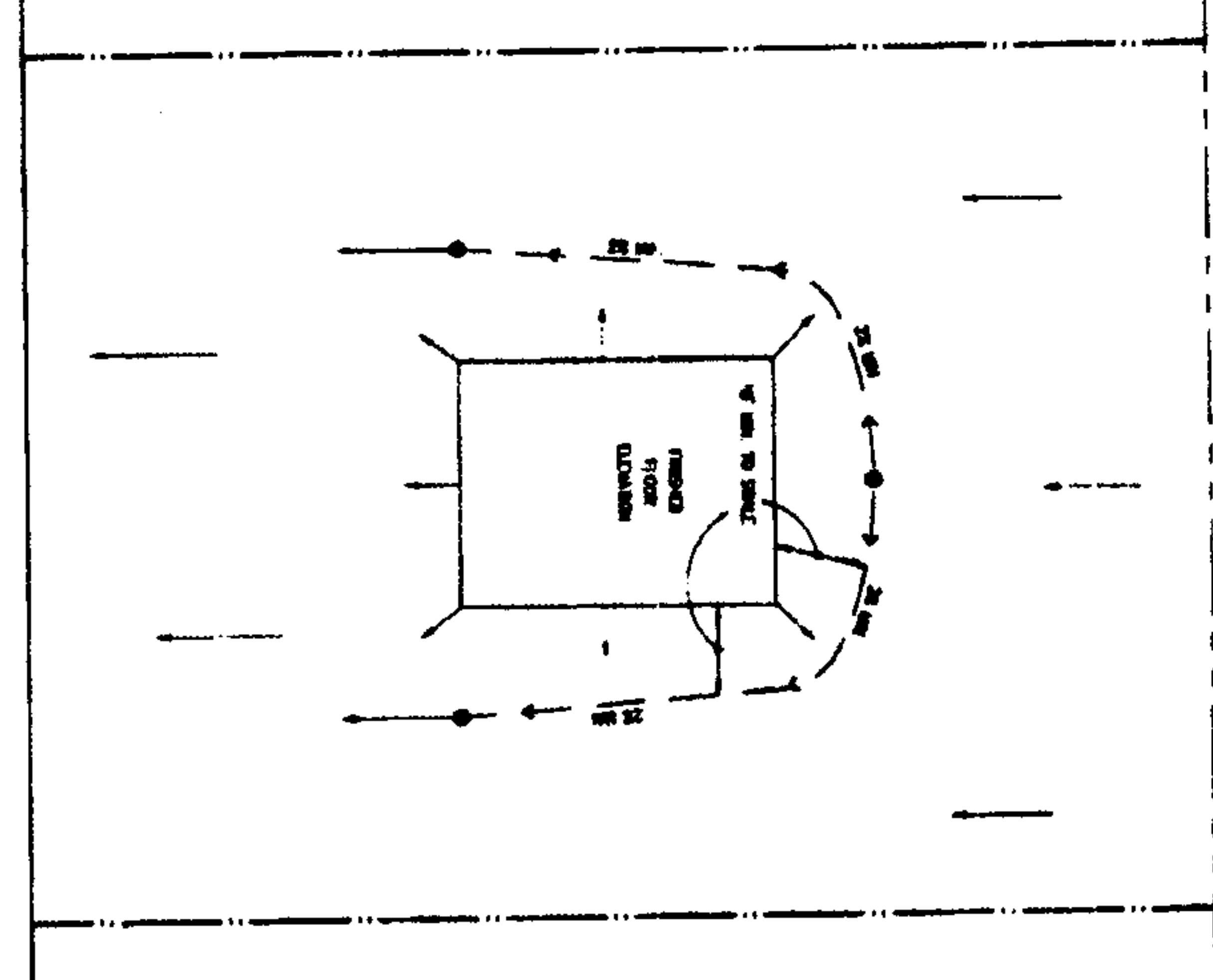
SHEET ROW



TYPICAL LOT GRADING - FLOW BACK TO FRONT  
R 15



TYPICAL LOT GRADING - FLOW SIDE TO SIDE  
R 15



TYPICAL LOT GRADING - FLOW FRONT TO BACK  
R 15

- LOT GRADING GENERAL NOTES
1. SLOPER IS RESPONSIBLE TO SQUARE IN ALL DRAINAGE & APPROXIMATE TO PROTECT STRUCTURE.
  2. SLOPER IS TO GRADE AWAY FROM HOUSE AND PAVED AT A MINIMUM DISTANCE OF 10 FEET WITH A MINIMUM SLOPE OF 1%.  
3. SLOPER IS TO CORRECTLY SWALE AROUND HOUSE AND PAVED AT A MINIMUM SLOPE OF 2% TO DRAIN DRAINAGE AWAY AND AWAY FROM THE HOUSE.
  4. SLOPER TO PLACE OBSERVANT CALYVES ACCORDING TO THE OBSERVANT CALYVES PLAN. SEE SHEET 22.

THIS PLAN IS THE PROPERTY OF NATHAN D. MAIER & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF NATHAN D. MAIER & ASSOCIATES, INC.



DATE	DESCRIPTION

**NDM**  
NATHAN D. MAIER  
LICENSED PROFESSIONAL ENGINEER  
STATE OF NORTH CAROLINA  
LICENSE NO. 34472

LOT GRADING PLAN  
OBSERVANT CALYVES  
DATE: 08/15/2011  
SCALE: AS SHOWN

DATE	DESCRIPTION



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
11/29/2011 01:28:00 PM  
\$264.00 DLAIRD  
20111129001285130



*Stacey Kemp*