

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

DUCK CREEK ESTATES

1170980

10/18/00

2359412

\$49.00

Deed

THIS DECLARATION (this "Declaration"), made this 26th day of September, 2000, by Garland 2 Creek Limited Partnership, a Texas limited partnership ("Declarant");

W I T N E S S E T H:

Introductory Statement

A. Declarant is the owner of one hundred fourteen (114) residential lots situated in the City of Garland, Dallas County, Texas, as more particularly described on Exhibit "A", attached hereto and made a part hereof, and the Association (as defined below) is the owner of two (2) common area lots described on Exhibit "B" attached hereto and made a part hereof (collectively the "Properties").

B. Declarant desires to provide for the maintenance of certain common areas within the Properties and for the maintenance and preservation of certain other areas, as hereinafter provided.

C. Declarant has further deemed it advisable, for the efficient preservation of the values and amenities within the Properties, to impose covenants upon the Properties and to create a non-profit corporation to which would be delegated and assigned the powers of performing the maintenance herein provided, and collecting and disbursing the assessments and charges, as hereinafter provided.

D. Declarant has caused or will cause to be incorporated under the Non-Profit Corporation Act of the State of Texas (the "Act") a non-profit corporation, Duck Creek Estates Homeowners Association, Inc. (the "Association").

NOW, THEREFORE, Declarant declares that the Properties shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants") hereinafter set forth.

Declaration

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

"ACC" means the Architectural Control Committee appointed by the Board in accordance with the provisions of Article VIII hereof.

"Assessments" shall mean and refer to the regular annual assessments, the special assessments and the default assessments provided in Section 3.1 hereof.

"Association" shall mean and refer to the Duck Creek Estates Homeowners Association, Inc., a Texas non-profit corporation.

"Board" shall mean the Board of Directors of the Association.

"Common Maintenance" shall mean and refer to normal and routine maintenance of Common Maintenance Areas as determined from time to time by the Board, including but not limited to: (i) mowing and edging Common Maintenance Areas, (ii) trimming Common Maintenance Areas with weed eaters, (iii) fertilizing, trimming shrubbery, turning flower beds and applying insect control chemicals to Common Maintenance Areas, (iv) maintaining irrigation and other utility systems, screening walls and retaining walls within the Common Maintenance Areas, (v) erosion control measures to protect the Lots adjacent to the Green Area Lots, (vi) removal of debris, silt and other substances which could obstruct the flow of storm water runoff within the Common Maintenance Areas, and (vii) removal of trash and debris from the Common Maintenance Areas. Common Maintenance shall not, in any event, include the trimming of trees, planting shrubbery, grass, trees or other landscaping, or any other maintenance or service except as determined by the Board to be within normal and routine maintenance of Common Maintenance Areas. In addition, at the election of the Board, Common Maintenance may include mowing and edging, as well as, maintaining irrigation and other utility systems, within the portion of the right-of-way of Duck Creek Drive and Wynn Joyce Road located between the street curbing and the sidewalk.

"Common Maintenance Areas" shall mean and refer to (i) the landscaped areas located within the three foot (3') Screening and Landscape Easement located along Duck Creek Drive and Wynn Joyce Road as shown on the Plat, (ii) the Green Area Lots, and (iii) screening walls, retaining walls, and any other common areas and landscaping lying within right-of-ways as the Board may elect to include within "Common Maintenance Areas" from time to time for maintenance by the Association.

"Declarant" shall mean and refer to Garland 2 Creek Limited Partnership, a Texas limited partnership, and its successors and assigns, and any assignee, other than an Owner, who shall

receive by assignment from Garland 2 Creek Limited Partnership all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

"Dwelling Unit" shall mean and refer to any building or portion of a building situated upon the Properties which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.

"Green Area Lots" shall mean Lots 1 and 2 of Block 5 as shown on the Plat which are owned by the Association and which are to be maintained as an area of natural drainage and vegetation.

"Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties which is shown as a lot thereon and which is or is to be improved with a residential dwelling.

"Maintenance Fund" shall have the meaning given to it in Section 3.1 hereof.

"Member" shall mean and refer to each Owner as provided herein in Article II.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of mortgages or other security devices, shall not mean or refer to any mortgagee or trustee under a mortgage or deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any conveyance in lieu of foreclosure.

"Plat" shall mean the plat of the subdivision recorded in Cabinet 180, Page 02087 of the Map Records of Dallas County, Texas.

"Properties" shall have the meaning given to it in Paragraph A of the Introductory Statement above, together with additions thereto as may be made subject to the terms of this Declaration by a Supplemental Declaration of Covenants executed and filed by Declarant in the Deed Records of Dallas County, Texas, from time to time; provided, that this Declaration shall only be applicable to those Lots situated within the Properties from and after the date upon which they are acquired by Declarant.

"Resident" shall mean and refer to each person (not otherwise an Owner or Member) authorized by an Owner to reside within such Owner's Dwelling Unit.

"Subdivision" shall mean and refer to the residential community arising out of the development and improvement of the Properties with Dwelling Units and the use and occupancy of the Properties as a residential subdivision.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; ADDITIONS TO THE PROPERTIES

2.1 Membership. Every Owner of a Lot shall automatically be a Member of the Association.

2.2 Classes of Membership. The Association shall have two classes of voting membership:

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

CLASS B. The Class B Member(s) shall be the Declarant. Until such time as all Lots held by the Class B Member(s) have been sold and conveyed, all votes of the Association shall be cast solely by the Class B Members, to the exclusion of the Class A Members. At such time as all Lots held by Class B Members have been sold and conveyed, then the Class B membership of the Association shall terminate and all votes shall thereafter be cast solely by Class A Members; provided, that in the event all Lots held by Declarant are sold and conveyed but thereafter Declarant again acquires one or more Lots, then and in such event Declarant shall again be a Class B Member until all such Lots have been sold and conveyed by Declarant.

2.3 Additions to the Properties. Additional tracts of land, together with the improvements situated thereon, may become subject to this Declaration and added to the Properties in the following manner. If Declarant is the owner of any property which it desires to add to the concept of this Declaration, it may do so by filing of record a Supplementary Declaration of Covenants and Restrictions which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property; provided, however, that such Supplementary Declaration may contain such complimentary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), for each Lot owned by any such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other

(b) All Common Maintenance Areas situated within the Properties shall be maintained by the Association with sums provided by Assessments, and such maintenance shall include and be limited to the items included within the defined term Common Maintenance herein. Under no circumstance shall any member of the Board or any officer or agent of the Association be liable to any Owner for any action or inaction of the Board with respect to any Common Maintenance, and each Owner hereby releases and relinquishes forever any claims, demands or actions which such Owner may at any time have or be deemed to have against the Board, any member of the Board or the Association with regard to Common Maintenance, whether arising out of the alleged negligence, misfeasance, malfeasance (but not gross negligence or willful misconduct) of any agent of the Association, any officer of the Association or any member of the Board.

3.4 Basis and Amount of Assessments.

(a) Until the year beginning January 1, 2001, the annual Assessment shall be Zero and No/100 Dollars (\$-0-) per Lot.

(b) Commencing with the year beginning January 1, 2001, and each year thereafter, the Board of Directors, at its annual meeting next preceding such January 1, 2001, and each January 1 thereafter, shall set the amount of the annual Assessment for the following year for each Lot, taking into consideration the current maintenance costs and the future needs of the Association; provided, that from and after January 1, 2001, in no event shall the annual Assessment for each Lot which is subject to being assessed for any year exceed the annual Assessment levied by the Board for the immediately preceding year by more than ten (10%) percent except only in the case of unusual or extraordinary costs and expenses to be paid by the Association as determined from time to time by the Board.

3.5 Special Assessments for Capital Items. In addition to the annual Assessments authorized by Section 3.4 above, the Association may levy in any Assessment year a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, any unanticipated cost or expense related to the Common Maintenance or for the cost of acquiring or replacing any capital item, including the necessary maintenance equipment and personal property related to the Common Maintenance; PROVIDED THAT any such Assessment for capital improvements shall have the assent of the Members entitled to cast two-thirds (2/3) of the votes of the members of the Association entitled to vote who either (i) are voting in person or by proxy at a meeting duly called for this purpose, as provided in Section 2.2, or (ii) execute a written consent in lieu of a meeting for such purpose.

3.6 Uniform Rate of Assessment. Both regular and special Assessments shall be fixed at a uniform rate for all Lots; provided, that no Lot shall be subject to any Assessment until the date upon which such Lot has been conveyed by Declarant to a third-party purchaser.

3.7 Date of Commencement of Assessments: Due Date.

(a) The initial Assessment provided for in Section 3.4 above shall commence on the date fixed by the Board to be the date of commencement, and shall be paid in advance, on the first day of each period designated by the Board thereafter; provided, however, that if the date of

commencement falls on other than the first day of a quarter, the Assessment for such quarter shall be prorated by the number of days remaining in the quarter.

(b) The due date or dates, if it is to be paid in installments, of any special Assessment under Section 3.5 above shall be fixed in the resolution authorizing such Assessment.

3.8 Duties of the Board with Respect to Assessments.

(a) The Board shall fix the date of commencement and the amount of the Assessment against each Lot for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board shall upon demand at any time furnish to any Owner liable for each Assessment a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid. Each such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

3.9 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of Association.

(a) If any Assessment or any part thereof is not paid on the date(s) when due (being the dates specified by the Board pursuant to Section 3.7 above), then the unpaid amount of such Assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such Assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Maintenance Areas or abandonment of his Lot.

(b) In furtherance of the Lien provided in Section 3.9(a) above, and to secure the full and timely payment of all Assessments and other amounts payable by each Owner hereunder, each Owner does hereby grant and convey unto Declarant, in trust as Trustee (the "Trustee"), the Lot owned by such Owner, subject to all easements and other encumbrances affecting such Lot; provided, that each such grant shall be subordinated to the lien of any mortgage or deed of trust to the extent provided in Section 3.10 below; and for these purposes the provisions of this paragraph shall be deemed to have created a deed of trust (the "Deed of Trust") covering all of the Lots with a power of sale granted to the Trustee in accordance with the provisions of Chapter 51 of the Texas Property Code (the "Code") and as it may be amended from time to time. The

Deed of Trust created hereby shall be upon the same terms and conditions, and shall provide to the Association all of the rights, benefits and privileges, of the Deed of Trust promulgated by the State Bar of Texas for use by lawyers designated as Form No. 2402, and all amendments, modifications and substitutions thereof, which form is hereby incorporated by reference for all purposes hereof. The Association, acting through its president, shall have the right in its sole discretion at any time, and from time to time, to appoint in writing a substitute or successor trustee who shall succeed to all rights and responsibilities of the then acting Trustee.

(c) Without limitation of the remedies available to the Association and to the other owners upon the occurrence of a default by any Owner in the payment of any Assessment or other amount due and payable hereunder, the Association may, at its election and by and through the Trustee, sell or offer for sale the Lot owned by the defaulting Owner to the highest bidder for cash at public auction in accordance with the provisions of the Code. The Association may, at its option, accomplish such foreclosure sale in such manner as permitted or required by the Code or by any other present or subsequent laws relating to the same. After the sale of any Lot in accordance with the provisions of this paragraph, the Owner of such Lot shall be divested of any and all interests and claims thereto, and the proceeds of any such sale shall be applied in the following order of priority: (i) to the payment of the costs and expenses of taking possession of the Lot, (ii) to the payment of reasonable Trustee's fees, (iii) to the payment of costs of advertisement and sale, (iv) to the payment of all unpaid Assessments and other amounts payable by such Owner to the Association hereunder, and (v) to the defaulting Owner or to any other party entitled thereto. The Association shall have the right to become the Purchaser at the sale of any Lot hereunder and shall have the right to be credited on the amount of its bid therefor all of the Assessments due and owing by the defaulting Owner to the Association as of the date of such sale.

(d) If any Assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained such judgment shall include interest on the Assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action. In addition to interest on delinquent amounts as set forth above, each Delinquent Owner shall be obligated to pay a late charge with respect to any Assessment which is not paid within thirty (30) days after the date due as determined from time to time by the Board.

3.10 Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

(a) bona fide mortgage or deed of trust liens for purchase money and/or home improvement purposes placed upon a Lot in which event the Association's lien shall automatically become subordinate and inferior to such lien,

(b) liens for taxes or other public charges as are by applicable law made superior to the Association's lien; and

(c) such other liens about which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien;

provided however, such subordination shall apply only to (i) the Assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Lot pursuant to the terms and conditions of any such mortgage or deed of trust or tax lien; and (ii) the permitted lien on the Lot alone. Such sale shall not relieve such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. Such subordination shall not apply where the mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation to pay Assessments and/or to hinder the Association in performing its functions hereunder.

3.11 Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charge and lien created herein.

(a) All properties dedicated and accepted by a local public authority and devoted to public use.

(b) All Lots owned by Declarant.

(c) The Green Area Lots owned by the Association.

ARTICLE IV

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

4.1 Powers and Duties.

(a) The Board, for the benefit of the Properties and the Owners, shall provide, and shall pay for out of the Maintenance Fund provided for in Section 3.1 above, the following:

(i) Care, preservation and maintenance of the Common Maintenance Areas, including without limitation Common Maintenance and the purchase and upkeep of any desired personal property used in connection with the maintenance of the Common Maintenance Areas.

(ii) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(iii) Legal and accounting services.

(iv) If deemed appropriate by the Board, a policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000 to indemnify against the claim of one person, \$300,000 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

(v) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(vi) Such fidelity bonds as the Board may determine to be advisable.

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

(b) The Board shall have the following additional rights, powers and duties:

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

(ii) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks), and, generally, to have all the powers necessary or incidental to the operation and manage of the Association.

(iii) To provide adequate reserve for maintenance and repairs.

(iv) To make reasonable rules and regulations for the maintenance and protection of the Common Maintenance, and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members.

(v) To make available to each Owner upon written request within sixty days after the end of each year an annual report and, upon the written request of one-tenth of the members, to have such report audited by an independent certified public accountant, which audited report shall be made available to each Member within thirty days after completion.

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

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

4.2 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made from the Maintenance Fund and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

ARTICLE V

EASEMENTS

5.1 Easement Reserved for the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot and the Properties for the carrying out by the Association of its rights, functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the Maintenance Fund.

5.2 Rights Reserved by Declarant. Declarant hereby reserves temporary construction easements for the construction, repair, removal, maintenance and reconstruction of improvements within the Properties, including the right to remove, on a temporary basis, fences, driveways, sprinkler systems, landscaping and other improvements as shall be reasonably necessary to enable such Declarant to complete the development and improvement of the Properties; provided, that any such improvements removed by any Declarant shall be replaced and/or restored, upon completion of the construction activities, to substantially their former condition. All claims for damages, if any, arising out of any such construction or other activities by Declarant are hereby waived by each Owner and the Association.

5.3 Rights Reserved to Municipal Authorities and Utility Companies. Full rights of ingress and egress shall be had by Declarant, any municipal authority having jurisdiction over the Properties, and any utility company which provides utilities to the Properties, at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would

constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Declarant, or any utility company or municipality, or any of its agents or servants are hereby waived by each Owner and the Association. Declarant further reserves the right to alter, redesign or discontinue any street, avenue or way shown on the subdivision plat not necessary for ingress or egress to and from an Owner's Lot, subject to the approval of the City of Garland, if required.

ARTICLE VI

PROTECTIVE COVENANTS

6.1 Residential Purpose Only. Each Lot and Dwelling Unit shall be used exclusively for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part thereof. No improvement or structure whatever, other than a first-class private Dwelling Unit, patio walls, swimming pool, and customary outbuildings, garage, servants' quarters or guest house may be erected, placed or maintained on any Lot. All parking spaces shall be used exclusively for the parking of passenger automobiles.

6.2 Building Size. Each residence on each Lot shall contain not less than 1,500 square feet of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, and other outbuildings and shall be computed from faces of exterior walls.

6.3 Building Materials. No dwelling shall be erected on a lot of material other than brick, stone, brick-veneer, or other masonry material unless the above named materials constitute at least seventy-five percent (75%) of the outside wall areas below the first floor plate line, excluding window and door areas, below gables or roof areas.

6.4 Rubbish, Etc. No Lot shall be used in whole or in part for the storage of rubbish or any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

6.5 Animals. No animals, livestock, or poultry shall be raised, bred or kept in any portion of the Properties except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

6.6 Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the Properties all activities normally associated with and convenient to the development of the Properties and the construction and sale of Dwelling Units on the Properties.

6.7 Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot, or upon any vehicle parked on or adjacent to any Lot, so as to be visible from public view except the following:

(a) For Sale Signs. An Owner may erect one (1) sign on his Lot, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of such Lot advertising the property for sale.

(b) Declarant's Signs. Signs or billboards may be erected by Declarant and any homebuilder during the construction and sale of the Lots.

(c) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship or a political party, issue or proposal, provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and shall be removed within fifteen (15) days after such election.

6.8 Campers, Trucks, Boats and Recreational Vehicles. No campers, commercial vans, commercial pickup trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, vehicles displaying any message intended for public view, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing approved by the ACC (as provided in Article VII hereof), and such vehicles and accessories are in an operable condition. The ACC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

6.9 Commercial or Institutional Use. No Lot, and no building erected or maintained on any Lot, shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes.

6.10 Building Standards. No building shall be erected or maintained on any Lot unless it complies with all applicable governmental requirements, including any applicable building codes and ordinances.

6.11 Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the ACC.

6.12 Fences. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards without prior consent of the ACC, and no fence, wall or hedge in excess of six feet (6') in height shall be erected or maintained on any Lot. Upon the construction of a Dwelling Unit upon any Lot which abuts Duck Creek Drive or Wynn Joyce Road, the Owner of such Lot shall construct and maintain in good condition and repair a wood fence adjacent to the interior boundary of the Screening and Landscape Easement located along Duck Creek Drive and Wynn Joyce Road, as applicable, as shown on the Plat meeting the following specifications: (i) six feet (6') in height, (ii) built on metal posts with a continuous 1" x 4" wood cap along the top, and (iii) with pickets facing out and without any horizontal rails being exposed to the streets. In the event an Owner fails to construct and main the fence required pursuant to the preceding sentence, and such failure continues for a period of thirty (30) days following written notice to such Owner by the Association, the Association may cure such default on behalf of the defaulting Owner, and any costs and expenses incurred by the Association in so curing such default shall constitute a "default assessment" pursuant to Section 3.1 above.

6.13 Antennae, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public street right-of-way directly in front of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ACC.

6.14 Chimneys. All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ACC.

6.15 Clothes Hanging Devices. Exterior clothes hanging devices shall not be permitted.

6.16 Window Treatment. No aluminum foil, reflective film, signs or similar treatment shall be placed on windows or glass doors.

6.16 Temporary Structures. No structure of a temporary character, mobile home, trailer, including boat trailer, basement, tent, shack, barn or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

ARTICLE VII

ARCHITECTURAL CONTROL

Anything contained in the foregoing Article VI of this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Properties, nor erection of or changes to or additions in fences, hedges, walls and other structures, nor construction of any swimming pools or other improvements, shall be

commenced, erected and maintained until (1) a preliminary sketch showing basic plan and general specifications of same shall have been submitted and approved by an Architectural Control Committee (herein called the "ACC") appointed by the Board, and (2) the final plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the ACC or by the Board; provided, however, that the provisions of this Article VII shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant. A copy of the approved plans and drawings shall be furnished by each Owner to the ACC and retained by the ACC. In the event the ACC or the Board fails to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the ACC nor the Board shall be entitled to compensation for, or liable for damages, claims or causes of actions arising out of, services performed pursuant to this Article. The provisions of this Article VII shall not be applicable to Declarant or to the construction or erection of any improvements, additions, alterations, buildings or other structures by Declarant upon any Lot.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Power of Attorney. Each and every Owner and Member hereby makes, constitutes and appoints Declarant (without the necessity of the joinder of the other Declarant) as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:

(a) to exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Properties;

(b) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Properties, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this

Declaration in the Dallas County Clerk's Office and shall remain in full force and effect thereafter until all Lots owned by Declarant have been sold and conveyed by Declarant to Class A Members.

8.2 Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an original fifty (50) year term expiring on the fiftieth (50th) anniversary of the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of at least fifty-one percent (51%) of all Lots within the Properties and recorded in the Deed Records of Dallas County, Texas, which contains and sets forth an agreement to abolish this Declaration; provided, however, no such agreement [where approved by less than seventy-five percent (75%) of the Owners of all Lots within the Properties] to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

8.3 Amendments. This Declaration expressly subject to change, modification and/or deletion by means of amendment at any time and from time to time as provided herein. This Declaration may be amended and/or changed in part as follows:

(a) In response to any governmental or quasi-governmental suggestion, guideline, checklist, requisite or requirement, particularly with respect to those entities or agencies directly or indirectly involved in, or having an impact on, mortgage financing, mortgage insurance and/or reinsurance, Declarant shall have the complete and unrestricted right and privilege to amend, change, revise, modify or delete portions of this Declaration, and each and every Owner and Member specifically and affirmatively authorizes and empowers Declarant, utilizing the attorney-in-fact status set forth in Section 8.1 above, to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as Declarant (in its sole and absolute discretion) shall deem reasonable and appropriate.

(b) Declarant may otherwise amend or change these Covenants by exercising its powers under Section 9.1 hereinabove or with the direct consent of the Owners of at least fifty-one percent (51%) of the Lots within the Properties.

(c) At such time as Declarant no longer owns any Lot within the Properties, this Declaration may be amended either by (i) the written consent of the Owners of at least fifty-one percent (51%) of the Lots within the Properties, or (ii) the affirmative vote of the Members entitled to cast fifty-one percent (51%) of the votes of the Members of the Association entitled to vote who are present at a meeting duly called for such purpose.

Any and all amendments shall be recorded in the Office of the County Clerk of Dallas County, Texas.

8.4 Enforcement. Each Owner of each Lot shall be deemed, and held responsible and liable for the acts, conduct and omission of each and every Resident, Member, guest and invitee affiliated with such Lot, and such liability and responsibility of each Owner shall be joint and

several with their Resident(s), Member(s), guests and invitees. The lien created hereby on each Lot shall extend to, cover and secure the proper payment and performance by each and every Resident, Member, guest and invitee affiliated with each Owner. Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage proximately caused by the conduct of their children (under the age of 18 years) within the Properties. Enforcement of this Declaration may be initiated by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by this Declaration, but failure by the Association or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association and the City of Garland, Texas are each specifically authorized (but not obligated) to enforce this Declaration. With respect to any litigation hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, from the non-prevailing party.

8.5 Validity. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Garland (including, without limitation, the Zoning Ordinance), then such municipal requirement shall control.

8.6 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise. Examples, illustrations, scenarios and hypothetical situations mentioned herein shall not constitute an exclusive, exhaustive or limiting list of what can or cannot be done.

8.7 Registration with the Association. Each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred,, various items of information to the Association such as: (a) the full name and address of each Owner, Member and Resident, (b) the full name of each individual family member who resides within the residential dwelling of the Lot Owner, (c) the business address, occupation and telephone numbers of each Resident; (d) the description and license plate number of each automobile owned or used by a Resident and brought within the Properties; (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Resident cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member and Resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

8.8 Notices to Resident/Member/Owner. Any notice required to be given to any Resident, Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when (i) deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the Resident, Member or Owner on the records of the Association at the time of such mailing, or when (ii) delivered by hand or by messenger to the last known address of such person within the Properties; or when (iii) posted on the Association's bulletin board for at least thirty (30) consecutive calendar days.

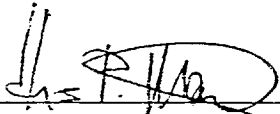
8.9 Disputes. Matters of dispute or disagreement between Owners, Residents or Members with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners, Residents and Members.

Witness the hand of an authorized representative of Declarant on the acknowledgment date noted below.

DECLARANT:

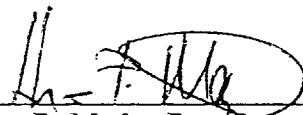
GARLAND 2 CREEK LIMITED PARTNERSHIP,
a Texas limited partnership

By: Garland 2 Creek Development Corporation,
General Partner

By: 
Charles P. Mady, President

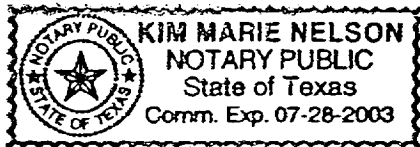
ASSOCIATION:

DUCK CREEK ESTATES HOMEOWNERS
ASSOCIATION, a Texas non-profit corporation

By: 
Charles P. Mady, President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26th day of September, 2000, by Charles P. Mady, President of Garland 2 Creek Development Corporation, General Partner of Garland 2 Creek Limited Partnership, a Texas limited partnership, on behalf of such limited partnership.

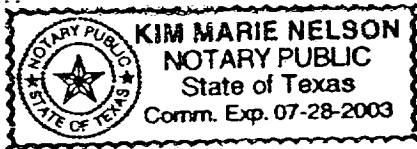


My Commission Expires:
7/28/03

Kim Marie Nelson
Notary Public in and for
the State of Texas
Kim Marie Nelson
Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26th day of September, 2000, by Charles P. Mady, President of Duck Creek Estates Homeowners Association, a Texas non-profit corporation.



My Commission Expires:
7/28/03

Kim Marie Nelson
Notary Public in and for
the State of Texas
Kim Marie Nelson
Printed Name

EXHIBIT "A"

Lots 1-41, Block 1; Lots 1-8, Block 2; Lots 1-43, Block 3 and Lots 1-22, Block 4 of Duck Creek Estates, an addition to the City of Garland, Dallas County, Texas, as evidenced by the Plat thereof recorded at Cabinet 180, Page 02087 of the Map Records of Dallas County, Texas.

EXHIBIT "B"

Lots 1 and 2, Block 5 of Duck Creek Estates, an addition to the City of Garland, Dallas County, Texas, as evidenced by the Plat thereof recorded at Cabinet 180, Page 0 2087 of the Map Records of Dallas County, Texas.

Record and Return to:

Jenkins & Gilchrist
1445 Ross Avenue, Suite 2500
Dallas, Texas 75202
Attention: Sophie Maleski, Paralegal

FILED

2000 OCT 18 AM 10:41

EARL WILLOCK
COUNTY CLERK
DALLAS COUNTY

COUNTY CLERK, Dallas County, Texas

Earl Willock



OCT 18 2000

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
STATE OF TEXAS
COUNTY OF DALLAS
I hereby certify this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped herein by me.