

**Documents For
Woodcreek Fate
Homeowners
Association, Inc.**

Articles of Incorporation

DEC 03 2003

Corporations Section

**ARTICLES OF INCORPORATION
OF
WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, hereby adopt the following Articles of Incorporation for a non-stock, non-profit corporation:

ARTICLE I
DEFINITIONS

The following words when used in these Articles of Incorporation shall have the following meanings:

- (a) "Common Area" shall mean all real and personal property which the Corporation now or hereafter owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.
- (b) "Corporation" shall mean and refer to Woodcreek Fate Homeowners Association, Inc., its successors and assigns.
- (c) "Declarant" shall refer to Woodcreek Fate Development Corp., a Texas corporation, or any successor, successor-in-title or assignee who takes title to any portion of its interest under the Declaration.
- (d) "Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions for Woodcreek Fate applicable to the Properties executed by Woodcreek Fate Development Corp. as Declarant, and recorded in the office of the County Clerk of Rockwall County, Texas, as the same may be amended.
- (e) "Member" shall refer to a Person entitled to membership in the Corporation, as provided in Article III of the Declaration.
- (f) "Owner" shall refer to one or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the owner.
- (g) "Person" shall refer to a natural person, a corporation, a partnership, trustee or any other legal entity.
- (h) "Properties" shall mean and refer to the real property as described in Exhibit "A" attached to the Declaration, together with such additional property as is hereafter subjected to the Declaration in accordance with Article IX of the Declaration.

(i) "Unit" shall mean a portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include its meaning, by way of illustration but not limitation, condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Areas, common property of any Village Association as defined in the Declaration, or property dedicated to the public. In the case of a structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

ARTICLE II

NAME

The name of the Corporation is Woodcreek Fate Homeowners Association, Inc.

ARTICLE III

NON-PROFIT CORPORATION

The Corporation is a non-profit corporation. The Corporation is organized in accordance with, and shall operate for non-profit purposes only pursuant to, the Texas Non-Profit Corporation Act, and does not contemplate pecuniary gain or profit to its Members. No Member, director or Person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Corporation be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member or director, provided, however, always (i) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Corporation for services rendered in effecting one (1) or more of the purposes of the Corporation and (ii) that any director may, from time to time, be reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles of Incorporation, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the non-profit purposes of this Corporation.

ARTICLE IV

PURPOSE OF THE CORPORATION

The Corporation is organized as a non-profit corporation for the sole purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Corporation as set forth in the Declaration. The general purpose for which the Corporation is formed pursuant to the Declaration is for the following purposes: improve, beautify, maintain, manage and operate the Common Area, and pay taxes and insurance premiums thereon, and to

promote the recreation, health, safety, convenience and welfare of the members of the Corporation, such benefits to include, by way of illustration but not limitation: providing professional management or financial services; providing patrol or watchman service; providing service contractors to manage and maintain recreational facilities; providing and maintaining lighting standards fixtures and facilities, plumbing equipment and drainage systems for the Common Area; fogging for insect control; providing garbage and rubbish pickup; maintaining the unpaved portion of, and any esplanades on, any street or right of way adjoining the Properties; as maintaining landscaping and other improvements (including without limitation, walls, retaining walls, monuments, signage and irrigation systems) contained within the esplanades and cul-de-sacs in any public streets located within the Properties, or in any landscape reserves; enforcing the provisions contained in the Declaration; employing one or more architects, engineers, attorneys, or other consultants, for the purpose of advising the Corporation in carrying out duties and authority as set forth herein or, for the maintenance and/or improvement of the Common Area for the benefit of the members of the Corporation.

ARTICLE V

REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Corporation is 975 One Lincoln Centre, 5400 LBJ Freeway, Dallas, Texas 75240. The name of its initial registered agent at such address is Julian Hawes, Jr.

ARTICLE VI

DURATION

The period of duration of the Corporation is perpetual.

ARTICLE VII

INCORPORATOR

The name and street address of the incorporator is:

Wm. Kevin Cherry
9400 N. Central Expressway, Suite 1616
Dallas, Texas 75231

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors consisting initially of three (3) individuals. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of non-profit corporations pursuant to the Texas Non-Profit Corporation Act. The number of Directors of the Corporation may be changed by amendment of the bylaws of the Corporation. The names and addresses of the three persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME AND ADDRESS

Julian Hawes, Jr.
975 One Lincoln Centre
5400 LBJ Freeway
Dallas, Texas 75240

Leon J. Backes
975 One Lincoln Centre
5400 LBJ Freeway
Dallas, Texas 75240

Joan M. Hammer
975 One Lincoln Centre
5400 LBJ Freeway
Dallas, Texas 75240

All of the powers and prerogatives of the Corporation shall be exercised by the initial Board of Directors named above until the first annual meeting of the Corporation.

ARTICLE IX **MEMBERSHIP**

Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Corporation, and membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Corporation.

ARTICLE X **VOTING RIGHTS**

The Corporation shall have two classes of voting membership, Class A and Class B; and the same shall have the voting rights provided in the Declaration. No Owner, other than the Declarant under the Declaration, shall be entitled to vote at any meeting of the Corporation until such owner has presented to the Corporation evidence of ownership of a qualifying property interest in a Unit. The vote of each qualifying owner may be cast by such Owner or by proxy given to such Owner's duly authorized representative.

ARTICLE XI **NO STOCK**

The Corporation shall have no stock or shares.

ARTICLE XII

DISSOLUTION

Upon dissolution of the Corporation, other than incident to a merger or consolidation, no Member, director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any assets of the Corporation. The assets both real and personal of the Corporation shall be dedicated (or contributed, in the case of reserve funds or other cash sums) to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those in which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization engaged in activities substantially similar to those of the Corporation and which are qualified as exempt organizations under the Internal Revenue Code of 1986 or the corresponding provisions of any United States Internal Revenue law.

ARTICLE XIII

LIMITATION OF DIRECTOR LIABILITY

A director of the Corporation shall not be personally liable to the Corporation for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Corporation existing at the time of the repeal or modification.

ARTICLE XIV

INDEMNIFICATION

In accordance with Article 2.22A of the Texas Non-Profit Corporation Act, the Corporation may indemnify to the full extent permitted by law any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the bylaws of the Corporation. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under any bylaw, agreement, vote of Members or otherwise.

ARTICLE XV

BYLAWS

The initial bylaws of this Corporation shall be adopted by the Board of Directors. The power to alter, amend or repeal the bylaws or adopt new bylaws is reserved to the Board of Directors, subject to the Declarant's rights relating thereto as provided in the initial bylaws.

ARTICLE XV
RELATED PARTIES

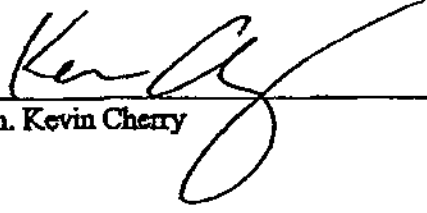
To the full extent permitted by Article 2.30 of the Texas Non-Profit Corporation Act and subject to the requirements thereof, (a) the Corporation may enter into contracts and transact business with one or more of its directors, officers, employees or Members, or with any firm of which any one or more of its directors, officers, employees or Members are members or with any corporation or association in which any one or more of its directors, officers, employees or Members are shareholders, directors, officers or employees; (b) any such contract or transaction shall not be invalidated or in any wise affected adversely by the fact that any such person has or may have interests therein which are or might be adverse to the interest of the Corporation, and (c) no director, officer, employee or shareholder having such adverse interest shall be liable to the Corporation or to any shareholder or creditor thereof, or to any other person, for any loss or liability incurred by reason of any such contract or transaction; nor shall any such director, officer, employee or shareholder be accountable to the Corporation, or otherwise, for any gains or profits realized thereon; provided always that, any such contract or transaction shall not, at the time at which it was entered into, have been actually fraudulent as to the Corporation and shall not have been upon terms at such time that were actually fraudulent on the Corporation.

ARTICLE XVII
AMENDMENT

Any amendment of these Articles of Incorporation shall be by proposal submitted to the membership of the Corporation except in certain instances as specified in the bylaws in which an amendment may be made by the Declarant. Other than such amendments by the Declarant, any such proposed amendment shall be adopted only upon an affirmative vote by the holders of more than fifty percent (50%) of the total number of votes of the Corporation, as determined under the Declaration. Also, until termination of the Class B membership, these Articles of Incorporation may not be amended without the approval of the Declarant. In the case of any conflict between the Declaration and these Articles, the Declaration shall control, and in the case of any conflict between these Articles and the Bylaws of the Corporation, these Articles shall control.

This document will become effective when the document is filed by the Secretary of State of the State of Texas. The undersigned incorporator signs these Articles of Incorporation subject to the penalties imposed by law for the submission of a false or fraudulent document.

IN WITNESS WHEREOF, I have hereunder set my hand this 1st day of December, 2003.



Wm. Kevin Cherry

**UNANIMOUS CONSENT OF DIRECTORS
IN LIEU OF THE ORGANIZATIONAL MEETING OF
THE BOARD OF DIRECTORS OF
WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.**

The undersigned, constituting the initial Board of Directors designated in the Articles of Incorporation of Woodcreek Fate Homeowners Association, Inc. (the "Association"), approved by the Secretary of State of the State of Texas and on file with the Secretary of State and the Association, pursuant to the provisions of the Texas Non-Profit Corporation Act, hereby consent to and adopt the following resolutions, and the resolutions adopted pursuant to such consent shall have the same force and effect as if adopted by unanimous vote of the undersigned at the organizational meeting of the Board of Directors.

1. Articles of Incorporation:

RESOLVED, that the Articles of Incorporation of the Association, as filed in the office of and approved by the Secretary of State of the State of Texas on December 3, 2003 and as reviewed by the Directors of the Association, are hereby approved and accepted as the Articles of Incorporation of this Association. The Secretary of the Corporation is directed to place the Articles of Incorporation in the corporate record book of the Corporation.

2. Directors:

RESOLVED, that the undersigned, being all the persons named in the Articles of Incorporation of the Association as the initial Directors of the Association, hereby accept appointment to such office and agree to serve as Directors of the Association until the first annual meeting of members of the Association and until their successors shall have been duly elected and qualified, or until their earlier death, resignation, disqualification or removal from office.

3. Bylaws:

RESOLVED, that the Bylaws for the regulation of the affairs of the Association, as reviewed by the Directors of the Association, are hereby accepted and approved, and the Secretary is directed to place the Bylaws in the corporate record book of the Association.

4. Minute Book:

RESOLVED, that the Minute Book presented by the Secretary is approved and adopted, and the Secretary is directed to insert it in the Articles of Incorporation and Certificate of Incorporation, the Bylaws and all minutes of meetings of the Board of Directors and committees thereof and of the members.

5. Corporate Seal:

RESOLVED, that the form of seal of the Association, an impression of which may appear in the margin of this Consent, is approved and adopted as the official seal of the Association.

6. Officers:

RESOLVED, that the following persons are elected to the office or offices set forth below opposite their names, to serve until the next annual meeting of the Directors of the Corporation and until their successors shall have been duly elected and qualified, or until their earlier death, resignation, disqualification or removal from office:

<u>Name</u>	<u>Office</u>
Julian Hawes, Jr.	President
Leon J. Backes	Vice President
Kevin Cherry	Secretary
Julian Hawes, Jr.	Treasurer
Julian Hawes, Jr.	Assistant Secretary
Joan M. Hammer	Assistant Secretary

7. Fiscal Year:

RESOLVED, that the fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year; and that the proper officers of the Association are authorized, empowered and directed, on behalf of the Association, to keep the books of account and financial records of the Association in accordance with such fiscal year.

8. Depository and Borrowing Resolutions:

RESOLVED, that a regular bank account in the name of the Association be opened at a financial institution selected by the President, wherein may be deposited any of the funds of the Association and from which withdrawals are hereby authorized in the name of the Association by the signature of any one (1) of the executive officers of the Association.

RESOLVED FURTHER, that the officers of the Association are authorized and directed to execute bank resolutions authorizing the opening of Association bank accounts in such form as said bank may customarily require, and such bank resolutions are incorporated herein by reference in this Consent as if set forth herein in full.

9. No Stock Certificates/Membership Cards:

RESOLVED, that no certificates of stock shall be issued by the Association, but the President, if it so desires, may have the Association issue one (1) Membership Card per Lot to the owner(s) of the Lot (as defined in the Declaration). Such Membership Card shall be surrendered to the Secretary whenever ownership of the Lot designated thereon is terminated.

10. Authority:

RESOLVED, that the officers of the Association are hereby severally authorized to (a) sign, execute, certify to, verify, acknowledge, deliver, accept, file and record any and all such instruments and documents, including but not limited to an Assumed Name Certificate, and (b) take, or cause to be taken, any and all such action in the name and on behalf of the Association or otherwise (as in any such officer's judgment shall be necessary, desirable or appropriate) in order to effect the purposes of the foregoing resolutions.


11. Incorporation Expenses:

RESOLVED, that the Treasurer of the Association is authorized and directed to pay out of the funds of the Association all fees and expenses arising out of the organization of this Association and to reimburse any person who has made any disbursements therefor.

EXECUTED as of December 8th, 2003.



Julian Hayes, Jr., Director



Leon J. Backes, Director



Joan M. Hammer, Director

Bylaws

AMENDMENT TO THE DECLARATION AND SUPPLEMENTAL
DECLARATIONS
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODCREEK FATE
[All Phases]

This Amendment to the Declaration and Supplemental Declarations of Covenants Conditions and Restrictions for Woodcreek Fate ("Amendment") is executed on the 19th day of December, 2019.

RECITALS

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek ("Declaration") dated March 26, 2003, was filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas, imposing upon the Properties (as defined in the Declaration) covenants, conditions and restrictions under a general plan of development for the benefit of the owners of each portion of the Properties; and

WHEREAS, the following Supplemental Declarations have been filed in the Real Property Records of Rockwall County, Texas: [1] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase II Addition dated March 25, 2003, recorded as instrument 00275592, in Volume 2920, Page 84; [2] Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Woodcreek Phase III Addition dated July 23, 2003; [3] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III-D Addition dated October 21, 2003; [4] Second Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III Addition dated December 12, 2003; and [5] Supplemental Declaration to the Declaration of Covenants and Restrictions for Woodcreek Phase 1-A and Woodcreek Phase 1-C Additions dated January 30, 2004 (collectively the "Supplemental Declaarations"); and

WHEREAS, certain Amendments have been made to the Declaration which are, together with the Supplements, subject to the amendments set forth below; and

WHEREAS, Section 18.2 of the Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" Membership, and thereafter the Declaration may be amended by a vote of 50% of the Class "A" Members; and

WHEREAS, the requirements of Section 18.2 have been satisfied;

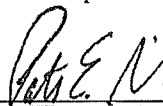
AMENDMENT

NOW, THEREFORE the Declaration, Supplemental Declarations, and any other governing document in conflict with the following amendments are hereby amended as follows:

1. Any Unit that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased.
2. Any lease shall be in writing and shall provide for a minimum initial term of at least 12-months. The Unit may not be subleased and the lease may not be assigned during the initial 12-month term of a Lot sold directly by a Builder. The purchaser must reside in the Unit for a minimum of 12-months before the Unit can enter a lease agreement.
3. All leases shall disclose that tenants and all occupants of the leased Unit are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.
4. Transient Use; Timesharing. No Unit shall be used for hotel or transient purposes, nor for overnight lodging of employees or guests when the Owner is not in residence. No Unit shall be used for operation of any type of timesharing, fraction-sharing, residence club, vacation club, destination club, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule, on a reservation basis, or on such other basis as may be set forth in the terms of the program.

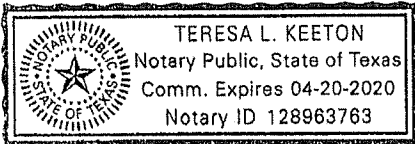
IN WITNESS WHEREOF, this Amendment to the Declaration and Supplemental Declarations in hereby executed to be effective upon the date recorded in the Real Property Records of Rockwall County, Texas.

WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.,
A Texas nonprofit corporation

By: 
Name: Patricia E. Seay
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 19 day of December, 2019, by Patrick E. Sessions President of WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.



Teresa L. Keeton
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

*Woodcreek, Fate Homeowners Association, Inc.
c/o FirstService Residential
100 Woodcreek Blvd
Fate, TX 75087*

Electronically Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
01/06/2020 02:40:25 PM
Fee: \$34.00
20200000000235



Shelli

**AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODCREEK FATE
[All Phases]**

This Amendment to the Declaration of Covenants Conditions and Restrictions for Woodcreek Fate ("Amendment") is executed on the 12th day of September, 2019, by SOUTSTAR WOODCREEK DEVELOPER, LLC ("Declarant"),

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas ("Master Declaration"), imposing upon the Properties (as defined in the Declaration) covenants, conditions and restrictions under a general plan of development for the benefit of the owners of each portion of the Properties (said instrument and all amendments and supplements thereto, including those referenced in Exhibit "A" hereto, being hereafter called the ("Declaration")); and

WHEREAS, Section 18.2 of the Master Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" Membership, and such Class "B" Membership has not yet terminated; and

WHEREAS, Declarant desires to amend the Declaration (including supplemental declarations and all phases of the Property) to provide for a capitalization fee as set out below;

NOW, THEREFORE, Declarant hereby amends Section 10.11 of the Master Declaration to read as follows:

10.11 Capitalization of Association. In addition to the regular assessments for a Lot, as a condition to the sale of every Lot by a Builder of a developed Lot and continuing thereafter each time a Lot is sold, a capital funding fee of \$500.00 shall be charged to the purchaser of the Lot being conveyed and paid by the purchaser of the Lot to the Association. The capital funding fee provided for herein may be increased from time to time as determined and approved by the Board of Directors of the Association.

2. This Amendment shall be effective as of January 1st, 2020.

3. All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect. If, however, any provisions of existing documents, including the Declaration and supplemental declarations are in conflict with the provisions hereof the provisions hereof shall govern.

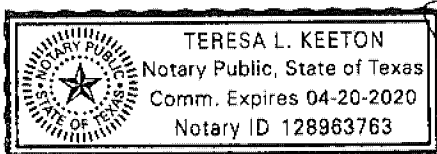
IN WITNESS WHEREOF, this Amendment to the Declaration is hereby executed by Declarant effective as of the date first above written.

DECLARANT: SOUTHSTAR WOODCREEK DEVELOPER, LLC

By: *Patrick E. Sessions*
Name: PATRICK E. SESSIONS
Title: MANAGER

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 12 day of SEPTEMBER 2019, by PATRICK E. SESSIONS, MANAGER of SOUTHSTAR WOODCREEK DEVELOPER, LLC, on behalf of said corporation.



Teresa L. Keeton
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

*Woodcreek, Fate Homeowners Association, Inc.
c/o FirstService Residential
100 Woodcreek Blvd
Fate, TX 75087*

EXHIBIT "A"

Declaration and Supplements

Following is a list of supplements annexing property to the plan and scheme of development of that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 113, Real Property Records of Rockwall County, Texas:

1. **PHASE II.** Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase II Addition dated March 25, 2003 and recorded in Volume 2920, Page 84, Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;
2. **PHASE III.** Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III Addition dated July 23, 2003, recorded in Volume 3266, Page 64, Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;
3. **PHASE III.** Second Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III Addition dated December 12, 2003, recorded in the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded in Volume 2920, Page 1 and Volume 2920, Page 113, Real Property Records of Rockwall County, Texas, and further makes reference to the Supplemental Declaration described in paragraph 2 above recorded in

Volume 3266, Page 64, Real Property Records of Rockwall County, Texas;

4. PHASE III-D. Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III-D Addition dated October 21, 2003, recorded in the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;

5. PHASE I-A & 1-C. Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase I-A & 1-C Additions dated January 30, 2004, recorded in the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;

Electronically Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
09/13/2019 11:16:21 AM
Fee: \$38.00
20190000015997



Pg: 1/4
AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODCREEK FATE
[All Phases]

This Amendment to the Declaration of Covenants Conditions and Restrictions for Woodcreek Fate ("Amendment") is executed on the 7 day of ~~NOVEMBER~~, 2018, by SOUTSTAR WOODCREEK DEVELOPER, LLC ("Declarant"),

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas ("Master Declaration"), imposing upon the Properties (as defined in the Declaration) covenants, conditions and restrictions under a general plan of development for the benefit of the owners of each portion of the Properties (said instrument and all amendments and supplements thereto, including those referenced in Exhibit "A" hereto, being hereafter called the ("Declaration")); and

WHEREAS, Section 18.2 of the Master Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" Membership, and such Class "B" Membership has not yet terminated; and

WHEREAS, Declarant desires to amend the Declaration (including supplemental declarations and all phases of the Property) to provide for a capitalization fee as set out below;

NOW, THEREFORE, Declarant hereby amends Section 10.11 of the Master Declaration to read as follows:

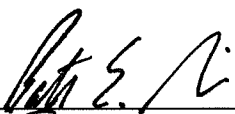
10.11 Capitalization of Association. In addition to the regular assessments for a Lot, as a condition to the sale of every Lot by a Builder of a developed Lot and continuing thereafter each time a Lot is sold, a capital funding fee of \$200.00 shall be charged to the purchaser of the Lot being conveyed and paid by the purchaser of the Lot to the Association. The capital funding fee provided for herein may be increased from time to time as determined and approved by the Board of Directors of the Association.

2. This Amendment shall be effective as of the date set forth above.

3. All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect. If, however, any provisions of existing documents, including the Declaration and supplemental declarations are in conflict with the provisions hereof the provisions hereof shall govern.


IN WITNESS WHEREOF, this Amendment to the Declaration is hereby executed by Declarant effective as of the date first above written.

DECLARANT: SOUTHSTAR WOODCREEK DEVELOPER, LLC

By: 
Name: PATRICK E. SESSIONS
Title: MR

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 7 day of November, 2018, by PATRICK E. SESSIONS, MR of SOUTHSTAR WOODCREEK DEVELOPER, LLC, on behalf of said corporation.


Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

*Woodcreek, Fate Homeowners Association, Inc.
c/o FirstService Residential
100 Woodcreek Blvd
Fate, TX 75087*

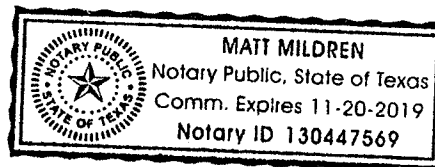


EXHIBIT "A"

Declaration and Supplements

Following is a list of supplements annexing property to the plan and scheme of development of that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 113, Real Property Records of Rockwall County, Texas:

1. **PHASE II.** Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase II Addition dated March 25, 2003 and recorded in Volume 2920, Page 84, Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;
2. **PHASE III.** Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III Addition dated July 23, 2003, recorded in Volume 3266, Page 64, Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;
3. **PHASE III.** Second Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III Addition dated December 12, 2003, recorded in the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded in Volume 2920, Page 1 and Volume 2920, Page 113, Real Property Records of Rockwall County, Texas, and further makes reference to the Supplemental Declaration described in paragraph 2 above recorded in

Volume 3266, Page 64, Real Property Records of Rockwall County, Texas;

4. PHASE III-D. Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III-D Addition dated October 21, 2003, recorded the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;

5. PHASE I-A & I-C. Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase I-A & I-C Additions dated January 30, 2004, recorded in the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;

Electronically Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
11/28/2018 03:48:04 PM
Fee: \$38.00
20180000021050





**RESOLUTION OF THE BOARD OF DIRECTORS
of the
WOODCREEK, FATE HOME OWNERS ASSOCIATION, INC.**

I, the undersigned President of **WOODCREEK, FATE HOME OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "**Association**"), hereby certify that, by unanimous consent, the Board of Directors of the Association, at a meeting duly called and held pursuant to the provisions of Article 1396-2.19 of the Texas Non-Profit Corporation Act (as codified in the Business Organizations Code), does hereby adopt the following resolution:

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek, Fate Home Owners Association, Inc., recorded as file clerk's instrument #: 275591 of the Real Property Records of Rockwall County, Texas, on March 31, 2003, as same may have been supplemented or amended (collectively hereinafter referred to as the '**Declaration**') establishes restrictive covenants for the maintenance, repair, upkeep, and alteration of Lots in Woodcreek, Fate to preserve and enhance the Lots, and for the common benefit of Owners and Residents of Woodcreek, Fate, as more particularly described in the Declaration; and

WHEREAS, the Declaration and applicable Texas law invests in the Board of Directors of the Association the authority to make and publish reasonable rules for the administration and enforcement of the restrictive covenants contained in the Declaration; and

WHEREAS, the Board of Directors has determined that it is in the best interest of the Association to establish the following Resolution supplemental to the restrictive covenants, rules, and regulations, to which the Lots are subject under the Declaration;

NOW, THEREFORE LET IT BE RESOLVED, that the Board of Directors does hereby **MAKE** the following rules:

RESOLVED, that REG CRUMP, PAT SESSIONS, and MATT MILDEN, shall be appointed to the Architectural Review Committee.

FURTHER RESOLVED, that all actions taken by the Officers or Authorized Agents of the Association, from and after this date, consistent with this Resolution, are hereby approved, ratified, and adopted as the act and deed of the Association.

In witness thereof, I have hereto set my hand and executed on this 20TH day of NOVEMBER, 2013.

WOODCREEK, FATE HOME OWNERS ASSOCIATION, INC.
A Texas non-profit Association

By:


Signature

Patrick E. Sessions
Name

President
Title

STATE OF TEXAS

COUNTY OF DALLAS

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This instrument was acknowledged before me on the 20TH day of NOVEMBER 2013, by PATRICK SESSIONS of WOODCREEK FATE HOME OWNERS ASSOCIATION, INC. a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Woodcreek, Fate Homeowners Association, Inc.
c/o FirstService Residential
100 Woodcreek Blvd
Rockwall, TX 75089

Filed and Recorded
Official Public Records
Shelli Miller County Clerk
Rockwall County Texas
01/06/2014 10 31 59 AM
\$30 00
20140000000124





Resolution of the Board of Directors – Architectural Review Committee



Woodcreek Fate Homeowners Association, INC.
100 Woodcreek Blvd
Rockwall, TX 75087

RESOLUTION OF THE BOARD OF DIRECTORS

Pursuant to the provisions of Article 9.10 of the Texas Non-Profit Corporation Act (the "Act"), the undersigned do hereby consent to, approve of and adopt the following resolution for *Woodcreek Fate Homeowners Association, INC.*:

WHEREAS, Section 1.3 of the By-Laws states that PRA/FATE DEVELOPMENT CORP. shall be the initial member designation.

WHEREAS, Declarant status and rights for *Woodcreek Fate Homeowners Association, INC.*, have been transferred to SOUTHSTAR WOODCREEK DEVELOPER, LLC.

WHEREAS, Section 5.1 of the By-Laws states "this Association shall be governed by a Board of Directors composed initially of three (3) persons. At any annual meeting of Members, the Members may elect to increase the number of members of the Board of Directors to not more than five (5) Directors." As defined in Section 5.2 of the By-Laws, "Directors During Class "B" Control Period. The Directors shall be selected by a majority of Class "B" Members acting in their sole discretion and shall serve at the pleasure of a majority vote of the Class "B" Members."

RESOLVED, pursuant to Section 5.2 of the By-Laws DIRECTORS for *Woodcreek Fate Homeowners Association, INC.* shall be as follows:

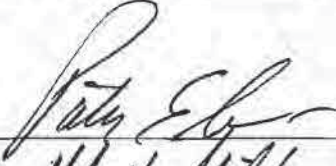
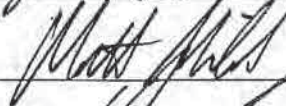



Patrick E. Sessions
Matt Mildren
Harry Rose
Alfredo Rodriguez-Walling
Richard Byrd

RESOLVED, pursuant to Section 6.2 of the By-Laws OFFICERS for *Woodcreek Fate Homeowners Association, INC.* shall be as follows:

President,	Patrick E. Sessions
Vice President,	Matt Mildren
Secretary,	Harry Rose
Treasurer,	Alfredo Rodriguez-Walling
Assistant Secretary,	Richard Byrd

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

EXECUTED this 21 day of October, 2013.

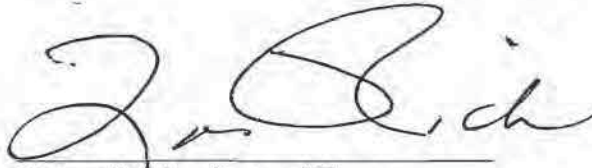
STATE OF TEXAS

COUNTY OF DAWAS

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§

This instrument was acknowledged before me on the 21 day of October, 2013, by PATRICK C. SESSIONS, MATT MILDREN, HARRY ROSS, ALFREDO RODRIGUEZ-WALKER and RICHARD BYRD of WOODCREEK FATE HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

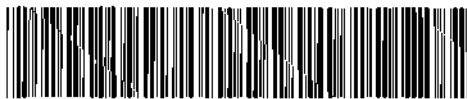
AFTER RECORDING RETURN TO:

Woodcreek, Fate Homeowners Association, Inc.
c/o FirstService Residential
100 Woodcreek Blvd
Rockwall, TX 75089

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
01/30/2014 08:43:55 AM
\$34.00
20140000001219







70 2012 00467073

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300

Instrument Number: 2012-00467073

As

Recorded On: May 07, 2012

Recordings

Parties: WOODCREEK FATE HOMEOWNERS ASSOC INC

To PUBLIC

Billable Pages: 3

Number of Pages: 3

Comment: RESOLUTION

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	20.00
Total Recording:	20.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

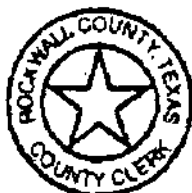
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2012-00467073
Receipt Number: 274951
Recorded Date/Time: May 07, 2012 03:46:05P
Book-Vol/Pg: BK-OR VL-6785 PG-278
User / Station: F H - Cashier Station 1

WOODCREEK HOA
100 WOODCREEK BLVD
ROCKWALL TX 75087



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Shelli Miller
Shelli Miller
Rockwall County Clerk

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
WOODCREEK, FATE
HOME OWNERS ASSOCIATION, INC.**

I, the undersigned President of **WOODCREEK, FATE HOME OWNERS ASSOCIATION, INC.**, a Texas non-profit Association (the "**Association**"), hereby certify that, by unanimous consent, the Board of Directors of the Association, at a meeting duly called and held pursuant to the provisions of Article 1396-2.19 of the Texas Non-Profit Corporation Act as codified in the Business Organizations Code), adopted the following resolutions:

WHEREAS, that certain *Declaration of Covenants, Conditions and Restrictions for Woodcreek, Fate Home Owners Association, Inc.*, recorded as file clerk's Instrument #: 275591 of the Real Property Records of Rockwall County, Texas on March 31, 2003, as same may have been supplemented or amended (collectively hereinafter referred to as the "**Declaration**") establishes restrictive covenants for the maintenance, repair, upkeep, and alteration of Lots in Woodcreek, Fate to preserve and enhance the Lots, and for the common benefit of owners and residents of Woodcreek, Fate, as more particularly described in the Declaration; and

WHEREAS, the Declaration and applicable Texas law invests in the Board of Directors of the Association the authority to make and publish reasonable rules for the administration and enforcement of the restrictive covenants contained in the Declaration; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish the following resolution supplemental to the restrictive covenants, rules and regulations, to which the Lots are subject under the Declaration;

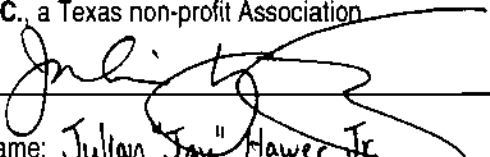
NOW, THEREFORE, BE IT RESOLVED that the Board does hereby **MAKE** the following rules:

- That Reginald Crump is hereby appointed to the Architectural Review Committee
- That Jay Hawes is hereby appointed to the Architectural Review Committee
- That Matt Mildren is hereby appointed to the Architectural Review Committee

FURTHER RESOLVED, that all actions taken by the officers or authorized agents of the Association, from and after this date, consistent with this Resolution, are hereby approved, ratified, and adopted as the act and deed of the Association.

IN WITNESS WHEREOF, I have hereto set my hand and executed on this 12th day of March, 2012.

WOODCREEK, FATE HOME OWNERS ASSOCIATION,
INC., a Texas non-profit Association


Name: Julian Jay Hawes Jr.

Title: President

THE STATE OF TEXAS

§
§

COUNTY OF ~~ROCKWALL~~ DALLAS §

This instrument was acknowledged before me on the 12TH day of MARCH,
2012 by JULIAN "JAY" HAWES, JR., President of Woodcreek, Fate Home Owners Association,
Inc., on behalf of said corporation.



Notary Public In and For the State Of Texas



Inst # 00467073

Filed for Record in: Rockwall County
On: May 07, 2012 at 03:46P



2009-00425054

Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300

Instrument Number: 2009-00425054

As

Recorded On: November 09, 2009

Recordings

Parties: WOODCREEK FATE HOMEOWNERS ASSOCIATION INC

Billable Pages: 4

To SPENCER CHARLES W

Number of Pages: 4

Comment: APPOINT SUB TRUSTEE

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	24.00
Total Recording:	24.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2009-00425054
Receipt Number: 228724
Recorded Date/Time: November 09, 2009 11:55:35A
Book-Vol/Pg: BK-OR VL-5959 PG-257
User / Station: F H - Cashier Station #4

Record and Return To:

CHARLES SPENCER
P O BOX 835827
RICHARDSON TX 75083



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law

Lea Carlsoe

Lea Carlsoe
Chief Deputy, Rockwall County Clerk

4
1-1-14

APPOINTMENT OF SUBSTITUTE TRUSTEE

THE STATE OF TEXAS

§

COUNTY OF ROCKWALL

§

§

WHEREAS, that certain *Declaration of Covenants, Conditions and Restrictions for Woodcreek*, dated March 25, 2003, and recorded on March 31, 2003, as Instrument Number 275597, in Volume 2920, Pages 1 *et. seq.* of the Real Property Records of Rockwall County, Texas, and re-filed in Volume 2920, Pages 113 *et. seq.* of the Real Property Records of Rockwall County, Texas, together with each and every supplement, amendment and/or restatement thereto, including but not limited to those certain supplements, amendments and/or restatements more particularly described in attached Exhibit "A" (hereinafter collectively referred to as the "Declaration"), reference to which is hereby made for all purposes, established a general plan of development for the planned community known as Woodcreek Fate (the "Community") as more particularly described therein.

WHEREAS, an owners association was formed, being Woodcreek Fate Homeowners Association, Inc. (the "Association"), and, acting through its Board of Directors (the "Board"), is vested with the powers and duties necessary for the administration of the Association's affairs, for the operation and maintenance of the Community, and for the enforcement of the covenants contained in the Declaration.

WHEREAS, the Declaration establishes a Covenant for the payment of assessments, the general purpose of which shall be used to preserve and enhance the Community, and for the common benefit of owners and residents of the Community, including but not limited to maintenance of real and personal property, management and operations of the Association, and any expense reasonably related to the purposes for which the Community was developed as more particularly described in the Declaration.

WHEREAS, the Declaration further establishes an Assessment Lien on each Lot within the Community to secure the payment of monies due and owing the Association by the owner of each Lot within the Community.

WHEREAS, the Declaration further grants to the Association a Power of Sale and the right to exercise the Association's lien rights on behalf of the Association.

WHEREAS, the Declaration further grants the Board the authority to appoint, from time to time, any person to exercise the Association's lien rights on behalf of the Association, including the power of sale.

WHEREAS, the Board, at a duly called meeting, has adopted a resolution to appoint CHARLES W. SPENCER, EMILY P. DANIELL, KERI R. O'MALLEY, and RACHEL S. ROSIERE, Substitute Trustees under the Declaration and directs said Substitute Trustees, jointly and/or individually, to enforce the Power of Sale in accordance with the Declaration.

RESOLVED that the undersigned, acting on behalf of the Board, does hereby **MAKE, CONSTITUTE AND APPOINT** CHARLES W. SPENCER, EMILY P. DANIELL, KERI R. O'MALLEY, and RACHEL S. ROSIERE of Dallas County, Texas, Substitute Trustees to act, jointly and/or individually, under and by virtue of the Declaration and to succeed to all of the title, powers and duties heretofore granted to the Trustee previously named and appointed, if any, and the Board hereby

authorizes the Substitute Trustees to enforce the power of sale contained in the Declaration in accordance with its terms and applicable law.

EXECUTED this 21 day of October, 2009.

Woodcreek Fate Homeowners Association, Inc.

By: [Signature]

Name: Julian Hawes, Jr.

Title: President

THE STATE OF TEXAS

COUNTY OF Dallas

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This instrument was acknowledged before me on the 21st day of October, 2009, by Julian Hawes, Jr., President of Woodcreek Fate Homeowners Association, Inc., on behalf of and as the official act and deed of Woodcreek Fate Homeowners Association, Inc.



[Signature]

Notary Public In and For the State of Texas

My Commission Expires: 8-15-2010

EXHIBIT "A"

1. *Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase II Addition*, dated March 25, 2003, and recorded on March 31, 2003, as Instrument Number 275592, in Volume 2920, Pages 84 *et. seq.* of the Real Property Records of Rockwall County, Texas
2. *Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Woodcreek and Declaration of Covenants, Conditions and Restrictions for Woodcreek Phase III Addition*, dated July 23, 2003, and recorded on July 30, 2003, as Instrument Number 284862, in Volume 3120, Pages 210 *et. seq.* of the Real Property Records of Rockwall County, Texas
3. *Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III-D Addition*, dated October 21, 2003, and recorded on October 24, 2003, as Instrument Number 291603, in Volume 3266, Pages 64 *et. seq.* of the Real Property Records of Rockwall County, Texas
4. *Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III Addition*, dated December 12, 2003, and recorded on December 16, 2003, as Instrument Number 295116, of the Real Property Records of Rockwall County, Texas
5. *Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase I-A and Woodcreek Phase I-C Additions*, dated January 30, 2004, and recorded on February 9, 2004, as Instrument Number 298226, in Volume 3393, Pages 99 *et. seq.* of the Real Property Records of Rockwall County, Texas
6. *Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodcreek [All Phases]*, dated June 12, 2007, recorded on July 10, 2007, and recorded as Instrument Number 381441, in Volume 5135, Pages 249 *et. seq.* of the Real Property Records of Rockwall County, Texas
7. *Amended and Restated Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodcreek Fate [All Phases]*, dated September 10, 2007, recorded on September 24, 2007, as Instrument Number 386068, in Volume 5225, Pages 134 *et. seq.* of the Real Property Records of Rockwall County, Texas
8. *Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodcreek Fate [All Phases]*, dated November 19, 2008
9. *Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodcreek Fate [All Phases]*, dated December 18, 2008

Inst #: 00425054

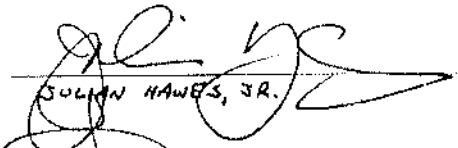
Filed for Record in: Rockwall County
On: Nov 09, 2009 at 11:55A

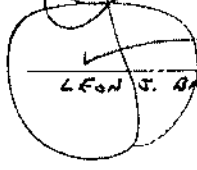
**WOODCREEK FATE
HOMEOWNERS ASSOCIATION, INC.
2711 North Haskell, Suite 2650
Dallas, Texas 75204**

RESOLUTION

The Board of Directors for Woodcreek Fate Homeowners Association, Inc.
resolves to adopt the attached year 2007 Operating Budget.

EXECUTED as this 30th day of NOVEMBER, 2006.



JULIAN HAWES, SR.


LEON S. BACKES

WOODCREEK FATE
2006/2007 FINAL BUDGET COMPARISON

		2006			2007
		Budget	YTD- (10/31/06)	Proj. Actuals	Budget
Insurance and Taxes					
7910	Directors and Officers Insurance	1,036	863	1,036	1,036
7920	Texas Commercial Property Policy	8,430	7,284	8,430	11,541
7930	Excess Liability Policy	402	353	402	612
7950	Workers Compensation	250	208	250	250
7960	Property Taxes	150	63	150	150
7970	Franchise Taxes	100	-	100	100
Total Insurance and Taxes		\$ 10,368	\$ 8,771	\$ 10,368	\$ 13,689
TOTAL OPERATING EXPENSES		\$433,323	\$ 302,769	\$ 390,141	\$ 488,918
TOTAL SURPLUS/DEFICIT		\$ (7,487)	\$ (46,159)	\$ 3,218	\$ -

Resolution of the Board of Directors of the WoodCreek Homeowners Association Inc.

As established in the Bylaws of The WoodCreek Homeowners Association, Inc. Article V, Section 5.7 Powers (a) the Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Associations affairs and as provided by law may do or cause to be done all acts and things are not by the Declaration, Articles or these By-Laws directed to be done and exercised exclusively by the members of the membership generally (vi) making and amending rules and regulations.

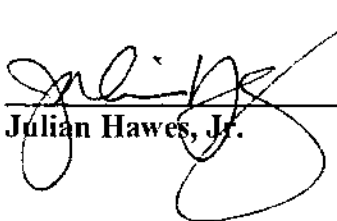
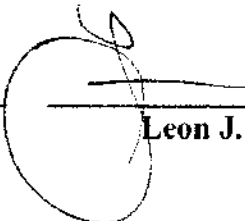
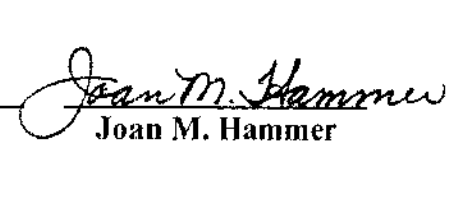
The Board of Directors has determined it is in the best interest of the community to revise Article IV Section 4.3 of the Bylaws to read:

Annual Meetings. Annual meetings shall be held during the second quarter of each calendar year.

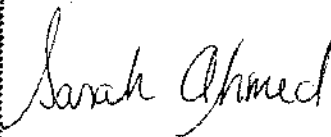
The Board of Directors shall make available a copy of this resolution to members and prospective members of the Association.

EXECUTED this 26 day of June, 2006.

Board of Directors:

		
Julian Hawes, Jr.	Leon J. Backes	Joan M. Hammer





BY-LAWS
OF
WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 **NAME.** The name of the organization shall be **Woodcreek Fate Homeowners Association, Inc.**, hereinafter called "Association".

1.2 **PRINCIPAL OFFICE.** The principal office of the Association shall be located at such suitable and convenient place as shall be permitted by law and designated by the Board of Directors.

1.3 **DEFINITIONS OF TERMS.** The terms used in these By-Laws, to the extent they are defined in the Declaration of Covenants, Conditions and Restrictions for Woodcreek executed by PRA/Fate Development Corp. as Declarant (the "Declaration"), shall have the same definition as set forth in the Declaration, as the same may be amended from time to time, recorded in the office of the County Clerk of Rockwall County, Texas.

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 **PURPOSE.** The purpose for which this non-profit Association was formed is to be and constitute the homeowners' association referenced in the Declaration to provide for the governance and maintenance of the Woodcreek subdivision situated in the County of Rockwall, State of Texas.

2.2 **OWNER OBLIGATION.** All present or future owners or any other person who might reside in the Properties are subject to the regulations set forth in these By-Laws. The mere acquisition of any of the residential lots or other Units (the "Lots") comprising the Properties or the mere act of occupancy of any residential dwellings (the "Dwellings") on the Lots will signify that these By-Laws are accepted, ratified and will be strictly followed by such owner or occupant.

ARTICLE III

DEFINITIONS AND TERMS

3.1 **MEMBERSHIP.** Any person on becoming an Owner of a Lot shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the

Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Lot to the Owner(s) of the Lot. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Lot designated thereon is terminated.

3.2 VOTING RIGHTS.

- (a) The Association shall have two classes of membership.

CLASS "A": Class "A" Members shall be all Members other than the Declarant. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interest 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 (1) vote be cast with respect to any Lot.

CLASS "B": The sole Class "B" Members shall be the Declarant, and any other Declarant Affiliates. Such parties, as the sole Class "B" Members, shall be entitled to ten (10) votes for each Lot they own. When any Class "B" Member transfers ownership of a Lot to any person or entity other than a Class "B" Member, the Class "B" Membership with respect to such Lot shall terminate. The Class "B" Membership, as a whole, shall cease and shall be converted to Class "A" Membership upon expiration of the Class "B" Control Period as provided in Section 5.2.

(b) Except as otherwise specifically set forth elsewhere in these By-Laws, the Articles or the Declaration, (i) any action requiring the approval of the Members shall require the assent of a majority of the votes of the Members in attendance in person or by proxy at a duly called meeting at which a quorum is present, or (ii) alternatively, any action requiring the approval of the Members may be taken with the written assent of more than fifty percent (50%) of the outstanding votes of the Members.

3.3 MAJORITY OF UNIT OWNERS OR CLASS "B" MEMBERS. As used in these By-Laws and the Declaration, (a) the phrase "majority of the Members" shall mean those Members with more than fifty percent (50%) of the votes entitled to be cast, and (b) the phrase "majority of the Class "B" Members" shall mean those Class "B" Members with more than fifty percent (50%) of the Class "B" votes entitled to be cast.

3.4 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members entitled to cast ten percent (10%) of the votes of each class of Members shall constitute a quorum.

3.5 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

3.6 SUSPENSION OF VOTING RIGHTS. The voting rights of any Member may be suspended by the Board of Directors for any period during which any assessment remains past due, unless the Member is in good faith contesting the validity or amount of the assessment.

ARTICLE IV

ADMINISTRATION

4.1 ASSOCIATION RESPONSIBILITIES. The affairs of the Association shall be conducted by its Board of Directors.

4.2 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of such meetings.

4.3 ANNUAL MEETINGS. Annual meetings shall be held on the 10th day of December of each year, unless such day is a legal holiday, in which case such meeting shall be held at the specified time on the first business day thereafter which is not a legal holiday. The first (1st) annual meeting shall be called by the Board of Directors after the expiration of the Class "B" Control Period, as set forth in Section 5.2.

4.4 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by Members holding at least ten percent (10%) of the votes in the Association or Class "B" Members holding at least twenty percent (20%) of the Class "B" Votes and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

4.5 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to the Member's last known post office address, as shown on the records of the Association, by regular mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than sixty (60) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at his residence in his absence. If requested in writing as provided in the Declaration, any Mortgagee of record or its designee may be entitled to receive similar notice.

4.6 WAIVER OF NOTICE. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at any meeting by a Member or alternate shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

4.7 ADJOURNED MEETING. If any meeting of Members cannot be organized because a quorum has not attended, a majority of the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained. At any such reconvened meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to voting Members in the manner prescribed for regular meetings.

4.8 **CONDUCT OF MEETINGS.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. Such records shall be kept by the Association for at least seven years.

ARTICLE V

BOARD OF DIRECTORS

5.1 **NUMBER AND QUALIFICATION.** The affairs of this Association shall be governed by a Board of Directors composed initially of three (3) persons. At any annual meeting of Members, the Members may elect to increase the number of members of the Board of Directors to not more than five (5) directors. Except with respect to Directors appointed by the Class "B" Members, the Directors shall be Members or spouses of Members; provided, however, no individual and his or her spouse may serve on the Board of Directors at the same time. In the case of a Member which is not a natural person, the individual designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a Director.

5.2 **DIRECTORS DURING CLASS "B" CONTROL PERIOD.** The Directors shall be selected by a majority of the Class "B" Members acting in their sole discretion and shall serve at the pleasure of a majority vote of the Class "B" Members until the first to occur of the following (the "Class "B" Control Period"):

(a) when 95% of the Units proposed by the Master Plan for the property described on Exhibits "A" and "B" of the Declaration have been conveyed to Persons other than the Declarant, , other Declarant Affiliates or Builders;

(b) December 31, 2023; or

(c) when, in its discretion, the Declarant determines and declares that in a recorded instrument.

5.3. RIGHT TO DISAPPROVE ACTIONS.

(a) So long as the Class "B" membership exists, a majority of the Class "B" Members shall have a right to disapprove any action, policy or program of the Association, the Board of Directors and any committee, which in the judgment of a majority of the Class "B" Members would tend to impair rights to the Declarant, Declarant Affiliates or Builders under the Declaration or these By-Laws, or interfere with development, construction of any portion of the Properties or diminish the level of services being provided by the Association.

(b) No such action, policy or program shall become effective or be implemented until and unless:

(i) The Class "B" Members shall receive written notice of all meetings and proposed actions approved at meetings of the Association, the Board of Directors or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time. Any such notice shall comply with

Sections 5.14, 5.15, 5.16 and 5.19 and such notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(ii) The Class "B" Members shall have been given the opportunity at any such meeting to join in or to have its representatives or agents join in the discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Class "B" Members, their representatives or agents shall make their concerns, thoughts, and suggestions known to the Board and/or the members of the appropriate committee. A majority of the Class "B" Members shall have and are hereby granted a right to disapprove any such action, policy, or program authorized by the Association, the Board or any committee thereof, if Board, committee, or Association approval is necessary for such action. This right may be exercised by a majority of the Class "B" Members, their representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Members shall not use their right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

5.4. NOMINATION OF DIRECTORS. Except with respect to Directors selected by the Class "B" Members, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

5.5 ELECTION AND TERM OF OFFICE. Notwithstanding any other provision contained herein:

(a) Within ninety (90) days after the time that Class "A" Members other than Builders own seventy-five percent (75%) of the Units proposed by the Master Plan for the property described in Exhibits "A" and "B" of the Declaration, or whenever a majority of the Class "B" Members earlier determines, the Association shall call a special meeting at which Members representing the Class "A" Members shall be entitled to elect one (1) of the three (3) Directors. The remaining two (2) Directors shall be appointees of a majority of the Class "B" Members. The Director elected by the Class "A" Members shall not be subject to removal by the Class "B" Members and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such Director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term in a like manner.

(b) Within ninety (90) days after the time that Class "A" Members other than Builders own ninety percent (90%) of the Units proposed by the Master Plan for the property described in Exhibits "A" and "B" of the Declaration, or whenever a majority of the Class "B" Members earlier determines, the Board shall be increased to five (5) directors. The Association shall call a special meeting at which Members representing the Class "A" Members shall be entitled to elect two (2) of the five (5) Directors. The remaining three (3) Directors shall be appointees of a majority of the Class "B" Members. The

Directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Members and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, whichever is shorter. If such Directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term in a like manner.

(c) Within ninety (90) days after termination of the Class "B" Control Period, the Association shall call a special meeting at which Members representing the Class "A" Members shall be entitled to elect three (3) of the five (5) Directors. The remaining two (2) Directors shall be appointees of a majority of the former Class "B" Members. The Directors elected by the foregoing process shall not be subject to removal by the Class "B" Members and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting occurs within ninety (90) days after termination of the Class "B" Control Period, this subsection shall not apply and Directors shall be elected in accordance with subsection (b) below.

(d) At the first annual meeting of the membership after the termination of the Class "B" Control Period, the Directors shall be selected as follows: five (5) Directors shall be elected by the Members. Three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year, as such Directors determine among themselves. At the expiration of the initial term of office of each member of the Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. Each voting Member may cast the total number of votes to which it is entitled under Section 3.3 of the Declaration with respect to each vacancy to be filled. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The Directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

5.6 REMOVAL OF DIRECTORS AND VACANCIES.

(a) Any Director elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall then and there be elected by the Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director. Any Director elected by the Members who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

(b) In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor; provided, upon written petition of a majority of the Class "B" Members or Class "A" Members entitled to cast at least ten percent (10%) of the total Class "A" votes in the Association, the Board shall call a special meeting for the purpose of electing a successor to fill any vacancies on the Board. In such case, only the Members entitled to elect the director who vacated the position shall be entitled to vote for a successor.

5.7 POWERS.

(a) The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or

these By-Laws directed to be done and exercised exclusively by the Members or the membership generally. The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

(b) In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(i) preparation and adoption, in according with Article X of the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses and Village Expenses;

(ii) making assessments to defray the Common Expenses and Village Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be due and payable at the beginning of each fiscal year;

(iii) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(iv) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(v) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(vi) making and amending rules and regulations;

(vii) opening of bank accounts on behalf of the Association and designating the signatories required;

(viii) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(ix) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(x) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof,

(xi) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(xii) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(xiii) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association; and

(xiv) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

5.8 MANAGEMENT. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these By-Laws, other than the powers set forth in subparagraphs (i), (ii), (vi), (vii), and (ix) of Section 5.7(b). The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

5.9 BORROWING. The Association, acting through the Board of Directors, shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, however, the Board shall obtain voting Member approval in the same manner provided in Section 10.6 of the Declaration for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws, or the Articles, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members representing more than fifty percent (50%) of the total Class "A" vote other than the Declarant and the Declarant's nominees.

5.10 RIGHTS OF THE ASSOCIATION. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Villages and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

5.11 ENFORCEMENT.

(a) In addition to such other rights which are specifically granted under the Declaration, the Board of Directors shall have the power to impose reasonable fines, which shall constitute a Specific Assessment secured by a lien upon the property of the violating Owner (upon the terms and limitations in the Declaration), and to suspend an Owner's right to vote or any person's right to use the

Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder, subject to the limitations set forth below in this Section 5.11. In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Unit. In the event that any occupant, guest or invitee of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) Prior to imposition of a fine or the suspension of a person's right to use the Common Areas, the Board of Directors or its delegate shall serve the alleged violator with written notice by certified mail, return receipt requested, setting forth: (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a reasonable period of time to cure the violation before the sanction is imposed [unless the alleged violator was given notice and a reasonable opportunity to cure a similar violation within the preceding six months]; (iv) a statement that the alleged violator may, on or before the 30th day after receipt of the notice prescribed herein, submit a written request for a hearing before the Covenants Committee, if any, or Board of Directors; and (v) a statement that if the hearing is to be held before the Covenants Committee the alleged violator has a right to appeal the Covenants Committee's decision to the Board of Directors by written notice to the Board.

(c) If a hearing is requested in writing within the allotted thirty (30) day period, the hearing shall be held before the Covenants Committee, if any, or if none, then before the Board of Directors in executive session affording the alleged violator a reasonable opportunity to be heard. At such hearing, proof of proper notice shall be placed in the minutes of the meeting and such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the confirmation or suspension of any sanction previously imposed. The Board or the Covenants Committee may, but shall be obligated to, suspend any sanction if the violation is cured within ten (10) days after the hearing. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(d) Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within ten (10) days after the date the Covenants Committee caused its decision to be issued following the hearing.

(e) Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help or, following compliance with the procedures set forth in Section 18.5 of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above, subject however to any applicable provisions of the TRP Act. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

5.12 LIABILITY LIMITATIONS. Neither any Owner, Member, the Board, any director, nor any officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of any other Member or Owner whether such other Member or Owner was acting on behalf of the Association or otherwise. Neither the Declarant, the Association, nor their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. The Declarant, the Association or any other person, firm or corporation required to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

5.13 ORGANIZATION MEETING. The first (1st) meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

5.14 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or facsimile, at least three (3) days prior to the day named for such meeting.

5.15 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.16 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed at any meeting equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

5.17 QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

5.18 FIDELITY BONDS. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

5.19 TELEPHONE PARTICIPATION. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time,

and those directors so participating shall be deemed present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

5.20 COMPENSATION. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" vote of the Association at a regular or special meeting of the Association; provided, however, any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director, or any entity in which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such Director's interest was disclosed to the Board prior to the Board's approval of the contract, and the contract was approved by a majority of the Board, excluding the interested Director.

5.21 NOTICE TO OWNERS; OPEN MEETINGS. Except in an emergency, notice of Board of Directors meetings shall also be posted at least forty-eight (48) hours in advance of the meeting at a conspicuous place within the Properties which the Board establishes for the posting of notices relating to the Association. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions below in this Section 5.21, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding persons other than directors to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

ARTICLE VI

OFFICERS

6.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected from among the Board of Directors. The Board of Directors may appoint such other officers as it deems desirable. Any two or more officers may be held by the same person, except the offices of President and Secretary.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

6.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of both the Association and the Board of Directors. The President shall have all the general powers and duties which are usually vested in the office of president of an association. The President shall co-sign all promissory notes with the Secretary and co-sign all checks with the Treasurer.

6.5 **VICE PRESIDENT.** The Vice President shall perform all of the duties of the President in the absence of the President and such other duties as may be required of him from time to time by the Board of Directors.

6.6 **SECRETARY AND ASSISTANT SECRETARY.**

(a) The Secretary, or such Assistant Secretaries as may be appointed by the Board of Directors, shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct and shall co-sign all instruments of conveyance; and the Secretary shall, in general, perform all the duties incident to the office of the Secretary.

(b) The Secretary, or such Assistant Secretaries as may be appointed by the Board of Directors, shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. This list shall show opposite each Member's name, the street address of their Lot. The list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 **TREASURER.** The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: co-sign all checks; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to the Treasurer by the Board of Directors.

6.8 **COMMITTEES.** Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the members of the Board of Directors. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

7.1 **INDEMNIFICATION.** To the extent permitted by, and subject to the requirements of, Article 2.30 of the Texas Non-Profit Corporation Act, the Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which such Director or officer may be made a party, or is threatened to be make a party, by reason of being or having been a Director or officer of the Association, or a director, officer or other representative of another entity at the request of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of duties as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability,

loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a Member or Owner of a Lot covered thereby.

ARTICLE VIII

AMENDMENTS TO BY-LAWS

8.1 AMENDMENT.

(a) Until termination of the Class "B" membership, Declarant may unilaterally amend the Articles or these By-Laws for any purpose. After such termination, the Declarant may unilaterally amend the Articles or these By-Laws if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the U.S. Department of Housing and Urban Development (Federal Housing Administration), the Veterans Administration, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make, purchase insure or guarantee mortgage loans on the Units; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as Declarant, or another Declarant Affiliate still owns property described in Exhibits "A" or "B" of the Declaration, the Declarant may unilaterally amend the Articles or these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any material right of any Owner.

(b) Except as otherwise specifically provided herein, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing more than fifty percent (50%) of the total votes in the Association, and the consent of the Declarant, so long as the Declarant has a right to annex additional property to the Declaration or if Declarant, or another Declarant Affiliate owns any property described in Exhibit "A" or "B" of the Declaration. In addition, the approval requirements set forth in Article XIV of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) If an Owner consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(d) No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

ARTICLE IX

NON-PROFIT ASSOCIATION

9.1 **NON-PROFIT PURPOSE.** This Association is not organized for profit. No Owner, Member, Director, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Owner, Member, or Director; provided, however, always (i) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one (1) or more of the purposes of the Association and (ii) that any Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of Woodcreek Fate Homeowners Association, Inc., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the 3rd day of December, 2003.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this
the _____ day of December, 2003.



Kevin Cherry, Secretary

Declaration of CC&R's



**DESIGN GUIDELINES OF
WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.**

THESE DESIGN GUIDELINES OF WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC. (these "Guidelines") are made effective as of this 14th day of NOVEMBER, 2013, by WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation ("Association").

WITNESSETH:

WHEREAS, the Association is governed by that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek Fate recorded on March 26, 2003 as Document No. 00275591 of the Official Public Records of Real Property of Dallas County, Texas (as amended, the "Declaration");

WHEREAS, Article XI, Section 11.3 of the Declaration provides that the NCC and the MC may come together to promulgate and adopt design guidelines to govern the Properties; and

WHEREAS, the Secretary of the Association hereby certifies that the NCC and the MC did promulgate and properly adopt these Guidelines.

NOW, THEREFORE, the Association hereby adopts these Guidelines and declares that the Properties are subject to the same, as follows:

1. Any request by an Owner (each, a "Requesting Owner") to the appropriate committee under Article XI of the Declaration to change, repair or alter a party structure, as discussed and defined in Section 5.5 Party Walls and Similar Structures of the Declaration, which may cause damage or disturbance of another Owner's (each, an "Affected Owner") use and enjoyment of the party structure shall require one of the following to be included in the request:

- i. Written approval of the change, alteration, or repair by each such Affected Owner;
- ii. A copy of a written request submitted to each Affected Owner, thirty (30) days before such application to the appropriate committee, with a notation that the Affected Owner(s) did not respond to the Requesting Owner within those thirty (30) days;
- iii. If an Affected Owner denies the Requesting Owner's written request, both Owners should work among themselves to come to a compromise in an effort to submit an approval in accordance with (i) above. In the event no such compromise can be reached, the Requesting Owner should submit his or her request to the appropriate committee with a summary of the disagreement and all underlying documentation; or

iv. Any combination of (i), (ii), or (iii) to the effect that all Affected Owners are accounted for.

2. All design guidelines and directives contained in the Declaration and any other governing document of the Association shall continue in full force and effect, as supplemented hereby.

3. Any term used, but not defined herein shall have the meaning assigned to such term in the Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Association has caused these Guidelines to be executed as of the date set forth above.

ASSOCIATION:

WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.,

a Texas nonprofit corporation

By: Patrick E. Sessions

Name: PATRICK E. SESSIONS

Title: PROS

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 14TH day of NOVEMBER 2013 personally appeared PATRICK SESSIONS, PRESIDENT of Woodcreek Fate Homeowners Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein contained and in the capacity therein stated.



Tana Roeun
Notary Public, State of Texas

I, Secretary of the Association, hereby certify that the NCC and the MC did promulgate and properly adopt these Guidelines

+ Harry Rose
HARRY ROSE, Secretary

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 14TH day of NOVEMBER 2013 personally appeared HARRY ROSE, Secretary of Woodcreek Fate Homeowners Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein contained and in the capacity therein stated.



Tana Roeun
Notary Public, State of Texas



**AMENDMENT TO THE DECLARATION AND SUPPLEMENTAL
DECLARATIONS
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODCREEK FATE
[All Phases]**

This Amendment to the Declaration and Supplemental Declarations of Covenants Conditions and Restrictions for Woodcreek Fate ("Amendment") is executed on the 14TH day of NOVEMBER 2013

RECITALS

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek ("Declaration") dated March 26, 2003, was filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas, imposing upon the Properties (as defined in the Declaration) covenants, conditions and restrictions under a general plan of development for the benefit of the owners of each portion of the Properties; and

WHEREAS, the following Supplemental Declarations have been filed in the Real Property Records of Rockwall County, Texas: [1] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase II Addition dated March 25, 2003, recorded as instrument 00275592, in Volume 2920, Page 84; [2] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III Addition dated July 23, 2003; [3] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III-D Addition dated October 21, 2003; [4] Second Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III Addition dated December 12, 2003; and [5] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase I-A and Woodcreek Phase I-C Additions dated January 30, 2004 (collectively the "Supplemental Declarations"); and

WHEREAS, certain Amendments have been made to the Declaration which are, together with the Supplements, subject to the amendments set forth below; and

WHEREAS, Section 18.2 of the Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" Membership, and thereafter the Declaration may be amended by a vote of 50% of the Class "A" Members; and

WHEREAS, the requirements of Section 18.2 have been satisfied;

AMENDMENT

NOW, THEREFORE the Declaration, Supplemental Declarations, and any other governing document in conflict with the following amendments are hereby amended as follows:


1. Fencing of up to 8 feet in height is permitted. Without limitation as to any other governing document, Article II, Section 3 of each of the Supplemental Declarations is expressly affected by this amendment.

2. Consideration will be given to approval of security (locking) mail boxes. Without limitation as to any other governing document, Article II, Section 6 and Design Guideline 6 of the Supplemental Declarations requiring mail boxes to be uniform are amended hereby.

All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions of the governing documents which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect. If, however, any provisions of existing documents, including the Declaration and Supplemental Declarations referenced hereinabove are in conflict with the provisions hereof the provisions hereof shall govern.

IN WITNESS WHEREOF, this Amendment to the Declaration and Supplemental Declarations is hereby executed to be effective upon the date recorded in the Real Property Records of Rockwall County, Texas.

WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: 
Name: Patrick S. Sisson
Title: Pres

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 14th day of NOVEMBER, 2013, by PATRICK SEBASTIAN, President of WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.



Tana Roeun
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Charles W. Spencer
7920 Belt Line Road, Suite 620
Dallas, TX 75254

WOODCREEK FATE HOA
100 WOODCREEK BLVD
ROCKWALL, TX 75087

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
01/06/2014 10:32:01 AM
\$34.00
20140000000126



Shelli Miller



70 2013 00495921

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300

Instrument Number: 2013-00495921

As

Recorded On: September 04, 2013

Recordings

Parties: WOODCREEK FATE HOMEOWNERS ASSOCIATION

Billable Pages: 4

To PUBIC

Number of Pages: 4

Comment: DEDICATORY INSTRUMENT

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	24.00
Total Recording:	24.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

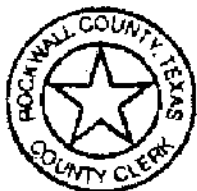
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-00495921
Receipt Number: 308858
Recorded Date/Time: September 04, 2013 02:40:58P
Book-Vol/Pg: BK-OR VL-7377 PG-276
User / Station: F H - Cashier Station 1

Record and Return To:

- WOODCREEK
100 WOODCREEK BLVD
ROCKWALL TX 75087



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Shelli Miller
Shelli Miller
Rockwall County Clerk

4
51

Dedicatory Instrument

WOODCREEK, FATE HOMEOWNERS ASSOCIATION, INC. GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

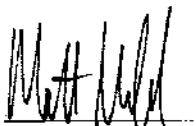
1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

Woodcreek, Fate Homeowners Association, Inc.
Guidelines for Rainwater Recovery Systems
Page 2 of 3

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

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

Approved and adopted by the Board on this 5 day of August 2013.



{officer name}
Matt Milden

Vice President

{position}

Woodcreek, Fate Homeowners Association, Inc.

STATE OF TEXAS §
 DALLAS §
COUNTY OF ROCKWALL §

Before me, the undersigned authority, on this day personally appeared MATT MILDREN,
VICE PRESIDENT of the Woodcreek, Fate Homeowners Association, Inc., a Texas corporation,
known to me to be the person and officer whose name is subscribed to the foregoing instrument and
acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 5TH day of AUGUST, 2013.



[Notarial Seal]

Tana Roeun
Notary Public, State of Texas

TANA ROEUN
Printed Name

My commission expires: 10-8-16

Inst # 00495921

Filed for Record in: Rockwall County
On: Sep 04, 2013 at 02:40P



70 2013 00494139

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300

Instrument Number: 2013-00494139

As

Recorded On: August 08, 2013

Recordings

Parties: JFB FATE / 2003 LTD

Billable Pages: 4

To WOODCREEK HOMEOWNER ASSOCIATION INC

Number of Pages: 4

Comment: QUIT CLAIM DEED

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	24.00
Total Recording:	24.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Record and Return To:

Document Number: 2013-00494139
Receipt Number: 306842
Recorded Date/Time: August 08, 2013 09:09:12A
Book-Vol/Pg: BK-OR VL-7342 PG-234
User / Station: L J - Cashier Station 2

WOODCREEK FATE HOMEOWNERS ASSOC INC.
3102 OAK LAWN AVE STE 202
DALLAS TX 75219



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Shelli Miller
Rockwall County Clerk

424

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUIT CLAIM DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF ROCKWALL §

THAT, JFB FATE/2003 LTD., a Texas limited partnership (herein referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (herein referred to as "Grantee"), whose mailing address is 3102 Oak Lawn Avenue, Suite 202, Dallas, Texas 75219, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, quit claims unto Grantee all of Grantor's right, title and interest in and to that certain tract of land (hereinafter called the "Land") situated in Rockwall County, Texas, described in Exhibit A attached hereto and made a part hereof for all purposes (the "Property"), to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors or assigns shall have, claim, or demand any right or title to the Property or any part of the Property.

EXECUTED on the date of the acknowledgment hereinbelow, to be effective however as of 29th
day of July, 2013.

GRANTOR:

JFB FATE/2003, LTD., a Texas
limited partnership

By: J. Baker Corporation,
a Texas corporation
General Partner

By: Michael D. Hesse
Michael D. Hesse,
Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on the 29th day of July, 2013, by Michael D. Hesse,
the Authorized Representative of J. Baker Corporation, a Texas corporation, the general partner of JFB
Fate/2003, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.



Susan J. Russell
Notary Public, State of Texas
Notary's name (printed): Susan J. Russell
Notary's commission expires: 10-27-14

AFTER RECORDING RETURN TO:
Woodcreek Fate Homeowners Association, Inc.
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

EXHIBIT A

PROPERTY DESCRIPTION

Woodcreek Phase 3-C, Block X, Lot 3, (Open Space/SBC), an addition to the City of Fate, Rockwall County, Texas.

Inst # 00494139

Filed for Record in: Rockwall County
On: Aug 08, 2013 at 09:09A

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300



70 2013 00495923

Instrument Number: 2013-00495923

As

Recorded On: September 04, 2013

Recordings

Parties: WOODCREEK FATE HOMEOWNERS ASSOCIATION

Billable Pages: 3

To PUBIC

Number of Pages: 3

Comment: DEDICATORY INSTRUMENT

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	20.00
Total Recording:	20.00

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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.

File Information:

Record and Return To:

Document Number: 2013-00495923

Receipt Number: 308858

Recorded Date/Time: September 04, 2013 02:40:58P

Book-Vol/Pg: BK-OR VL-7377 PG-284

User / Station: F H - Cashier Station 1

WOODCREEK

100 WOODCREEK BLVD

ROCKWALL TX 75087



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Shelli Miller
Rockwall County Clerk

Dedicatory Instrument

WOODCREEK, FATE HOMEOWNERS ASSOCIATION, INC. GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

The guidelines are effective upon recordation in the Public Records of Rockwall County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by

Woodcreek, Fate Homeowners Association, Inc.
Guidelines for Display of Certain Religious Items

Page 2 of 2

Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 24th day of JUNE, 2013.

[Signature]
{officer name}

VICE PRESIDENT
{position}

Woodcreek, Fate Homeowners Association, Inc.

STATE OF TEXAS §
 DALLAS §
COUNTY OF ~~ROCKWALL~~ §

Before me, the undersigned authority, on this day personally appeared MATT MILDREN,
VICE PRESIDENT of the Woodcreek, Fate Homeowners Association, Inc., a Texas
corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument
and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24th day of JUNE, 2013.



[Notarial Seal]

[Signature]
Notary Public, State of Texas

TANA ROBUN
Printed Name

My commission expires: 10-8-16

Inst # 00495923

Filed for Record in: Rockwall County
On: Sep 04, 2013 at 02:40P

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300



70 2013 00495922

Instrument Number: 2013-00495922

As

Recorded On: September 04, 2013

Recordings

Parties: WOODCREEK FATE HOMEOWNERS ASSOCIATION

Billable Pages: 4

To PUBIC

Number of Pages: 4

Comment: DEDICATORY INSTRUMENT

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	24.00
Total Recording:	24.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Record and Return To:

Document Number: 2013-00495922

Receipt Number: 308858

Recorded Date/Time: September 04, 2013 02:40:58P

Book-Vol/Pg: BK-OR VL-7377 PG-280

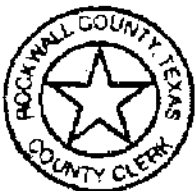
User / Station: F H - Cashier Station 1

WOODCREEK

100 WOODCREEK BLVD

ROCKWALL TX 75087

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas



Shelli Miller
Shelli Miller
Rockwall County Clerk

4
29

Dedictory Instrument

**WOODCREEK, FATE HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and

Woodcreek, Fate Homeowners Association, Inc.
Guidelines for Solar Energy Devices
Page 2 of 3

- b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and
 - d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

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

Approved and adopted by the Board on this 24th day of JUNE, 2013.

Matt Mildren
{officer name}

VICE PRESIDENT
{position}

Woodcreek, Fate Homeowners Association, Inc.

STATE OF TEXAS §
 DALLAS §
COUNTY OF ~~ROCKWALL~~ §

Before me, the undersigned authority, on this day personally appeared MATT MILDREN,
VICE PRESIDENT of the Woodcreek, Fate Homeowners Association, Inc., a Texas corporation,
known to me to be the person and officer whose name is subscribed to the foregoing instrument and
acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24th day of JUNE, 2013.



[Notarial Seal]

Tana Roen
Notary Public, State of Texas

TANA ROEN
Printed Name

My commission expires: 10-8-16

Inst #: 00495922

Filed for Record in: Rockwall County
On: Sep 04, 2013 at 02:40P

**** Electronically Filed Document ****

Rockwall County
Shelli Miller
County Clerk

Document Number: 2012-472730
Recorded As : ERX-RECORDINGS

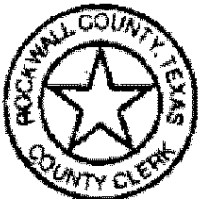
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Recorded At: 12:26:45 pm
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Book-VI/Pg: Bk-OR VI-6897 Pg-278
Recording Fee: \$40.00

Parties:

Direct- WOODCREEK
Indirect- PUBLIC

Receipt Number: 281479
Processed By: F H

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT. *****



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and unenforceable under Federal law.


Shelli Miller
Rockwall County Clerk

2810006957

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WOODCREEK**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF ROCKWALL §

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Woodcreek (this "Amendment"), is made on the date hereinafter set forth by PRA/Fate Development Corp., a Texas corporation (hereinafter, "Declarant").

WITNESSETH:

WHEREAS, Declarant and Fate Land, L.P., a Texas limited partnership, have heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek, dated March 26, 2003, under Volume 02920, Page 0001, in the land records of Rockwall County, Texas (hereinafter called the "Master Declaration"); and

WHEREAS, pursuant to Section 18.2 of the Master Declaration, until the termination of the Class "B" (as defined in the Master Declaration) membership, Declarant shall have the right to unilaterally amend the Master Declaration for any purpose; and

WHEREAS, as of the date of this Amendment, the Class "B" membership has not been terminated; and

WHEREAS, Declarant desires to amend the Master Declaration to amend the legal description of the real property contained in Exhibit "B" to the Master Declaration; and

WHEREAS, capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Master Declaration.

NOW, THEREFORE, pursuant to Section 18.2 of the Master Declaration, Declarant hereby amends the Master Declaration and declares, as follows:

1. Exhibit "B" Amended. Exhibit "B" to the Master Declaration is hereby amended by removing therefrom the real property legally described in Exhibit A attached to this Amendment and fully incorporated herein by this reference (herein, the "Excluded Property"), and the Excluded Property is accordingly hereby released from the Master Declaration.



2. Remaining Terms. This Amendment shall not be deemed to modify, amend, change, extend, delete, extinguish, alter or revoke the Master Declaration or any Supplemental Declaration except as may be expressly set forth herein. As amended hereby, the Master Declaration shall remain in full force and effect.

[Signature block on next page]

EXECUTED to be effective as of the 9 day of August, 2012.


DECLARANT:
PRA/FATE DEVELOPMENT CORP., a Texas corporation

By:  _____
Julian Hawes, Jr., Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8th day of August, 2012, by Julian Hawes, Jr., Vice President of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.

[SEAL]


Notary Public in and for the State of Texas

Printed Name: TANA ROEN

My Commission Expires: 10-8-12

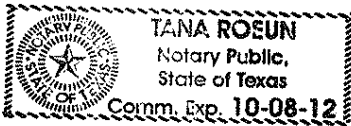


EXHIBIT A

Description of Excluded Property

**WOODCREEK PHASE 7A
24.926 ACRES**

BEING a tract of land situated in the MARK CRABTREE SURVEY, ABSTRACT NO. 61, in Rockwall County, Texas, said tract being a portion of a called 119.403 acre tract of land described as Parcel II, Tract B in a deed to Fate Land, LP, recorded in Volume 2919, Page 99, Deed Records Rockwall County, Texas, and being more particularly described as follows:

COMMENCING from a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found in the northeast right-of-way of the Union Pacific Railway (100-foot right-of-way) for the most easterly southeast corner of said 119.403 acre tract;

THENCE South 46 degrees 07 minutes 06 seconds West, along the common line between said Union Pacific Railway and said 119.403 acre tract, a distance of 1,404.27 feet to a point;

THENCE over and across said 119.403 acre tract, the following courses and distances:

North 43 degrees 52 minutes 54 seconds West, a distance of 216.32 feet to a point on the north side of a creek for the **POINT OF BEGINNING**, from which a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for a reference monument bears South 85 degrees 18 minutes 51 seconds East, a distance of 188.60 feet;

South 82 degrees 05 minutes 45 seconds West, a distance of 138.89 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

North 81 degrees 24 minutes 05 seconds West, a distance of 96.44 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

North 46 degrees 54 minutes 44 seconds West, a distance of 210.34 feet to a point in the approximate center of said creek, from which a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for a reference monument bears North 10 degrees 46 minutes 45 seconds East, a distance of 30.00 feet;

North 79 degrees 14 minutes 34 seconds West, a distance of 515.73 feet to a point in the approximate center of said creek, from which a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for a reference monument bears North 23 degrees 05 minutes 17 seconds East, a distance of 102.35 feet;

South 56 degrees 45 minutes 00 seconds West, a distance of 79.17 feet to a point in the approximate center of said creek, from which a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for a reference monument bears South 02 degrees 43 minutes 34 seconds West, a distance of 40.00 feet;

North 87 degrees 16 minutes 21 seconds West, a distance of 156.59 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner in the approximate center of said creek;

North 51 degrees 29 minutes 30 seconds West, a distance of 129.03 feet to a point in the approximate center of said creek, from which a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for a reference monument bears South 05 degrees 52 minutes 46 seconds East, a distance of 80.00 feet;

South 84 degrees 07 minutes 27 seconds West, a distance of 137.38 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner in the approximate center of said creek;

North 83 degrees 08 minutes 41 seconds West, a distance of 53.95 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner in the approximate center of said creek;

South 88 degrees 11 minutes 53 seconds West, a distance of 30.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner on the east right-of-way of State Highway 66 (a 60-foot right-of-way) and the east line of said 119.403 acre tract;

THENCE along the common line between said State Highway No. 66 and said 119.403 acre tract, the following courses and distances:

North 01 degree 48 minutes 07 seconds West, a distance of 264.00 feet to a 5/8- inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

Northeasterly, along said tangent curve to the right which has a chord that bears North 16 degrees 29 minutes 34 seconds East for 440.72 feet, a central angle of 36 degrees 35 minutes 22 seconds and a radius of 702.00 feet, for an arc distance of 448.30 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

North 34 degrees 47 minutes 15 seconds East, a distance of 445.71 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE over and across said 119.403 acre tract, the following courses and distances:

South 55 degrees 12 minutes 45 seconds East, a distance of 165.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

North 34 degrees 47 minutes 15 seconds East, a distance of 20.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 55 degrees 12 minutes 45 seconds East, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 34 degrees 47 minutes 15 seconds West, a distance of 32.50 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 55 degrees 12 minutes 45 seconds East, a distance of 112.50 feet to a 5/8-inch iron rod with cap

marked "PETITT RPLS 4087" set for corner;

South 46 degrees 12 minutes 12 seconds East, a distance of 67.28 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 39 degrees 05 minutes 33 seconds East, a distance of 62.39 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 31 degrees 26 minutes 51 seconds East, a distance of 61.28 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 28 degrees 11 minutes 06 seconds East, a distance of 250.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 61 degrees 48 minutes 54 seconds West, a distance of 112.50 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 28 degrees 11 minutes 06 seconds East, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

North 61 degrees 48 minutes 54 seconds East, a distance of 112.50 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 28 degrees 19 minutes 39 seconds East, a distance of 32.80 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

North 61 degrees 48 minutes 54 seconds East, a distance of 112.42 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

North 28 degrees 11 minutes 06 seconds West, a distance of 91.33 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

North 61 degrees 48 minutes 54 seconds East, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 28 degrees 11 minutes 06 seconds East, a distance of 86.27 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

North 61 degrees 48 minutes 54 seconds East, a distance of 112.50 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 30 degrees 13 minutes 06 seconds East, a distance of 48.06 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 36 degrees 03 minutes 36 seconds East, a distance of 47.67 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 41 degrees 58 minutes 03 seconds East, a distance of 47.67 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 47 degrees 52 minutes 30 seconds East, a distance of 47.67 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 53 degrees 46 minutes 57 seconds East, a distance of 47.67 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 59 degrees 39 minutes 57 seconds East, a distance of 48.80 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 57 degrees 23 minutes 43 seconds East, a distance of 62.55 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 50 degrees 07 minutes 38 seconds East, a distance of 76.47 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 31 degrees 50 minutes 41 seconds East, a distance of 66.99 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for the beginning of a non-tangent curve to the right;

Southeasterly, along said non-tangent curve to the right which has a chord that bears North 58 degrees 52 minutes 17 seconds East for 20.62 feet, a central angle of 01 degree 25 minutes 57 seconds and a radius of 825.00 feet, for an arc distance of 20.63 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for the end of said curve;

South 30 degrees 24 minutes 44 seconds East, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for the beginning of a non-tangent curve to the left;

Southwesterly, along said non-tangent curve to the left which has a chord that bears South 56 degrees 24 minutes 47 seconds West for 85.84 feet, a central angle of 06 degrees 20 minutes 57 seconds and a radius of 775.00 feet, for an arc distance of 85.88 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for the end of said curve;

South 53 degrees 14 minutes 18 seconds West, a distance of 264.63 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

South 36 degrees 45 minutes 42 seconds East, a distance of 302.04 feet to the **POINT OF BEGINNING** and containing 1,085,754 square feet, or 24.925 acres of land, more or less.

**** Electronically Filed Document ****

Rockwall County
Shelli Miller
County Clerk

Document Number: 2012-464809
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Recorded On: March 28, 2012
Recorded At: 03:24:09 pm
Number of Pages: 8
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Recording Fee: \$40.00

Parties:

Direct- WOODCREEK FATE HOA INC
Indirect- PRA FATE DEVELOPMENT CORP

Receipt Number: 272435
Processed By: V D

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I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and unenforceable under Federal law.

Shelli Miller
Shelli Miller
Rockwall County Clerk

Capital Title
10-095493-NT
3004

WAIVER OF ASSESSMENTS
UNDER
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR WOODCREEK

This Waiver of Assessments under Declaration of Covenants, Conditions, and Restrictions for Woodcreek (this "Waiver") is executed effective as of March 23rd, 2012 by Woodcreek Fate Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), and PRA/Fate Development Corp., a Texas corporation ("Declarant").

WHEREAS, Declaration of Covenants, Conditions, and Restrictions for Woodcreek dated March 26, 2003, and recorded in Volume 02920, Page 00001 as amended and supplemented from time to time (as amended or modified to date, the "Declaration").

WHEREAS, H4 Woodcreek, LLC, a Texas limited liability company ("Hillwood"), is a Member under the Declaration by virtue of its ownership of the real property and improvements described on Exhibit A attached hereto and made a part hereof (the "Section 1D Property").

1. Notwithstanding anything to the contrary in the Declaration, the Association and Declarant hereby agree that no Base Assessments, Village Assessments, Special Assessments or Specific Assessments (collectively, "Assessments") shall be due or payable with respect to the Section 1D Property; provided, however, that after all or any portion of the Section 1D Property has been platted into separate parcels (each, a "Parcel"), the Assessments applicable to a Parcel shall commence to be paid in accordance with the Declaration on the earlier of (a) 24 months after the date any portion of the Parcel is developed into a substantially completed (although vacant), single-family residential lot ("Constructed Lot") and (b) the date on which a Constructed Lot is acquired by a builder or an entity not affiliated with Hillwood ((a) and (b) are individually and collectively referred to herein as the "Trigger Date"). For purposes of the foregoing, "substantially completed" means that the residential lot has been subdivided, rough graded and compacted for single-family residential construction, and has water, sewer, and electric utilities available within five (5) feet of its boundary.
2. Capitalized terms used but not defined in this Waiver shall have the same meanings as in the Declaration.

3. The persons executing this Waiver hereby certifies that he/she has the authority to execute this Waiver on behalf of the Association or Declarant as applicable.
4. This Waiver shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Waiver shall be recorded in the Real Property Records of Rockwall County, Texas.

Executed this 22 day of March, 2012.

ASSOCIATION:

WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 22 day of MARCH, 2012, by SULLIVAN HADIES as Vice President of Woodcreek Fate Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.

(NOTARY SEAL)



Tana Roeun

Signature of Notary Public
State of Texas

DECLARANT:

PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By: [Signature]
Name: Jillian Hawes, Jr.
Title: Vice President

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 22 day of MARCH 2012, by JILLIAN HAWES as VICE PRESIDENT of PRA/FATE DEVELOPMENT CORP., a Texas corporation, on behalf of said corporation.

(NOTARY SEAL)



[Signature]
Signature of Notary Public
State of Texas

EXHIBIT A

LEGAL DESCRIPTION OF SECTION 1D

BEING a tract of land situated in the J. GARDENSHIRE SURVEY, ABSTRACT NO. 95, and the M. CRABTREE SURVEY, ABSTRACT NO. 61, City of Fate, Rockwall County, Texas, the subject tract further being a portion of that parcel of land conveyed to J F B Fate / 2005, LTD., a Texas limited partnership, according to the Special Warranty Deed recorded in Volume 4201, Page 250 of the Land Records of Rockwall County, Texas (LRRCT), and all of the following parcels of land conveyed to said JFB Fate/2005, LTD., a 6,456 square feet parcel described in that Special Warranty Deed recorded in Volume 4489, Page 0112 (LRRCT), a 14,191 square feet parcel described in that Special Warranty Deed recorded in Volume 4489, Page 0124 (LRRCT), and that 29,628 square feet parcel described in that Special Warranty Deed recorded in Volume 4489, Page 0135 (LRRCT), the total subject tract being more particularly described as follows;

BEGINNING at the intersection of the north line of Stevenson Drive, a 60' right-of-way, and the west line of C.D. Boren Parkway, per Woodcreek Phase 2-A, an addition to the City of Fate according to the final plat recorded in Cab.E, Page 378 (LRRCT), said Beginning Point further being the northeast corner of Woodcreek Phase 1-C, an addition to the City Of Fate, Texas according to the Final Plat recorded in Cabinet G, Page 29 (LRRCT);

THENCE, along the northerly line of said Woodcreek Phase 1-C and the southerly line of the property owned by said JFB Fate/2005, LTD., the following;

S. 88° 54' 23" W, along the northerly line of Stevenson Drive, a distance of 127.80 feet to a 1/2" iron pin with a red cap stamped Tipton Engineering, Inc. found at corner;

Continuing along said Stevenson Drive northerly line and around a tangent curve to the right having a central angle of 06° 37' 19", a radius of 470.00 feet, and a chord of N. 87° 46' 58" W.-54.29 feet, an arc distance of 54.32 feet;

N. 84° 28' 18" W. continuing along said Stevenson Drive northerly line, a distance of 81.18 feet;

Continuing along said Stevenson Drive northerly line and around a tangent curve to the right having a central angle of 18° 32' 55", a radius of 470.00 feet, and a chord of N. 75° 11' 51" W.-151.49 feet, an arc distance of 152.16 feet;

N. 65° 55' 23" W. continuing along said Stevenson Drive northerly line, a distance of 49.59 feet to westerly line of Florence Drive, a 50' right-of-way, a 1/2" iron pin with a red cap stamped Tipton Engineering, Inc. found at corner;

S. $24^{\circ} 04' 37''$ W. along the westerly line of said Florence Drive, a distance of 449.52 feet to a point from which an "X" found cut in concrete bears S. $28^{\circ} 50' 52''$ W, a distance of 173.84 feet;

Continuing along said Florence Drive northerly line and around a tangent curve to the right having a central angle of $64^{\circ} 55' 54''$, a radius of 375.00 feet, and a chord of S. $56^{\circ} 32' 34''$ W.-402.60 feet, an arc distance of 424.98 feet;

S. $89^{\circ} 00' 31''$ W, continuing along said Florence Drive northerly line, a distance of 285.12 feet;

Continuing along said Florence Drive northerly line and around a tangent curve to the left having a central angle of $03^{\circ} 33' 52''$, a radius of 375.00 feet, and a chord of S. $87^{\circ} 13' 35''$ W.-23.33 feet, an arc distance of 23.33 feet to a 1/2" iron pin with a red cap stamped Tipton Engineering, Inc. found at corner;

N $04^{\circ} 33' 21''$ W, along the east line of Lot 4, Block C of said Woodcreek Phase 1-C, a distance of 120.00 feet to a 1/2" iron pin found at corner;

Along the northerly line of Lots 3 and 4, Block C of said Woodcreek Phase 1-C and around a tangent curve to the left having a central angle of $17^{\circ} 53' 44''$, a radius of 495.00 feet, and a chord of S. $76^{\circ} 29' 47''$ W.-153.98 feet, an arc distance of 154.61 feet;

S $67^{\circ} 32' 55''$ W, continuing along the northerly line of said Lots 3 and 4, Block C of said Woodcreek Phase 1-C, a distance of 155.65 feet to a point on the easterly line of Stevenson Drive, a 60' Right-of-way, a 1/2" iron pin found at corner;

Along said Stevenson Drive easterly line and around a non-tangent curve to the right having a central angle of $13^{\circ} 16' 01''$, a radius of 585.00 feet, and a chord of N. $09^{\circ} 25' 23''$ W.-135.16 feet, an arc distance of 135.46 feet;

N. $02^{\circ} 47' 23''$ W, continuing along said Stevenson Drive easterly line, a distance of 64.52 feet;

S $87^{\circ} 12' 37''$ W, a distance of 60.00 feet to a 1/2" iron pin with a red cap stamped Tipton Engineering, Inc. found at corner;

Along the northerly line of Lots 22 and 23 Block A of said Woodcreek Phase 1-C and around a tangent curve to the left having a central angle of $24^{\circ} 33' 39''$, a radius of 445.00 feet, and a chord of S. $71^{\circ} 08' 40''$ W.-189.30 feet, an arc distance of 190.75 feet to a point from which an "X" found cut in concrete bears S. $18^{\circ} 23' 27''$ W. - 223.00 feet;

S 58° 51' 51" W, along the northerly lines of Lots 15 through 22, Block A of said Woodcreek Phase 1-C, a distance of 497.85 feet to a PK nail found at corner;

S 88° 56' 38" W, a distance of 49.46 feet to the southwest corner of said J F B Fate / 2005, LTD tract (Volume 4489, Page 0112) as located at an angle point of said Woodcreek Phase 1-C addition, said point further being on the easterly line of a tract of land conveyed to Charles R Nolan and Janna D. Nolan according to the Warranty Deed with Vendor's Lien recorded in Volume 531, Page 176 (LRRCT), a 1/2" iron pin with a red cap stamped Tipton Engineering, Inc. found at corner;

THENCE, N 01° 03' 22" W, along the said east line of the Charles R Nolan and Janna D. Nolan tract, a distance of 1419.95 feet to the northwest corner of the subject J F B Fate / 2005, LTD. tract (Vol. 4201, Page 250), a 5/8" iron pin found at corner;

THENCE, N 89° 03' 45" E, along the north line of said JFB Fate/2005, LTD. tract and the south line of a tract of land owned by Fate Land, L.P. according to the Special Warranty Deed recorded in Volume 2919, Page 099 (LRRCT), a distance of 2420.11 feet to a point on the westerly line of the previously mentioned C.D. Boren Parkway, a 5/8" iron pin with a yellow cap stamped Pettit RPLS 4087 found at corner;

THENCE, in a southerly direction and along the above mentioned west line of C.D. Boren Parkway, the following;

Around a non-tangent curve to the left having a central angle of 19° 11' 37", a radius of 1500.00 feet, and a chord of S.08° 30' 12" W-500.14 feet, an arc distance of 502.49 feet;

S 01° 05' 37" E, a distance of 292.28 feet to the Place of Beginning with the subject tract containing 2,687,217 Square Feet or 61.6900 Acres of Land.

Bearings for this description are based on the description and monuments marking the northerly line of Woodcreek Phase 1-C.

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300



70 2011 00459783

Instrument Number: 2011-00459783

As

Recorded On: December 14, 2011

Recordings

Parties: WOODCREEK FATE HOMEOWNERS ASSOCIATION INC

Billable Pages: 6

To PUBLIC

Number of Pages: 6

Comment: DEDICATORY INSTRUMENTS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	32.00
Total Recording:	32.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Record and Return To:

Document Number: 2011-00459783

Receipt Number: 266889

Recorded Date/Time: December 14, 2011 08:35:02A

Book-Vol/Pg: BK-OR VL-6639 PG-240

User / Station: F H - Cashier Station 1

PREMIER COMMUNITIES MANAGEMENT CO

ATTN MARY MCDONALD

3102 OAK LAWN STE 202

DALLAS TX 75219



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Shelli Miller
Shelli Miller
Rockwall County Clerk

6
30

**Woodcreek Fate Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Display of Flags

WHEREAS, Woodcreek Fate Homeowners Association, Inc. (the "Association") is an addition in Rockwall County, Texas. The final plats were recorded in the Real Property Records of Rockwall County, Texas as; Volume 1287, and Page 187 on the Deeds Records of Rockwall County, Texas. Lots in Woodcreek Fate are subject to the Declaration of Covenants, Conditions & Restrictions for Woodcreek Fate Homeowners Association, recorded as Volume 00275591, Page 1 on March 31, 2003 in the Real Property Records, Rockwall County, Texas. **The Association wishes to adopt reasonable guidelines for Display of Flags; and**

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

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

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

Woodcreek Fate Homeowners Association, INC.
100 Woodcreek Blvd
Rockwall, TX 75087

GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF ROCKWALL	§	

WHEREAS the *Woodcreek Fate Homeowners Association, INC.* ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

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

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

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

1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.

6. Permitted Flags may be up to three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise

Woodcreek Fate Homeowners Association, Inc.
Guidelines for Display of Flags
Page 3 of 4

levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

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

Approved and adopted by the Board on this 19 day of October 2011.

Matt Menden

MATT MENDEN

officer name

VP

position

WOODCREEK FATE HOA

community association name

STATE OF TEXAS §
 §
COUNTY OF DALLAS §
 §
COUNTY OF ROCKWALL §

Before me, the undersigned authority, on this day personally appeared MATT MILGREN,
_____ of Woodcreek Fate Homeowners Association, Inc., a Texas non-profit corporation,
known to me to be the person and officer whose name is subscribed to the foregoing instrument and
acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19TH day of OCTOBER, 2011.



[Notary Seal]

Tana Roeun
Notary Public, State of Texas

TANA ROEUN
Printed Name

My commission expires: 10-8-12

Inst # 00459783

Filed for Record in: Rockwall County
On: Dec 14, 2011 at 08:35A

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300



70 2011 00459785

Instrument Number: 2011-00459785

As

Recorded On: December 14, 2011

Recordings

Parties: WOODCREEK FATE HOMEOWNERS ASSOCIATION INC

Billable Pages: 5

To PUBLIC

Number of Pages: 5

Comment: DEDICATORY INSTRUMENTS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	28.00
Total Recording:	28.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Record and Return To:

Document Number: 2011-00459785

Receipt Number: 266889

Recorded Date/Time: December 14, 2011 08:35:02A

Book-Vol/Pg: BK-OR VL-6639 PG-250

User / Station: F H - Cashier Station 1

PREMIER COMMUNITIES MANAGEMENT CO

ATTN MARY MCDONALD

3102 OAK LAWN STE 202

DALLAS TX 75219



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Shelli Miller
Shelli Miller
Rockwall County Clerk

5
28

**Woodcreek Fate Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Collection Policy

WHEREAS, Woodcreek Fate Homeowners Association, Inc. (the "Association") is an addition in Rockwall County, Texas. The final plats were recorded in the Real Property Records of Rockwall County, Texas as; Volume 1287, and Page 187 on the Deeds Records of Rockwall County, Texas. Lots in Woodcreek Fate are subject to the Declaration of Covenants, Conditions & Restrictions for Woodcreek Fate Homeowners Association, recorded as Volume 00275591, Page 1 on March 31, 2003 in the Real Property Records, Rockwall County, Texas. **The Association wishes to adopt reasonable guidelines to establish a collection policy for the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

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

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

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

Woodcreek Fate Homeowners Association, INC.
100 Woodcreek Blvd
Rockwall, TX 75087

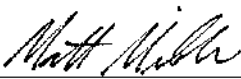
Woodcreek Fate Homeowners Association, Inc. COLLECTION POLICY

Woodcreek Fate Homeowners Association, Inc. collection process includes the following steps *unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager.*

Notice	Description	Fees
1 st Friendly Notice	<ul style="list-style-type: none"> Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is the 10th. Only issued to owners <u>with a balance of \$10 or more.</u> <ul style="list-style-type: none"> Late/interest fees may vary based on governing documents. Interest is not calculated on balances under \$2. Late date may vary based on governing documents. 	\$25.00 + 15% per annum + \$8.00 processing fee
2 nd Formal Notice	<ul style="list-style-type: none"> Issued by the billing department as a late letter (typically 30 days after the Friendly Notice). Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account. <ul style="list-style-type: none"> Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure. Only issued to owners <u>with a balance of \$50 or more.</u> <ul style="list-style-type: none"> A second late statement may be sent to owners in lieu of or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing. 	\$18.00 processing fee
Demand Letter	<ul style="list-style-type: none"> This is a second 30-day collection notice (similar to the 2nd Formal Notice); sent via certified mail. The billing department will automatically proceed with referring an account for demand <i>unless the Manager or Board of Directors stipulates otherwise.</i> Association collection policies may require demand letter processing through an attorney's office. NOTE: For Associations under developer control, builder referral for advanced collection action requires approval from the divisional Director in addition to the Manager. 	\$35.00 request for demand + collection agency/attorney fees (fees vary by office/agency)
Lien	<ul style="list-style-type: none"> If an account is referred directly to an attorney's office, the billing department will automatically proceed with an Authorization to Lien <i>unless the Manager or Board of Directors stipulates otherwise.</i> If an account is referred to a collection agency (e.g., Red Rock), the account is automatically processed for a lien subsequent to the 30-day timeline referenced in the demand letter. The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in 	\$20.00 request for lien + collection agency/attorney fees (fees vary by office/agency and county)

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

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

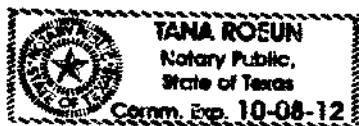

 Name: Matt Miller
 Title: VP
 Date: 10-19-11

STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

This instrument was acknowledged before me on the 19TH day of OCTOBER
20 11, by MATT MILORAN of
WOODCREEK FATE HOA, a Texas non-profit corporation, on behalf of said
corporation.



Tana R.
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

Inst # 00459785

Filed for Record in: Rockwall County
On: Dec 14, 2011 at 08:35A

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300



70 2011 00459780

Instrument Number: 2011-00459780

As

Recorded On: December 14, 2011

Recordings

Parties: WOODCREEK FATE HOMEOWNERS ASSOCIATION INC

Billable Pages: 4

To PUBLIC

Number of Pages: 4

Comment: DEDICATORY INSTRUMENTS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	24.00
Total Recording:	24.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

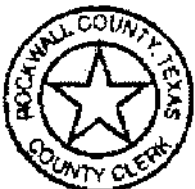
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-00459780
Receipt Number: 266889
Recorded Date/Time: December 14, 2011 08:35:02A
Book-Vol/Pg: BK-OR VL-6639 PG-223
User / Station: F H - Cashier Station 1

Record and Return To:

PREMIER COMMUNITIES MANAGEMENT CO
ATTN MARY MCDONALD
3102 OAK LAWN STE 202
DALLAS TX 75219



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Shelli Miller
Shelli Miller
Rockwall County Clerk

**Woodcreek Fate Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, Woodcreek Fate Homeowners Association, Inc. (the "Association") is an addition in Rockwall County, Texas. The final plats were recorded in the Real Property Records of Rockwall County, Texas as; Volume 1287, and Page 187 on the Deeds Records of Rockwall County, Texas. Lots in Woodcreek Fate are subject to the Declaration of Covenants, Conditions & Restrictions for Woodcreek Fate Homeowners Association, recorded as Volume 00275591, Page 1 on March 31, 2003 in the Real Property Records, Rockwall County, Texas. **The Association wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

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

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

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

Woodcreek Fate Homeowners Association, INC.
100 Woodcreek Blvd
Rockwall, TX 75087

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of *Woodcreek Fate Homeowners Association, INC.* (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

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

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

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

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

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain

Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Matt Milder

Name: MATT MILDER

Title: VP

Date: 10-19-11

STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

This instrument was acknowledged before me on the 19TH day of OCTOBER 20 11, by MATT MILDER of WOODCREEK FATE HOA, a Texas non-profit corporation, on behalf of said corporation.



Tana Roen
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

Inst # 00459780

Filed for Record in Rockwall County
On Dec 14, 2011 at 08:35A

Alternate Payments Schedule Policy



70 2011 00459781

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300

Instrument Number: 2011-00459781

As

Recorded On: December 14, 2011

Recordings

Parties: WOODCREEK FATE HOMEOWNERS ASSOCIATION INC

Billable Pages: 4

To PUBLIC

Number of Pages: 4

Comment: DEDICATORY INSTRUMENTS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	24.00
Total Recording:	24.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

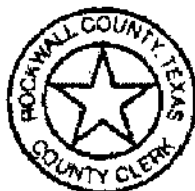
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2011-00459781
Receipt Number: 266889
Recorded Date/Time: December 14, 2011 08:35:02A
Book-Vol/Pg: BK-OR VL-6639 PG-227
User / Station: F H - Cashier Station 1

PREMIER COMMUNITIES MANAGEMENT CO
ATTN MARY MCDONALD
3102 OAK LAWN STE 202
DALLAS TX 75219



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Shelli Miller
Shelli Miller
Rockwall County Clerk

4
29

**Woodcreek Fate Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Priority of Payments

WHEREAS, Woodcreek Fate Homeowners Association, Inc. (the "Association") is an addition in Rockwall County, Texas. The final plats were recorded in the Real Property Records of Rockwall County, Texas as; Volume 1287, and Page 187 on the Deeds Records of Rockwall County, Texas. Lots in Woodcreek Fate are subject to the Declaration of Covenants, Conditions & Restrictions for Woodcreek Fate Homeowners Association, recorded as Volume 00275591, Page 1 on March 31, 2003 in the Real Property Records, Rockwall County, Texas. **The Association wishes to adopt reasonable guidelines for priority of payments for the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

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

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

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

Woodcreek Fate Homeowners Association, INC.
100 Woodcreek Blvd
Rockwall, TX 75087

Policy for Priority of Payments

WHEREAS, the Board of Directors (the "Board") of *Woodcreek Fate Homeowners Association, INC.* (the "Association") wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

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

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

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

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

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

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

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

Matt Mildeen

Name: MATT MILDEEN

Title: VP

Date: 10-19-11

STATE OF TEXAS

§
§
§

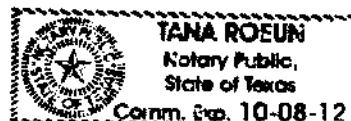
COUNTY OF DALLAS

This instrument was acknowledged before me on the 19TH day of NOVEMBER 20 11, by MATT MILDEEN of WOODCREEK ESTATE HOA, a Texas non-profit corporation, on behalf of said corporation.

Tana Roen

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219



Inst # 00459781

Priority of Payments Policy Filed for Record in: Rockwall County
On: Dec 14, 2011 at 08:35A

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300



70 2011 00459782

Instrument Number: 2011-00459782

As

Recorded On: December 14, 2011

Recordings

Parties: WOODCREEK FATE HOMEOWNERS ASSOCIATION INC

Billable Pages: 9

To PUBLIC

Number of Pages: 9

Comment: DEDICATORY INSTRUMENTS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	44.00
Total Recording:	44.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Record and Return To:

Document Number: 2011-00459782

Receipt Number: 266889

Recorded Date/Time: December 14, 2011 08:35:02A

Book-Vol/Pg: BK-OR VL-6639 PG-231

User / Station: F H - Cashier Station 1

PREMIER COMMUNITIES MANAGEMENT CO

ATTN MARY MCDONALD

3102 OAK LAWN STE 202

DALLAS TX 75219



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Shelli Miller
Shelli Miller
Rockwall County Clerk

9.
44

**Woodcreek Fate Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Records Production and Copying

WHEREAS, Woodcreek Fate Homeowners Association, Inc. (the "Association") is an addition in Rockwall County, Texas. The final plats were recorded in the Real Property Records of Rockwall County, Texas as; Volume 1287, and Page 187 on the Deeds Records of Rockwall County, Texas. Lots in Woodcreek Fate are subject to the Declaration of Covenants, Conditions & Restrictions for Woodcreek Fate Homeowners Association, recorded as Volume 00275591, Page 1 on March 31, 2003 in the Real Property Records, Rockwall County, Texas. **The Association wishes to adopt reasonable guidelines for records production and copying for the Association; and**

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

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

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

Woodcreek Fate Homeowners Association, INC.
100 Woodcreek Blvd
Rockwall, TX 75087

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of *Woodcreek Fate Homeowners Association, INC.*, (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

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

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

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

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

1. Copy charge.

(A) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that has recorded information is considered a page.

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

- *Diskette \$1.00;*
- *Magnetic tape -- actual cost;*
- *Data cartridge -- actual cost;*
- *Tape cartridge -- actual cost;*
- *Rewritable CD (CD-RW) -- \$1.00;*
- *Non-rewritable CD (CD-R) -- \$1.00;*
- *Digital video disc (DVD) -- \$3.00;*

- JAZ drive – actual cost;
- Other electronic media – actual cost;
- VHS video cassette – \$2.50;
- Audio cassette -- \$1.00;
- Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper -- See also §70.9 of this title)-- \$0.50;
- Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic -- actual cost.

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

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

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

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

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

(A) The charge for labor costs incurred in processing a request for public information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

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

- (i) Two or more separate buildings that are not physically connected with each other; or*
- (ii) A remote storage facility.*

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

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

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

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

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

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

4. Overhead charge.

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

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

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

5. *Microfiche and microfilm charge.*

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

(B) If only a master copy of information in microfilm is maintained, the charge is \$0.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

6. *Remote document retrieval charge.*

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

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

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

7. Computer resource charge.

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

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

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

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

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

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

- 8. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.*
- 9. Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.*
- 10. Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).*
- 11. Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.*

- B. Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

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

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

Matt Mildren

Name: MATT MILDREN

Title: VP

Date: 10-19-11

STATE OF TEXAS

§

§

COUNTY OF DALLAS

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This instrument was acknowledged before me on the 19TH day of DECEMBER 20 11, by MATT MILDREN of WOODCREEK FATE HOA, a Texas non-profit corporation, on behalf of said corporation.



Tana Roseun
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

Inst # 00459782

Filed for Record in: Rockwall County
On: Dec 14, 2011 at 08:35A

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300



70 2011 00459784

Instrument Number: 2011-00459784

As
Recordings

Recorded On: December 14, 2011

Parties: WOODCREEK FATE HOMEOWNERS ASSOCIATION INC
To PUBLIC

Billable Pages: 4
Number of Pages: 4

Comment: DEDICATORY INSTRUMENTS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	24.00
Total Recording:	24.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

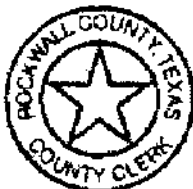
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2011-00459784
Receipt Number: 266889
Recorded Date/Time: December 14, 2011 08:35:02A
Book-Vol/Pg: BK-OR VL-6639 PG-246
User / Station: F H - Cashier Station 1

PREMIER COMMUNITIES MANAGEMENT CO
ATTN MARY MCDONALD
3102 OAK LAWN STE 202
DALLAS TX 75219



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Shelli Miller
Shelli Miller
Rockwall County Clerk

4
04

**Woodcreek Fate Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Document Retention

WHEREAS, Woodcreek Fate Homeowners Association, Inc. (the "Association") is an addition in Rockwall County, Texas. The final plats were recorded in the Real Property Records of Rockwall County, Texas as; Volume 1287, and Page 187 on the Deeds Records of Rockwall County, Texas. Lots in Woodcreek Fate are subject to the Declaration of Covenants, Conditions & Restrictions for Woodcreek Fate Homeowners Association, recorded as Volume 00275591, Page 1 on March 31, 2003 in the Real Property Records, Rockwall County, Texas. **The Association wishes to adopt reasonable guidelines for document retention for the Association; and**

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

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

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

Woodcreek Fate Homeowners Association, INC.
100 Woodcreek Blvd
Rockwall, TX 75087

Document Retention Policy

WHEREAS, the Board of Directors (the "Board") of *Woodcreek Fate Homeowners Association, INC.* (the "Association") wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

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

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

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

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

[signature page to follow]

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

Matt Miloen
Name: MATT MIOREN
Title: _____
Date: 10-19-11

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

This instrument was acknowledged before me on the 19TH day of OCTOBER 20 11, by MATT MIOREN of WOODCREEK FATE HOA, a Texas non-profit corporation, on behalf of said corporation.



Tana Roehn
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

Inst #: 00459784

Filed for Record in: Rockwall County
On: Dec 14, 2011 at 08:35A

Document Retention Policy



70 2011 00457876

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300

Instrument Number: 2011-00457876

As

Recorded On: November 01, 2011

Recordings

Parties: FATE WOODCREEK 2003 LTD

Billable Pages: 4

To WOODCREEK FATE HOMEOWNERS ASSOCIATION INC

Number of Pages: 4

Comment: QUITCLAIM DEED

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	24.00
Total Recording:	24.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

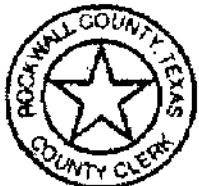
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2011-00457876
Receipt Number: 264937
Recorded Date/Time: November 01, 2011 01:21:08P
Book-Vol/Pg: BK-OR VL-6599 PG-14
User / Station: V D - Cashier Station 2

WOODCREEK FATE HOMEOWNERS ASSOC
C/O PREMIER COMMUNITIES MANAGEMENT CO
3102 OAK LAWN AVENUE STE 202
DALLAS TX 75219



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Rockwall County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and unenforceable under Federal law.

Shelli Miller
Shelli Miller
Rockwall County Clerk

QUITCLAIM DEED

STATE OF TEXAS
ROCKWALL COUNTY

Fate-Woodcreek/2003, Ltd., a Texas limited partnership, for good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged and confessed by the Grantee named in this deed, have quitclaimed, and by this instrument does quitclaim, to Woodcreek Fate Homeowners Association, Inc., a Texas non-profit corporation, of Rockwall County, Texas, all of its right, title and interest in and to the real property situated in Rockwall County, Texas, and described as:

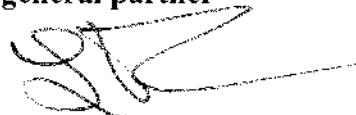
WOODCREEK PHASE 4, BLOCK X, LOT 1, (EASEMENT)

Grantor grants, to have and to hold, all of the Grantor's right, title, and interest in and to the above described property and premises to the Grantee, and to the Grantee's assigns forever, so that neither Grantor nor Grantor's legal representatives, or assigns shall have, claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Dated this 14 day of September 2011.

Fate-Woodcreek/2003, Ltd.
a Texas limited partnership

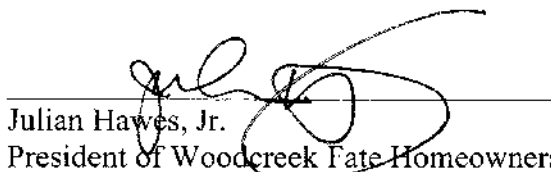
By: Fairway/2000 Development Corporation
its general partner



L.F. Van Landingham, Vice President

Name & Address of Grantee:
Woodcreek Fate Homeowners Association
c/o Premier Communities Management Co.
3102 Oak Lawn Avenue
Suite 202
Dallas, Texas 75219

Grantee Acknowledgement:



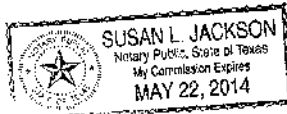
Julian Hawes, Jr.
President of Woodcreek Fate Homeowners Association, Inc.

GRANTOR

STATE OF TEXAS
COLLIN COUNTY

BEFORE ME, the undersigned authority, on this day personally appeared L.F. Vanlandingham known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

This instrument was acknowledged before me on Sept. 14, 2011 by L.F. Vanlandingham.



Susan L. Jackson
[Signature of Notary Public]

Being Lot 1, in Block X, of WOODCREEK PHASE 4, an Addition to the City of Fate, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet F, Slide 307, of the Plat Records of Rockwall County, Texas.

Inst # 00457876

Filed for Record in: Rockwall County
On: May 01/2011 at 01:21P



70 2011 00450595

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300

Instrument Number: 2011-00450595

As

Recordings

Recorded On: May 24, 2011

Parties: WOODCREEK

To PUBLIC

Billable Pages: 5

Number of Pages: 5

Comment: AMEND RESTRICTIONS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	28.00
Total Recording:	28.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Record and Return To:

Document Number: 2011-00450595

Receipt Number: 256612

Recorded Date/Time: May 24, 2011 03:27:42P

Book-Vol/Pg: BK-OR VL-6456 PG-68

User / Station: F H - Cashier Station 1

CHARLES W SPENCER

7920 BELTLINE RD

SUITE 935

DALLAS TX 75254

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.



Shelli Miller
Shelli Miller
Rockwall County Clerk

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR WOODCREEK
[All Phases]**

THE STATE OF TEXAS

§

COUNTY OF ROCKWALL

§

§

This Amendment to the Declaration of Covenants Conditions and Restrictions for Woodcreek (this "Amendment") is executed on the 29th day of April, 2011, by PRA/FATE DEVELOPMENT CORP., a Texas corporation ("Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek, dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas (the "Master Declaration"), imposing upon the Properties (as defined in the Master Declaration) certain covenants, conditions and restrictions (said Master Declaration and all amendments and supplements thereto, including those referenced in Exhibit A attached hereto being hereafter called the "Declaration"); and

WHEREAS, Section 18.2 of the Master Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" membership, and such Class "B" membership has not yet terminated; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant hereby supplements and amends the Declaration as follows:

1. The following Section 10.1(g) is added to the Master Declaration:

"(g) Notwithstanding anything contained herein to the contrary:

(i) Effective as of October 1, 2009 and subject to the terms and conditions hereof, the Base Assessments on the Developer Lots (as defined herein) shall be as follows:

<i>Time Period</i>	<i>Base Assessment</i>
October 1, 2009 through September 30, 2010	Said Developer Lots will not be subject to the Base Assessment
October 1, 2010 through September 30, 2012	The Base Assessment will be 50% of the Base Assessment that would otherwise be assessed against said Developer Lots
October 1, 2012 and thereafter	Said Developer Lots will be assessed at 100% of the Base Assessment

(ii) Any Developer Lots conveyed by a Developer to any other party will become subject to 100% of the Base Assessment effective as of the date of conveyance. In the event of a foreclosure by a lien holder on a Developer Lot or any conveyance in lieu of a foreclosure, the party acquiring title shall not be deemed a Developer, and the Unit shall no longer be a Developer Lot effective as of the date that the party acquires title. Further, upon the taking of title by any party holding a claim on a Developer Lot, the party acquiring title shall not be deemed a Developer, and the Unit shall no longer be a Developer Lot effective as of the date that the party acquires title.

(iii) The term "Developer" means an Owner of a Unit who has acquired the Unit directly from Declarant for the purpose of developing the Unit into an unimproved lot upon which a single family residence is to be constructed. The term "Developer" shall not include Declarant. The rights of a Developer under this Section 10.1(g) are personal to the applicable Developer, are not assignable by a Developer, and do not inure to the benefit of such Developer's successors, legal representatives, heirs or assigns. Any purported assignment of any right of a Developer under this section is void. A "Developer Lot" shall mean any Unit owned by a Developer and not yet sold or conveyed to a third party ("Developer Lots"). Declarant may, from time to time, identify an Owner who is a Developer, and each such designation by Declarant shall be in writing, shall be executed by Developer, and shall be binding on Declarant, the Owners, their successors and assigns. If there is any dispute or issue as to whether an Owner is a Developer or whether a Unit is a Developer Lot, the decision of Declarant, in its sole discretion, shall be final and shall be binding on Declarant, the Owners, their successors and assigns."

2. All terms shall have the definitions given them in the Master Declaration unless expressly provided otherwise herein. All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions of the Declaration which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect. If, however, any provisions of the Declaration, including any prior amendments and any supplemental declarations, are in conflict with the provisions hereof, the provisions hereof shall govern.

EXECUTED to be effective as of the day set forth above.

DECLARANT:

PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By: 
Name: Julian Hawes, Jr.
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 24TH day of April, 2011, by JULIAN HAWES JR. the VICE PRESIDENT of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.



Tana Rosun
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

CHARLES W. SPENCER
& ASSOCIATES, PLLC
7920 BELTLINE RD., SUITE 935
DALLAS, TEXAS 75254

EXHIBIT A

DECLARATION AND SUPPLEMENTS

Following is a list of supplements annexing property to the plan and scheme of development of that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek, dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas:

1. PHASE II. Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase II Addition dated March 25, 2003 and recorded in Volume 2920, Page 84, Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas.
2. PHASE III. Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III Addition dated July 23, 2003, recorded in Volume 3266, Page 64, Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas.
3. PHASE III. Second Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III Addition dated December 12, 2003, recorded in the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded in Volume 2920, Page 1 and Volume 2920, Page 113, Real Property Records of Rockwall County, Texas, and further makes reference to the Supplemental Declaration described in paragraph 2 above recorded in Volume 3266, Page 64, Real Property Records of Rockwall County, Texas.
4. PHASE III-D. Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III-D Addition dated October 21, 2003, recorded in the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas.
5. PHASE I-A & 1-C. Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase I-A & 1-C Additions dated January 30, 2004, recorded in the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas.

Inst #: 00450595

Filed for Record in: Rockwall County
On: May 24, 2011 at 03:27P



70 2010 00442644

Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300

Instrument Number: 2010-00442644

As

Recorded On: November 24, 2010

Recordings

Parties: WOODCREEK FATE HOMEOWNERS ASSOCIATION INC

To PUBLIC

Billable Pages: 5

Number of Pages: 5

Comment: RESTRICTIONS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	28.00
Total Recording:	28.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2010-00442644

Receipt Number: 247795

Recorded Date/Time: November 24, 2010 01:08:48P

Book-Vol/Pg: BK-OR VL-6299 PG-71

User / Station: F H - Cashier Station 1

Record and Return To:

CHARLES W SPENCER

7920 BELT LINE RD

SUITE 935

DALLAS TX 75254



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Lex Carlson

Lex Carlson
Chief Deputy, Rockwall County Clerk

**CERTIFICATE
FOR
RECORDATION OF DEDICATORY INSTRUMENT
OF
WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS

§

COUNTY OF ROCKWALL

§

§

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, Woodcreek Fate Homeowners Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Rockwall County, Texas, the attached instrument; and

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

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Woodcreek dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas (the "Declaration") subjected to the scheme of development therein certain land described in Exhibit "A" thereto located in Rockwall County, Texas;

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

[Signature page follows.]

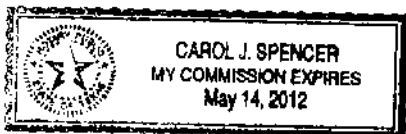
EXECUTED this 23rd day of November, 2010.

**WOODCREEK FATE HOMEOWNERS
ASSOCIATION, INC.,
a Texas non-profit corporation**

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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 23rd day of November, 2010, by Charles W. Spencer, authorized representative of Woodcreek Fate Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Carol J. Spencer
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
WOODCREEK, FATE
HOME OWNERS ASSOCIATION, INC.
[Fine Policy]**

I, the undersigned President of **WOODCREEK, FATE HOME OWNERS ASSOCIATION, INC.**, a Texas non-profit Association (the "**Association**"), hereby certify that, by unanimous consent, the Board of Directors of the Association, at a meeting duly called and held pursuant to the provisions of Article 1396-2.19 of the Texas Non-Profit Corporation Act as codified in the Business Organizations Code), adopted the following resolutions:

WHEREAS, that certain *Declaration of Covenants, Conditions and Restrictions for Woodcreek, Fate Home Owners Association, Inc.*, recorded as file clerk's Instrument #: 275591 of the Real Property Records of Rockwall County, Texas on March 31, 2003, as same may have been supplemented or amended (collectively hereinafter referred to as the "**Declaration**") establishes restrictive covenants for the maintenance, repair, upkeep, and alteration of Lots in Woodcreek, Fate to preserve and enhance the Lots, and for the common benefit of owners and residents of Woodcreek, Fate, as more particularly described in the Declaration; and

WHEREAS, the Declaration and applicable Texas law invests in the Board of Directors of the Association the authority to make and publish reasonable rules for the administration and enforcement of the restrictive covenants contained in the Declaration; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish the following fine structure for the violation of the restrictive covenants, rules and regulations, to which the Lots are subject under the Declaration;

NOW THEREFORE, BE IT RESOLVED that the Board does hereby **MAKE** the following rules relating to fines to be assessed to homeowners who do not comply with the governing documents in relation to maintenance, repair, upkeep, and alteration of their property:

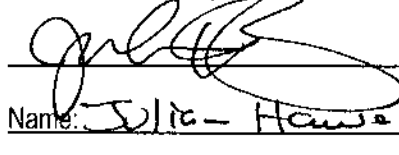
- When the Association Manager or an officer of the Association observes a violation in his or her inspection of the Property, the Association Manager will send to the owner of the affected Lot a letter (the "First Notice") explaining the violation in such detail as may be necessary or appropriate and request that the violation be cured on or before the expiration of ten (10) days following the date of the First Notice.
- If the violation is not cured within the ten (10) day cure period given in the First Notice, the Association Manager will send a second letter (the "Second Notice") complying with the provisions of §209.006 of the Texas Property Code, as same may be hereafter amended. Said section currently requires that the Second Notice [i] describe the violation that is the basis of the fine; [ii] inform the homeowner that he or she is entitled to a reasonable time within which to cure the violation before the imposition of the fine and that 30 days constitutes a reasonable time; and [iii] inform the homeowner that he or she may make a written request for a hearing before the Board within 30 days from receipt of the Second Notice.
- If the violation is not cured within the 30-day period granted in the Second Notice and after the owner's hearing rights are expired or met, the Association Manager is to give notice to the owner that the owner has been assessed a \$100.00 fine. The fine is to be charged to the account of the owner on the books of the Association and shall be secured by the Association's assessment lien.
- In the discretion of the Board, the fine can thereafter be levied for \$100.00 every two weeks until the violation is corrected. The notices required in the Second Notice do not have to be repeated for the additional fines so long as the notices have been given for the same violation within the past six (6) months.

FURTHER RESOLVED, that the above fine is cumulative of, and not in lieu of, the existing provisions in the Declaration or other rules passed by the Board including without limitation the provisions of Article IV relating to enforcement for personal misconduct of a Member or resident, and Article XXVIII providing for an action for damages at law, injunction, an action for specific performance, and the right of the Association to go onto a Lot, or direct a third-party service to go onto such Lot for the purpose of **mowing and cleaning such Lot and enforcing compliance, relocation of trash container(s) to appropriate positioning so as to screen such container(s) from public view, relocation of portable basketball goals from public right-of-way, removal of watercraft, personal watercraft, commercial vehicles, recreational vehicles, or trailers**, and the authority and right to assess and collect from the Owner of such Lot a sum up to twice the cost incurred by the Association in connection with such actions or activities resultant from otherwise enforcing compliance with the Declaration.

FURTHER RESOLVED, that all actions taken by the officers or authorized agents of the Association, from and after this date, consistent with this Resolution, are hereby approved, ratified, and adopted as the act and deed of the Association.

IN WITNESS WHEREOF, I have hereto set my hand and executed on this 19TH day of NOVEMBER, 2010.

WOODCREEK, FATE HOME OWNERS ASSOCIATION, INC., a Texas non-profit Association


Name: Julie Hawes, Jr.

Title: President

THE STATE OF TEXAS

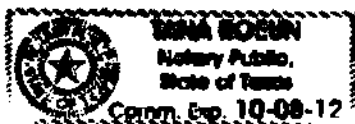
§
§

COUNTY OF ROCKWALL DALLAS §

This instrument was acknowledged before me on the 19TH day of NOVEMBER, 2010 by JAY HAWES, President of Woodcreek, Fate Home Owners Association, Inc., on behalf of said corporation.



Notary Public In and For the State Of Texas



Rockwall County
Lisa Constant
County Clerk
Rockwall, Texas 75087 (972) 204-6300



70 2009 00411027

FEB 12 2009

Instrument Number: 2009-00411027

Recorded On: February 04, 2009

As
Recordings

Parties: WOODCREEK FATE

To PUBLIC

Billable Pages: 3

Number of Pages: 3

Comment: AMEND RESTRICTIONS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	20.00
Total Recording:	20.00

***** DO NOT REMOVE. THIS PAGE IT IS PART OF THE INSTRUMENT *****

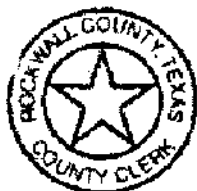
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-00411027
Receipt Number: 213718
Recorded Date/Time: February 04, 2009 08:51:14A
Book-Vol/Pg: BK-OR VL-5685 PG-286
User / Station: F H - Cashier Station #4

Record and Return To:

WOODCREEK FATE HOMEOWNERS
C/O PREMIER COMMUNITIES
3102 OAK LAWN AVE ST 200
DALLAS TX 75219



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Lisa Constant
Lisa Constant
Rockwall County Clerk

AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODCREEK FATE
[All Phases]

FEB 12 2009

This Amendment to the Declaration of Covenants Conditions and Restrictions for Woodcreek Fate ("Amendment") is executed on the 18 day of December, 2008, by PRA/FATE DEVELOPMENT CORP., a Texas corporation ("Declarant"),

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas, imposing upon the Properties (as defined in the Declaration) covenants, conditions and restrictions under a general plan of development for the benefit of the owners of each portion of the Properties (said instrument and all amendments and supplements thereto being hereafter call the ("Declaration")); and

WHEREAS, Section 18.2 of the Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" Membership, and such Class "B" Membership has not yet terminated; and

WHEREAS, Declarant desires to amend the Declaration (including supplemental declarations) to prohibit certain types of signs;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration and supplements thereto as follows:

1. Section 2 of Exhibit "C" of the Declaration is amended to add Paragraph (s) which shall read as follows:

"(s) Placing, erecting, or allowing to be placed on a Unit any of the following signs: (i) any signs of a "protest" or complaint against Declarant or Builder, (ii) any signs that discourage or otherwise impact or attempt to impact anyone's decision to acquire a lot or residence displayed to the public view of any Unit; or (iii) any sign that offers a home for lease or rent. The Board or its agents shall, without notice, have the right, but not the obligation, to remove any sign that does not comply with the foregoing, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. In addition to any other remedy provided herein, the failure to comply with this subparagraph (s) shall

subject any Owner to a fine of up to \$100.00 per day per sign for each day that such Owner fails to comply with this subparagraph (s)."

2. This Amendment shall be effective as of the date set forth above.
3. All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect. If, however, any provisions of existing documents, including the Declaration and supplemental declarations are in conflict with the provisions hereof the provisions hereof shall govern.

IN WITNESS WHEREOF, this Amendment to the Declaration is hereby executed by Declarant effective as of the date first above written.

DECLARANT:

PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By:

Name: Julian Hawes, Jr.

Title: President

STATE OF TEXAS §

§

COUNTY OF DALLAS §

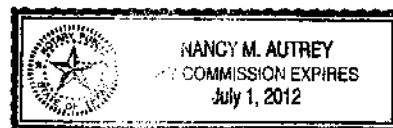
This instrument was acknowledged before me on this, 17th day of Dec., 2008, by JULIAN HAWES, PRES of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.

Nancy M. Autrey
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Premier Communities
~~2221 N. Haskell, Ste 2050~~
~~Dallas, TX 75204~~

3102 Oak Lawn Avenue
Suite 202
Dallas, Texas 75219
Amendment to Declaration
Woodcreek Fate



Inst # 00411027

Filed for Record in: Rockwall County
On: Feb 04:2009 at 08:51A

Rockwall County
Lisa Constant
County Clerk
Rockwall, Texas 75087 (972) 204-6300

FEB 12 2009



70 2009 00411028

Instrument Number: 2009-00411028

As

Recorded On: February 04, 2009

Recordings

Parties: WOODCREEK FATE

Billable Pages: 5

To PUBLIC

Number of Pages: 5

Comment: AMEND RESTRICTIONS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	28.00
Total Recording:	28.00

***** DO NOT REMOVE. THIS PAGE IT IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2009-00411028
Receipt Number: 213718
Recorded Date/Time: February 04, 2009 08:51:14A
Book-Vol/Pg: BK-OR VL-5685 PG-289
User / Station: F H - Cashier Station #4

Record and Return To:

WOODCREEK FATE HOMEOWNERS
C/O PREMIER COMMUNITIES
3102 OAK LAWN AVE ST 200
DALLAS TX 75219



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Lisa Constant
Lisa Constant
Rockwall County Clerk

5/28

AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODCREEK FATE
[All Phases]

FEB 12 2009

This Amendment to the Declaration of Covenants Conditions and Restrictions for Woodcreek Fate ("Amendment") is executed on the 19 day of November, 2008, by PRA/FATE DEVELOPMENT CORP., a Texas corporation ("Declarant"),

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas ("Master Declaration"), imposing upon the Properties (as defined in the Declaration) covenants, conditions and restrictions under a general plan of development for the benefit of the owners of each portion of the Properties (said instrument and all amendments and supplements thereto, including those referenced in Exhibit "A" hereto, being hereafter called the ("Declaration")); and

WHEREAS, Section 18.2 of the Master Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" Membership, and such Class "B" Membership has not yet terminated; and

WHEREAS, Declarant desires to amend the Declaration (including supplemental declarations and all phases of the Property) to provide for a capitalization fee as set out below;

NOW, THEREFORE, Declarant hereby amends Section 10.11 of the Master Declaration to read as follows:

10.11 Capitalization of Association. In addition to the regular assessments for a Lot, as a condition to the sale of every Lot by a Builder of a developed Lot and continuing thereafter each time a Lot is sold, a capital funding fee of \$100.00 shall be charged to the purchaser of the Lot being conveyed and paid by the purchaser of the Lot to the Association. The capital funding fee provided for herein may be increased from time to time as determined and approved by the Board of Directors of the Association.

2. This Amendment shall be effective as of the date set forth above.

3. All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect. If, however, any provisions of existing documents, including the Declaration and supplemental declarations are in conflict with the provisions hereof the provisions hereof shall govern.

IN WITNESS WHEREOF, this Amendment to the Declaration is hereby executed by Declarant effective as of the date first above written.

DECLARANT:

PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By:

Name:

Julian Hawes, Jr.

Title:

Vice President

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on this 19th day of NOVEMBER 2008, by Julian "Jay" Hawes, Jr., VP of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.

Tana Roehm
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:



EXHIBIT "A"

Declaration and Supplements

Following is a list of supplements annexing property to the plan and scheme of development of that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 113, Real Property Records of Rockwall County, Texas:

1. **PHASE II.** Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase II Addition dated March 25, 2003 and recorded in Volume 2920, Page 84, Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;
2. **PHASE III.** Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III Addition dated July 23, 2003, recorded in Volume 3266, Page 64, Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;
3. **PHASE III.** Second Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III Addition dated December 12, 2003, recorded in the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded in Volume 2920, Page 1 and Volume 2920, Page 113, Real Property Records of Rockwall County, Texas, and further makes reference to the Supplemental Declaration described in paragraph 2 above recorded in

Volume 3266, Page 64, Real Property Records of Rockwall County, Texas;

4. PHASE III-D. Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase III-D Addition dated October 21, 2003, recorded the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;

5. PHASE I-A & 1-C. Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants, Conditions, and Restrictions for Woodcreek Phase I-A & 1-C Additions dated January 30, 2004, recorded in the Real Property Records of Rockwall County, Texas, which Supplemental Declaration makes reference to the Declaration recorded as Instrument Number 275591, Real Property Records of Rockwall County, Texas;

Inst #: 00411028

Filed for Record in: Rockwall County
On: Feb 04:2009 at 08:51A

Rockwall County

Lisa Constant

County Clerk

Rockwall, Texas 75087 (972) 882-0220



70 2008 00398057

Instrument Number: 2008-00398057

As

Recorded On: May 06, 2008

Recordings

Parties: FATE PROJECT DEVELOPMENT PARTNERS LTD

Billable Pages: 5

To WOODCREEK FATE HOMEOWNERS ASSOCIATION INC

Number of Pages: 5

Comment: WD

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings 28.00

Total Recording: 28.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2008-00398057

Receipt Number: 199929

Recorded Date/Time: May 06, 2008 02:09:04P

Book-Vol/Pg: BK-OR VL-5453 PG-30

User / Station: F H - Cashier Station #4

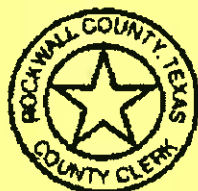
Record and Return To:

HESSE AND HESSE

1518 LEGACY DR

SUITE 250

FRISCO TX 75034



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Lisa Constant

Lisa Constant
Rockwall County Clerk

AFTER RECORDING RETURN TO:

Michael D. Hesse
HESSE & HESSE, L.L.P.
1518 Legacy Drive
Suite 250
Frisco, Texas 75034

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

COUNTY OF ROCKWALL

§

§

KNOW ALL MEN BY THESE PRESENTS:

That **FATE PROJECT DEVELOPMENT PARTNERS, LTD.**, a Texas limited partnership, whose mailing address is 12890 Hillcrest Road, Suite 103, Dallas, Texas 75230 (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by **WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, whose mailing address is 5400 LBJ Freeway, Suite 975, Dallas, Texas 75240 (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto Grantee those certain parcels of land (hereinafter collectively referred to as the "Property") together with any improvements thereon and any appurtenances thereto, located in Rockwall County, Texas, described as follows:

Being **Lots 1, 2, 3 and 4, in Block X, and the Open Space in Block D of WOODCREEK PHASE 2-A**, an Addition to the City of Fate, Rockwall County, Texas, according to the Plat thereof recorded in **Cabinet E, Slide 378**, of the Plat Records of Rockwall County, Texas;

Being **Lot 5, in Block X, of WOODCREEK PHASE 2-B**, an Addition to the City of Fate, Rockwall County, Texas, according to the Plat thereof recorded in **Cabinet F, Slide 163**, of the Plat Records of Rockwall County, Texas, as corrected by that certain Certificate of Correction recorded in Volume 4566, Page 106, of the Official Public Records of Rockwall County, Texas; and

Being Lots 1 and 2, in Block X, of WOODCREEK PHASE 2-C, an Addition to the City of Fate, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet F, Slide 337, of the Plat Records of Rockwall County, Texas.

This conveyance is made and accepted subject to any and all restrictions, reservations, covenants, conditions, rights of way, easements, municipal and other governmental zoning laws, regulations and ordinances, if any, of record in said county, to the extent (but not further) the same are valid and subsisting and affect title to the property conveyed hereby (hereinafter collectively referred to as the "Permitted Exceptions").

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind its successors and assigns, to WARRANT AND FOREVER DEFEND, subject to the Permitted Exceptions, all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. Grantee herein assumes payment of all taxes on the Property for the current and subsequent years.

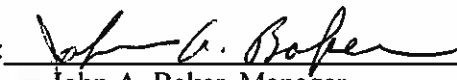
In addition to the foregoing, Grantor acknowledges and agrees that it shall complete within six (6) months after the date of this Special Warranty Deed (herein referred to as the "Construction Deadline") the construction and installation of certain improvements (herein referred to as the "Improvements") for the Property previously agreed upon by Grantor and Grantee. In the event Grantor fails to complete the construction and installation of the Improvements for the Property on or before the expiration of the Construction Deadline, Grantee acknowledges, by its acceptance of this Special Warranty Deed, that Grantee shall have the right to convey the Property back to Grantor on or before the date that is thirty (30) days after the Construction Deadline. If Grantee fails to convey the Property back to Grantor within said thirty (30) day period, then Grantee shall have waived any objection to the condition or existence of the Improvements for the Property and waived any right to convey the Property back to Grantor, and Grantee shall no longer have any right to convey the Property back to Grantor.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor as of the 9th day of April, 2008.

GRANTOR:

FATE PROJECT DEVELOPMENT PARTNERS,
LTD., a Texas limited partnership

By: Fate/2003, L.L.C.,
a Texas limited liability company
Its: General Partner

By: 
John A. Baker, Manager

ACKNOWLEDGMENT OF ACCEPTANCE:

WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

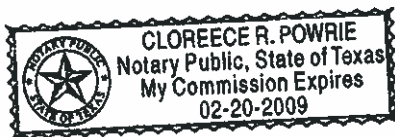
By: [Signature]
Printed Name: Julian Hawes, Sr.
Title: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John A. Baker, the Manager of Fate/2003, L.L.C., a Texas limited liability company, the General Partner of Fate Project Development Partners, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of April, 2008.

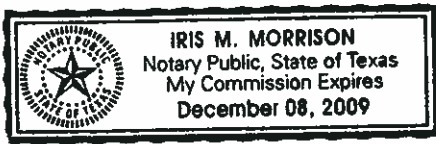


Cloreece R. Powrie
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: CLOREECE R. POWRIE
My Commission Expires: 02-20-2009

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Julian Hawes Jr., the President of Woodcreek Fate Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 28 day of April, 2008.



Iris M. Morrison
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: Iris M. Morrison
My Commission Expires: 12-08-2009

Inst # 00398057

Filed for Record in: Rockwall County
On: May 06, 2008 at 02:09P

Rockwall County

Lisa Constant

County Clerk

Rockwall, Texas 75087 (972) 882-0220



70 2008 00398059

Instrument Number: 2008-00398059

As

Recorded On: May 06, 2008

Recordings

Parties: JFB FATE 2003 LTD

Billable Pages: 5

To WOODCREEK FATE HOMEOWNERS ASSOCIATION INC

Number of Pages: 5

Comment: WD

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	28.00
Total Recording:	28.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2008-00398059
Receipt Number: 199929
Recorded Date/Time: May 06, 2008 02:09:04P
Book-Vol/Pg: BK-OR VL-5453 PG-40
User / Station: F H - Cashier Station #4

Record and Return To:

HESSE AND HESSE
1518 LEGACY DR
SUITE 250
FRISCO TX 75034



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Lisa Constant
Lisa Constant
Rockwall County Clerk

AFTER RECORDING RETURN TO:

Michael D. Hesse
HESSE & HESSE, L.L.P.
1518 Legacy Drive
Suite 250
Frisco, Texas 75034

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ROCKWALL

§

That **JFB FATE/2003, LTD.**, a Texas limited partnership, whose mailing address is 12890 Hillcrest Road, Suite 103, Dallas, Texas 75230 (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by **WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, whose mailing address is 5400 LBJ Freeway, Suite 975, Dallas, Texas 75240 (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto Grantee those certain parcels of land (hereinafter collectively referred to as the "Property") together with any improvements thereon and any appurtenances thereto, located in Rockwall County, Texas, described as follows:

Being Lots 1, 2 and 3, in Block X, of **WOODCREEK PHASE 3-A**, an Addition to the City of Fate, Rockwall County, Texas, according to the Plat thereof recorded in **Cabinet F, Slide 45**, of the Plat Records of Rockwall County, Texas;

Being Lots 1, 2 and 3, in Block X, of **WOODCREEK PHASE 3-B**, an Addition to the City of Fate, Rockwall County, Texas, according to the Plat thereof recorded in **Cabinet F, Slide 189**, of the Plat Records of Rockwall County, Texas; and

Being Lots 1 and 2, in Block X, of **WOODCREEK PHASE 3-C**, an Addition to the City of Fate, Rockwall County, Texas, according to the Plat thereof recorded in **Cabinet F, Slide 339**, of the Plat Records of Rockwall County, Texas;

This conveyance is made and accepted subject to any and all restrictions, reservations, covenants, conditions, rights of way, easements, municipal and other governmental zoning laws, regulations and ordinances, if any, of record in said county, to the extent (but not further) the same are valid and subsisting and affect title to the property conveyed hereby (hereinafter collectively referred to as the "Permitted Exceptions").

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind its successors and assigns, to WARRANT AND FOREVER DEFEND, subject to the Permitted Exceptions, all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. Grantee herein assumes payment of all taxes on the Property for the current and subsequent years.


In addition to the foregoing, Grantor acknowledges and agrees that it shall complete within six (6) months after the date of this Special Warranty Deed (herein referred to as the "Construction Deadline") the construction and installation of certain improvements (herein referred to as the "Improvements") for the Property previously agreed upon by Grantor and Grantee. In the event Grantor fails to complete the construction and installation of the Improvements for the Property on or before the expiration of the Construction Deadline, Grantee acknowledges, by its acceptance of this Special Warranty Deed, that Grantee shall have the right to convey the Property back to Grantor on or before the date that is thirty (30) days after the Construction Deadline. If Grantee fails to convey the Property back to Grantor within said thirty (30) day period, then Grantee shall have waived any objection to the condition or existence of the Improvements for the Property and waived any right to convey the Property back to Grantor, and Grantee shall no longer have any right to convey the Property back to Grantor.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor as of the 9th day of April, 2008.

GRANTOR:

JFB FATE/2003, LTD.,
a Texas limited partnership

By: J. Baker Corporation, a Texas corporation
Its: General Partner

By: 
John A. Baker, President

ACKNOWLEDGMENT OF ACCEPTANCE:

WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

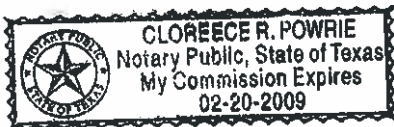
By: [Signature]
Printed Name: Julian Hawley Jr.
Title: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John A. Baker, the President of J. Baker Corporation, a Texas corporation, the General Partner of JFB Fate/2003, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of April, 2008.

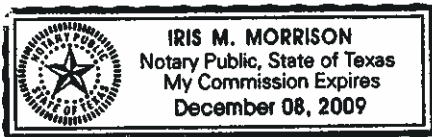


Cloreece R. Powrie
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: CLOREECE R. Powrie
My Commission Expires: 02-20-2009

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Julian Hawes Jr., the President of Woodcreek Fate Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 28 day of April, 2008.



Iris m. morrison
NOTARY PUBLIC, STATE OF TEXAS.
Printed Name: Iris m. Morrison
My Commission Expires: 12-08-2009

Inst # 00398059

Filed for Record in: Rockwall County
On: May 06, 2008 at 02:09P

Rockwall County

Lisa Constant

County Clerk

Rockwall, Texas 75087 (972) 882-0220

REC'D OCT 29 2007

70 2007 00387070

Instrument Number: 2007-00387070

As

Recorded On: October 15, 2007

Recordings

Parties: PRA/FATE DEVELOPMENT CORP

Billable Pages: 4

To PUBLIC

Number of Pages: 4

Comment: AMENDED RESTRICTIONS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	24.00
Total Recording:	24.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2007-00387070

Receipt Number: 188984

Recorded Date/Time: October 15, 2007 08:06:00A

Book-Vol/Pg: BK-OR VL-5244 PG-153

User / Station: V D - Cashier Station 2

Record and Return To:

WOODCREEK FATE HOMEOWNERS ASSOC

2711 N HASKILL AVE STE 2650

DALLAS TX 75204

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Lisa Constant
Lisa Constant
Rockwall County Clerk



**AMENDED AND RESTATED
AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODCREEK FATE
[All Phases]**

This Amended and Restated Amendment to the Declaration of Covenants Conditions and Restrictions for Woodcreek Fate ("Amendment") is executed on the 10 day of September, 2007, by PRA/FATE DEVELOPMENT CORP., a Texas corporation ("Declarant"),

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek ("Declaration") dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas, imposing upon the Properties (as defined in the Declaration) covenants, conditions and restrictions under a general plan of development for the benefit of the owners of each portion of the Properties; and

WHEREAS, Declarant has since executed and filed the following Supplemental Declarations in the Real Property Records of Rockwall County, Texas: [1] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase II Addition dated March 25, 2003, recorded as instrument 00275592, in Volume 2920, Page 84; [2] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III Addition dated July 23, 2003; [3] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III-D Addition dated October 21, 2003; [4] Second Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III Addition dated December 12, 2003; and [5] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase I-A and Woodcreek Phase I-C Additions dated January 30, 2004 (collectively the "Supplemental Declarations"); and

WHEREAS, that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodcreek Fate [All Phases] dated June 12, 2007, was recorded July 10, 2007, as Instrument Number 2007-00381441 in Volume 5135, Page 249, Real Property Records of Rockwall County, Texas (the "Prior Amendment"; and

WHEREAS, Section 18.2 of the Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" Membership, and such Class "B" Membership has not yet terminated; and

WHEREAS, Declarant desires, in accordance with Section 18.2, to amend and restate the Prior Amendment as stated hereinbelow;

AMENDMENT

NOW, THEREFORE the Prior Amendment is hereby amended and restated to read as follows:

Section 2(a) of Exhibit "C" to the Declaration and Section 6(b) of the Supplemental Declarations are hereby amended and supplemented by the substitution of the following provision:

"Prohibited Vehicles. Except as otherwise approved by the Board of Directors, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, in excess of one (1) ton pay load may not park or be stored on any Lot (except in a garage) with the exception of vehicles or trucks being used in the development or care of a Lot or the common areas.

Except as otherwise approved by the Board of Directors, inoperable vehicles, recreational vehicles, trailers (either with or without wheels), golf carts, campers, camper trailers, boats and other watercraft, and watercraft trailers, other than conventional automobiles, may not be parked, kept or stored on any Lot (except in a garage) unless parked, stored or placed within the garage on the appropriate Lot or within the building lines of such Lot and screened from view of the general public and from adjacent Lots." For purposes of this section, a vehicle shall be considered "inoperable" if it is obviously not capable of being operated as a vehicle or if it does not have current registration or operating licenses. Any vehicle parked in violation of this Section may be towed at owner's expense in accordance with Texas State Law.

All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect. If, however, any provisions of existing documents, including the Declaration and

Supplemental Declarations referenced hereinabove are in conflict with the provisions hereof the provisions hereof shall govern.

IN WITNESS WHEREOF, this Amendment to the Declaration is hereby executed by Declarant effective as of the date first above written.

DECLARANT:

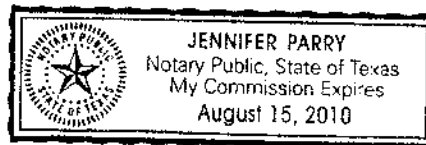
PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By: [Signature]
Name: Julian Hawes, Jr.
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 10 day of September 2007, by Julian Hawes, Jr., VP of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.

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



Filed for Record in: Rockwall County
On: Oct 15/2007 at 08:06A
Page 4 of 10037070

AFTER RECORDING RETURN TO:
Charles W. Spencer
8111 LBJ Freeway, Suite 920
Dallas, TX 75251

Rockwall, Texas 75087 (972) 882-0220

 Δx

Recordings

Billable Pages: 5

Number of Pages: 5

Comment: AMENDMENT

(Partes listed above are for Clerks reference only.)

***2 Examined and Charged as Follows:**

Recordings	28.00
Total Recording	28.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REA, PREMISES or other property because of color or race is invalid and unenforceable under Federal law.

Record and Return To:

Document Number: 2007-00381440

Receipt Number 183063

Recorded Date/Time: July 10, 2007 12:13:03P

Book-Vol/Pg: BK-OR VL-5136 PG-244

User | Station: P J - Cashier Station 1

CHARLES W. SPENCER

0111 LBJ FREEWAY S/F EX

DALLAS TX 75261



1. The following table shows the number of people who visited the museum in each month from January to December. The number of visitors is given in thousands.

2. The second part of the paper is devoted to the study of the asymptotic behavior of the solutions of the problem (1.1) as $\epsilon \rightarrow 0$. In this case, the asymptotic expansion of the solution is obtained in the form of a series in powers of ϵ . The leading term of this expansion is the solution of the problem (1.1) with $\epsilon = 0$. The higher-order terms of the expansion are determined by the solutions of the problems (1.1) with $\epsilon = 0$ and $\epsilon = 1$.

... ..

Lisa Constant

Hockey: 6 goals & 10%

AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODCREEK
[All Phases]

This Amendment to the Declaration of Covenant, Conditions and Restrictions for Woodcreek ("Amendment") is executed as of June, 2007, by PRA/FATE DEVELOPMENT CORP., a Texas corporation ("Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek ("Declaration") dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and relied in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas, imposing upon the Properties (as defined in the Declaration) covenants, conditions and restrictions under a general plan of development for the benefit of the owners of each portion of the Properties; and

WHEREAS, Declarant has since executed and filed the following Supplemental Declarations in the Real Property Records of Rockwall County, Texas: [1] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase II Addition dated March 25, 2003, recorded as instrument 00275592, in Volume 2920, Page 84; [2] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III Addition dated July 23, 2003; [3] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III-D Addition dated October 21, 2003; [4] Second Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III Addition dated December 12, 2003; and [5] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase I-A and Woodcreek Phase I-C Additions dated January 30, 2004 (collectively the "Supplemental Declarations").

WHEREAS, Section 18.2 of the Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" Membership, and such Class "B" Membership has not yet terminated; and

WHEREAS, Declarant desires, in accordance with Section 18.2 to supplement and amend the Declaration by the addition of certain maintenance provisions to Section 5.2 of the Declaration,

AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended by the addition of the following provision to Section 5.2:

The Owner of each Lot shall maintain the same and adjacent street right-of-way, and the improvements, sod, trees, hedges, and plantings thereon, in a neat and attractive condition. Such maintenance shall include regular mowing, edging of turf areas, weeding of plant beds, fertilizing, weed control and watering of the turf and landscape areas on each Lot. Diseased or dead plants or trees must be removed and replaced within a reasonable time frame. The owner of each lot shall also be required:

[i] to maintain the lawn and lawn area thereon so that the grass or weeds do not exceed 12 inches in height as measured from the ground and the grass or weeds do not encroach more than 3 inches on any sidewalk, driveway, or curb;

[ii] to remove any debris or trash therefrom;

[iii] to trim or prune any tree, hedge or planting that, in the opinion of the Association or Declarant, by reason of its location or height or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance;

[iv] to repair or stain/paint any fence thereon that is out of repair or not in harmony, with respect to color or design, with fencing on adjacent property; and

[v] to do any and all things necessary or desirable in the opinion of the Association or Declarant to place such property in a neat and attractive condition consistent with the intention of the Declaration.

On front lawns and wherever visible from any street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths, birdhouses, fountains or other decorative embellishments unless such specific item(s) has been approved in writing by the ACC.

The Association or Declarant shall have the right, after thirty (30) days notice to the Owner of any Lot setting forth the action intended to be taken by the Association or Declarant, provided at the end of such time such action has not already been taken by such Owner.

The person who is the Owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association, for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the maximum rate allowed by law, and to pay attorneys fees and

court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's property, subject to liens then existing thereon. Such lien shall be enforceable as any other assessment lien as provided in this Declaration.

The Board of Directors for Woodcreek Fate Homeowners Association resolves to impose reasonable fines, which constitute a Specific assessment secured by a lien upon the property of the violating Owner as outlined in the by laws sections 5.11 in addition to other rights under the Declaration, Article IV, 4.3 (a) (b). The fine structure to be enacted is \$25.00 per week for all violations of the above amendment to begin June 15, 2007.

All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect. If, however, any provisions of existing documents, including the Declaration and Supplemental Declarations referenced hereinabove are in conflict with the provisions hereof the provisions hereof shall govern.

IN WITNESS WHEREOF, this Amendment to the Declaration is hereby executed by Declarant effective as of the date first above written.

DECLARANT:

PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By: [Signature]

Name: Susan Amador, Jr.

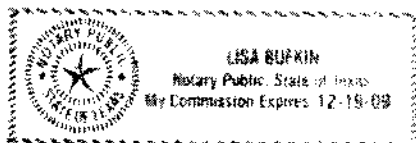
Title: Vice President

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on this 27 day of January, 2007, by [Signature] of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.



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

AFTER RECORDING RETURN TO:
Charles W. Spencer
8111 LBJ Freeway, Suite 920
Dallas, TX 75251

Rockwall County
Lisa Constant
County Clerk
Rockwall, Texas 75087 (972) 882-0220



2007-00381441

Instrument Number: 2007-00381441

As

Recorded On: July 10, 2007

Recordings

Parties: PRAFATE DEVELOPMENT CORP

To PUBLIC

Billable Pages: 4

Number of Pages: 4

Comment: AMENDMENT

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	24.00
Total Recording:	24.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2007-00381441
Receipt Number: 183063
Recorded Date/Time: July 10, 2007 12:13:03P
Book-Vol/Pg: BK-OR VL-5135 PG-249
User / Station: P J - Cashier Station 1

Record and Return To:

CHARLES W SPENCER
8111 LBJ FREEWAY STE 920
DALLAS TX 75251



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and
Page of the named records in Rockwall County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and
unenforceable under Federal law.

Lisa Constant
Lisa Constant
Rockwall County Clerk

4/24/07

**AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODCREEK FATE
[All Phases]**

This Amendment to the Declaration of Covenants Conditions and Restrictions for Woodcreek Fate ("Amendment") is executed on the 12 day of June, 2007, by PRA/FATE DEVELOPMENT CORP., a Texas corporation ("Declarant"),

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek ("Declaration") dated March 26, 2003, and filed for record March 31, 2003, as instrument number 275591 in Volume 2920, Page 1, Real Property Records of Rockwall County, Texas, and refiled in Volume 2920, Page 0113, Real Property Records of Rockwall County, Texas, imposing upon the Properties (as defined in the Declaration) covenants, conditions and restrictions under a general plan of development for the benefit of the owners of each portion of the Properties; and

WHEREAS, Declarant has since executed and filed the following Supplemental Declarations in the Real Property Records of Rockwall County, Texas: [1] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase II Addition dated March 25, 2003, recorded as instrument 00275592, in Volume 2920, Page 84; [2] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III Addition dated July 23, 2003; [3] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III-D Addition dated October 21, 2003; [4] Second Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III Addition dated December 12, 2003; and [5] Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase I-A and Woodcreek Phase I-C Additions dated January 30, 2004 (collectively the "Supplemental Declarations").

WHEREAS, Section 18.2 of the Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" Membership, and such Class "B" Membership has not yet terminated; and

WHEREAS, Declarant desires, in accordance with Section 18.2, to supplement and amend the Declaration and Supplemental Declarations by the addition of certain parking restrictions;

AMENDMENT

NOW, THEREFORE, Section 2(a) of Exhibit "C" to the Declaration and Section 6(b) of the Supplemental Declarations are hereby amended and supplemented by the substitution of the following provision:

"Prohibited Vehicles. Except as otherwise approved by the Board of Directors, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, golf carts, stored vehicles, inoperable vehicles, tractors and trucks with tonnage in excess of one (1) ton may not park or be stored on any Lot (except in a garage) or any street with the exception of vehicles or trucks being used in the development or care of a Lot or the common areas. For purposes of this section, a vehicle shall be considered "inoperable" if it is obviously not capable of being operated as a vehicle or if it does not have current registration or operating licenses. Any vehicle parked in violation of this Section may be towed at owner's expense in accordance with Texas State Law.

Except as otherwise approved by the Board of Directors, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and watercraft trailers, other than conventional automobiles, may not be parked, kept or stored on any Lot (except in a garage) or on any street unless parked, stored or placed within the garage on the appropriate Lot or within the building lines of such Lot and screened from view of the general public and from adjacent Lots."

All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect. If, however, any provisions of existing documents, including the Declaration and Supplemental Declarations referenced hereinabove are in conflict with the provisions hereof the provisions hereof shall govern.

IN WITNESS WHEREOF, this Amendment to the Declaration is hereby executed by Declarant effective as of the date first above written.

DECLARANT:

PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By: *Julian Hawes, Jr.*
Name: Julian Hawes, Jr.
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 12 day of June, 2007, by Julian Hawes, Jr., V/P of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.



Lisa Bufkin
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Charles W. Spencer
8111 LBJ Freeway, Suite 920
Dallas, TX 75251



70 2006 00361765

Rockwall County
Paulette Burks
County Clerk
Rockwall, Texas 75087 (972) 882-0220

Instrument Number: 2006-00361765

Recorded On: September 01, 2006

As
Recordings

Parties: PRA/FATE DEVELOPMENT CORP

To JFB WOODCREEK 2004 LTD

Billable Pages: 11

Number of Pages: 11

Comment: FIRST AMENDMENT

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	52.00
Total Recording:	52.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2006-00361765

Receipt Number: 164896

Recorded Date/Time: September 01, 2006 10:25:48A

Book-Vol/Pg: BK-OR VL-4725 PG-220

User / Station: S B - Cashier Station 2

Record and Return To:

HESSE & HESSE, LLP

15303 DALLAS PARKWAY

SUITE 1040

ADDISON TX 75001



Paulette Burks
Rockwall County Clerk

11/59
AFTER RECORDING RETURN TO:

Michael D. Hesse
HESSE & HESSE, L.L.P.
15303 Dallas Parkway
Suite 1040
Addison, Texas 75001

**FIRST AMENDMENT TO THE SUPPLEMENTAL DECLARATION
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WOODCREEK
AND
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WOODCREEK PHASE I-A AND PHASE I-C**

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

KNOW ALL MEN BY THESE PRESENTS:

That this **FIRST AMENDMENT TO THE SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOODCREEK AND DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODCREEK PHASE I-A AND PHASE I-C** (hereinafter referred to as the "First Amendment"), is made on the date hereinafter set forth by **PRA/FATE DEVELOPMENT CORP.**, a Texas corporation (hereinafter referred to as the "Declarant"), and **JFB WOODCREEK/2004, LTD.**, a Texas limited partnership (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain **Declaration of Covenants, Conditions, and Restrictions for Woodcreek**, which was filed for record on March 31, 2003, in **Volume 2920, Page 1** of the Official Public Records of Rockwall County, Texas (hereinafter called the "Master Declaration");

WHEREAS, Declarant filed for record that certain **Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase I-A and Phase I-C**, on February 9, 2004, in **Volume 3393, Page 99** of the Official Public Records of Rockwall County, Texas (hereinafter referred to as the "Supplemental Declaration"), which affects the real property as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference for all purposes;

WHEREAS, pursuant to Article V of the Supplemental Declaration, Declarant has the right to amend the Supplemental Declaration with the approval of the Developer;

WHEREAS, Declarant and Developer desire to amend the Supplemental Declaration for the purpose of modifying the requirements for a Private Drainage System located within Woodcreek Phase I-C.

AMENDMENT:

NOW THEREFORE, Declarant, with the consent and approval of Developer, hereby amends the Supplemental Declaration as follows:

1. **Modification of Terms.** Article II, Section 1 of the Supplemental Declaration shall be modified by adding the following terms:

"(e) "Private Drainage Lot" shall mean and refer to any Lot that is benefited by the Private Drainage System, which consists of Lots 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Block A; Lots 14, 15, 16, 17, 18, 19, 20 and 21, Block B; and Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block Q, of Woodcreek I-C.

(f) "Private Drainage System" shall mean and refer to private drainage system installed within the drainage easement as shown on the Subdivision Plat for the benefit of the Private Drainage Lots and providing subsurface drainage facilities that benefit the Private Drainage Lots."

2. **Addition of Protective Covenants.** Article II of the Supplemental Declaration shall be modified by adding the following Section 19:

"19. **Private Drainage Systems.** Notwithstanding anything contained herein to the contrary, Developer shall have the right to construct and install a Private Drainage System on the Private Drainage Lots within the drainage easement shown on the Subdivision Plat. The Owner of a Private Drainage Lot shall be responsible for the maintenance and repair of that portion of the Private Drainage System located on their Private Drainage Lot and for regularly monitoring the condition of the Private Drainage System located on their Private Drainage Lot. Under no circumstances shall the Association, Declarant or the Developer have any obligation to monitor the condition of the Private Drainage System or any of the Private Drainage Lots, unless it is the owner of a Private Drainage Lot. Declarant, Developer and the Association shall not be responsible for maintenance or repair of any Private Drainage System unless it is the owner of a Private Drainage Lot at the time any maintenance or repair is necessitated for such Private Drainage Lot. The Association shall have the right, but not the obligation, to inspect all Private Drainage Systems and the power and authority to require proper maintenance of the Private Drainage Systems and to prevent blockage of entry and exit ports of any Private Drainage System. In the event of a blockage of a Private Drainage System, or if there is a threat of a blockage, the Association shall have the authority, but not the obligation, to conduct any and all repairs and charge the costs of such repairs to the Owner(s) of the Private Drainage Lot(s) that directly or indirectly caused the blockage to the Private Drainage System or to all Owners benefited by such repairs.

as the Association determines is appropriate. The Association shall have the authority to delegate its authority to others to complete any necessary repairs and/or maintenance to a Private Drainage System. Any such delegation by the Association may be revoked and jurisdiction reassumed at any time by written notice."

3. **Modification of Design Guidelines.** Article III, Section 12 of the Supplemental Declaration shall be modified by adding the following language to the end of Section 12:

"The Committee may deny approval of any drainage plan if the effect of such drainage plan would require the modification or alteration of an existing Private Drainage System or would cause damage or blockage to an existing Private Drainage System."

4. **Remaining Terms.** This First Amendment is declared to be, in pertinent part only, a restatement of the Master Declaration and the Supplemental Declaration and this First Amendment is not made to modify, amend, change, extend, delete, extinguish, alter or revoke the Master Declaration and/or the Supplemental Declaration except as may be expressly set forth herein. All of the capitalized terms used in this First Amendment, unless otherwise defined herein, shall have the same meaning as assigned to such terms in the Master Declaration and the Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 24th day of August, 2006.

DECLARANT:

PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By: 

Julian Hawes, Jr., Vice President

**ACKNOWLEDGMENT OF CONSENT AND
APPROVAL OF MODIFICATION:**

DEVELOPER:

JFB WOODCREEK/2004, LTD.,
a Texas limited partnership

By: J. Baker Corporation,
a Texas corporation
Its: General Partner

By: 

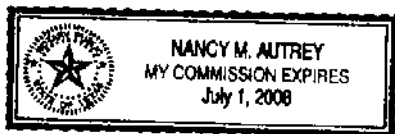
John A. Baker, President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Julian Hawes, Jr., the Vice President of PRA/Fate Development Corp., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24th day of August, 2006.

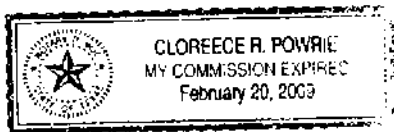


Nancy M. Autrey
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: NANCY M. AUTREY
My Commission Expires: 7/1/08

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John A. Baker, the President of J. Baker Corporation, a Texas corporation, the General Partner of JFB Woodcreek/2004, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of August, 2006.



Clorelee R. Powrie
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: CLOREECE R. POWRIE
My Commission Expires: February 20, 2009

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the J. GARDENSHIRE SURVEY, ABSTRACT NO. 95, the J. HODGES SURVEY, ABSTRACT NO. 103 in the City of Fate, Rockwall County, Texas, and being part of a called 348.201 acre tract of land described as Part 1 in a deed to PRA/FATE DEVELOPMENT, CORP., recorded in Volume 02919, Page 00188 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the southeast corner of a called 31.009 acre tract of land described in a deed to Charles R. Noland and wife Janna D. Noland recorded in Volume 531, Page 176 of said Deed Records;

THENCE North 01 degree 03 minutes 22 seconds West, along the east line of said Noland tract, a distance of 139.86 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 81 degrees 39 minutes 17 seconds East, leaving said west line, a distance of 206.87 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 67 degrees 13 minutes 16 seconds East, a distance of 54.36 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 67 degrees 32 minutes 55 seconds East, a distance of 120.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 22 degrees 27 minutes 05 seconds West, a distance of 1.68 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left having a central angle of 08 degrees 08 minutes 28 seconds a radius of 150.00 feet and a chord bearing North 26 degrees 31 minutes 19 seconds West, for 21.30 feet and an arc distance of 21.31 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 59 degrees 24 minutes 27 seconds East, a distance of 215.69 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 22 degrees 27 minutes 05 seconds West, a distance of 15.90 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 88 degrees 24 minutes 30 seconds East, a distance of 153.72 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

THENCE along said non-tangent curve to the left having a central angle of 01 degrees 06 minutes 54 seconds a radius of 615.00 feet and a chord bearing South 03 degrees 24 minutes 20 seconds East, for 11.97 feet and an arc distance of 11.97 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 86 degrees 02 minutes 12 seconds East, a distance of 169.42 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 09 degrees 30 minutes 56 seconds East, a distance of 202.40 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 67 degrees 32 minutes 55 seconds East, a distance of 26.71 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE along said tangent curve to the right having a central angle of 21 degrees 03 minutes 18 seconds a radius of 375.00 feet and a chord bearing North 78 degrees 04 minutes 34 seconds East, for 137.03 feet and an arc distance of 137.80 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 88 degrees 36 minutes 13 seconds East, a distance of 302.30 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left having a central angle of 20 degrees 20 minutes 46 seconds a radius of 375.00 feet and a chord bearing North 78 degrees 25 minutes 49 seconds East, for 132.47 feet and an arc distance of 133.17 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 21 degrees 44 minutes 34 seconds West, a distance of 140.39 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 77 degrees 49 minutes 42 seconds East, a distance of 61.09 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 30 degrees 26 minutes 09 seconds East, a distance of 112.64 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 65 degrees 55 minutes 23 seconds East, a distance of 144.68 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

THENCE along said non-tangent curve to the left having a central angle of 02 degrees 21 minutes 31 seconds a radius of 375.00 feet and a chord bearing North 25 degrees 15 minutes 22 seconds East, for 15.44 feet and an arc distance of 15.44 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 24 degrees 04 minutes 37 seconds East, a distance of 454.57 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 65 degrees 55 minutes 23 seconds East, a distance of 49.59 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left having a central angle of 18 degrees 32 minutes 55 seconds a radius of 470.00 feet and a chord bearing South 75 degrees 11 minutes 51 seconds East, for 151.49 feet and an arc distance of 152.15 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 84 degrees 28 minutes 18 seconds East, a distance of 126.12 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left having a central angle of 06 degrees 37 minutes 19 seconds a radius of 970.00 feet and a chord bearing South 87 degrees 46 minutes 57 seconds East, for 112.04 feet and an arc distance of 112.11 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 88 degrees 54 minutes 23 seconds East, a distance of 25.50 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the east line of said PRA/FATE tract;

THENCE South 01 degrees 05 minutes 37 seconds East, along the east line of PRA/FATE tract, a distance of 1427.05 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE along said tangent curve to the right having a central angle of 21 degrees 40 minutes 31 seconds a radius of 2050.00 feet and a chord bearing South 09 degrees 44 minutes 39 seconds West, for 770.91 feet and an arc distance of 775.53 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 69 degrees 25 minutes 06 seconds East, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the right;

THENCE along said non-tangent curve to the right having a central angle of 57 degrees 28 minutes 58 seconds a radius of 2100.00 feet and a chord bearing South 49 degrees 19 minutes 23 seconds West, for 2019.60 feet and an arc distance of 2106.86 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 13 degrees 19 minutes 35 seconds West, a distance of 99.13 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 44 degrees 21 minutes 08 seconds West, a distance of 100.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 15 degrees 19 minutes 35 seconds West, a distance of 555.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 22 degrees 45 minutes 44 seconds West, a distance of 270.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 14 degrees 12 minutes 57 seconds West, a distance of 350.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 25 degrees 36 minutes 22 seconds West, a distance of 450.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 00 degrees 27 minutes 43 seconds West, a distance of 125.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 27 degrees 30 minutes 52 seconds West, a distance of 185.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 07 degrees 41 minutes 36 seconds West, a distance of 250.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 36 degrees 28 minutes 24 seconds West, a distance of 260.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 23 degrees 00 minutes 18 seconds West, a distance of 100.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 11 degrees 44 minutes 05 seconds West, a distance of 130.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 02 degrees 08 minutes 40 seconds East, a distance of 102.52 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set in the south line of said Noland tracts, and in the general center of Ben Payne Road, (undedicated public road);

THENCE North 89 degrees 05 minutes 33 seconds East, along the south line of said Noland tract and generally along the center of said public road, a distance of 224.86 feet to POINT OF BEGINNING and containing 5,920,196 square feet or 135.909 acres of land, SAVE AND EXCEPT two tracts of land as described as follows and leaving a total of 122.535 net acres of land, more or less.

SAVE & EXCEPT 11.114 ACRES

BEING a tract of land situated in the J. HODGES SURVEY, ABSTRACT NO. 103, in the City of Fate, Rockwall County, Texas, and being all of that tract of land described in a deed to Billy W. Nixon, and wife Sue Nixon, recorded in Volume 188, Page 677 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the southeast corner of a called 31.009 acre tract of land described in a deed to Charles R. Noland and wife Janna D. Noland recorded in Volume 531, Page 176 of said Deed Records; thence North 88 degrees 56 minutes 18 seconds East, a distance of 971.54 feet to a 5/8-inch iron rod found for the northwest corner of said Nixon tract and the POINT OF BEGINNING;

THENCE North 89 degrees 00 minutes 31 seconds East, generally along a fence, a distance of 582.91 feet to a 5/8-inch iron rod found for corner;

THENCE South 02 degrees 01 minute 12 seconds East, generally along a fence, a distance of 836.03 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89 degrees 36 minutes 31 seconds West, generally along a fence, a distance of 579.79 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 02 degrees 14 minutes 41 seconds West, generally along a fence, a distance of 830.02 feet to the POINT OF BEGINNING and containing 484,118 square feet, or 11.114 acres of land, more or less.

SAVE & EXCEPT 2.260 ACRES

BEING a tract of land situated in the J. HODGES SURVEY, ABSTRACT NO. 103, in the City of Fate, Rockwall County, Texas, and being a part of that certain 348.201 acres tract called Part 1 described in a deed to PRA/FATE Development Corporation, recorded in Volume 02919, Page 00188, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the southeast corner of a called 31.009 acre tract of land described in a deed to Charles R. Noland and wife Janna D. Noland recorded in Volume 531, Page 176 of said Deed Records; thence North 88 degrees 56 minutes 18 seconds East, a distance of 971.54 feet to a 5/8-inch iron rod found for the northwest corner of a tract of land as described to Billy W. Nixon and wife Sue Nixon, recorded in Volume 188, Page 677, of said Deed Records; Thence South 02 degrees 01 minute 12 seconds East, along the west line of said Nixon tract, a distance of 22.40 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the POINT OF BEGINNING;

THENCE South 02 degrees 01 minutes 12 seconds East, generally along a fence, a distance of 807.62 feet to a 5/8-inch iron rod found for corner;

THENCE North 89 degrees 36 minute 31 seconds East, generally along a fence, a distance of 579.79 feet to a 5/8-inch iron rod found for corner;

THENCE South 01 degree 05 minutes 07 seconds East, a distance of 56.54 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 88 degrees 54 minutes 53 seconds West, a distance of 382.31 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE in a northwesterly direction along said tangent curve to the right having a central angle of 34 degrees 33 minutes 43 seconds, a radius of 475.00 feet and a chord bearing North 73 degrees 48 minutes 15 seconds West, for 282.21 feet and an arc distance of 286.53 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 56 degrees 31 minutes 23 seconds West, a distance of 122.92 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 33 degrees 28 minutes 37 seconds East, a distance of 58.54 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE in a northeasterly direction along said tangent curve to the left having a central angle of 55 degrees 55 minutes 42 seconds, a radius of 505.00 feet and a chord bearing North 05 degrees 30 minutes 46 seconds East, for 473.61 feet and an arc distance of 492.95 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 22 degrees 27 minutes 05 seconds West, a distance of 159.87 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 67 degrees 32 minutes 55 seconds East, a distance of 136.94 feet to the POINT OF BEGINNING and containing 98,434 square feet or 2.260 acres of land, more or less.

2/20 GE#16R18185 RTC/VV SC

00355718

SPECIAL WARRANTY DEED

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ROCKWALL §

That **FATE PROJECT DEVELOPMENT PARTNERS, LTD.**, a Texas limited partnership, acting herein by and through its duly authorized signatory, of the County of Dallas ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by **HORIZON HOMES, LTD.**, a Texas limited partnership, whose mailing address is 12850 Hillcrest Road, Suite 200, Dallas, Texas 75230 ("Grantee"), and in further consideration of the purchase price paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto Grantee those certain lot(s) (the "Property") located in Rockwall County, Texas, described as follows:

Being Lot(s) 4 in Block I of WOODCREEK PHASE 2-A, an Addition to the City of Fate, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet E, Slide 378, Plat Records, Rockwall County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors and assigns, forever, and the said Grantor does hereby bind Grantor, Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by through and under Grantor, but not otherwise.

Grantee herein assumes the taxes for the current year. This conveyance is given and accepted subject to any and all restrictions, reservations, covenants, conditions, rights of way, easements, municipal and other governmental zoning laws, regulations and ordinances, if any, of record in said county, to the extent (but not further) the same are valid and subsisting and affect title to the property conveyed hereby.

[SIGNATURE OF GRANTOR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor effective as of the 31st of May, 2006.

GRANTOR:

FATE PROJECT DEVELOPMENT PARTNERS,
LTD., a Texas limited liability company

By: Fate/2003, L.L.C.,
a Texas limited liability company
Its: General Partner

By: John A. Baker
John A. Baker, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John A. Baker, the Manager of Fate/2003, L.L.C., a Texas limited liability company, the General Partner of Fate Project Development Partners, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 31st day of May, 2006.



Christina E. Samples
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: Christina E. Samples
My Commission Expires: 09-14-09

AFTER RECORDING RETURN TO:

HIGHLAND HOMES, LTD.
12850 HILLCREST, SUITE 200
DALLAS, TEXAS 75230

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Filed for Record in:
Buchanan County

On: Jun 09, 2006 at 12:35P

As a
Recording

Document Number: 00355718

Amount 28.00

Receipt Number - 159775

By,
PEGGY

STATE OF MISSOURI COUNTY OF BUCHANAN
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the record records of:
Buchanan County
as stamped herein by me.

Jun 09, 2006

Honorable Pamela Berts, County Clerk
Buchanan County

This Document has been received by this Office for
Recording into the Official Public Records. It is
hereby noted that we do not discriminate due to
Race, Gender, Color, Sex or National Origin.

REC'D 03 2006

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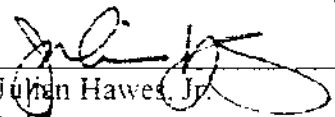
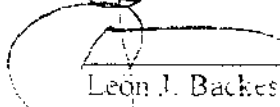
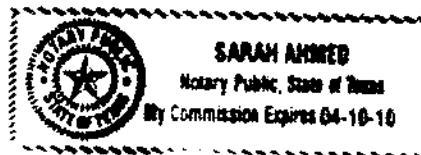
RESOLUTION OF THE BOARD OF DIRECTORS
OF
WOODCREEK FATE HOMEOWNERS ASSOCIATION, INC.

April 11, 2006

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WHEREAS, Article 10, Section 10.1 (d) states, "Assessments shall be paid in such a manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Village Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately."

RESOLVED, that all annual assessments shall be paid two (2) times per year, and shall be due and payable in advance on April 1 and October 1 of each year.


Julian Hawes, Jr.
Leon J. Backes
Joan M. Hammer

00356575

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Filed for Record in:
Rockwall County

On: Jun 21, 2006 at 12:50P

As a
Recordings

Document Number: 00356575

Amount 16.00

Receipt Number - 150512

By,
PEGGY

STATE OF TEXAS COUNTY OF ROCKWALL

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:

Rockwall County
as stamped hereon by me.

Jun 21, 2006

Honorable Paulette Burks, County Clerk
Rockwall County

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

1/RTC/VV/LW
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AFTER RECORDING RETURN TO:

~~Michael D. Hesse
HESSE & HESSE, L.L.P.
15303 Dallas Parkway
Suite 1040
Addison, Texas 75001~~

**REUNION TITLE
5700 GRANITE PARKWAY, #180
PLANO, TEXAS 75024**

SECOND AMENDMENT

**TO THE
SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WOODCREEK AND
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WOODCREEK PHASE IV ADDITION**

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

KNOW ALL MEN BY THESE PRESENTS:

This **SECOND AMENDMENT TO THE SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOODCREEK AND DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODCREEK PHASE III-D ADDITION** (this "Second Amendment"), is made on the date hereinafter set forth by **PRA/FATE DEVELOPMENT CORP.**, a Texas corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain **Declaration of Covenants, Conditions, and Restrictions for Woodcreek**, which was filed for record on March 31, 2003, under **Clerk's File Number 275591**, in the land records of Rockwall County, Texas (hereinafter called the "Master Declaration");

WHEREAS, Declarant filed for record that certain Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III-D Addition, on October 24, 2003, in **Volume 03266, Page 00064** of the Deed Records of Rockwall County, Texas (hereinafter referred to as the "Original Supplemental Declaration"), which affects the real property as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference for all purposes (sometimes referred to herein as the "Property");

WHEREAS, Declarant filed for record that certain First Amendment to Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and

Declaration of Covenants and Restrictions for Woodcreek Phase III-D Addition, on May 20, 2005, in **Volume 04019, Page 00127** of the Deed Records of Rockwall County, Texas (hereinafter referred to as the "First Amendment to Supplemental Declaration") (the Original Supplemental Declaration and the First Amendment to Supplemental Declaration being hereinafter collectively referred to as the "Supplemental Declaration");

WHEREAS, pursuant to Article V of the Supplemental Declaration, Declarant has the right to amend the Supplemental Declaration;

WHEREAS, FATE-WOODCREEK/2003, LTD., a Texas limited partnership (hereinafter referred to as "Owner"), is the owner of the Property and desires to modify certain restrictions as they apply to a limited number of Lots; and

WHEREAS, Declarant desires accommodate Owner and desires to amend the Supplemental Declaration for the purpose of modifying certain restrictions as they are applicable to a limited number of Lots and desires to correct the identification of the property so that it is known as Woodcreek Phase 4 rather than Woodcreek Phase III-D.

AMENDMENT:

NOW THEREFORE, Declarant hereby amends the Supplemental Declaration as follows:

1. **Correction of Phase Identification.** The property identified in the Supplemental Declaration was originally identified as Woodcreek Phase III-D. Declarant hereby changes the identification of such property so that it is now known as Woodcreek Phase 4. All references in the Supplemental Declaration and/or the Master Declaration to Woodcreek Phase III-D shall be deemed a reference to Woodcreek Phase 4.

2. **Modification Regarding Roof Restrictions.** The Supplemental Declaration shall be modified so that Article III, Section 7 of the Supplemental Declaration shall not be applicable to **Lots 4, 5, 6, 7, 9 and 10, of Block B** of Woodcreek Phase 4 (said Lots being collectively referred to as the "Phase 4 Model Lots") but the Phase 4 Model Lots shall be subject to the following Article III, Section 7A, which provides as follows:

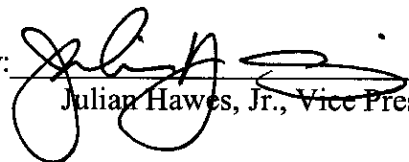
7A. **Roofs.** All roofs for the Phase 4 Model Lots shall be of composition shingles. Once a Phase 4 Model Lot is no longer used by a builder for sales purposes as a model home, such roof must be re-shingled with a dimensional or shadow line type shingle with a minimum twenty 20 year warranty. All major roof lines must be pitched a minimum of six (6) inches in twelve (12) inches (this requirement will not apply to the roof area over a front porch of a Home). The Committee may permit a lesser pitch where such pitch is consistent with the architectural style of the Home as judged by the Committee at its sole discretion. The Committee shall approve the color of all roofs. All roof venting and roof flashing that is not painted/finished by the manufacturer, shall be painted to match roof color.

3. **Remaining Terms.** This Second Amendment is declared to be, in pertinent part only, a restatement of the Master Declaration and the Supplemental Declaration and this Second Amendment is not made to modify, amend, change, extend, delete, extinguish, alter or revoke the Master Declaration and/or the Supplemental Declaration except as may be expressly set forth herein. All of the capitalized terms used in this Second Amendment, unless otherwise defined herein, shall have the same meaning as assigned to such terms in the Master Declaration and the Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 27 day of October, 2005.

DECLARANT:

PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

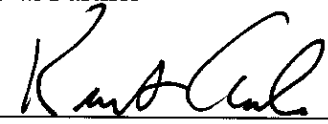
By: 
Julian Hawes, Jr., Vice President

CONSENT OF PROPERTY OWNER:

FATE-WOODCREEK/2003, LTD.,
a Texas limited partnership

By: S.K. Anderson Development, L.P.,
a Texas limited partnership
Its: General Partner

By: G.P. Anderson, L.L.C.,
a Texas limited liability company
Its: General Partner

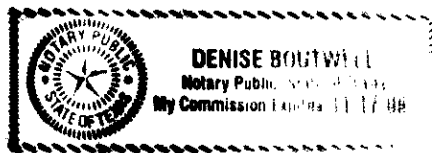
By: 
Kent Anderson, President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Julian Hawes, Jr., the Vice President of PRA/Fate Development Corp., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 27 day of October, 2005.

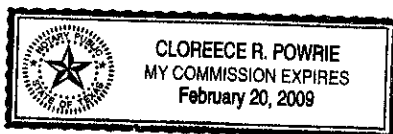


Denise Boutwell
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: Denise Boutwell
My Commission Expires: 11-17-08

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kent Anderson, the President of G.P. Anderson, L.L.C., a Texas limited liability company, the General Partner of S. K. Anderson Development, L.P., a Texas limited partnership, the general partner of Fate-Woodcreek/2003, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 27th day of October, 2005.



Clore R. Powrie
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: Clore R. Powrie
My Commission Expires: February 20, 2009

EXHIBIT A**LEGAL DESCRIPTION**

BEING a tract of land situated in the J. Hodges Survey, Abstract No. 103, and the S. Murphy Survey, Abstract No. 148, in the City of Fate, Rockwall County, Texas and being part of a called 348.201 acre tract of land described as Part 1 in a Special Warranty Deed from Fate Land, L.P. to PRA/FATE Development Corporation, recorded in Volume 02919, Page 00188 of the Deed Records of Rockwall County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the Southwest corner of Philip Wetzel Addition, an addition to the City of Fate according to the plat thereof recorded in Cabinet E, Page 184, Map Records, Rockwall County, Texas, said rod also being a point on the North right-of-way line of State Highway No. 66 (60 foot wide right-of-way) and the Southeast corner of said PRA/FATE tract;

THENCE South 79 degrees 57 minutes 41 seconds West, along the North line of said highway and the South line of said PRA/FATE tract, a distance of 574.40 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the Point of Beginning;

THENCE South 79 degrees 57 minutes 41 seconds West, along the North line of said highway and the South line of said PRA/FATE tract, a distance of 794.30 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 10 degrees 02 minutes 19 seconds West, leaving said North line, a distance of 50.00 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 27 degrees 47 minutes 58 seconds West, a distance of 388.93 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 62 degrees 12 minutes 02 seconds East, a distance of 118.20 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 27 degrees 47 minutes 58 seconds East, a distance of 30.00 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

THENCE in a Northeasterly direction along said non-tangent curve to the left having a central angle of 16 degrees 12 minutes 02 seconds a radius of 250.00 feet and a chord bearing North 54 degrees 06 minutes 01 seconds East, for 70.45 feet and an arc distance of 70.69 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 46 degrees 00 minutes 00 seconds East, a distance of 228.76 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE in a Northeasterly direction along said tangent curve to the right having a central angle of 42 degrees 44 minutes 11 seconds a radius of 250.00 feet and a chord bearing North 67 degrees 22

minutes 06 seconds East, for 182.18 feet and an arc distance of 186.47 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 88 degrees 44 minutes 11 seconds East, a distance of 175.11 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE in a Southeasterly direction along said tangent curve to the right having a central angle of 19 degrees 57 minutes 31 seconds a radius of 250.00 feet and a chord bearing South 81 degrees 17 minutes 03 seconds East, for 86.65 feet and an arc distance of 87.09 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 71 degrees 18 minutes 18 seconds East, a distance of 225.01 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

THENCE in a Southwesterly direction along said non-tangent curve to the left having a central angle of 28 degrees 44 minutes 58 seconds, a radius of 600.00 feet and a chord bearing South 04 degrees 19 minutes 14 seconds West, for 297.91 feet and an arc distance of 301.06 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 10 degrees 03 minutes 15 seconds East, a distance of 231.91 feet to the Point of Beginning and containing 529,495 square feet or 12.156 acres of land, more or less.

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Filed for Record in:
Rockwall County

On: Nov 07, 2005 at 04:23P

As a
Recordings

Document Number: 00341039

Amount: 26.00

Receipt Number - 148050

By,
Sheri B

STATE OF TEXAS COUNTY OF ROCKWALL

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:

Rockwall County
as stamped hereon by me.

Nov 07, 2005

Honorable Paulette Burks, County Clerk
Rockwall County

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

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RCA-200506873-03

SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WOODCREEK AND
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WOODCREEK PHASE I-D ADDITION

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THE STATE OF TEXAS §
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COUNTY OF ROCKWALL §

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This Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for the Woodcreek Phases I-D Addition (this "Supplemental Declaration"), is made on the date hereinafter set forth by PRA/Fate Development Corp., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek, which was filed for record on March 31, 2003, under clerk's file number 275591, in the land records of Rockwall County, Texas (hereinafter called the "Master Declaration"); and

WHEREAS, Declarant desires to subject the real property owned by Declarant and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), to the Master Declaration and to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof;

WHEREAS, the Property is included in the real property which, pursuant to Article IX of the Master Declaration, Declarant may unilaterally subject to the provisions of the Master Declaration; and

NOW, THEREFORE, pursuant to Article IX of the Master Declaration, Declarant hereby supplements the Master Declaration and annexes and adds thereto all of the Property so that all of the terms, conditions, covenants and restrictions of the Master Declaration shall extend to the Property as though such Property was originally described in the Master Declaration; and Declarant hereby declares that the Property shall be held, sold, transferred, conveyed, and occupied subject to the Master Declaration, as supplemented hereby, and to the covenants, restrictions, easements, liens, charges and conditions hereof. Exhibit "A" of the Master Declaration is hereby supplemented to include the Property.

SUPPLEMENTAL DECLARATION - Page 1

ARTICLE I.

DEFINITIONS

All terms shall have the definitions given them in the Master Declaration unless expressly provided otherwise herein.

ARTICLE II.

PROTECTIVE COVENANTS

1. Terms. The following terms when used in this Supplemental Declaration or any amendment or supplement hereto (unless the context clearly indicates otherwise) shall have the following concepts and meanings:

(a) "Lot" shall mean and refer to any portion of the Woodcreek Phase I-D Addition (the "Addition") designated as a lot on the subdivision plat of the Property as recorded in the plat records of Rockwall County, Texas, creating a subdivision designated as Woodcreek Phase I-D Addition or any additional sequentially named sub-phase of Woodcreek Phase I (each a "Subdivision Plat"), excluding streets and alleys. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot. For purposes hereof and of the Master Declaration, each Addition shall be a separate Village and the Village name shall be Woodcreek Phase I-D Addition.

(b) "Home" shall mean an individual residential dwelling unit constructed on any Lot, including any parking garage and the Lot upon which Home is located.

(c) "Committee" shall mean either the New Construction Committee or the Modifications Committee, as applicable.

(d) "Association" shall mean Woodcreek Fate Homeowners Association, Inc.

2. Land Use.

(a) All Lots (except those restricted or utilized as Common Area, park, nature reserve or the like) shall be known, described and used as lots for residential purposes only and, except as otherwise provided herein, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, constructed in place. As used herein, the term "residential purposes" shall be construed to prohibit the use of Lots for duplex houses, garage apartments, or apartment houses; or any business or similar activity, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (ii) the business activity conforms to all zoning requirements for the Lot; (iii) the business activity does not involve door-to-door solicitation of residents of the Property or visitation of the Home by clients, customers, suppliers or other business invitees (or only involves an irregular and nominal level of such visitation as determined in the sole

discretion of the Board); (iv) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board; and (v) there is no signage or other advertising with the business name or anything about the business on the exterior of the Home on the Lot, on the mailbox on the Lot or otherwise on the exterior of the Home or the Lot. Except for portable storage and accessory buildings permitted pursuant to the terms of this Supplemental Declaration, no modular, prefabricated or other building or residence of any kind or character shall ever be moved onto any Lot, it being the intention that only new in place construction of residential structures shall be permitted on the Lots.

(b) Lease or rental of a Home for residential purposes shall not be considered a violation of this Supplemental Declaration so long as the lease is for not less than the entire Home and all improvements thereon and is for a term of at least six (6) months and is in compliance with this Supplemental Declaration and the Master Declaration.

3. Screening and Fences.

(a) No fences, hedges, screens, barriers or walls shall be erected or maintained on any Lot unless first approved by the Committee. No fence shall be erected, placed or altered on any Lot nearer to any front street than the front face of the Home constructed on the Lot, unless specifically approved by the Committee. Except for the perimeter of the Property where the developer may construct an eight (8) foot high fence or wall and as approved by the Committee, fences shall not exceed six (6) feet in height (unless otherwise approved by the Committee) and shall be constructed only of masonry, decorative iron or wood in accordance with current guidelines prescribed by the Committee. Limited use of decorative wood picket fencing or similar decorative wood features may be considered and approved by the Committee. Unless otherwise approved by the Committee, any fence constructed adjacent to a street, in direct view of a street, or adjacent to a park or open space shall be constructed with cedar pickets, metal posts, a 1" X 4" cedar top rail, be stained and sealed (as specified by the Committee), with the decorative side of the fence facing outward. This requirement shall not apply to non-corner lot side yard fencing facing a street and constructed between homes behind the front yard setback.

(b) Chain link fences for dog runs and similar enclosures are permitted. Such fencing shall not exceed six (6) feet in height. In no case shall chain link fencing be visible from the street or adjacent properties and it shall be screened from all sides in a manner acceptable to the Committee.

(c) Air conditioning equipment and utility meters shall be placed at the side or rear of the Home. Any air conditioning unit shall be screened from adjacent properties and from the street by permanent landscape screening. Utility meters shall be fully accessible to utility employees.

(d) Pool equipment shall be placed at the side or rear of the Home such as not to be visible from the street and shall be screened from view from adjacent properties and streets

by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest element of such equipment.

4. Landscaping and Removal of Dirt; Limitation on Garden Crops. All Lots shall be landscaped within sixty (60) days following completion of construction of a Home thereon. Landscaping shall include placement of sod in the front yard and planting of shrubs along the front of the Home's foundation. The New Construction Committee shall have the ability to grant an extension of the time frame for completion of landscaping for seasonal conditions. In front of each Home, at least one (1) tree shall be retained or planted; and if Home is on a corner Lot, one (1) tree shall be planted or retained adjacent to each street. Unless otherwise approved by the Committee, the required trees shall have a minimum size of three (3.0") caliper inches and be one of the following species: Pecan, Cedar Elm, Live Oak, Texas Red Oak, Shumard Red Oak and Bur Oak. So as to not create a drainage problem, the digging or the removal of any dirt from any Lot is prohibited, except in conjunction with landscaping, drainage or construction of approved improvements thereon. Only landscaping consisting of sod, shrubs and trees which are generally found in quality residential neighborhoods shall be permitted in front yards, side yards and visible areas of back yards. Garden and agricultural crops and plants, such as but not limited to corn, wheat, onions, tomatoes and okra, are only permitted in back yards and then only if screened from view from adjacent properties and streets by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest variety of such crops.

5. Annoyance or Nuisances. No noxious or offensive activity may be carried on upon any Lot. Nothing shall be done upon any Lot which may be or become an annoyance or a nuisance to the neighborhood by way of odor, fumes, excess light, vibrations, dust, smoke or noise. The Board, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

6. Temporary Structures and Vehicles.

(a) Except for children's playhouses, dog houses, greenhouses, tool sheds, and gazebos, no structure of a temporary character, whether trailer, tent, shack, garage, barn or outbuilding shall be maintained or used on any Lot at any time, either temporarily or permanently; provided, however, the Committee in its sole discretion may approve other temporary structures and Declarant reserves the exclusive right for itself and home builders (subject to Committee approval) who have contracted to purchase Lots to erect, place and maintain such facilities in or upon any portions of the Lots as Declarant, in its sole discretion, deems necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Lots. Such facilities include but are not limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(b) No truck with tonnage in excess of three-quarter (3/4) ton; camper; motor home; trailer; vehicle of any type (whether or not operable); or boat (whether powered, sail or otherwise), other than a conventional automobile, may be parked, kept or stored on any Lot (except in a garage) or on any street, for more than twenty-four (24) continuous hours, unless parked, stored or placed within the garage on the appropriate Lot, or within the building lines of such Lot and screened from the view of the general public and from adjacent Lots.

SUPPLEMENTAL DECLARATION - Page 4

7. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or Home, except, subject to the rights of the Committee and Declarant to require removal of any distasteful, unsightly, weathered or abandoned signs, one sign of not more than six (6) square feet in surface area advertising the particular Lot or residence on which the sign is situated for sale or lease. The right is reserved by Declarant to construct and maintain and to permit builders or others to construct and maintain such signs, billboards or advertising devices as are customary in connection with the general sale of residential property. Declarant reserves the right to authorize the construction of up to three (3) billboards along State Highway 66, and up to three (3) billboards along Interstate Highway 30, for commercial purposes.

8. Water, Oil and Mining Operations. No water well drilling, oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall water wells, oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for water, oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

9. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or rubble. All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public or from adjacent Lots, unless approved in writing by the Committee. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building material used in the construction of improvements erected upon any Lot may be placed upon such Lot, but not within the street right-of-way, at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

10. Visual Obstructions at the Intersections of Public Streets. No object, including vegetation, shall be permitted on any corner Lot which obstructs sight lines parallel to the ground surface at elevations between two (2) feet and six (6) feet above roadways, and lies within a triangular area on any corner Lot described by three (3) points, two (2) such points being at the edges of the paving abutting said corner Lot and at points twenty-five (25) feet back along the curb on the two (2) intersecting streets abutting said corner Lot, and the third point being the center of the corner curb abutting said Lot.

11. Antennas. Unless otherwise approved by the Committee, no antenna towers other than a traditional rooftop antenna designed to receive television broadcast signals shall be permitted which antenna must be of a customary and reasonable size and appearance as determined by the Committee. Notwithstanding the foregoing to the contrary, satellite dishes with a diameter of one (1) meter or less may be installed provided the dish is not visible from the street and is not installed on the front of the Home.

12. Animals. No animals, reptiles, livestock, insects, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose.

13. External Sculpture and Like Accessories. No sculptures, fountains, free standing flag poles, clothes lines and like accessories shall be installed, maintained or permitted on any Lot without the prior approval of the Committee.

14. Compliance With Ordinances and Regulations. All improvements constructed on Lots shall comply with, and all Lots shall be used in accordance with, applicable ordinances or regulations, as applicable, of the City of Fate, Texas (the "City"), Rockwall County, Texas and the Rockwall County Consolidated Municipal Utility District in which the Property is located, or any other applicable governmental authority.

15. Inflammatory or Explosive Cargo. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time.

16. Sales & Construction Period. Notwithstanding the provisions of this Supplemental Declaration, the Declarant or any other developer of the Property, and their respective agents, employees and assigns are permitted to maintain such facilities and carry on such activities as may be reasonably required for the completion, improvement and sale of Lots and Homes including without limitation the installation and operation of sales and construction trailers and offices, signs and model residences as may be approved by the Committee. This right to maintain such facilities and carry on such activities shall include the right to use Homes as model residences and to use any Home as an office for sale of Homes and Lots and related activities. During construction, the Owner of a Lot shall provide an enclosure of adequate size wherein all construction debris and waste shall be collected for disposal by the Owner. Once commenced, construction shall be diligently pursued to the end such that it shall be completed within twelve (12) months from the date that construction commenced on Lot.

17. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or Rockwall County, Texas, may be required by the franchise of any utility company, or authorized by the Declarant, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Property, whether upon Lots, easements, streets, or right-of-way of any type, either by the utility company or any other person or entity (including but not limited to any person owning or acquiring any part of the Property) and all utility services facilities (including but not limited to water, sewer, gas, electricity and telephone) shall be buried underground, under recreational easements, streets, or utility easement areas for the purpose of serving any structure located on any part of the Properties.

18. Minimum Lot Area. No Lot may be re-subdivided. Notwithstanding the foregoing to the contrary, Declarant and Declarant Affiliates may subdivide Lots in accordance with any applicable requirements of the City or Rockwall County, Texas.

SUPPLEMENTAL DECLARATION - Page 6

ARTICLE III.

DESIGN GUIDELINES

1. Building Type.

(a) No Home shall exceed forty (40) feet in height measured from finished grade to the highest point of the roof peak and shall not be more than two (2) stories as seen from any public street.

(b) No Home shall be constructed next to or directly across the street from a Home with the same front exterior design. The Committee shall have the right to not approve plans for construction of a Home with a front exterior design that it deems, in its sole judgement, to be the same as a Home located next to or across the street from the proposed Home.

2. Minimum Floor Space. Each proposed Home submitted to the New Construction Committee on each Lot shall contain at least 1,700 square feet of air conditioned area, exclusive of all porches, garages or breezeways attached to the main dwelling.

3. Finished Floor Elevations. All Homes constructed on the Lots shall comply with the minimum finished floor elevations as set out in the Subdivision Plat, unless otherwise approved by the New Construction Committee for sound construction reasons.

4. Lot Set Back Requirements. No structure shall be located on a Lot closer to the Lot boundaries than the following set back requirements or such greater set backs as are required by the Subdivision Plat or the City or Rockwall County, Texas ordinances, as applicable:

(a) Front Yard Set Back - The front yard set back shall be as set out in the Subdivision Plat for each Lot, however, garage doors which face the street shall be set back a minimum of eighteen feet (18') from the front property line;

(b) Side Yard Set Back - The side yard set backs shall be a minimum of five (5) feet for any one side yard, and ten (10) feet for any side yard adjacent to a street, or greater than these set-backs if specified on the Subdivision Plat; and

(c) Rear Yard Set Back - The minimum rear yard set back shall be ten (10) feet.

5. Materials. At least eighty percent (80%) of the total outside wall areas of any Home (including garage) erected on any Lot shall be constructed of brick, stone, brick veneer, stone veneer, stucco type material, or other masonry materials approved by the Committee ("Masonry Material"); provided, however, one hundred percent (100%) of the front outside wall area of any Home shall be of Masonry Material. Further, if located on the front of a Home, dormers, exterior walls located over roofs, covered porches, gables or other exterior features located above a first floor plate line, are not required to be constructed of Masonry Material. A chimney located on the front exterior of a Home shall be constructed of Masonry Materials on the three (3) exterior sides. The side facing the Home may be non-masonry. Masonry Materials do not include hardiboard, hardiplank or similar materials. The outside wall areas of a Home which are not required to be of Masonry Materials shall be constructed of hardiboard, hardiplank or similar materials which are approved by the Committee.

6. Mail Boxes. Mail boxes for each Home shall be uniform and shall be constructed in accordance with guidelines prescribed by the Committee.

7. Roofs. All roofs shall be of wood shingles, simulated wood shingles, tile, slate, metal or composition shingles with a minimum twenty 20 year warranty; and all roof shingles shall be dimensional or shadow line type shingles. All wood shingles must be treated with a fire proofing substance, and before installation of wood shingles a certificate from the manufacturer or supplier stating the terms of the warranty of the fire proofing shall be presented to the Committee. All major roof lines must be pitched a minimum of six (6) inches in twelve (12) inches (this requirement will not apply to the roof area over a front porch of a Home); provided, however, all side-to-side roof lines on the front of a Home must be pitched a minimum of eight (8) inches in twelve (12) inches (this requirement will not apply to side-to-side roof lines on dormers or on the front-to-back elevations of a Home or on the roof area over a front porch of a Home). The Committee may permit a lesser pitch where such pitch is consistent with the architectural style of the Home as judged by the Committee at its sole discretion. The Committee shall approve the color of all roofs. All roof venting and roof flashing that is not painted/finished by the manufacturer, shall be painted to match roof color.

8. Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. The Committee may approve the construction of a residential dwelling with garage space for only one automobile; however, the Committee shall require at least three (3) additional "off-street" paved parking spaces located within the Lot boundaries. The interior walls of every garage shall be finished with taped and bedded sheet rock or other material acceptable to the Committee. Conversion of any carport or garage to finished space for use as an apartment or other internal part of the living area of a Home is prohibited without the prior approval of the Committee.

9. Driveways. Driveways shall be constructed of concrete or other masonry material set on a concrete base. Driveways shall provide parking space for at least two conventional automobiles within the area of the Lot.

10. Exterior Structures and Recreational Equipment. Any outbuildings constructed on the Lot shall be constructed of material complementary to the material used in the

construction of the Home. No gazebo, pool pavilion, trellis, greenhouse, storage shed or similar structure and no tennis court, basketball backboard, swing set or similar recreational equipment shall be constructed or placed upon any Lot or Home without prior written approval of the Committee. In no case shall lighting for tennis courts, basketball courts or other recreational purposes be permitted.

11. Retaining Walls. All retaining walls shall be constructed of new treated wood cross ties, stone, brick or other masonry material as approved by the Committee. After the initial construction, the cost and maintenance of such retaining walls shall be the responsibility of the property Owner of the property at the higher finished elevation of the contiguous lots. In the event that the Owners of adjacent Lots or dwellings disagree on the necessity of the construction of a retaining wall, the Committee shall be the final arbiter of such issue.

12. Drainage. Prior to construction of any improvements, including swimming pools, a drainage plan showing existing and proposed topography and ultimate direction of all storm water drainage must be submitted to the Committee for its review and approval.

ARTICLE IV

NEW CONSTRUCTION AND MODIFICATION COMMITTEES

1. Administration of Covenants and Guidelines. Responsibility for administration of the protective covenants and Design Guidelines set forth or provided for in this Supplemental Declaration and review of all applications for construction and modifications under this Article shall be handled by the two committees as described in Sections (2) and (3) below. The members of the Committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

2. New Construction Committee. The New Construction Committee (NCC) shall consist of at least three (3), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the Lots. Until one hundred percent (100%) of the Properties subject to the Master Declaration have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the NCC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board may, at its option, either appoint the members of the NCC, who shall thereafter serve and may be removed in the Board's discretion, or combine the NCC and the MC (hereinafter defined) into a single architectural review committee which shall assume all powers and responsibilities of both committees under this Supplemental Declaration. The NCC may delegate its authority as to any subdivision, if designated as a separate Village, to the Village Association, if any, so long as the NCC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least

equal to those of the NCC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice.

3. Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion of the Board. In the event the MC is not established, the NCC shall retain all power granted to the MC by this provision. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The MC may delegate its authority as to a particular Village to the Village Association, if any, so long as the MC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice. The NCC shall have the right to veto any action taken by the MC or a Village Association which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

4. Guidelines and Procedures.

(a) The Declarant or the NCC may prepare initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall apply to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. Notwithstanding the foregoing to the contrary, the Declarant, in its sole discretion, may allow an architectural review committee appointed for a particular Village to adopt and administer Design Guidelines for such Village. If such authorization is granted, the remaining provisions of this Article shall not apply to such Village unless the architectural review committee assigns its rights to the NCC or MC.

(b) The NCC may adopt the Design Guidelines at its initial organizational meeting or a subsequent meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

(c) The NCC shall make the Design Guidelines if adopted available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the County Clerk's Office, Rockwall County, Texas, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(d) The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the NCC.

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(e) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate committee for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. In the event that the NCC or MC fails to approve or to disapprove an application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the NCC pursuant to Section 6 below in this Article.

5. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval ("Approved Plans"), shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval; provided, however, after the NCC has approved plans and elevations for a particular style Home for a particular Builder, such specific plans and elevations will not need to be approved again, but such Builder will be required to submit a plot plan to the NCC for approval for each site on which it intends to use such previously approved plans and elevations (appropriately identifying such pre-approved items) and such Builder shall otherwise be subject to the anti-monotony provisions of Article III, Section 1(b) and the other requirements herein.

6. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate; and no variance shall (a) be effective unless in writing; or (b) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the cost of complying with the NCC guidelines or procedures shall not be considered a hardship warranting a variance.

7. Inspection. The Declarant shall have the right, but not the obligation, to appoint third party inspectors ("Inspectors") to conduct inspections ("Inspections") of any construction or modifications pursuant to any Approved Plans, which right the Declarant may wish to exercise as the Property is in an unincorporated area. To cover the costs of such Inspections and the costs of administration of such activities, reasonable inspection fees in the amounts determined from time to time by the Declarant shall be charged to the Builder or Owner performing such construction or modifications, which shall be paid to the party designated by the Declarant within ten (10) days of the invoice or if required by Declarant, prior to and as a condition to commencing the applicable construction or modifications. If the Declarant chooses

not to exercise the rights in this section, the Board shall have the right, but not the obligation, to do so.

8. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and any Inspections are made as accommodations only, and neither the NCC, nor the MC, the Inspectors, the Declarant, Fate Land, any other Declarant Affiliates, the Association, the Board, or any committee, member, owner, director, officer, employee or agent of any of the foregoing (a) shall bear any responsibility for ensuring or be obligated to ensure (i) the structural integrity or soundness of any construction or modifications, (ii) compliance with the requirements of this Supplemental Declaration as amended and supplemented, other Association rules or requirements, any applicable building codes or other governmental requirements, (iii) the enforcement of any of the requirements described in clause (ii) above, or (iv) the value or quality of any improvement, or (b) be held liable for any injury, damages, costs or loss arising out of (i) the manner or quality of construction on or modifications to any Unit, (ii) the failure of any party to ensure the items described in clauses (a)(i) through (iv) above, (iii) or the failure of any party to enforce the requirements described in clause (a) (ii) above; and any Owner by accepting title to a Unit, hereby forever unconditionally releases and waives any claims for or relating to the matters described above in this Section and agrees not to pursue any of such claims in any manner whatsoever, including without limitation before any court or administrative body.

9. Enforcement.

(a) Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming and any finding by the Inspector that any improvements are not constructed in accordance with the applicable Approved Plans or are otherwise deficient shall be a violation of this Article. Upon written request from the Board or the Declarant (which request, the Board or Declarant shall have the right to make, but shall not be obligated to make), the applicable Owner shall, at its own cost and expense, either as applicable correct the violation or remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to either correct the violation or remove and restore as required, the Board or its designees shall have the right (but not the obligation) to enter the property and to correct the violation or remove the violation and restore the property to substantially the same condition as previously existed. All costs of Inspections and of any actions which the Board or its designees are authorized to take by this Article, which may include monetary fines imposed by the NCC for violation of this Article, together with the interest at the lower of the rate of 15% per annum or the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a Specific Assessment, subject to any applicable requirements of the TRP Act.

(b) Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines, in addition to the fees, costs and fines provided in the preceding paragraph, may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, nor its officers, directors or members shall be held liable to any Person for exercising the rights granted by this paragraph.

SUPPLEMENTAL DECLARATION - Page 12

(c) In addition to the foregoing, the Association and the Declarant shall have the authority and standing (but not the obligation) to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

ARTICLE V

AMENDMENTS

1. By Declarant. Until termination of the Class "B" membership, this Supplemental Declaration may not be amended without the approval of the Declarant.

2. By Owners.

(a) Except as may be otherwise specifically provided herein or in the Declaration, this Supplemental Declaration may be amended only by (i) the affirmative vote or written consent, or any combination thereof, of more than fifty percent (50%) of the total Class "A" and Class "B" votes in the Association, and (ii) so long as the Declarant or any Declarant Affiliate owns any property described in Exhibit "A" or "B" to the Master Declaration, the consent of the Declarant.

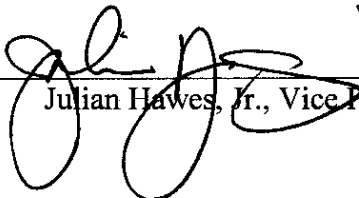
(b) No amendment may remove, revoke, or modify any right, or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

[Signature block on next page]

EXECUTED to be effective as of the 9th day of September, 2005.

DECLARANT:

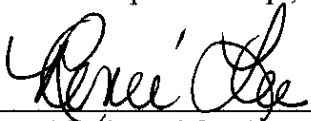
PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By: 
Julian Hawes, Jr., Vice President

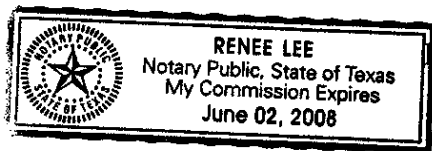
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9th day of September, 2005, by Julian Hawes, Jr., Vice President of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.

[SEAL]


Notary Public in and for the State of Texas

Printed Name: _____



My Commission Expires: _____

After Recording:
Stewart Title
15950 Dallas Pkwy
Ste. 100
Dallas, TX 75248

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EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

BEING a tract of land situated in the J. GARDENSHIRE SURVEY, ABSTRACT NO. 95, and the M. CRABTREE SURVEY, ABSTRACT NO. 61 in the City of Fate, Rockwall County, Texas, and being part of a called 348.201 acre tract of land described as Part 1 in a deed to PRA/FATE DEVELOPMENT, CORP., recorded in Volume 02919, Page 00188 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the southeast corner of a called 31.009 acres tract of land described in a deed to Charles R. Noland and wife Janna D. Noland recorded in Volume 531, Page 176 of said Deed Records, and also being an ell corner of said PRA/FATE Part 1 tract;

THENCE North 01 degree 03 minutes 22 seconds West, along the east line of said Noland tract and the most northerly west line of said PRA/FATE Part 1 tract, a distance of 139.86 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for the POINT OF BEGINNING;

THENCE North 01 degree 03 minutes 22 seconds West, continuing along the east line of said Noland tract and the most northerly west line of said PRA/FATE Part 1 tract, a distance of 1368.18 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for the northwest corner of said PRA/FATE Part 1 tract and a southwest corner of a tract of land as described in a deed to Fate Land, L.P., recorded in Volume 02919, Page 00099 and County Clerk's Document No. 00275581, of said Deed Records;

THENCE North 89 degrees 03 minutes 45 seconds East, along the north line of said PRA/FATE Part 1 tract and a south line of said Fate Land tract, a distance of 2420.13 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the northeast corner of said PRA/FATE Part 1 tract and an ell corner of said Fate Land tract, and also being the beginning of a non-tangent curve to the left;

THENCE Southerly, along the east line of said PRA/FATE tract and an interior west line of said Fate Land tract and along said non-tangent curve to the left having a central angle of 19 degrees 11 minutes 37 seconds, a radius of 1500.00 feet and a chord which bears South 08 degrees 30 minutes 12 seconds West, for 500.14 feet, for an arc distance of 502.49 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 01 degree 05 minutes 37 seconds East, along the east line of said PRA/FATE Part 1 tract and the west line of said Fate Land tract, a distance of 300.80 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE South 88 degrees 54 minutes 23 seconds West, a distance of 25.50 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE Westerly, along said tangent curve to the right having a central angle of 06 degrees 37 minutes 19 seconds a radius of 970.00 feet and a chord which bears North 87 degrees 46 minutes 57 seconds West for 112.04 feet, for an arc distance of 112.11 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

SUPPLEMENTAL DECLARATION - Page 15

THENCE North 84 degrees 28 minutes 18 seconds West, a distance of 126.12 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE Northwesterly, along said tangent curve to the right having a central angle of 18 degrees 32 minutes 55 seconds a radius of 470.00 feet and a chord which bears North 75 degrees 11 minutes 51 seconds West for 151.49 feet, for an arc distance of 152.15 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 65 degrees 55 minutes 23 seconds West, a distance of 49.59 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 24 degrees 04 minutes 37 seconds West, a distance of 454.57 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE Southwesterly, along said tangent curve to the right having a central angle of 02 degrees 21 minutes 31 seconds a radius of 375.00 feet and a chord which bears South 25 degrees 15 minutes 22 seconds West for 15.44 feet, for an arc distance of 15.44 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 65 degrees 55 minutes 23 seconds West, a distance of 144.68 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 30 degrees 26 minutes 09 seconds West, a distance of 112.64 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 77 degrees 49 minutes 42 seconds West, a distance of 61.09 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 21 degrees 44 minutes 34 seconds East, a distance of 140.39 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the right;

THENCE Westerly, along said non-tangent curve to the right having a central angle of 20 degrees 20 minutes 46 seconds a radius of 375.00 feet and a chord which bears South 78 degrees 25 minutes 49 seconds West for 132.47 feet, for an arc distance of 133.17 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 88 degrees 36 minutes 13 seconds West, a distance of 302.30 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE Westerly, along said tangent curve to the left having a central angle of 21 degrees 03 minutes 18 seconds a radius of 375.00 feet and a chord which bears South 78 degrees 04 minutes 34 seconds West, for 137.03 feet, for an arc distance of 137.80 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 67 degrees 32 minutes 55 seconds West, a distance of 26.71 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 09 degrees 30 minutes 56 seconds West, a distance of 202.40 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

SUPPLEMENTAL DECLARATION - Page 16

THENCE South 86 degrees 02 minutes 12 seconds West, a distance of 169.42 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the right;

THENCE Northerly, along said non-tangent curve to the right having a central angle of 01 degree 06 minutes 54 seconds a radius of 615.00 feet and a chord bearing North 03 degrees 24 minutes 20 seconds West for 11.97 feet, for an arc distance of 11.97 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 88 degrees 24 minutes 30 seconds West, a distance of 153.72 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 22 degrees 27 minutes 05 seconds East, a distance of 15.90 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 59 degrees 24 minutes 27 seconds West, a distance of 215.69 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the right;

THENCE Southeasterly, along said non-tangent curve to the right having a central angle of 08 degrees 08 minutes 28 seconds a radius of 150.00 feet and a chord which bears South 26 degrees 31 minutes 19 seconds East for 21.30 feet, for an arc distance of 21.31 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 22 degrees 27 minutes 05 seconds East, a distance of 1.68 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 67 degrees 32 minutes 55 seconds West, a distance of 120.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 67 degrees 13 minutes 16 seconds West, a distance of 54.36 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 81 degrees 39 minutes 17 seconds West, a distance of 206.87 feet to the POINT OF BEGINNING and containing 2,691,369 square feet or 61.785 acres of land, more or less.

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Filed for Record in:
Rockwall County

On: Sep 13, 2005 at 11:09A

As a
Recordings

Document Number: 00337146

Amount 48.00

Receipt Number - 144921

By,
Francine

STATE OF TEXAS COUNTY OF ROCKWALL

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:

Rockwall County
as stamped hereon by me.

Sep 13, 2005

Honorable Paulette Burks, County Clerk
Rockwall County

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

**FIRST AMENDMENT TO THE
SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WOODCREEK AND
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WOODCREEK PHASE III-D ADDITION**

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

KNOW ALL MEN BY THESE PRESENTS:

This **FIRST AMENDMENT TO THE SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOODCREEK AND DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODCREEK PHASE III-D ADDITION** (this "First Amendment"), is made on the date hereinafter set forth by **PRA/FATE DEVELOPMENT CORP.**, a Texas corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain **Declaration of Covenants, Conditions, and Restrictions for Woodcreek**, which was filed for record on March 31, 2003, under clerk's file number 275591, in the land records of Rockwall County, Texas (hereinafter called the "Master Declaration");

WHEREAS, Declarant filed for record that certain **Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for Woodcreek Phase III-D Addition**, on October 24, 2003, in Volume 03266, Page 00080 of the Deed Records of Rockwall County, Texas (hereinafter referred to as the "Supplemental Declaration"), which affects the real property as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference for all purposes;

WHEREAS, pursuant to Article V of the Supplemental Declaration, Declarant has the right to amend the Supplemental Declaration;

WHEREAS, Declarant desires to amend the Supplemental Declaration for the purpose of correcting the identification of the property so that it is known as Woodcreek Phase 4 rather than Woodcreek Phase III-D.

A M E N D M E N T:

NOW THEREFORE, Declarant hereby amends the Supplemental Declaration as follows:

1. **Correction of Phase Identification.** The property identified in the Supplemental Declaration was originally identified as Woodcreek Phase III-D. Declarant hereby changes the

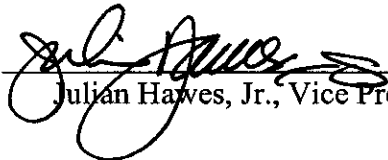
identification of such property so that it is now known as Woodcreek Phase 4. All references in the Supplemental Declaration and/or the Master Declaration to Woodcreek Phase III-D shall be deemed a reference to Woodcreek Phase 4.

2. **Remaining Terms.** This First Amendment is declared to be, in pertinent part only, a restatement of the Master Declaration and the Supplemental Declaration and this First Amendment is not made to modify, amend, change, extend, delete, extinguish, alter or revoke the Master Declaration and/or the Supplemental Declaration except as may be expressly set forth herein. All of the capitalized terms used in this First Amendment, unless otherwise defined herein, shall have the same meaning as assigned to such terms in the Master Declaration and the Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 11th day of May, 2005.

DECLARANT:

PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

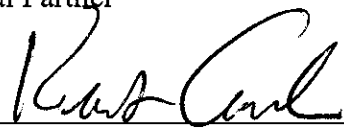
By: 
Julian Hawes, Jr., Vice President

CONSENT OF PROPERTY OWNER:

FATE-WOODCREEK/2003, LTD.,
a Texas limited partnership

By: S.K. Anderson Development, L.P.,
a Texas limited partnership
Its: General Partner

By: G.P. Anderson, L.L.C.,
a Texas limited liability company
Its: General Partner

By: 
Kent Anderson, President

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Julian Hawes, Jr., the Vice President of PRA/Fate Development Corp., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 11th day of May, 2005.

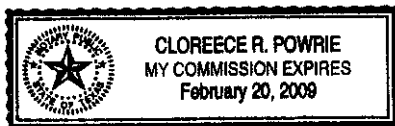


Janet Trammell
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: JANET TRAMMELL
My Commission Expires: 1-15-09

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kent Anderson, the President of G.P. Anderson, L.L.C., a Texas limited liability company, the General Partner of S. K. Anderson Development, L.P., a Texas limited partnership, the general partner of Fate-Woodcreek/2003, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 11th day of May, 2005.



Cloreece R. Powrie
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: Cloreece R. Powrie
My Commission Expires: 02/20/09

EXHIBIT ALEGAL DESCRIPTION

BEING a tract of land situated in the J. Hodges Survey, Abstract No. 103, and the S. Murphy Survey, Abstract No. 148, in the City of Fate, Rockwall County, Texas and being part of a called 348.201 acre tract of land described as Part 1 in a Special Warranty Deed from Fate Land, L.P. to PRA/FATE Development Corporation, recorded in Volume 02919, Page 00188 of the Deed Records of Rockwall County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the Southwest corner of Philip Wetzel Addition, an addition to the City of Fate according to the plat thereof recorded in Cabinet E, Page 184, Map Records, Rockwall County, Texas, said rod also being a point on the North right-of-way line of State Highway No. 66 (60 foot wide right-of-way) and the Southeast corner of said PRA/FATE tract;

THENCE South 79 degrees 57 minutes 41 seconds West, along the North line of said highway and the South line of said PRA/FATE tract, a distance of 574.40 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the Point of Beginning;

THENCE South 79 degrees 57 minutes 41 seconds West, along the North line of said highway and the South line of said PRA/FATE tract, a distance of 794.30 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 10 degrees 02 minutes 19 seconds West, leaving said North line, a distance of 50.00 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 27 degrees 47 minutes 58 seconds West, a distance of 388.93 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 62 degrees 12 minutes 02 seconds East, a distance of 118.20 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 27 degrees 47 minutes 58 seconds East, a distance of 30.00 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

THENCE in a Northeasterly direction along said non-tangent curve to the left having a central angle of 16 degrees 12 minutes 02 seconds a radius of 250.00 feet and a chord bearing North 54 degrees 06 minutes 01 seconds East, for 70.45 feet and an arc distance of 70.69 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 46 degrees 00 minutes 00 seconds East, a distance of 228.76 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE in a Northeasterly direction along said tangent curve to the right having a central angle of 42 degrees 44 minutes 11 seconds a radius of 250.00 feet and a chord bearing North 67 degrees 22

minutes 06 seconds East, for 182.18 feet and an arc distance of 186.47 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 88 degrees 44 minutes 11 seconds East, a distance of 175.11 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE in a Southeasterly direction along said tangent curve to the right having a central angle of 19 degrees 57 minutes 31 seconds a radius of 250.00 feet and a chord bearing South 81 degrees 17 minutes 03 seconds East, for 86.65 feet and an arc distance of 87.09 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 71 degrees 18 minutes 18 seconds East, a distance of 225.01 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

THENCE in a Southwesterly direction along said non-tangent curve to the left having a central angle of 28 degrees 44 minutes 58 seconds, a radius of 600.00 feet and a chord bearing South 04 degrees 19 minutes 14 seconds West, for 297.91 feet and an arc distance of 301.06 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 10 degrees 03 minutes 15 seconds East, a distance of 231.91 feet to the Point of Beginning and containing 529,495 square feet or 12.156 acres of land, more or less.

AFTER RECORDING RETURN TO:

Michael D. Hesse
HESSE & HESSE, L.L.P.
15303 Dallas Parkway
Suite 1040
Addison, Texas 75001

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Filed for Record in:
Rockwall County

On: May 20, 2005 at 09:57A

As a
Recordings

Document Numbers: 00328643

Amount 24.00

Receipt Number - 137957

By,
Francine

STATE OF TEXAS COUNTY OF ROCKWALL

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Rockwall County
as stamped hereon by me.

May 20, 2005

Honorable Paulette Burks, County Clerk
Rockwall County

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

On: Feb 03, 2004 at 04:00

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GS

B),
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOODCREEK AND
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WOODCREEK PHASE I-A AND WOODCREEK PHASE I-C ADDITIONS

00298226

THE STATE OF TEXAS §
COUNTY OF ROCKWALL §

63319005
RETURN TO:
Chicago Title Insurance Company
6688 N. Central Expressway, Suite 560
Dallas, Texas 75206 214-361-8771

This Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for the Woodcreek Phases I-A Addition and Woodcreek Phase I-C Addition (this "Supplemental Declaration"), is made on the date hereinafter set forth by PRA/Fate Development Corp., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek, which was filed for record on March 31, 2003, under clerk's file number 275591, in the land records of Rockwall County, Texas (hereinafter called the "Master Declaration"); and

WHEREAS, Declarant desires to subject the real property owned by Declarant and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), to the Master Declaration and to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof;

WHEREAS, the Property is included in the real property which, pursuant to Article IX of the Master Declaration, Declarant may unilaterally subject to the provisions of the Master Declaration; and

NOW, THEREFORE, pursuant to Article IX of the Master Declaration, Declarant hereby supplements the Master Declaration and annexes and adds thereto all of the Property so that all of the terms, conditions, covenants and restrictions of the Master Declaration shall extend to the Property as though such Property was originally described in the Master Declaration; and Declarant hereby declares that the Property shall be held, sold, transferred, conveyed, and occupied subject to the Master Declaration, as supplemented hereby, and to the covenants, restrictions, easements, liens, charges and conditions hereof. Exhibit "A" of the Master Declaration is hereby supplemented to include the Property.

ARTICLE I.

By,
Marda Monk

DEFINITIONS

00298226

All terms shall have the definitions given them in the Master Declaration unless expressly provided otherwise herein.

ARTICLE II.

PROTECTIVE COVENANTS

1. Terms. The following terms when used in this Supplemental Declaration or any amendment or supplement hereto (unless the context clearly indicates otherwise) shall have the following concepts and meanings:

(a) "Lot" shall mean and refer to any portion of the Woodcreek Phase I-A Addition and Woodcreek Phase I-C Addition (each an "Addition") designated as a lot on the subdivision plat of the Property as recorded in the plat records of Rockwall County, Texas, creating a subdivision designated as Woodcreek Phase I-A Addition, Woodcreek I-C Addition or any additional sequentially named sub-phase of Woodcreek Phase I (each a "Subdivision Plat"), excluding streets and alleys. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot. For purposes hereof and of the Master Declaration, each Addition shall be a separate Village and the Village names shall be respectively, Woodcreek Phase I-A Addition, Woodcreek Phase I-C Addition, and similarly designated sub-phase names.

(b) "Home" shall mean an individual residential dwelling unit constructed on any Lot, including any parking garage and the Lot upon which Home is located.

(c) "Committee" shall mean either the New Construction Committee or the Modifications Committee, as applicable.

(d) "Association" shall mean Woodcreek Fate Homeowners Association, Inc.

2. Land Use.

(a) All Lots (except those restricted or utilized as Common Area, park, nature reserve or the like) shall be known, described and used as lots for residential purposes only and, except as otherwise provided herein, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, constructed in place. As used herein, the term "residential purposes" shall be construed to prohibit the use of Lots for duplex houses, garage apartments, or apartment houses; or any business or similar activity, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (ii) the business activity conforms to all zoning requirements for the Lot; (iii) the business activity does not involve door-to-door solicitation of residents of the

On: Feb 03, 2004 at 04:00P

Property or visitation of the Home by clients, customers, suppliers or other business invitees (or only involves an irregular and nominal level of such visitation as determined in the sole discretion of the Board); (iv) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board; and (v) there is no signage or other advertising with the business name or anything about the business on the exterior of the Home on the Lot, on the mailbox on the Lot or otherwise on the exterior of the Home or the Lot. Except for portable storage and accessory buildings permitted pursuant to the terms of this Supplemental Declaration, no modular, prefabricated or other building or residence of any kind or character shall ever be moved onto any Lot, it being the intention that only new in place construction of residential structures shall be permitted on the Lots.

(b) Lease or rental of a Home for residential purposes shall not be considered a violation of this Supplemental Declaration so long as the lease is for not less than the entire Home and all improvements thereon and is for a term of at least six (6) months and is in compliance with this Supplemental Declaration and the Master Declaration.

3. Screening and Fences.

(a) No fences, hedges, screens, barriers or walls shall be erected or maintained on any Lot unless first approved by the Committee. No fence shall be erected, placed or altered on any Lot nearer to any front street than the front face of the Home constructed on the Lot, unless specifically approved by the Committee. Except for the perimeter of the Property where the developer may construct an eight (8) foot high fence or wall and as approved by the Committee, fences shall not exceed six (6) feet in height (unless otherwise approved by the Committee) and shall be constructed only of masonry, decorative iron or wood in accordance with current guidelines prescribed by the Committee. Limited use of decorative wood picket fencing or similar decorative wood features may be considered and approved by the Committee. The decorative side of the fence shall face the street.

(b) Chain link fences for dog runs and similar enclosures are permitted. Such fencing shall not exceed six (6) feet in height. In no case shall chain link fencing be visible from the street or adjacent properties and it shall be screened from all sides in a manner acceptable to the Committee.

(c) Air conditioning equipment and utility meters shall be placed at the side or rear of the Home. Any air conditioning unit shall be screened from adjacent properties and from the street by permanent landscape screening. Utility meters shall be fully accessible to utility employees.

(d) Pool equipment shall be placed at the side or rear of the Home such as not to be visible from the street and shall be screened from view from adjacent properties and streets by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest element of such equipment.

4. Landscaping and Removal of Dirt; Limitation on Garden Crops. All Lots shall be landscaped within sixty (60) days following completion of construction of a Home thereon. Landscaping shall include placement of sod in the front yard and planting of shrubs along the front of the Home's foundation. The New Construction Committee shall have the ability to grant an extension of the time frame for completion of landscaping for seasonal conditions. In front of each Home, at least one (1) tree shall be retained or planted; and if Home is on a corner Lot, one (1) tree shall be planted or retained adjacent to each street. Unless otherwise approved by the Committee, the required trees shall have a minimum size of three (3.0") caliper inches and be one of the following species: Pecan, Cedar Elm, Live Oak, Texas Red Oak, Shumard Red Oak and Bur Oak. So as to not create a drainage problem, the digging or the removal of any dirt from any Lot is prohibited, except in conjunction with landscaping, drainage or construction of approved improvements thereon. Only landscaping consisting of sod, shrubs and trees which are generally found in quality residential neighborhoods shall be permitted in front yards, side yards and visible areas of back yards. Garden and agricultural crops and plants, such as but not limited to corn, wheat, onions, tomatoes and okra, are only permitted in back yards and then only if screened from view from adjacent properties and streets by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest variety of such crops.

5. Annoyance or Nuisances. No noxious or offensive activity may be carried on upon any Lot. Nothing shall be done upon any Lot which may be or become an annoyance or a nuisance to the neighborhood by way of odor, fumes, excess light, vibrations, dust, smoke or noise. The Board, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

6. Temporary Structures and Vehicles.

(a) Except for children's playhouses, dog houses, greenhouses, tool sheds, and gazebos, no structure of a temporary character, whether trailer, tent, shack, garage, barn or outbuilding shall be maintained or used on any Lot at any time, either temporarily or permanently; provided, however, the Committee in its sole discretion may approve other temporary structures and Declarant reserves the exclusive right for itself and home builders (subject to Committee approval) who have contracted to purchase Lots to erect, place and maintain such facilities in or upon any portions of the Lots as Declarant, in its sole discretion, deems necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Lots. Such facilities include but are not limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(b) No truck with tonnage in excess of three-quarter (3/4) ton; camper; motor home; trailer; vehicle of any type (whether or not operable); or boat (whether powered, sail or otherwise), other than a conventional automobile, may be parked, kept or stored on any Lot (except in a garage) or on any street, for more than twenty-four (24) continuous hours, unless parked, stored or placed within the garage on the appropriate Lot, or within the building lines of such Lot and screened from the view of the general public and from adjacent Lots.

7. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or Home, except, subject to the

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rights of the Committee and Declarant to require removal of any distasteful, unsightly, weathered or abandoned signs, one sign of not more than six (6) square feet in surface area advertising the particular Lot or residence on which the sign is situated for sale or lease. The right is reserved by Declarant to construct and maintain and to permit builders or others to construct and maintain such signs, billboards or advertising devices as are customary in connection with the general sale of residential property. Declarant reserves the right to authorize the construction of up to three (3) billboards along State Highway 66, and up to three (3) billboards along Interstate Highway 30, for commercial purposes.

8. Water, Oil and Mining Operations. No water well drilling, oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall water wells, oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for water, oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

9. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or rubble. All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public or from adjacent Lots, unless approved in writing by the Committee. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building material used in the construction of improvements erected upon any Lot may be placed upon such Lot, but not within the street right-of-way, at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

10. Visual Obstructions at the Intersections of Public Streets. No object, including vegetation, shall be permitted on any corner Lot which obstructs sight lines parallel to the ground surface at elevations between two (2) feet and six (6) feet above roadways, and lies within a triangular area on any corner Lot described by three (3) points, two (2) such points being at the edges of the paving abutting said corner Lot and at points twenty-five (25) feet back along the curb on the two (2) intersecting streets abutting said corner Lot, and the third point being the center of the corner curb abutting said Lot.

11. Antennas. Unless otherwise approved by the Committee, no antenna towers other than a traditional rooftop antenna designed to receive television broadcast signals shall be permitted which antenna must be of a customary and reasonable size and appearance as determined by the Committee. Notwithstanding the foregoing to the contrary, satellite dishes with a diameter of one (1) meter or less may be installed provided the dish is not visible from the street and is not installed on the front of the Home.

12. Animals. No animals, reptiles, livestock, insects, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be

kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose.

13. External Sculpture and Like Accessories. No sculptures, fountains, free standing flag poles, clothes lines and like accessories shall be installed, maintained or permitted on any Lot without the prior approval of the Committee.

14. Compliance With Ordinances and Regulations. All improvements constructed on Lots shall comply with, and all Lots shall be used in accordance with, applicable ordinances or regulations, as applicable, of the City of Fate, Texas (the "City"), Rockwall County, Texas and the Rockwall County Consolidated Municipal Utility District in which the Property is located, or any other applicable governmental authority.

15. Inflammatory or Explosive Cargo. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time.

16. Sales & Construction Period. Notwithstanding the provisions of this Supplemental Declaration, the Declarant or any other developer of the Property, and their respective agents, employees and assigns are permitted to maintain such facilities and carry on such activities as may be reasonably required for the completion, improvement and sale of Lots and Homes including without limitation the installation and operation of sales and construction trailers and offices, signs and model residences as may be approved by the Committee. This right to maintain such facilities and carry on such activities shall include the right to use Homes as model residences and to use any Home as an office for sale of Homes and Lots and related activities. During construction, the Owner of a Lot shall provide an enclosure of adequate size wherein all construction debris and waste shall be collected for disposal by the Owner. Once commenced, construction shall be diligently pursued to the end such that it shall be completed within twelve (12) months from the date that construction commenced on Lot.

17. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or Rockwall County, Texas, may be required by the franchise of any utility company, or authorized by the Declarant, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Property, whether upon Lots, easements, streets, or right-of-way of any type, either by the utility company or any other person or entity (including but not limited to any person owning or acquiring any part of the Property) and all utility services facilities (including but not limited to water, sewer, gas, electricity and telephone) shall be buried underground, under recreational easements, streets, or utility easement areas for the purpose of serving any structure located on any part of the Properties.

18. Minimum Lot Area. No Lot may be re-subdivided. Notwithstanding the foregoing to the contrary, Declarant and Declarant Affiliates may subdivide Lots in accordance with any applicable requirements of the City or Rockwall County, Texas.

ARTICLE III.

DESIGN GUIDELINES

1. Building Type.

(a) No Home shall exceed forty (40) feet in height measured from finished grade to the highest point of the roof peak and shall not be more than two (2) stories as seen from any public street.

(b) No Home shall be constructed next to or directly across the street from a Home with the same front exterior design. The Committee shall have the right to not approve plans for construction of a Home with a front exterior design that it deems, in its sole judgement, to be the same as a Home located next to or across the street from the proposed Home.

2. Minimum Floor Space. Each proposed Home submitted to the New Construction Committee on each Lot shall contain at least 1,700 square feet of air conditioned area, exclusive of all porches, garages or breezeways attached to the main dwelling.

3. Finished Floor Elevations. All Homes constructed on the Lots shall comply with the minimum finished floor elevations as set out in the Subdivision Plat, unless otherwise approved by the New Construction Committee for sound construction reasons.

4. Lot Set Back Requirements. No structure shall be located on a Lot closer to the Lot boundaries than the following set back requirements or such greater set backs as are required by the Subdivision Plat or the City or Rockwall County, Texas ordinances, as applicable:

(a) Front Yard Set Back - The front yard set back shall be as set out in the Subdivision Plat for each Lot, however, garage doors which face the street shall be set back a minimum of eighteen feet (18') from the front property line;

(b) Side Yard Set Back - The side yard set backs shall be a minimum of five (5) feet for any one side yard, and ten (10) feet for any side yard adjacent to a street, or greater than these set-backs if specified on the Subdivision Plat; and

(c) Rear Yard Set Back - The minimum rear yard set back shall be ten (10) feet.

5. Materials. At least eighty percent (80%) of the total outside wall areas of any Home (including garage) erected on any Lot shall be constructed of brick, stone, brick veneer, stone veneer, stucco type material, or other masonry materials approved by the Committee ("Masonry Material"); provided, however, one hundred percent (100%) of the front outside wall area of any Home shall be of Masonry Material. Further, if located on the front of a Home, dormers, exterior walls located over roofs, covered porches, gables or other exterior features located above a first floor plate line, are not required to be constructed of Masonry Material. A chimney located on the front exterior of a Home shall be constructed of Masonry Materials on the three (3) exterior sides. The side facing the Home may be non-masonry. Masonry Materials do not include hardboard, hardiplank or similar materials. The outside wall areas of a Home which are not required to be of Masonry Materials shall be constructed of hardboard, hardiplank or similar materials which are approved by the Committee.
6. Mail Boxes. Mail boxes for each Home shall be uniform and shall be constructed in accordance with guidelines prescribed by the Committee.
7. Roofs. All roofs shall be of wood shingles, simulated wood shingles, tile, slate, metal or composition shingles with a minimum twenty 20 year warranty; and all roof shingles shall be dimensional or shadow line type shingles. All wood shingles must be treated with a fire proofing substance, and before installation of wood shingles a certificate from the manufacturer or supplier stating the terms of the warranty of the fire proofing shall be presented to the Committee. All major roof lines must be pitched a minimum of six (6) inches in twelve (12) inches (this requirement will not apply to the roof area over a front porch of a Home); provided, however, all side-to-side roof lines on the front of a Home must be pitched a minimum of eight (8) inches in twelve (12) inches (this requirement will not apply to side-to-side roof lines on dormers or on the front-to-back elevations of a Home or on the roof area over a front porch of a Home). The Committee may permit a lesser pitch where such pitch is consistent with the architectural style of the Home as judged by the Committee at its sole discretion. The Committee shall approve the color of all roofs. All roof venting and roof flashing that is not painted/finished by the manufacturer, shall be painted to match roof color.
8. Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. The Committee may approve the construction of a residential dwelling with garage space for only one automobile; however, the Committee shall require at least three (3) additional "off-street" paved parking spaces located within the Lot boundaries. The interior walls of every garage shall be finished with taped and bedded sheet rock or other material acceptable to the Committee. Conversion of any carport or garage to finished space for use as an apartment or other internal part of the living area of a Home is prohibited without the prior approval of the Committee.
9. Driveways. Driveways shall be constructed of concrete or other masonry material set on a concrete base. Driveways shall provide parking space for at least two conventional automobiles within the area of the Lot.
10. Exterior Structures and Recreational Equipment. Any outbuildings constructed on the Lot shall be constructed of material complementary to the material used in the

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construction of the Home. No gazebo, pool pavilion, trellis, greenhouse, storage shed or similar structure and no tennis court, basketball backboard, swing set or similar recreational equipment shall be constructed or placed upon any Lot or Home without prior written approval of the Committee. In no case shall lighting for tennis courts, basketball courts or other recreational purposes be permitted.

11. Retaining Walls. All retaining walls shall be constructed of new treated wood cross ties, stone, brick or other masonry material as approved by the Committee. After the initial construction, the cost and maintenance of such retaining walls shall be the responsibility of the property Owner of the property at the higher finished elevation of the contiguous lots. In the event that the Owners of adjacent Lots or dwellings disagree on the necessity of the construction of a retaining wall, the Committee shall be the final arbiter of such issue.

12. Drainage. Prior to construction of any improvements, including swimming pools, a drainage plan showing existing and proposed topography and ultimate direction of all storm water drainage must be submitted to the Committee for its review and approval.

ARTICLE IV

NEW CONSTRUCTION AND MODIFICATION COMMITTEES

1. Administration of Covenants and Guidelines. Responsibility for administration of the protective covenants and Design Guidelines set forth or provided for in this Supplemental Declaration and review of all applications for construction and modifications under this Article shall be handled by the two committees as described in Sections (2) and (3) below. The members of the Committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

2. New Construction Committee. The New Construction Committee (NCC) shall consist of at least three (3), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the Lots. Until one hundred percent (100%) of the Properties subject to the Master Declaration have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the NCC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board may, at its option, either appoint the members of the NCC, who shall thereafter serve and may be removed in the Board's discretion, or combine the NCC and the MC (hereinafter defined) into a single architectural review committee which shall assume all powers and responsibilities of both committees under this Supplemental Declaration. The NCC may delegate its authority as to any subdivision, if designated as a separate Village, to the Village Association, if any, so long as the NCC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least

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equal to those of the NCC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice.

3. Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion of the Board. In the event the MC is not established, the NCC shall retain all power granted to the MC by this provision. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The MC may delegate its authority as to a particular Village to the Village Association, if any, so long as the MC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice. The NCC shall have the right to veto any action taken by the MC or a Village Association which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

4. Guidelines and Procedures.

(a) The Declarant or the NCC may prepare initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall apply to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. Notwithstanding the foregoing to the contrary, the Declarant, in its sole discretion, may allow an architectural review committee appointed for a particular Village to adopt and administer Design Guidelines for such Village. If such authorization is granted, the remaining provisions of this Article shall not apply to such Village unless the architectural review committee assigns its rights to the NCC or MC.

(b) The NCC may adopt the Design Guidelines at its initial organizational meeting or a subsequent meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

(c) The NCC shall make the Design Guidelines if adopted available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the County Clerk's Office, Rockwall County, Texas, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(d) The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the NCC.

(e) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate committee for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. In the event that the NCC or MC fails to approve or to disapprove an application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the NCC pursuant to Section 6 below in this Article.

5. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval ("Approved Plans"), shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval; provided, however, after the NCC has approved plans and elevations for a particular style Home for a particular Builder, such specific plans and elevations will not need to be approved again, but such Builder will be required to submit a plot plan to the NCC for approval for each site on which it intends to use such previously approved plans and elevations (appropriately identifying such pre-approved items) and such Builder shall otherwise be subject to the anti-monotony provisions of Article III, Section 1(b) and the other requirements herein.

6. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate; and no variance shall (a) be effective unless in writing; or (b) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the cost of complying with the NCC guidelines or procedures shall not be considered a hardship warranting a variance.

7. Inspection. The Declarant shall have the right, but not the obligation, to appoint third party inspectors ("Inspectors") to conduct inspections ("Inspections") of any construction or modifications pursuant to any Approved Plans, which right the Declarant may wish to exercise as the Property is in an unincorporated area. To cover the costs of such Inspections and the costs of administration of such activities, reasonable inspection fees in the amounts determined from time to time by the Declarant shall be charged to the Builder or Owner performing such construction or modifications, which shall be paid to the party designated by the Declarant within ten (10) days of the invoice or if required by Declarant, prior to and as a condition to commencing the applicable construction or modifications. If the Declarant chooses

not to exercise the rights in this section, the Board shall have the right, but not the obligation, to do so.

8. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and any Inspections are made as accommodations only, and neither the NCC, nor the MC, the Inspectors, the Declarant, Fate Land, any other Declarant Affiliates, the Association, the Board, or any committee, member, owner, director, officer, employee or agent of any of the foregoing (a) shall bear any responsibility for ensuring or be obligated to ensure (i) the structural integrity or soundness of any construction or modifications, (ii) compliance with the requirements of this Supplemental Declaration as amended and supplemented, other Association rules or requirements, any applicable building codes or other governmental requirements, (iii) the enforcement of any of the requirements described in clause (ii) above, or (iv) the value or quality of any improvement, or (b) be held liable for any injury, damages, costs or loss arising out of (i) the manner or quality of construction on or modifications to any Unit, (ii) the failure of any party to ensure the items described in clauses (a)(i) through (iv) above, (iii) or the failure of any party to enforce the requirements described in clause (a) (ii) above; and any Owner by accepting title to a Unit, hereby forever unconditionally releases and waives any claims for or relating to the matters described above in this Section and agrees not to pursue any of such claims in any manner whatsoever, including without limitation before any court or administrative body.

9. Enforcement.

(a) Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming and any finding by the Inspector that any improvements are not constructed in accordance with the applicable Approved Plans or are otherwise deficient shall be a violation of this Article. Upon written request from the Board or the Declarant (which request, the Board or Declarant shall have the right to make, but shall not be obligated to make), the applicable Owner shall, at its own cost and expense, either as applicable correct the violation or remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to either correct the violation or remove and restore as required, the Board or its designees shall have the right (but not the obligation) to enter the property and to correct the violation or remove the violation and restore the property to substantially the same condition as previously existed. All costs of Inspections and of any actions which the Board or its designees are authorized to take by this Article, which may include monetary fines imposed by the NCC for violation of this Article, together with the interest at the lower of the rate of 15% per annum or the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a Specific Assessment, subject to any applicable requirements of the TRP Act.

(b) Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines, in addition to the fees, costs and fines provided in the preceding paragraph, may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, nor its officers, directors or members shall be held liable to any Person for exercising the rights granted by this paragraph.

(c) In addition to the foregoing, the Association and the Declarant shall have the authority and standing (but not the obligation) to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

ARTICLE V

AMENDMENTS

1. By Declarant. Until termination of the Class "B" membership, this Supplemental Declaration may not be amended without the approval of the Declarant.

2. By Owners.

(a) Except as may be otherwise specifically provided herein or in the Declaration, this Supplemental Declaration may be amended only by (i) the affirmative vote or written consent, or any combination thereof, of more than fifty percent (50%) of the total Class "A" and Class "B" votes in the Association, and (ii) so long as the Declarant or any Declarant Affiliate owns any property described in Exhibit "A" or "B" to the Master Declaration, the consent of the Declarant.

(b) No amendment may remove, revoke, or modify any right, or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

[Signature block on next page]

EXECUTED to be effective as of the 30th day of January, 2004.

DECLARANT:

PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By: *Julian Hawes, Jr.*
Julian Hawes, Jr., Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4th day of ~~January~~ ^{February}, 2004, by Julian Hawes, Jr., Vice President of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.

[SEAL]

Renee Lee
Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

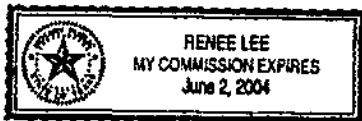


EXHIBIT "A"

Description of Property

122.535 ACRES DESCRIPTION
ROCKWALL COUNTY, TEXAS

BEING a tract of land situated in the J. GARDENSHIRE SURVEY, ABSTRACT NO. 95, the J. HODGES SURVEY, ABSTRACT NO. 103 in the City of Fate, Rockwall County, Texas, and being part of a called 348.201 acre tract of land described as Part 1 in a deed to PRA/FATE DEVELOPMENT, CORP., recorded in Volume 02919, Page 00188 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the southeast corner of a called 31.009 acre tract of land described in a deed to Charles R. Noland and wife Janna D. Noland recorded in Volume 531, Page 176 of said Deed Records;

THENCE North 01 degree 03 minutes 22 seconds West, along the east line of said Noland tract, a distance of 139.86 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 81 degrees 39 minutes 17 seconds East, leaving said west line, a distance of 206.87 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 67 degrees 13 minutes 16 seconds East, a distance of 54.36 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 67 degrees 32 minutes 55 seconds East, a distance of 120.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 22 degrees 27 minutes 05 seconds West, a distance of 1.68 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left having a central angle of 08 degrees 08 minutes 28 seconds a radius of 150.00 feet and a chord bearing North 26 degrees 31 minutes 19 seconds West, for 21.30 feet and an arc distance of 21.31 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 59 degrees 24 minutes 27 seconds East, a distance of 215.69 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 22 degrees 27 minutes 05 seconds West, a distance of 15.90 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 88 degrees 24 minutes 30 seconds East, a distance of 153.72 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

THENCE along said non-tangent curve to the left having a central angle of 01 degrees 06 minutes 54 seconds a radius of 615.00 feet and a chord bearing South 03 degrees 24 minutes 20 seconds East, for 11.97 feet and an arc distance of 11.97 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 86 degrees 02 minutes 12 seconds East, a distance of 169.42 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 09 degrees 30 minutes 56 seconds East, a distance of 202.40 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 67 degrees 32 minutes 55 seconds East, a distance of 26.71 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE along said tangent curve to the right having a central angle of 21 degrees 03 minutes 18 seconds a radius of 375.00 feet and a chord bearing North 78 degrees 04 minutes 34 seconds East, for 137.03 feet and an arc distance of 137.80 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 88 degrees 36 minutes 13 seconds East, a distance of 302.30 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left having a central angle of 20 degrees 20 minutes 46 seconds a radius of 375.00 feet and a chord bearing North 78 degrees 25 minutes 49 seconds East, for 132.47 feet and an arc distance of 133.17 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 21 degrees 44 minutes 34 seconds West, a distance of 140.39 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 77 degrees 49 minutes 42 seconds East, a distance of 61.09 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 30 degrees 26 minutes 09 seconds East, a distance of 112.64 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 65 degrees 55 minutes 23 seconds East, a distance of 144.68 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

THENCE along said non-tangent curve to the left having a central angle of 02 degrees 21 minutes 31 seconds a radius of 375.00 feet and a chord bearing North 25 degrees 15 minutes 22 seconds East, for 15.44 feet and an arc distance of 15.44 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 24 degrees 04 minutes 37 seconds East, a distance of 454.57 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 65 degrees 55 minutes 23 seconds East, a distance of 49.59 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left having a central angle of 18 degrees 32 minutes 55 seconds a radius of 470.00 feet and a chord bearing South 75 degrees 11 minutes 51 seconds East, for 151.49 feet and an arc distance of 152.15 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 84 degrees 28 minutes 18 seconds East, a distance of 126.12 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left having a central angle of 06 degrees 37 minutes 19 seconds a radius of 970.00 feet and a chord bearing South 87 degrees 46 minutes 57 seconds East, for 112.04

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feet and an arc distance of 112.11 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 88 degrees 54 minutes 23 seconds East, a distance of 25.50 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the east line of said PRA/FATE tract;

THENCE South 01 degrees 05 minutes 37 seconds East, along the east line of PRA/FATE tract, a distance of 1427.05 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE along said tangent curve to the right having a central angle of 21 degrees 40 minutes 31 seconds a radius of 2050.00 feet and a chord bearing South 09 degrees 44 minutes 39 seconds West, for 770.91 feet and an arc distance of 775.53 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 69 degrees 25 minutes 06 seconds East, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the right;

THENCE along said non-tangent curve to the right having a central angle of 57 degrees 28 minutes 58 seconds a radius of 2100.00 feet and a chord bearing South 49 degrees 19 minutes 23 seconds West, for 2019.60 feet and an arc distance of 2106.86 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 13 degrees 19 minutes 35 seconds West, a distance of 99.13 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 44 degrees 21 minutes 08 seconds West, a distance of 100.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 15 degrees 19 minutes 35 seconds West, a distance of 555.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 22 degrees 45 minutes 44 seconds West, a distance of 270.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 14 degrees 12 minutes 57 seconds West, a distance of 350.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 25 degrees 36 minutes 22 seconds West, a distance of 450.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 00 degrees 27 minutes 43 seconds West, a distance of 125.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 27 degrees 30 minutes 52 seconds West, a distance of 185.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 07 degrees 41 minutes 36 seconds West, a distance of 250.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 36 degrees 28 minutes 24 seconds West, a distance of 260.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 23 degrees 00 minutes 18 seconds West, a distance of 100.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 11 degrees 44 minutes 05 seconds West, a distance of 130.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 02 degrees 08 minutes 40 seconds East, a distance of 102.52 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set in the south line of said Noland tracts, and in the general center of Ben Payne Road, (undedicated public road);

THENCE North 89 degrees 05 minutes 33 seconds East, along the south line of said Noland tract and generally along the center of said public road, a distance of 224.86 feet to POINT OF BEGINNING and containing 5,920,196 square feet or 135.909 acres of land, SAVE AND EXCEPT two tracts of land as described as follows and leaving a total of 122.535 net acres of land, more or less.

SAVE & EXCEPT 11.114 ACRES

BEING a tract of land situated in the J. HODGES SURVEY, ABSTRACT NO. 103, in the City of Fate, Rockwall County, Texas, and being all of that tract of land described in a deed to Billy W. Nixon, and wife Sue Nixon, recorded in Volume 188, Page 677 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the southeast corner of a called 31.009 acre tract of land described in a deed to Charles R. Noland and wife Janna D. Noland recorded in Volume 531, Page 176 of said Deed Records; thence North 88 degrees 56 minutes 18 seconds East, a distance of 971.54 feet to a 5/8-inch iron rod found for the northwest corner of said Nixon tract and the POINT OF BEGINNING;

THENCE North 89 degrees 00 minutes 31 seconds East, generally along a fence, a distance of 582.91 feet to a 5/8-inch iron rod found for corner;

THENCE South 02 degrees 01 minute 12 seconds East, generally along a fence, a distance of 836.03 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89 degrees 36 minutes 31 seconds West, generally along a fence, a distance of 579.79 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 02 degrees 14 minutes 41 seconds West, generally along a fence, a distance of 830.02 feet to the POINT OF BEGINNING and containing 484,118 square feet, or 11.114 acres of land, more or less.

SAVE & EXCEPT 2.260 ACRES

BEING a tract of land situated in the J. HODGES SURVEY, ABSTRACT NO. 103, in the City of Fate, Rockwall County, Texas, and being a part of that certain 348.201 acres tract called Part 1 described in a deed to PRA/FATE Development Corporation, recorded in Volume 02919, Page 00188, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the southeast corner of a called 31.009 acre tract of land described in a deed to Charles R. Noland and wife Janna D. Noland recorded in Volume 531, Page 176 of said Deed Records; thence North 88 degrees 56 minutes 18 seconds East, a distance of 971.54 feet to a 5/8-inch iron rod found for the northwest corner of a tract of land as described to Billy W. Nixon and wife Sue Nixon, recorded in Volume 188, Page 677, of said Deed Records; Thence South 02 degrees 01 minute 12 seconds East, along the west line of said Nixon tract, a distance of 22.40 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the POINT OF BEGINNING;

THENCE South 02 degrees 01 minutes 12 seconds East, generally along a fence, a distance of 807.62 feet to a 5/8-inch iron rod found for corner;

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THENCE North 67 degrees 32 minutes 55 seconds East, a distance of 136.94 feet to the POINT OF BEGINNING and containing 98,434 square feet or 2.260 acres of land, more or less.

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Filed for Record in:
Rockwall County

On: Feb 09, 2004 at 04:00P

As a
Recordings

Document Number: 00298226

Amount 52.00

Receipt Number - 111483

By,
Marda Monk

STATE OF TEXAS COUNTY OF ROCKWALL
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the said records of:
Rockwall County
as stamped hereon by me.

Feb 09, 2004

Honorable Paulette Marks, County Clerk
Rockwall County

This Document has been received by this Office for
recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

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SECOND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WOODCREEK AND
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WOODCREEK PHASE III ADDITION

THE STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

6278365
RETURN TO:
Chicago Title Insurance Company
6888 N. Central Expressway, Suite 500
Dallas, Texas 75206 214-381-8773

This Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for the Woodcreek Phase III Addition (this "Second Supplemental Declaration"), is made on the date hereinafter set forth by PRA/Fate Development Corp., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek, recorded in Volume 2920, Page 0001, and Volume 2920, Page 0113 in the Deed Records of Rockwall County, Texas (hereinafter called the "Master Declaration"), and that certain Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for the Woodcreek Phase III Addition recorded in Volume 3266, Page 00064 in the Deed Records of Rockwall County, Texas (hereinafter called the "Supplemental Declaration"); and

WHEREAS, Declarant desires to subject the real property owned by Declarant and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), to the Master Declaration and to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof;

WHEREAS, the Property is included in the real property which, pursuant to Article IX of the Master Declaration, Declarant may unilaterally subject to the provisions of the Master Declaration; and

NOW, THEREFORE, pursuant to Article IX of the Master Declaration, Declarant hereby supplements the Master Declaration and annexes and adds thereto all of the Property so that all of the terms, conditions, covenants and restrictions of the Master Declaration shall extend to the Property as though such Property was originally described in the Master Declaration; and Declarant hereby declares that the Property shall be held, sold, transferred, conveyed, and occupied subject to the Master Declaration, as supplemented hereby, and to the covenants, restrictions, easements, liens, charges and conditions hereof. Exhibit "A" of the Master Declaration is hereby supplemented to include the Property.

ARTICLE I.

DEFINITIONS

All terms shall have the definitions given them in the Master Declaration unless expressly provided otherwise herein.

ARTICLE II.

PROTECTIVE COVENANTS

1. Terms. The following terms when used in this Second Supplemental Declaration or any amendment or supplement hereto (unless the context clearly indicates otherwise) shall have the following concepts and meanings:

(a) "Lot" shall mean and refer to any portion of the Woodcreek Phase III-D Addition ("Addition") designated as a lot on the subdivision plat of the Property as recorded in the plat records of Rockwall County, Texas, creating a subdivision designated as Woodcreek Phase III-A Addition, Woodcreek III-B Addition, Woodcreek III-C Addition or any additional sequentially named sub-phase of Woodcreek Phase III (each a "Subdivision Plat"), excluding streets and alleys. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot. For purposes hereof and of the Master Declaration, each Addition shall be a separate Village and the Village names shall be respectively, Woodcreek Phase III-A Addition, Woodcreek Phase III-B Addition, Woodcreek Phase III-C Addition, Woodcreek Phase III-D Addition, and similarly designated sub-phase names.

(b) "Home" shall mean an individual residential dwelling unit constructed on any Lot, including any parking garage and the Lot upon which Home is located.

(c) "Committee" shall mean either the New Construction Committee or the Modifications Committee, as applicable.

(d) "Association" shall mean Woodcreek Fate Homeowners Association, Inc.

2. Land Use.

(a) All Lots (except those restricted or utilized as Common Area, park, nature reserve or the like) shall be known, described and used as lots for residential purposes only and, except as otherwise provided herein, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, constructed in place. As used herein, the term "residential purposes" shall be construed to prohibit the use of Lots for duplex houses, garage apartments, or apartment houses; or any business or similar activity, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or

smell from outside the Home; (ii) the business activity conforms to all zoning requirements for the Lot; (iii) the business activity does not involve door-to-door solicitation of residents of the Property or visitation of the Home by clients, customers, suppliers or other business invitees (or only involves an irregular and nominal level of such visitation as determined in the sole discretion of the Board); (iv) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board; and (v) there is no signage or other advertising with the business name or anything about the business on the exterior of the Home on the Lot, on the mailbox on the Lot or otherwise on the exterior of the Home or the Lot. Except for portable storage and accessory buildings permitted pursuant to the terms of this Second Supplemental Declaration, no modular, prefabricated or other building or residence of any kind or character shall ever be moved onto any Lot, it being the intention that only new in place construction of residential structures shall be permitted on the Lots.

(b) Lease or rental of a Home for residential purposes shall not be considered a violation of this Second Supplemental Declaration so long as the lease is for not less than the entire Home and all improvements thereon and is for a term of at least six (6) months and is in compliance with this Second Supplemental Declaration and the Master Declaration.

3. Screening and Fences.

(a) No fences, hedges, screens, barriers or walls shall be erected or maintained on any Lot unless first approved by the Committee. No fence shall be erected, placed or altered on any Lot nearer to any front street than the front face of the Home constructed on the Lot, unless specifically approved by the Committee. Except for the perimeter of the Property where the developer may construct an eight (8) foot high fence or wall and as approved by the Committee, fences shall not exceed six (6) feet in height (unless otherwise approved by the Committee) and shall be constructed only of masonry, decorative iron or wood in accordance with current guidelines prescribed by the Committee. Limited use of decorative wood picket fencing or similar decorative wood features may be considered and approved by the Committee. The decorative side of the fence shall face the street.

(b) Chain link fences for dog runs and similar enclosures are permitted. Such fencing shall not exceed six (6) feet in height. In no case shall chain link fencing be visible from the street or adjacent properties and it shall be screened from all sides in a manner acceptable to the Committee.

(c) Air conditioning equipment and utility meters shall be placed at the side or rear of the Home. Any air conditioning unit shall be screened from adjacent properties and from the street by permanent landscape screening. Utility meters shall be fully accessible to utility employees.

(d) Pool equipment shall be placed at the side or rear of the Home such as not to be visible from the street and shall be screened from view from adjacent properties and streets

by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest element of such equipment.

4. Landscaping and Removal of Dirt; Limitation on Garden Crops. All Lots shall be landscaped within sixty (60) days following completion of construction of a Home thereon. Landscaping shall include placement of sod in the front yard and planting of shrubs along the front of the Home's foundation. The New Construction Committee shall have the ability to grant an extension of the time frame for completion of landscaping for seasonal conditions. In front of each Home, at least one (1) tree shall be retained or planted; and if Home is on a corner Lot, one (1) tree shall be planted or retained adjacent to each street. Unless otherwise approved by the Committee, the required trees shall have a minimum size of three (3.0") caliper inches and be one of the following species: Pecan, Cedar Elm, Live Oak, Texas Red Oak, Shumard Red Oak and Bur Oak. So as to not create a drainage problem, the digging or the removal of any dirt from any Lot is prohibited, except in conjunction with landscaping, drainage or construction of approved improvements thereon. Only landscaping consisting of sod, shrubs and trees which are generally found in quality residential neighborhoods shall be permitted in front yards, side yards and visible areas of back yards. Garden and agricultural crops and plants, such as but not limited to corn, wheat, onions, tomatoes and okra, are only permitted in back yards and then only if screened from view from adjacent properties and streets by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest variety of such crops.

5. Annoyance or Nuisances. No noxious or offensive activity may be carried on upon any Lot. Nothing shall be done upon any Lot which may be or become an annoyance or a nuisance to the neighborhood by way of odor, fumes, excess light, vibrations, dust, smoke or noise. The Board, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

6. Temporary Structures and Vehicles.

(a) Except for children's playhouses, dog houses, greenhouses, tool sheds, and gazebos, no structure of a temporary character, whether trailer, tent, shack, garage, barn or outbuilding shall be maintained or used on any Lot at any time, either temporarily or permanently; provided, however, the Committee in its sole discretion may approve other temporary structures and Declarant reserves the exclusive right for itself and home builders (subject to Committee approval) who have contracted to purchase Lots to erect, place and maintain such facilities in or upon any portions of the Lots as Declarant, in its sole discretion, deems necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Lots. Such facilities include but are not limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(b) No truck with tonnage in excess of three-quarter (3/4) ton; camper; motor home; trailer; vehicle of any type (whether or not operable); or boat (whether powered, sail or otherwise), other than a conventional automobile, may be parked, kept or stored on any Lot (except in a garage) or on any street, for more than twenty-four (24) continuous hours, unless parked, stored or placed within the garage on the appropriate Lot, or within the building lines of such Lot and screened from the view of the general public and from adjacent Lots.

7. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or Home, except, subject to the rights of the Committee and Declarant to require removal of any distasteful, unsightly, weathered or abandoned signs, one sign of not more than six (6) square feet in surface area advertising the particular Lot or residence on which the sign is situated for sale or lease. The right is reserved by Declarant to construct and maintain and to permit builders or others to construct and maintain such signs, billboards or advertising devices as are customary in connection with the general sale of residential property. Declarant reserves the right to authorize the construction of up to three (3) billboards along State Highway 66, and up to three (3) billboards along Interstate Highway 30, for commercial purposes.

8. Water, Oil and Mining Operations. No water well drilling, oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall water wells, oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for water, oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

9. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or rubble. All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public or from adjacent Lots, unless approved in writing by the Committee. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building material used in the construction of improvements erected upon any Lot may be placed upon such Lot, but not within the street right-of-way, at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

10. Visual Obstructions at the Intersections of Public Streets. No object, including vegetation, shall be permitted on any corner Lot which obstructs sight lines parallel to the ground surface at elevations between two (2) feet and six (6) feet above roadways, and lies within a triangular area on any corner Lot described by three (3) points, two (2) such points being at the edges of the paving abutting said corner Lot and at points twenty-five (25) feet back along the curb on the two (2) intersecting streets abutting said corner Lot, and the third point being the center of the corner curb abutting said Lot.

11. Antennas. Unless otherwise approved by the Committee, no antenna towers other than a traditional rooftop antenna designed to receive television broadcast signals shall be permitted which antenna must be of a customary and reasonable size and appearance as determined by the Committee. Notwithstanding the foregoing to the contrary, satellite dishes with a diameter of one (1) meter or less may be installed provided the dish is not visible from the street and is not installed on the front of the Home.

12. Animals. No animals, reptiles, livestock, insects, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose.

13. External Sculpture and Like Accessories. No sculptures, fountains, free standing flag poles, clothes lines and like accessories shall be installed, maintained or permitted on any Lot without the prior approval of the Committee.

14. Compliance With Ordinances and Regulations. All improvements constructed on Lots shall comply with, and all Lots shall be used in accordance with, applicable ordinances or regulations, as applicable, of the City of Fate, Texas (the "City"), Rockwall County, Texas and the Rockwall County Consolidated Municipal Utility District in which the Property is located, or any other applicable governmental authority.

15. Inflammatory or Explosive Cargo. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time.

16. Sales & Construction Period. Notwithstanding the provisions of this Second Supplemental Declaration, the Declarant or any other developer of the Property, and their respective agents, employees and assigns are permitted to maintain such facilities and carry on such activities as may be reasonably required for the completion, improvement and sale of Lots and Homes including without limitation the installation and operation of sales and construction trailers and offices, signs and model residences as may be approved by the Committee. This right to maintain such facilities and carry on such activities shall include the right to use Homes as model residences and to use any Home as an office for sale of Homes and Lots and related activities. During construction, the Owner of a Lot shall provide an enclosure of adequate size wherein all construction debris and waste shall be collected for disposal by the Owner. Once commenced, construction shall be diligently pursued to the end such that it shall be completed within twelve (12) months from the date that construction commenced on Lot.

17. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or Rockwall County, Texas, may be required by the franchise of any utility company, or authorized by the Declarant, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Property, whether upon Lots, easements, streets, or right-of-way of any type, either by the utility company or any other person or entity (including but not limited to any person owning or acquiring any part of the Property) and all utility services facilities (including but not limited to water, sewer, gas, electricity and telephone) shall be buried underground, under recreational easements, streets, or utility easement areas for the purpose of serving any structure located on any part of the Properties.

18. Minimum Lot Area. No Lot may be re-subdivided. Notwithstanding the foregoing to the contrary, Declarant and Declarant Affiliates may subdivide Lots in accordance with any applicable requirements of the City or Rockwall County, Texas.

ARTICLE III.
DESIGN GUIDELINES

1. Building Type.

(a) No Home shall exceed forty (40) feet in height measured from finished grade to the highest point of the roof peak and shall not be more than two (2) stories as seen from any public street.

(b) No Home shall be constructed next to or directly across the street from a Home with the same front exterior design. The Committee shall have the right to not approve plans for construction of a Home with a front exterior design that it deems, in its sole judgement, to be the same as a Home located next to or across the street from the proposed Home.

2. Minimum Floor Space. Each proposed Home submitted to the New Construction Committee on each Lot shall contain at least 1,700 square feet of air conditioned area, exclusive of all porches, garages or breezeways attached to the main dwelling.

3. Finished Floor Elevations. All Homes constructed on the Lots shall comply with the minimum finished floor elevations as set out in the Subdivision Plat, unless otherwise approved by the New Construction Committee for sound construction reasons.

4. Lot Set Back Requirements. No structure shall be located on a Lot closer to the Lot boundaries than the following set back requirements or such greater set backs as are required by the Subdivision Plat or the City or Rockwall County, Texas ordinances, as applicable:

(a) Front Yard Set Back - The front yard set back shall be as set out in the Subdivision Plat for each Lot, however, garage doors which face the street shall be set back a minimum of eighteen feet (18') from the front property line;

(b) Side Yard Set Back - The side yard set backs shall be a minimum of five (5) feet for any one side yard, and ten (10) feet for any side yard adjacent to a street, or greater than these set-backs if specified on the Subdivision Plat; and

(c) Rear Yard Set Back - The minimum rear yard set back shall be ten (10) feet.

5. Materials. At least eighty percent (80%) of the total outside wall areas of any Home (including garage) erected on any Lot shall be constructed of brick, stone, brick veneer, stone veneer, stucco type material, or other masonry materials approved by the Committee ("Masonry Material"); provided, however, one hundred percent (100%) of the front outside wall area of any Home shall be of Masonry Material. Further, if located on the front of a Home, dormers, exterior walls located over roofs, covered porches, gables or other exterior features located above a first floor plate line, are not required to be constructed of Masonry Material. A chimney located on the front exterior of a Home shall be constructed of Masonry Materials on the three (3) exterior sides. The side facing the Home may be non-masonry. Masonry Materials do not include hardiboard, hardiplank or similar materials. The outside wall areas of a Home which are not required to be of Masonry Materials shall be constructed of hardiboard, hardiplank or similar materials which are approved by the Committee.

6. Mail Boxes. Mail boxes for each Home shall be uniform and shall be constructed in accordance with guidelines prescribed by the Committee.

7. Roofs. All roofs shall be of wood shingles, simulated wood shingles, tile, slate, metal or composition shingles with a minimum twenty 20 year warranty; and all roof shingles shall be dimensional or shadow line type shingles. All wood shingles must be treated with a fire proofing substance, and before installation of wood shingles a certificate from the manufacturer or supplier stating the terms of the warranty of the fire proofing shall be presented to the Committee. All major roof lines must be pitched a minimum of six (6) inches in twelve (12) inches (this requirement will not apply to the roof area over a front porch of a Home); provided, however, all side-to-side roof lines on the front of a Home must be pitched a minimum of eight (8) inches in twelve (12) inches (this requirement will not apply to side-to-side roof lines on dormers or on the front-to-back elevations of a Home or on the roof area over a front porch of a Home). The Committee may permit a lesser pitch where such pitch is consistent with the architectural style of the Home as judged by the Committee at its sole discretion. The Committee shall approve the color of all roofs. All roof venting and roof flashing that is not painted/finished by the manufacturer, shall be painted to match roof color.

8. Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. The Committee may approve the construction of a residential dwelling with garage space for only one automobile; however, the Committee shall require at least three (3) additional "off-street" paved parking spaces located within the Lot boundaries. The interior walls of every garage shall be finished with taped and bedded sheet rock or other material acceptable to the Committee. Conversion of any carport or garage to finished space for use as an apartment or other internal part of the living area of a Home is prohibited without the prior approval of the Committee.

9. Driveways. Driveways shall be constructed of concrete or other masonry material set on a concrete base. Driveways shall provide parking space for at least two conventional automobiles within the area of the Lot.

10. Exterior Structures and Recreational Equipment. Any outbuildings constructed on the Lot shall be constructed of material complementary to the material used in the

construction of the Home. No gazebo, pool pavilion, trellis, greenhouse, storage shed or similar structure and no tennis court, basketball backboard, swing set or similar recreational equipment shall be constructed or placed upon any Lot or Home without prior written approval of the Committee. In no case shall lighting for tennis courts, basketball courts or other recreational purposes be permitted.

11. Retaining Walls. All retaining walls shall be constructed of new treated wood cross ties, stone, brick or other masonry material as approved by the Committee. After the initial construction, the cost and maintenance of such retaining walls shall be the responsibility of the property Owner of the property at the higher finished elevation of the contiguous lots. In the event that the Owners of adjacent Lots or dwellings disagree on the necessity of the construction of a retaining wall, the Committee shall be the final arbiter of such issue.

12. Drainage. Prior to construction of any improvements, including swimming pools, a drainage plan showing existing and proposed topography and ultimate direction of all storm water drainage must be submitted to the Committee for its review and approval.

ARTICLE IV

NEW CONSTRUCTION AND MODIFICATION COMMITTEES

1. Administration of Covenants and Guidelines. Responsibility for administration of the protective covenants and Design Guidelines set forth or provided for in this Second Supplemental Declaration and review of all applications for construction and modifications under this Article shall be handled by the two committees as described in Sections (2) and (3) below. The members of the Committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

2. New Construction Committee. The New Construction Committee (NCC) shall consist of at least three (3), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the Lots. Until one hundred percent (100%) of the Properties subject to the Master Declaration have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the NCC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board may, at its option, either appoint the members of the NCC, who shall thereafter serve and may be removed in the Board's discretion, or combine the NCC and the MC (hereinafter defined) into a single architectural review committee which shall assume all powers and responsibilities of both committees under this Second Supplemental Declaration. The NCC may delegate its authority as to any subdivision, if designated as a separate Village, to the Village Association, if any, so long as the NCC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate

standards at least equal to those of the NCC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice.

3. Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion of the Board. In the event the MC is not established, the NCC shall retain all power granted to the MC by this provision. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The MC may delegate its authority as to a particular Village to the Village Association, if any, so long as the MC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice. The NCC shall have the right to veto any action taken by the MC or a Village Association which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

4. Guidelines and Procedures.

(a) The Declarant or the NCC may prepare initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall apply to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. Notwithstanding the foregoing to the contrary, the Declarant, in its sole discretion, may allow an architectural review committee appointed for a particular Village to adopt and administer Design Guidelines for such Village. If such authorization is granted, the remaining provisions of this Article shall not apply to such Village unless the architectural review committee assigns its rights to the NCC or MC.

(b) The NCC may adopt the Design Guidelines at its initial organizational meeting or a subsequent meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

(c) The NCC shall make the Design Guidelines if adopted available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the County Clerk's Office, Rockwall County, Texas, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(d) The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the NCC.

(e) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate committee for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. In the event that the NCC or MC fails to approve or to disapprove an application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the NCC pursuant to Section 6 below in this Article.

5. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval ("Approved Plans"), shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval; provided, however, after the NCC has approved plans and elevations for a particular style Home for a particular Builder, such specific plans and elevations will not need to be approved again, but such Builder will be required to submit a plot plan to the NCC for approval for each site on which it intends to use such previously approved plans and elevations (appropriately identifying such pre-approved items) and such Builder shall otherwise be subject to the anti-monotony provisions of Article III, Section 1(b) and the other requirements herein.

6. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate; and no variance shall (a) be effective unless in writing; or (b) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the cost of complying with the NCC guidelines or procedures shall not be considered a hardship warranting a variance.

7. Inspection. The Declarant shall have the right, but not the obligation, to appoint third party inspectors ("Inspectors") to conduct inspections ("Inspections") of any construction or modifications pursuant to any Approved Plans, which right the Declarant may wish to exercise as the Property is in an unincorporated area. To cover the costs of such Inspections and the costs of administration of such activities, reasonable inspection fees in the amounts determined from time to time by the Declarant shall be charged to the Builder or Owner performing such construction or modifications, which shall be paid to the party designated by the Declarant within ten (10) days of the invoice or if required by Declarant, prior to and as a condition to commencing the applicable construction or modifications. If the Declarant chooses

not to exercise the rights in this section, the Board shall have the right, but not the obligation, to do so.

8. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and any Inspections are made as accommodations only, and neither the NCC, nor the MC, the Inspectors, the Declarant, Fate Land, any other Declarant Affiliates, the Association, the Board, or any committee, member, owner, director, officer, employee or agent of any of the foregoing (a) shall bear any responsibility for ensuring or be obligated to ensure (i) the structural integrity or soundness of any construction or modifications, (ii) compliance with the requirements of this Second Supplemental Declaration as amended and supplemented, other Association rules or requirements, any applicable building codes or other governmental requirements, (iii) the enforcement of any of the requirements described in clause (ii) above, or (iv) the value or quality of any improvement, or (b) be held liable for any injury, damages, costs or loss arising out of (i) the manner or quality of construction on or modifications to any Unit, (ii) the failure of any party to ensure the items described in clauses (a)(i) through (iv) above, (iii) or the failure of any party to enforce the requirements described in clause (a) (ii) above; and any Owner by accepting title to a Unit, hereby forever unconditionally releases and waives any claims for or relating to the matters described above in this Section and agrees not to pursue any of such claims in any manner whatsoever, including without limitation before any court or administrative body.

9. Enforcement.

(a) Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming and any finding by the Inspector that any improvements are not constructed in accordance with the applicable Approved Plans or are otherwise deficient shall be a violation of this Article. Upon written request from the Board or the Declarant (which request, the Board or Declarant shall have the right to make, but shall not be obligated to make), the applicable Owner shall, at its own cost and expense, either as applicable correct the violation or remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to either correct the violation or remove and restore as required, the Board or its designees shall have the right (but not the obligation) to enter the property and to correct the violation or remove the violation and restore the property to substantially the same condition as previously existed. All costs of Inspections and of any actions which the Board or its designees are authorized to take by this Article, which may include monetary fines imposed by the NCC for violation of this Article, together with the interest at the lower of the rate of 15% per annum or the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a Specific Assessment, subject to any applicable requirements of the TRP Act.

(b) Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines, in addition to the fees, costs and fines provided in the preceding paragraph, may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, nor its officers, directors or members shall be held liable to any Person for exercising the rights granted by this paragraph.

(c) In addition to the foregoing, the Association and the Declarant shall have the authority and standing (but not the obligation) to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

ARTICLE V

AMENDMENTS

1. By Declarant. Until termination of the Class "B" membership, this Second Supplemental Declaration may not be amended without the approval of the Declarant.

2. By Owners.

(a) Except as may be otherwise specifically provided herein or in the Declaration, this Second Supplemental Declaration may be amended only by (i) the affirmative vote or written consent, or any combination thereof, of more than fifty percent (50%) of the total Class "A" and Class "B" votes in the Association, and (ii) so long as the Declarant or any Declarant Affiliate owns any property described in Exhibit "A" or "B" to the Master Declaration, the consent of the Declarant.

(b) No amendment may remove, revoke, or modify any right, or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

[Signature block on next page]

EXECUTED to be effective as of the 12 day of December, 2003.

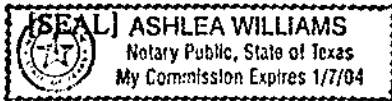
DECLARANT:

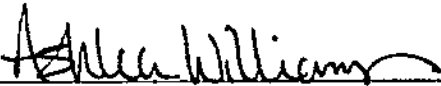
PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By: 
Julian Hawes, Jr., Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of December, 2003, by Julian Hawes, Jr., Vice President of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.




Notary Public in and for the State of Texas

Printed Name: Ashlea Williams

My Commission Expires: 1/7/04

EXHIBIT "A"
PROPERTY DESCRIPTION
0.50 ACRE TRACT

BEING a tract of land situated in the J. HODGES SURVEY, ABSTRACT NO. 103, and the S. MURPHY SURVEY, ABSTRACT NO. 148, in the City of Fate, Rockwall County, Texas, and being part of a called 348.201 acre tract of land described as Part 1 in a Special Warranty Deed from Fate Land, L.P. to PRA/FATE Development Corporation, recorded in Volume 02919, Page 188 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found for the southwest corner of the Philip Wetzel Addition, an addition to the City of Fate according to the plat thereof recorded in Cabinet E, Page 184, Map Records, Rockwall County, Texas, said rod also being a point on the north right-of-way line of State Highway No. 66 (60-foot wide right-of-way) and the southeast corner of said PRA/FATE tract;

THENCE South 79°57'41" West, along the north line of said highway and the south line of said PRA/FATE tract, a distance of 1368.70 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 10°02'19" West, leaving said north line, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 27°47'58" West, a distance of 388.93 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the POINT OF BEGINNING;

THENCE North 27°47'58" West, a distance of 210.48 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 88°44'11" East, a distance of 74.69 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at the beginning of a tangent curve to the left;

THENCE in a northeasterly direction along said tangent curve to the left having a central angle of 26°32'09" a radius of 115.00 feet and a chord bearing North 75°28'07" East, for 52.79 feet and an arc distance of 53.26 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at the end of said curve;

THENCE South 27°47'58" East, a distance of 165.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 62°12'02" West, a distance of 118.20 feet to the POINT OF BEGINNING and containing 0.50 acres of land, more or less.

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Filed for Record in:
Rockwall County

On: Dec 16, 2003 at 10:42A

As a
Recordings

Document Numbers 00295116

Amount 44.00

Receipt Number - 188688

By,
Becky Crenshaw

STATE OF TEXAS COUNTY OF ROCKWALL
I hereby certify that 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:
Rockwall County
as stamped herein by me.

Dec 16, 2003

Honorable Paulette Burks, County Clerk
Rockwall County

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

24

SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WOODCREEK AND
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WOODCREEK PHASE III-D ADDITION

03266

THE STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

622-84068
RETURN TO:
Chicago Title Insurance Company
6688 N. Central Expressway, Suite 800
Dallas, Texas 75206 214-361-6780

08064

This Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for the Woodcreek Phase III Addition (this "Supplemental Declaration"), is made on the date hereinafter set forth by PRA/Fate Development Corp., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek, which was filed for record on March 31, 2003, under clerk's file number 275591, in the land records of Rockwall County, Texas (hereinafter called the "Master Declaration"); and

WHEREAS, Declarant desires to subject the real property owned by Declarant and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), to the Master Declaration and to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof;

WHEREAS, the Property is included in the real property which, pursuant to Article IX of the Master Declaration, Declarant may unilaterally subject to the provisions of the Master Declaration; and

NOW, THEREFORE, pursuant to Article IX of the Master Declaration, Declarant hereby supplements the Master Declaration and annexes and adds thereto all of the Property so that all of the terms, conditions, covenants and restrictions of the Master Declaration shall extend to the Property as though such Property was originally described in the Master Declaration; and Declarant hereby declares that the Property shall be held, sold, transferred, conveyed, and occupied subject to the Master Declaration, as supplemented hereby, and to the covenants, restrictions, easements, liens, charges and conditions hereof. Exhibit "A" of the Master Declaration is hereby supplemented to include the Property.

SUPPLEMENTAL DECLARATION - Page 1

ARTICLE I.

DEFINITIONS

All terms shall have the definitions given them in the Master Declaration unless expressly provided otherwise herein.

ARTICLE II.

PROTECTIVE COVENANTS

1. Terms. The following terms when used in this Supplemental Declaration or any amendment or supplement hereto (unless the context clearly indicates otherwise) shall have the following concepts and meanings:

(a) "Lot" shall mean and refer to any portion of the Woodcreek Phase III-D Addition ("Addition") designated as a lot on the subdivision plat of the Property as recorded in the plat records of Rockwall County, Texas, creating a subdivision designated as Woodcreek Phase III-A Addition, Woodcreek III-B Addition, Woodcreek III-C Addition or any additional sequentially named sub-phase of Woodcreek Phase III (each a "Subdivision Plat"), excluding streets and alleys. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot. For purposes hereof and of the Master Declaration, each Addition shall be a separate Village and the Village names shall be respectively, Woodcreek Phase III-A Addition, Woodcreek Phase III-B Addition, Woodcreek Phase III-C Addition, Woodcreek Phase III-D Addition, and similarly designated sub-phase names.

(b) "Home" shall mean an individual residential dwelling unit constructed on any Lot, including any parking garage and the Lot upon which Home is located.

(c) "Committee" shall mean either the New Construction Committee or the Modifications Committee, as applicable.

(d) "Association" shall mean Woodcreek Fate Homeowners Association, Inc.

2. Land Use.

(a) All Lots (except those restricted or utilized as Common Area, park, nature reserve or the like) shall be known, described and used as lots for residential purposes only and, except as otherwise provided herein, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, constructed in place. As used herein, the term "residential purposes" shall be construed to prohibit the use of Lots for duplex houses, garage apartments, or apartment houses; or any business or similar activity, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (ii) the business activity conforms to all zoning requirements for

SUPPLEMENTAL DECLARATION - Page 2

the Lot; (iii) the business activity does not involve door-to-door solicitation of residents of the Property or visitation of the Home by clients, customers, suppliers or other business invitees (or only involves an irregular and nominal level of such visitation as determined in the sole discretion of the Board); (iv) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board; and (v) there is no signage or other advertising with the business name or anything about the business on the exterior of the Home on the Lot, on the mailbox on the Lot or otherwise on the exterior of the Home or the Lot. Except for portable storage and accessory buildings permitted pursuant to the terms of this Supplemental Declaration, no modular, prefabricated or other building or residence of any kind or character shall ever be moved onto any Lot, it being the intention that only new in place construction of residential structures shall be permitted on the Lots.

(b) Lease or rental of a Home for residential purposes shall not be considered a violation of this Supplemental Declaration so long as the lease is for not less than the entire Home and all improvements thereon and is for a term of at least six (6) months and is in compliance with this Supplemental Declaration and the Master Declaration.

3. Screening and Fences.

(a) No fences, hedges, screens, barriers or walls shall be erected or maintained on any Lot unless first approved by the Committee. No fence shall be erected, placed or altered on any Lot nearer to any front street than the front face of the Home constructed on the Lot, unless specifically approved by the Committee. Except for the perimeter of the Property where the developer may construct an eight (8) foot high fence or wall and as approved by the Committee, fences shall not exceed six (6) feet in height (unless otherwise approved by the Committee) and shall be constructed only of masonry, decorative iron or wood in accordance with current guidelines prescribed by the Committee. Limited use of decorative wood picket fencing or similar decorative wood features may be considered and approved by the Committee. The decorative side of the fence shall face the street.

(b) Chain link fences for dog runs and similar enclosures are permitted. Such fencing shall not exceed six (6) feet in height. In no case shall chain link fencing be visible from the street or adjacent properties and it shall be screened from all sides in a manner acceptable to the Committee.

(c) Air conditioning equipment and utility meters shall be placed at the side or rear of the Home. Any air conditioning unit shall be screened from adjacent properties and from the street by permanent landscape screening. Utility meters shall be fully accessible to utility employees.

(d) Pool equipment shall be placed at the side or rear of the Home such as not to be visible from the street and shall be screened from view from adjacent properties and streets by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest element of such equipment.

SUPPLEMENTAL DECLARATION - Page 3

4. Landscaping and Removal of Dirt; Limitation on Garden Crops. All Lots shall be landscaped within sixty (60) days following completion of construction of a Home thereon. Landscaping shall include placement of sod in the front yard and planting of shrubs along the front of the Home's foundation. The New Construction Committee shall have the ability to grant an extension of the time frame for completion of landscaping for seasonal conditions. In front of each Home, at least one (1) tree shall be retained or planted; and if Home is on a corner Lot, one (1) tree shall be planted or retained adjacent to each street. Unless otherwise approved by the Committee, the required trees shall have a minimum size of three (3.0") caliper inches and be one of the following species: Pecan, Cedar Elm, Live Oak, Texas Red Oak, Shumard Red Oak and Bur Oak. So as to not create a drainage problem, the digging or the removal of any dirt from any Lot is prohibited, except in conjunction with landscaping, drainage or construction of approved improvements thereon. Only landscaping consisting of sod, shrubs and trees which are generally found in quality residential neighborhoods shall be permitted in front yards, side yards and visible areas of back yards. Garden and agricultural crops and plants, such as but not limited to corn, wheat, onions, tomatoes and okra, are only permitted in back yards and then only if screened from view from adjacent properties and streets by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest variety of such crops.

5. Annoyance or Nuisances. No noxious or offensive activity may be carried on upon any Lot. Nothing shall be done upon any Lot which may be or become an annoyance or a nuisance to the neighborhood by way of odor, fumes, excess light, vibrations, dust, smoke or noise. The Board, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

6. Temporary Structures and Vehicles.

(a) Except for children's playhouses, dog houses, greenhouses, tool sheds, and gazebos, no structure of a temporary character, whether trailer, tent, shack, garage, barn or outbuilding shall be maintained or used on any Lot at any time, either temporarily or permanently; provided, however, the Committee in its sole discretion may approve other temporary structures and Declarant reserves the exclusive right for itself and home builders (subject to Committee approval) who have contracted to purchase Lots to erect, place and maintain such facilities in or upon any portions of the Lots as Declarant, in its sole discretion, deems necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Lots. Such facilities include but are not limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(b) No truck with tonnage in excess of three-quarter (3/4) ton; camper; motor home; trailer; vehicle of any type (whether or not operable); or boat (whether powered, sail or otherwise), other than a conventional automobile, may be parked, kept or stored on any Lot (except in a garage) or on any street, for more than twenty-four (24) continuous hours, unless parked, stored or placed within the garage on the appropriate Lot, or within the building lines of such Lot and screened from the view of the general public and from adjacent Lots.

7. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or Home, except, subject to the rights of the Committee and Declarant to require removal of any distasteful, unsightly, weathered or abandoned signs, one sign of not more than six (6) square feet in surface area advertising the particular Lot or residence on which the sign is situated for sale or lease. The right is reserved by Declarant to construct and maintain and to permit builders or others to construct and maintain such signs, billboards or advertising devices as are customary in connection with the general sale of residential property. Declarant reserves the right to authorize the construction of up to three (3) billboards along State Highway 66, and up to three (3) billboards along Interstate Highway 30, for commercial purposes.

8. Water, Oil and Mining Operations. No water well drilling, oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall water wells, oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for water, oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

9. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or rubble. All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public or from adjacent Lots, unless approved in writing by the Committee. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building material used in the construction of improvements erected upon any Lot may be placed upon such Lot, but not within the street right-of-way, at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

10. Visual Obstructions at the Intersections of Public Streets. No object, including vegetation, shall be permitted on any corner Lot which obstructs sight lines parallel to the ground surface at elevations between two (2) feet and six (6) feet above roadways, and lies within a triangular area on any corner Lot described by three (3) points, two (2) such points being at the edges of the paving abutting said corner Lot and at points twenty-five (25) feet back along the curb on the two (2) intersecting streets abutting said corner Lot, and the third point being the center of the corner curb abutting said Lot.

11. Antennas. Unless otherwise approved by the Committee, no antenna towers other than a traditional rooftop antenna designed to receive television broadcast signals shall be permitted which antenna must be of a customary and reasonable size and appearance as determined by the Committee. Notwithstanding the foregoing to the contrary, satellite dishes with a diameter of one (1) meter or less may be installed provided the dish is not visible from the street and is not installed on the front of the Home.

12. Animals. No animals, reptiles, livestock, insects, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose.

13. External Sculpture and Like Accessories. No sculptures, fountains, free standing flag poles, clothes lines and like accessories shall be installed, maintained or permitted on any Lot without the prior approval of the Committee.

14. Compliance With Ordinances and Regulations. All improvements constructed on Lots shall comply with, and all Lots shall be used in accordance with, applicable ordinances or regulations, as applicable, of the City of Fate, Texas (the "City"), Rockwall County, Texas and the Rockwall County Consolidated Municipal Utility District in which the Property is located, or any other applicable governmental authority.

15. Inflammatory or Explosive Cargo. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time.

16. Sales & Construction Period. Notwithstanding the provisions of this Supplemental Declaration, the Declarant or any other developer of the Property, and their respective agents, employees and assigns are permitted to maintain such facilities and carry on such activities as may be reasonably required for the completion, improvement and sale of Lots and Homes including without limitation the installation and operation of sales and construction trailers and offices, signs and model residences as may be approved by the Committee. This right to maintain such facilities and carry on such activities shall include the right to use Homes as model residences and to use any Home as an office for sale of Homes and Lots and related activities. During construction, the Owner of a Lot shall provide an enclosure of adequate size wherein all construction debris and waste shall be collected for disposal by the Owner. Once commenced, construction shall be diligently pursued to the end such that it shall be completed within twelve (12) months from the date that construction commenced on Lot.

17. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or Rockwall County, Texas, may be required by the franchise of any utility company, or authorized by the Declarant, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Property, whether upon Lots, easements, streets, or right-of-way of any type, either by the utility company or any other person or entity (including but not limited to any person owning or acquiring any part of the Property) and all utility services facilities (including but not limited to water, sewer, gas, electricity and telephone) shall be buried underground, under recreational easements, streets, or utility easement areas for the purpose of serving any structure located on any part of the Properties.

18. Minimum Lot Area. No Lot may be re-subdivided. Notwithstanding the foregoing to the contrary, Declarant and Declarant Affiliates may subdivide Lots in accordance with any applicable requirements of the City or Rockwall County, Texas.

SUPPLEMENTAL DECLARATION - Page 6

ARTICLE III.

DESIGN GUIDELINES

1. Building Type.

(a) No Home shall exceed forty (40) feet in height measured from finished grade to the highest point of the roof peak and shall not be more than two (2) stories as seen from any public street.

(b) No Home shall be constructed next to or directly across the street from a Home with the same front exterior design. The Committee shall have the right to not approve plans for construction of a Home with a front exterior design that it deems, in its sole judgement, to be the same as a Home located next to or across the street from the proposed Home.

2. Minimum Floor Space. Each proposed Home submitted to the New Construction Committee on each Lot shall contain at least 1,700 square feet of air conditioned area, exclusive of all porches, garages or breezeways attached to the main dwelling.

3. Finished Floor Elevations. All Homes constructed on the Lots shall comply with the minimum finished floor elevations as set out in the Subdivision Plat, unless otherwise approved by the New Construction Committee for sound construction reasons.

4. Lot Set Back Requirements. No structure shall be located on a Lot closer to the Lot boundaries than the following set back requirements or such greater set backs as are required by the Subdivision Plat or the City or Rockwall County, Texas ordinances, as applicable:

(a) Front Yard Set Back - The front yard set back shall be as set out in the Subdivision Plat for each Lot, however, garage doors which face the street shall be set back a minimum of eighteen feet (18') from the front property line;

(b) Side Yard Set Back - The side yard set backs shall be a minimum of five (5) feet for any one side yard, and ten (10) feet for any side yard adjacent to a street, or greater than these set-backs if specified on the Subdivision Plat; and

(c) Rear Yard Set Back - The minimum rear yard set back shall be ten (10) feet.

5. Materials. At least eighty percent (80%) of the total outside wall areas of any Home (including garage) erected on any Lot shall be constructed of brick, stone, brick veneer, stone veneer, stucco type material, or other masonry materials approved by the Committee ("Masonry Material"); provided, however, one hundred percent (100%) of the front outside wall area of any Home shall be of Masonry Material. Further, if located on the front of a Home, dormers, exterior walls located over roofs, covered porches, gables or other exterior features located above a first floor plate line, are not required to be constructed of Masonry Material. A chimney located on the front exterior of a Home shall be constructed of Masonry Materials on the three (3) exterior sides. The side facing the Home may be non-masonry. Masonry Materials do not include hardiboard, hardiplank or similar materials. The outside wall areas of a Home which are not required to be of Masonry Materials shall be constructed of hardiboard, hardiplank or similar materials which are approved by the Committee.

6. Mail Boxes. Mail boxes for each Home shall be uniform and shall be constructed in accordance with guidelines prescribed by the Committee.

7. Roofs. All roofs shall be of wood shingles, simulated wood shingles, tile, slate, metal or composition shingles with a minimum twenty 20 year warranty; and all roof shingles shall be dimensional or shadow line type shingles. All wood shingles must be treated with a fire proofing substance, and before installation of wood shingles a certificate from the manufacturer or supplier stating the terms of the warranty of the fire proofing shall be presented to the Committee. All major roof lines must be pitched a minimum of six (6) inches in twelve (12) inches (this requirement will not apply to the roof area over a front porch of a Home); provided, however, all side-to-side roof lines on the front of a Home must be pitched a minimum of eight (8) inches in twelve (12) inches (this requirement will not apply to side-to-side roof lines on dormers or on the front-to-back elevations of a Home or on the roof area over a front porch of a Home). The Committee may permit a lesser pitch where such pitch is consistent with the architectural style of the Home as judged by the Committee at its sole discretion. The Committee shall approve the color of all roofs. All roof venting and roof flashing that is not painted/finished by the manufacturer, shall be painted to match roof color.

8. Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. The Committee may approve the construction of a residential dwelling with garage space for only one automobile; however, the Committee shall require at least three (3) additional "off-street" paved parking spaces located within the Lot boundaries. The interior walls of every garage shall be finished with taped and bedded sheet rock or other material acceptable to the Committee. Conversion of any carport or garage to finished space for use as an apartment or other internal part of the living area of a Home is prohibited without the prior approval of the Committee.

9. Driveways. Driveways shall be constructed of concrete or other masonry material set on a concrete base. Driveways shall provide parking space for at least two conventional automobiles within the area of the Lot.

10. Exterior Structures and Recreational Equipment. Any outbuildings constructed on the Lot shall be constructed of material complementary to the material used in the

construction of the Home. No gazebo, pool pavilion, trellis, greenhouse, storage shed or similar structure and no tennis court, basketball backboard, swing set or similar recreational equipment shall be constructed or placed upon any Lot or Home without prior written approval of the Committee. In no case shall lighting for tennis courts, basketball courts or other recreational purposes be permitted.

11. Retaining Walls. All retaining walls shall be constructed of new treated wood cross ties, stone, brick or other masonry material as approved by the Committee. After the initial construction, the cost and maintenance of such retaining walls shall be the responsibility of the property Owner of the property at the higher finished elevation of the contiguous lots. In the event that the Owners of adjacent Lots or dwellings disagree on the necessity of the construction of a retaining wall, the Committee shall be the final arbiter of such issue.

12. Drainage. Prior to construction of any improvements, including swimming pools, a drainage plan showing existing and proposed topography and ultimate direction of all storm water drainage must be submitted to the Committee for its review and approval.

ARTICLE IV

NEW CONSTRUCTION AND MODIFICATION COMMITTEES

1. Administration of Covenants and Guidelines. Responsibility for administration of the protective covenants and Design Guidelines set forth or provided for in this Supplemental Declaration and review of all applications for construction and modifications under this Article shall be handled by the two committees as described in Sections (2) and (3) below. The members of the Committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

2. New Construction Committee. The New Construction Committee (NCC) shall consist of at least three (3), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the Lots. Until one hundred percent (100%) of the Properties subject to the Master Declaration have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the NCC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board may, at its option, either appoint the members of the NCC, who shall thereafter serve and may be removed in the Board's discretion, or combine the NCC and the MC (hereinafter defined) into a single architectural review committee which shall assume all powers and responsibilities of both committees under this Supplemental Declaration. The NCC may delegate its authority as to any subdivision, if designated as a separate Village, to the Village Association, if any, so long as the NCC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least

equal to those of the NCC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice.

3. Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion of the Board. In the event the MC is not established, the NCC shall retain all power granted to the MC by this provision. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The MC may delegate its authority as to a particular Village to the Village Association, if any, so long as the MC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice. The NCC shall have the right to veto any action taken by the MC or a Village Association which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

4. Guidelines and Procedures.

(a) The Declarant or the NCC may prepare initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall apply to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. Notwithstanding the foregoing to the contrary, the Declarant, in its sole discretion, may allow an architectural review committee appointed for a particular Village to adopt and administer Design Guidelines for such Village. If such authorization is granted, the remaining provisions of this Article shall not apply to such Village unless the architectural review committee assigns its rights to the NCC or MC.

(b) The NCC may adopt the Design Guidelines at its initial organizational meeting or a subsequent meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

(c) The NCC shall make the Design Guidelines if adopted available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the County Clerk's Office, Rockwall County, Texas, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(d) The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the NCC.

(e) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate committee for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. In the event that the NCC or MC fails to approve or to disapprove an application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the NCC pursuant to Section 6 below in this Article.

5. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval ("Approved Plans"), shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval; provided, however, after the NCC has approved plans and elevations for a particular style Home for a particular Builder, such specific plans and elevations will not need to be approved again, but such Builder will be required to submit a plot plan to the NCC for approval for each site on which it intends to use such previously approved plans and elevations (appropriately identifying such pre-approved items) and such Builder shall otherwise be subject to the anti-monotony provisions of Article III, Section 1(b) and the other requirements herein.

6. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate; and no variance shall (a) be effective unless in writing; or (b) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the cost of complying with the NCC guidelines or procedures shall not be considered a hardship warranting a variance.

7. Inspection. The Declarant shall have the right, but not the obligation, to appoint third party inspectors ("Inspectors") to conduct inspections ("Inspections") of any construction or modifications pursuant to any Approved Plans, which right the Declarant may wish to exercise as the Property is in an unincorporated area. To cover the costs of such Inspections and the costs of administration of such activities, reasonable inspection fees in the amounts determined from time to time by the Declarant shall be charged to the Builder or Owner performing such construction or modifications, which shall be paid to the party designated by the Declarant within ten (10) days of the invoice or if required by Declarant, prior to and as a condition to commencing the applicable construction or modifications. If the Declarant chooses

not to exercise the rights in this section, the Board shall have the right, but not the obligation, to do so.

8. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and any Inspections are made as accommodations only, and neither the NCC, nor the MC, the Inspectors, the Declarant, Fate Land, any other Declarant Affiliates, the Association, the Board, or any committee, member, owner, director, officer, employee or agent of any of the foregoing (a) shall bear any responsibility for ensuring or be obligated to ensure (i) the structural integrity or soundness of any construction or modifications, (ii) compliance with the requirements of this Supplemental Declaration as amended and supplemented, other Association rules or requirements, any applicable building codes or other governmental requirements, (iii) the enforcement of any of the requirements described in clause (ii) above, or (iv) the value or quality of any improvement, or (b) be held liable for any injury, damages, costs or loss arising out of (i) the manner or quality of construction on or modifications to any Unit, (ii) the failure of any party to ensure the items described in clauses (a)(i) through (iv) above, (iii) or the failure of any party to enforce the requirements described in clause (a) (ii) above; and any Owner by accepting title to a Unit, hereby forever unconditionally releases and waives any claims for or relating to the matters described above in this Section and agrees not to pursue any of such claims in any manner whatsoever, including without limitation before any court or administrative body.

9. Enforcement.

(a) Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming and any finding by the Inspector that any improvements are not constructed in accordance with the applicable Approved Plans or are otherwise deficient shall be a violation of this Article. Upon written request from the Board or the Declarant (which request, the Board or Declarant shall have the right to make, but shall not be obligated to make), the applicable Owner shall, at its own cost and expense, either as applicable correct the violation or remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to either correct the violation or remove and restore as required, the Board or its designees shall have the right (but not the obligation) to enter the property and to correct the violation or remove the violation and restore the property to substantially the same condition as previously existed. All costs of Inspections and of any actions which the Board or its designees are authorized to take by this Article, which may include monetary fines imposed by the NCC for violation of this Article, together with the interest at the lower of the rate of 15% per annum or the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment, subject to any applicable requirements of the TRP Act.

(b) Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines, in addition to the fees, costs and fines provided in the preceding paragraph, may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, nor its officers, directors or members shall be held liable to any Person for exercising the rights granted by this paragraph.

SUPPLEMENTAL DECLARATION - Page 12

(c) In addition to the foregoing, the Association and the Declarant shall have the authority and standing (but not the obligation) to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

ARTICLE V

AMENDMENTS

1. By Declarant. Until termination of the Class "B" membership, this Supplemental Declaration may not be amended without the approval of the Declarant.

2. By Owners.

(a) Except as may be otherwise specifically provided herein or in the Declaration, this Supplemental Declaration may be amended only by (i) the affirmative vote or written consent, or any combination thereof, of more than fifty percent (50%) of the total Class "A" and Class "B" votes in the Association, and (ii) so long as the Declarant or any Declarant Affiliate owns any property described in Exhibit "A" or "B" to the Master Declaration, the consent of the Declarant.

(b) No amendment may remove, revoke, or modify any right, or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

[Signature block on next page]

EXECUTED to be effective as of the 21 day of October, 2003.

DECLARANT:

PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

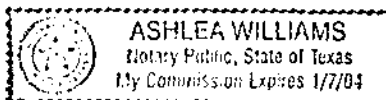
By: Julian Hawes, Jr., Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21 day of October, 2003, by Julian Hawes, Jr., Vice President of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.

[SEAL]

Ashlea Williams
Notary Public in and for the State of Texas



Printed Name: Ashlea Williams

My Commission Expires: 1/7/04

SUPPLEMENTAL DECLARATION - Page 14

County Clerk's Memo
Portions of this document not
reproducible when recorded

EXHIBIT A

PROPERTY

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BEING a tract of land situated in the J. Hodges Survey, Abstract No.103, and the S. Murphy Survey, Abstract No.148, in the City of Fate, Rockwall County, Texas, and being part of a called 348.201 acre tract of land described as Part 1 in a Special Warranty Deed from Fate Land, L.P. to PRA/FATE Development Corporation, recorded in Volume 02919, Page 00188 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found for the Southwest corner of Philip Watzel Addition, an addition to the City of Fate according to the plat thereof recorded in Cabinet E, Page 184, Map Records, Rockwall County, Texas, said rod also being a point on the North right-of-way line of State Highway No.66 (60-foot wide right-of-way) and the Southeast corner of said PRA/FATE tract;

THENCE South 79 degrees 57 minutes 41 seconds West, along the North line of said highway and the South line of said PRA/FATE tract, a distance of 574.40 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the Point of Beginning;

THENCE South 79 degrees 57 minutes 41 seconds West, along the North line of said highway and the South line of said PRA/FATE tract, a distance of 794.30 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 10 degrees 02 minutes 19 seconds West, leaving said North line, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 27 degrees 47 minutes 58 seconds West, a distance of 388.93 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 62 degrees 12 minutes 02 seconds East, a distance of 118.20 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 27 degrees 47 minutes 58 seconds East, a distance of 30.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

THENCE in a Northeasterly direction along said non-tangent curve to the left having a central angle of 16 degrees 12 minutes 02 seconds a radius of 250.00 feet and a chord bearing North 54 degrees 06 minutes 01 seconds East, for 70.45 feet and an arc distance of 70.69 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 46 degrees 00 minutes 00 seconds East, a distance of 228.76 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

EXHIBIT A

County Clerk's Memo
Portions of this document not
reproducible when recorded

EXHIBIT A PROPERTY

(CONTINUED)

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THENCE in a Northeasterly direction along said tangent curve to the right having a central angle of 42 degrees 44 minutes 11 seconds a radius of 250.00 feet and a chord bearing North 67 degrees 22 minutes 06 seconds East, for 182.18 feet and an arc distance of 186.47 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 88 degrees 44 minutes 11 seconds East, a distance of 175.11 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE in a Southeasterly direction along said tangent curve to the right having a central angle of 19 degrees 57 minutes 11 seconds a radius of 250.00 feet and a chord bearing South 81 degrees 17 minutes 03 seconds East, for 86.65 feet and an arc distance of 87.09 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 71 degrees 18 minutes 18 seconds East, a distance of 225.01 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

THENCE in a Southwesterly direction along said non-tangent curve to the left having a central angle of 28 degrees 44 minutes 58 seconds, a radius of 600.00 feet and a chord bearing South 84 degrees 19 minutes 14 seconds West, for 297.91 feet and an arc distance of 301.06 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 10 degrees 03 minutes 15 seconds East, a distance of 231.91 feet to the Point of Beginning and containing 529,495 square feet or 12.156 acres of land, more or less.

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Filed for Record in:
Rockwall County

On: Oct 24, 2003 at 11:38A

As a
Recordings

Document Numbers 00291603

Amount 46.00

Receipt Number - 106045

By,
Becky Crenshaw

STATE OF TEXAS COUNTY OF ROCKWALL
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Rockwall County
as stamped hereon by me.

Oct 24, 2003

Honorable Paulette Burks, County Clerk
Rockwall County

This document has been received by this Office for
recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

0312000210

SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WOODCREEK AND
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WOODCREEK PHASE III ADDITION

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for the Woodcreek Phase III Addition (this "Supplemental Declaration"), is made on the date hereinafter set forth by PRA/Fate Development Corp., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek, which was filed for record on March 31, 2003, under clerk's file number 275591, in the land records of Rockwall County, Texas (hereinafter called the "Master Declaration"); and

WHEREAS, Declarant desires to subject the real property owned by Declarant and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), to the Master Declaration and to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof;

WHEREAS, the Property is included in the real property which, pursuant to Article IX of the Master Declaration, Declarant may unilaterally subject to the provisions of the Master Declaration; and

NOW, THEREFORE, pursuant to Article IX of the Master Declaration, Declarant hereby supplements the Master Declaration and annexes and adds thereto all of the Property so that all of the terms, conditions, covenants and restrictions of the Master Declaration shall extend to the Property as though such Property was originally described in the Master Declaration; and Declarant hereby declares that the Property shall be held, sold, transferred, conveyed, and occupied subject to the Master Declaration, as supplemented hereby, and to the covenants, restrictions, easements, liens, charges and conditions hereof. Exhibit "A" of the Master Declaration is hereby supplemented to include the Property.

ARTICLE I.

DEFINITIONS

All terms shall have the definitions given them in the Master Declaration unless expressly provided otherwise herein.

ARTICLE II.

PROTECTIVE COVENANTS

1. Terms. The following terms when used in this Supplemental Declaration or any amendment or supplement hereto (unless the context clearly indicates otherwise) shall have the following concepts and meanings:

(a) "Lot" shall mean and refer to any portion of the Woodcreek Phase III Addition ("Addition") designated as a lot on the subdivision plat of the Property as recorded in the plat records of Rockwall County, Texas, creating a subdivision designated as Woodcreek Phase III-A Addition, Woodcreek III-B Addition, Woodcreek III-C Addition or any additional sequentially named sub-phase of Woodcreek Phase III (each a "Subdivision Plat"), excluding streets and alleys. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot. For purposes hereof and of the Master Declaration, each Addition shall be a separate Village and the Village names shall be respectively, Woodcreek Phase III-A Addition, Woodcreek Phase III-B Addition, Woodcreek Phase III-C Addition and similarly designated sub-phase names.

(b) "Home" shall mean an individual residential dwelling unit constructed on any Lot, including any parking garage and the Lot upon which Home is located.

(c) "Committee" shall mean either the New Construction Committee or the Modifications Committee, as applicable.

(d) "Association" shall mean Woodcreek Fate Homeowners Association, Inc.

2. Land Use.

(a) All Lots (except those restricted or utilized as Common Area, park, nature reserve or the like) shall be known, described and used as lots for residential purposes only and, except as otherwise provided herein, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, constructed in place. As used herein, the term "residential purposes" shall be construed to prohibit the use of Lots for duplex houses, garage apartments, or apartment houses; or any business or similar activity, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (ii) the business activity conforms to all zoning requirements for the Lot; (iii) the business activity does not involve door-to-door solicitation of residents of the

Property or visitation of the Home by clients, customers, suppliers or other business invitees (or only involves an irregular and nominal level of such visitation as determined in the sole discretion of the Board); (iv) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board; and (v) there is no signage or other advertising with the business name or anything about the business on the exterior of the Home on the Lot, on the mailbox on the Lot or otherwise on the exterior of the Home or the Lot. Except for portable storage and accessory buildings permitted pursuant to the terms of this Supplemental Declaration, no modular, prefabricated or other building or residence of any kind or character shall ever be moved onto any Lot, it being the intention that only new in place construction of residential structures shall be permitted on the Lots.

(b) Lease or rental of a Home for residential purposes shall not be considered a violation of this Supplemental Declaration so long as the lease is for not less than the entire Home and all improvements thereon and is for a term of at least six (6) months and is in compliance with this Supplemental Declaration and the Master Declaration.

3. Screening and Fences.

(a) No fences, hedges, screens, barriers or walls shall be erected or maintained on any Lot unless first approved by the Committee. No fence shall be erected, placed or altered on any Lot nearer to any front street than the front face of the Home constructed on the Lot, unless specifically approved by the Committee. Except for the perimeter of the Property where the developer may construct an eight (8) foot high fence or wall and as approved by the Committee, fences shall not exceed six (6) feet in height (unless otherwise approved by the Committee) and shall be constructed only of masonry, decorative iron or wood in accordance with current guidelines prescribed by the Committee. Limited use of decorative wood picket fencing or similar decorative wood features may be considered and approved by the Committee. The decorative side of the fence shall face the street.

(b) Chain link fences for dog runs and similar enclosures are permitted. Such fencing shall not exceed six (6) feet in height. In no case shall chain link fencing be visible from the street or adjacent properties and it shall be screened from all sides in a manner acceptable to the Committee.

(c) Air conditioning equipment and utility meters shall be placed at the side or rear of the Home. Any air conditioning unit shall be screened from adjacent properties and from the street by permanent landscape screening. Utility meters shall be fully accessible to utility employees.

(d) Pool equipment shall be placed at the side or rear of the Home such as not to be visible from the street and shall be screened from view from adjacent properties and streets by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest element of such equipment.

SUPPLEMENTAL DECLARATION - Page 3

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4. Landscaping and Removal of Dirt; Limitation on Garden Crops. All Lots shall be landscaped within sixty (60) days following completion of construction of a Home thereon. Landscaping shall include placement of sod in the front yard and planting of shrubs along the front of the Home's foundation. The New Construction Committee shall have the ability to grant an extension of the time frame for completion of landscaping for seasonal conditions. In front of each Home, at least one (1) tree shall be retained or planted; and if Home is on a corner Lot, one (1) tree shall be planted or retained adjacent to each street. Unless otherwise approved by the Committee, the required trees shall have a minimum size of three (3.0") caliper inches and be one of the following species: Pecan, Cedar Elm, Live Oak, Texas Red Oak, Shumard Red Oak and Bur Oak. So as to not create a drainage problem, the digging or the removal of any dirt from any Lot is prohibited, except in conjunction with landscaping, drainage or construction of approved improvements thereon. Only landscaping consisting of sod, shrubs and trees which are generally found in quality residential neighborhoods shall be permitted in front yards, side yards and visible areas of back yards. Garden and agricultural crops and plants, such as but not limited to corn, wheat, onions, tomatoes and okra, are only permitted in back yards and then only if screened from view from adjacent properties and streets by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest variety of such crops.

5. Annoyance or Nuisances. No noxious or offensive activity may be carried on upon any Lot. Nothing shall be done upon any Lot which may be or become an annoyance or a nuisance to the neighborhood by way of odor, fumes, excess light, vibrations, dust, smoke or noise. The Board, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

6. Temporary Structures and Vehicles.

(a) Except for children's playhouses, dog houses, greenhouses, tool sheds, and gazebos, no structure of a temporary character, whether trailer, tent, shack, garage, barn or outbuilding shall be maintained or used on any Lot at any time, either temporarily or permanently; provided, however, the Committee in its sole discretion may approve other temporary structures and Declarant reserves the exclusive right for itself and home builders (subject to Committee approval) who have contracted to purchase Lots to erect, place and maintain such facilities in or upon any portions of the Lots as Declarant, in its sole discretion, deems necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Lots. Such facilities include but are not limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(b) No truck with tonnage in excess of three-quarter (3/4) ton; camper; motor home; trailer; vehicle of any type (whether or not operable); or boat (whether powered, sail or otherwise), other than a conventional automobile, may be parked, kept or stored on any Lot (except in a garage) or on any street, for more than twenty-four (24) continuous hours, unless parked, stored or placed within the garage on the appropriate Lot, or within the building lines of such Lot and screened from the view of the general public and from adjacent Lots.

7. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or Home, except, subject to the

SUPPLEMENTAL DECLARATION - Page 4

rights of the Committee and Declarant to require removal of any distasteful, unsightly, weathered or abandoned signs, one sign of not more than six (6) square feet in surface area advertising the particular Lot or residence on which the sign is situated for sale or lease. The right is reserved by Declarant to construct and maintain and to permit builders or others to construct and maintain such signs, billboards or advertising devices as are customary in connection with the general sale of residential property. Declarant reserves the right to authorize the construction of up to three (3) billboards along State Highway 66, and up to three (3) billboards along Interstate Highway 30, for commercial purposes.

8. Water, Oil and Mining Operations. No water well drilling, oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall water wells, oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for water, oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

9. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or rubble. All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public or from adjacent Lots, unless approved in writing by the Committee. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building material used in the construction of improvements erected upon any Lot may be placed upon such Lot, but not within the street right-of-way, at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

10. Visual Obstructions at the Intersections of Public Streets. No object, including vegetation, shall be permitted on any corner Lot which obstructs sight lines parallel to the ground surface at elevations between two (2) feet and six (6) feet above roadways, and lies within a triangular area on any corner Lot described by three (3) points, two (2) such points being at the edges of the paving abutting said corner Lot and at points twenty-five (25) feet back along the curb on the two (2) intersecting streets abutting said corner Lot, and the third point being the center of the corner curb abutting said Lot.

11. Antennas. Unless otherwise approved by the Committee, no antenna towers other than a traditional rooftop antenna designed to receive television broadcast signals shall be permitted which antenna must be of a customary and reasonable size and appearance as determined by the Committee. Notwithstanding the foregoing to the contrary, satellite dishes with a diameter of one (1) meter or less may be installed provided the dish is not visible from the street and is not installed on the front of the Home.

12. Animals. No animals, reptiles, livestock, insects, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be

SUPPLEMENTAL DECLARATION - Page 5

kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose.

13. External Sculpture and Like Accessories. No sculptures, fountains, free standing flag poles, clothes lines and like accessories shall be installed, maintained or permitted on any Lot without the prior approval of the Committee.

14. Compliance With Ordinances and Regulations. All improvements constructed on Lots shall comply with, and all Lots shall be used in accordance with, applicable ordinances or regulations, as applicable, of the City of Fate, Texas (the "City"), Rockwall County, Texas and the Rockwall County Consolidated Municipal Utility District in which the Property is located, or any other applicable governmental authority.

15. Inflammatory or Explosive Cargo. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time.

16. Sales & Construction Period. Notwithstanding the provisions of this Supplemental Declaration, the Declarant or any other developer of the Property, and their respective agents, employees and assigns are permitted to maintain such facilities and carry on such activities as may be reasonably required for the completion, improvement and sale of Lots and Homes including without limitation the installation and operation of sales and construction trailers and offices, signs and model residences as may be approved by the Committee. This right to maintain such facilities and carry on such activities shall include the right to use Homes as model residences and to use any Home as an office for sale of Homes and Lots and related activities. During construction, the Owner of a Lot shall provide an enclosure of adequate size wherein all construction debris and waste shall be collected for disposal by the Owner. Once commenced, construction shall be diligently pursued to the end such that it shall be completed within twelve (12) months from the date that construction commenced on Lot.

17. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or Rockwall County, Texas, may be required by the franchise of any utility company, or authorized by the Declarant, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Property, whether upon Lots, easements, streets, or right-of-way of any type, either by the utility company or any other person or entity (including but not limited to any person owning or acquiring any part of the Property) and all utility services facilities (including but not limited to water, sewer, gas, electricity and telephone) shall be buried underground, under recreational easements, streets, or utility easement areas for the purpose of serving any structure located on any part of the Properties.

18. Minimum Lot Area. No Lot may be re-subdivided. Notwithstanding the foregoing to the contrary, Declarant and Declarant Affiliates may subdivide Lots in accordance with any applicable requirements of the City or Rockwall County, Texas.

ARTICLE III.

SUPPLEMENTAL DECLARATION - Page 6

DESIGN GUIDELINES

1. Building Type.

(a) No Home shall exceed forty (40) feet in height measured from finished grade to the highest point of the roof peak and shall not be more than two (2) stories as seen from any public street.

(b) No Home shall be constructed next to or directly across the street from a Home with the same front exterior design. The Committee shall have the right to not approve plans for construction of a Home with a front exterior design that it deems, in its sole judgement, to be the same as a Home located next to or across the street from the proposed Home.

2. Minimum Floor Space. Each proposed Home submitted to the New Construction Committee on each Lot shall contain at least 1,700 square feet of air conditioned area, exclusive of all porches, garages or breezeways attached to the main dwelling.

3. Finished Floor Elevations. All Homes constructed on the Lots shall comply with the minimum finished floor elevations as set out in the Subdivision Plat, unless otherwise approved by the New Construction Committee for sound construction reasons.

4. Lot Set Back Requirements. No structure shall be located on a Lot closer to the Lot boundaries than the following set back requirements or such greater set backs as are required by the Subdivision Plat or the City or Rockwall County, Texas ordinances, as applicable:

(a) Front Yard Set Back - The front yard set back shall be as set out in the Subdivision Plat for each Lot, however, garage doors which face the street shall be set back a minimum of eighteen feet (18') from the front property line;

(b) Side Yard Set Back - The side yard set backs shall be a minimum of five (5) feet for any one side yard, and ten (10) feet for any side yard adjacent to a street, or greater than these set-backs if specified on the Subdivision Plat; and

(c) Rear Yard Set Back - The minimum rear yard set back shall be ten (10) feet.

SUPPLEMENTAL DECLARATION - Page 7

5. Materials. At least eighty percent (80%) of the total outside wall areas of any Home (including garage) erected on any Lot shall be constructed of brick, stone, brick veneer, stone veneer, stucco type material, or other masonry materials approved by the Committee ("Masonry Material"); provided, however, one hundred percent (100%) of the front outside wall area of any Home shall be of Masonry Material. Further, if located on the front of a Home, dormers, exterior walls located over roofs, covered porches, gables or other exterior features located above a first floor plate line, are not required to be constructed of Masonry Material. A chimney located on the front exterior of a Home shall be constructed of Masonry Materials on the three (3) exterior sides. The side facing the Home may be non-masonry. Masonry Materials do not include hardiboard, hardiplank or similar materials. The outside wall areas of a Home which are not required to be of Masonry Materials shall be constructed of hardiboard, hardiplank or similar materials which are approved by the Committee.

6. Mail Boxes. Mail boxes for each Home shall be uniform and shall be constructed in accordance with guidelines prescribed by the Committee.

7. Roofs. All roofs shall be of wood shingles, simulated wood shingles, tile, slate, metal or composition shingles with a minimum twenty 20 year warranty; and all roof shingles shall be dimensional or shadow line type shingles. All wood shingles must be treated with a fire proofing substance, and before installation of wood shingles a certificate from the manufacturer or supplier stating the terms of the warranty of the fire proofing shall be presented to the Committee. All major roof lines must be pitched a minimum of six (6) inches in twelve (12) inches (this requirement will not apply to the roof area over a front porch of a Home); provided, however, all side-to-side roof lines on the front of a Home must be pitched a minimum of eight (8) inches in twelve (12) inches (this requirement will not apply to side-to-side roof lines on dormers or on the front-to-back elevations of a Home or on the roof area over a front porch of a Home). The Committee may permit a lesser pitch where such pitch is consistent with the architectural style of the Home as judged by the Committee at its sole discretion. The Committee shall approve the color of all roofs. All roof venting and roof flashing that is not painted/finished by the manufacturer, shall be painted to match roof color.

8. Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. The Committee may approve the construction of a residential dwelling with garage space for only one automobile; however, the Committee shall require at least three (3) additional "off-street" paved parking spaces located within the Lot boundaries. The interior walls of every garage shall be finished with taped and bedded sheet rock or other material acceptable to the Committee. Conversion of any carport or garage to finished space for use as an apartment or other internal part of the living area of a Home is prohibited without the prior approval of the Committee.

9. Driveways. Driveways shall be constructed of concrete or other masonry material set on a concrete base. Driveways shall provide parking space for at least two conventional automobiles within the area of the Lot.

10. Exterior Structures and Recreational Equipment. Any outbuildings constructed on the Lot shall be constructed of material complementary to the material used in the

SUPPLEMENTAL DECLARATION - Page 8

construction of the Home. No gazebo, pool pavilion, trellis, greenhouse, storage shed or similar structure and no tennis court, basketball backboard, swing set or similar recreational equipment shall be constructed or placed upon any Lot or Home without prior written approval of the Committee. In no case shall lighting for tennis courts, basketball courts or other recreational purposes be permitted.

11. Retaining Walls. All retaining walls shall be constructed of new treated wood cross ties, stone, brick or other masonry material as approved by the Committee. After the initial construction, the cost and maintenance of such retaining walls shall be the responsibility of the property Owner of the property at the higher finished elevation of the contiguous lots. In the event that the Owners of adjacent Lots or dwellings disagree on the necessity of the construction of a retaining wall, the Committee shall be the final arbiter of such issue.

12. Drainage. Prior to construction of any improvements, including swimming pools, a drainage plan showing existing and proposed topography and ultimate direction of all storm water drainage must be submitted to the Committee for its review and approval.

ARTICLE IV

NEW CONSTRUCTION AND MODIFICATION COMMITTEES

1. Administration of Covenants and Guidelines. Responsibility for administration of the protective covenants and Design Guidelines set forth or provided for in this Supplemental Declaration and review of all applications for construction and modifications under this Article shall be handled by the two committees as described in Sections (2) and (3) below. The members of the Committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

2. New Construction Committee. The New Construction Committee (NCC) shall consist of at least three (3), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the Lots. Until one hundred percent (100%) of the Properties subject to the Master Declaration have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the NCC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board may, at its option, either appoint the members of the NCC, who shall thereafter serve and may be removed in the Board's discretion, or combine the NCC and the MC (hereinafter defined) into a single architectural review committee which shall assume all powers and responsibilities of both committees under this Supplemental Declaration. The NCC may delegate its authority as to any subdivision, if designated as a separate Village, to the Village Association, if any, so long as the NCC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least

equal to those of the NCC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice.

3. Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion of the Board. In the event the MC is not established, the NCC shall retain all power granted to the MC by this provision. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The MC may delegate its authority as to a particular Village to the Village Association, if any, so long as the MC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice. The NCC shall have the right to veto any action taken by the MC or a Village Association which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

4. Guidelines and Procedures.

(a) The Declarant or the NCC may prepare initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall apply to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. Notwithstanding the foregoing to the contrary, the Declarant, in its sole discretion, may allow an architectural review committee appointed for a particular Village to adopt and administer Design Guidelines for such Village. If such authorization is granted, the remaining provisions of this Article shall not apply to such Village unless the architectural review committee assigns its rights to the NCC or MC.

(b) The NCC may adopt the Design Guidelines at its initial organizational meeting or a subsequent meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

(c) The NCC shall make the Design Guidelines if adopted available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the County Clerk's Office, Rockwall County, Texas, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(d) The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the NCC.

SUPPLEMENTAL DECLARATION - Page 10

(c) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate committee for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. In the event that the NCC or MC fails to approve or to disapprove an application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the NCC pursuant to Section 6 below in this Article.

5. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval ("Approved Plans"), shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval; provided, however, after the NCC has approved plans and elevations for a particular style Home for a particular Builder, such specific plans and elevations will not need to be approved again, but such Builder will be required to submit a plot plan to the NCC for approval for each site on which it intends to use such previously approved plans and elevations (appropriately identifying such pre-approved items) and such Builder shall otherwise be subject to the anti-monotony provisions of Article III, Section 1(b) and the other requirements herein.

6. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate; and no variance shall (a) be effective unless in writing; or (b) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the cost of complying with the NCC guidelines or procedures shall not be considered a hardship warranting a variance.

7. Inspection. The Declarant shall have the right, but not the obligation, to appoint third party inspectors ("Inspectors") to conduct inspections ("Inspections") of any construction or modifications pursuant to any Approved Plans, which right the Declarant may wish to exercise as the Property is in an unincorporated area. To cover the costs of such Inspections and the costs of administration of such activities, reasonable inspection fees in the amounts determined from time to time by the Declarant shall be charged to the Builder or Owner performing such construction or modifications, which shall be paid to the party designated by the Declarant within ten (10) days of the invoice or if required by Declarant, prior to and as a condition to commencing the applicable construction or modifications. If the Declarant chooses

not to exercise the rights in this section, the Board shall have the right, but not the obligation, to do so.

8. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and any inspections are made as accommodations only, and neither the NCC, nor the MC, the Inspectors, the Declarant, Fate Land, any other Declarant Affiliates, the Association, the Board, or any committee, member, owner, director, officer, employee or agent of any of the foregoing (a) shall bear any responsibility for ensuring or be obligated to ensure (i) the structural integrity or soundness of any construction or modifications, (ii) compliance with the requirements of this Supplemental Declaration as amended and supplemented, other Association rules or requirements, any applicable building codes or other governmental requirements, (iii) the enforcement of any of the requirements described in clause (ii) above, or (iv) the value or quality of any improvement, or (b) be held liable for any injury, damages, costs or loss arising out of (i) the manner or quality of construction on or modifications to any Unit, (ii) the failure of any party to ensure the items described in clauses (a)(i) through (iv) above, (iii) or the failure of any party to enforce the requirements described in clause (a) (ii) above; and any Owner by accepting title to a Unit, hereby forever unconditionally releases and waives any claims for or relating to the matters described above in this Section and agrees not to pursue any of such claims in any manner whatsoever, including without limitation before any court or administrative body.

9. Enforcement.

(a) Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming and any finding by the Inspector that any improvements are not constructed in accordance with the applicable Approved Plans or are otherwise deficient shall be a violation of this Article. Upon written request from the Board or the Declarant (which request, the Board or Declarant shall have the right to make, but shall not be obligated to make), the applicable Owner shall, at its own cost and expense, either as applicable correct the violation or remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to either correct the violation or remove and restore as required, the Board or its designees shall have the right (but not the obligation) to enter the property and to correct the violation or remove the violation and restore the property to substantially the same condition as previously existed. All costs of inspections and of any actions which the Board or its designees are authorized to take by this Article, which may include monetary fines imposed by the NCC for violation of this Article, together with the interest at the lower of the rate of 15% per annum or the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a Specific Assessment, subject to any applicable requirements of the TRP Act.

(b) Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines, in addition to the fees, costs and fines provided in the preceding paragraph, may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, nor its officers, directors or members shall be held liable to any Person for exercising the rights granted by this paragraph.

SUPPLEMENTAL DECLARATION - Page 12

(c) In addition to the foregoing, the Association and the Declarant shall have the authority and standing (but not the obligation) to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

ARTICLE V

AMENDMENTS

1. By Declarant. Until termination of the Class "B" membership, this Supplemental Declaration may not be amended without the approval of the Declarant.

2. By Owners.

(a) Except as may be otherwise specifically provided herein or in the Declaration, this Supplemental Declaration may be amended only by (i) the affirmative vote or written consent, or any combination thereof, of more than fifty percent (50%) of the total Class "A" and Class "B" votes in the Association, and (ii) so long as the Declarant or any Declarant Affiliate owns any property described in Exhibit "A" or "B" to the Master Declaration, the consent of the Declarant.

(b) No amendment may remove, revoke, or modify any right, or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

[Signature block on next page]

EXECUTED to be effective as of the 23rd day of July, 2003.

DECLARANT:

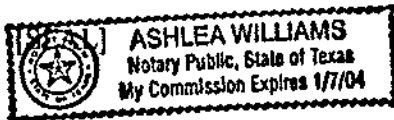
PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

By: Julian Hawes, Jr.
Julian Hawes, Jr., Vice President

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 23 day of July, 2003,
by Julian Hawes, Jr., Vice President of PRA/Fate Development Corp., a Texas corporation, on
behalf of said corporation.



Ashlea Williams
Notary Public in and for the State of Texas

Printed Name: Ashlea Williams

My Commission Expires: 1/7/04

Return to:
Mr. Jay Hawes
PRA/Fate Development Corp.
17440 D. Dallas Fwy #230
Dallas, TX 75287

SUPPLEMENTAL DECLARATION - Page 14

EXHIBIT "A"

Description of Property

03120
00224

DESCRIPTION
68.556 ACRE TRACT

BEING a tract of land situated in the M. CRABTREE SURVEY, ABSTRACT NO. 61, the J. HODGES SURVEY, ABSTRACT NO. 103, D. THEDFORD SURVEY, ABSTRACT NO. 208, and the S.B. CRABTREE SURVEY, ABSTRACT NO. 57, in the City of Fate, Rockwall County, Texas, and being part of a called 348.201 acres tract of land described as Part 1 in a deed from Fate Land, L.P. to PRA/Fate Development Corporation, recorded in Volume 02919, Page 00188 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set at the southeast corner of the Smith-Housewrite Sub-Division, an addition to the City of Fate, as recorded in Cabinet A, Page 49, Map Records, Rockwall County, Texas, and a point on the north right-of-way line of State Highway No. 66 (60' right-of-way), said rod also being a southwest corner of said 348.201 acres tract;

THENCE North 01°25'41" West, along the east line of said Smith-Housewrite addition and the prolongation thereof, a distance of 720.63 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the northeast corner of a tract of land as described to Thomas H. Willmon and wife Betty M. Willmon, as recorded in Volume 02031, Page 00283, Deed Records, Rockwall County, Texas, said rod also being an ell corner of said 348.201 acres tract;

THENCE South 89°12'02" West, along the north line of said Willmon tract and the prolongation thereof, a distance of 562.54 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the south line of said 348.201 acres tract and a point on the north line of the First Baptist Church of Fate, an Addition to the City of Fate, Rockwall County, Texas, and recorded in Cabinet C, Page 361, Map Records, Rockwall County, Texas;

THENCE North 00°47'58" West, leaving north line of said church addition, a distance of 118.20 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°12'02" West, a distance of 7.54 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°47'58" West, a distance of 227.26 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 54°36'49" West, a distance of 192.53 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 55°38'28" West, a distance of 82.89 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 34°21'32" West, a distance of 118.20 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4078" set for the beginning of a non-tangent curve to the right;

THENCE in a southwesterly direction along said non-tangent curve to the right having a central angle of 00°06'37" a radius of 2288.20 and a chord bearing South 55°41'47" West, for 4.41 feet and an arc distance of 4.41 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 34°14'54" West, a distance of 188.20 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

THENCE in a northwesterly direction along said non-tangent curve to the left having a central angle of 35°10'11" a radius of 2100.00 feet and a chord bearing North 38°10'00" East, for 1268.90 feet and an arc distance of 1289.04 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve at a point on the south line of said 191.424 acres tract, and a point on the interior north line of said 348.201 acres tract;

THENCE South 69°25'06" East, along the south line of said 191.424 acres tract and the north line of said 348.201 acres tract, a distance of 182.33 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°29'55" East, along the south line of said 191.424 acres tract and the interior north line of said 348.201 acres tract, a distance of 682.86 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 64°39'21" East, along the south line of said 191.424 acres tract and the interior north line of said 348.201 acres tract, a distance of 891.36 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the most northerly northwest corner of the Town of Fate, an addition to the City of Fate according to the plat thereof recorded in Cabinet O, Page 446 of the Map Records of Rockwall County, Texas, and also being the most southerly corner of said 191.424 acres tract and an ell corner of said 348.201 acres tract;

THENCE South 01°08'51" East, along the west line of said addition and the most east line of said 348.201 acres tract, a distance of 542.22 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 88°51'09" West, along an interior north line of said addition and a south line of said 348.201 acres tract, a distance of 580.61 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 01°05'41" West, leaving interior north line of said addition, a distance of 199.82 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 88°54'19" West, a distance of 400.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the northwest corner of a tract of land as described to the Town of Fate, recorded in Volume 121, Page 544, Deed Records, Rockwall County, Texas;

THENCE South 01°05'41" East, a distance of 200.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the southwest corner of said Town of Fate tract;

THENCE North 88°54'19" East, a distance of 200.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the southeast corner of said Town of Fate tract;

THENCE North 88°51'09" East, a distance of 82.06 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the most west northwest corner of aforementioned addition and also being an ell corner of said 348.201 acres tract;

THENCE South 01°08'51" East, along the most west line of said addition and the east line of said 348.201 acres tract, a distance of 798.93 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the southwest corner of said addition and being a point on the north right-of-way line of said State Highway No. 66 and also being the southeast corner of said 348.201 acres tract;

THENCE South 46°04'39" West, along the north line of said State Highway No. 66 and the south line of said 348.201 acres tract, a distance of 584.56 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE in a southwesterly direction along said tangent curve to the right having a central angle of 33°53'03" a radius of 625.00 feet and a chord bearing South 63°01'10" West, for 364.26 feet and an arc distance of 369.62 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve at a point on the north line of said State Highway No. 66 and a point on the south line of said 348.201 acres tract;

THENCE South 79°57'41" West, along the north line of said State Highway No. 66 and the south line of said 348.201 acres tract, a distance of 32.04 feet to the POINT OF BEGINNING and containing 2,986,281 square feet or 68.556 acres of land, more or less.

DESCRIPTION
40.258 ACRE TRACT

BEING a tract of land situated in the J. HODGES SURVEY, ABSTRACT NO. 103, and the S. MURPHY SURVEY, ABSTRACT NO. 148, in the City of Fate, Rockwall County, Texas, and being part of a called 348.201 acres tract of land described as Part 1 in a Special Warranty Deed from Fate Land, L.P. to PRA/FATE Development Corporation, recorded in Volume 02919, Page 00188 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found at the southwest corner of Philip Wetzel Addition, an addition to the City of Fate according to the plat thereof recorded in Cabinet E, Page 184, Map Records, Rockwall County, Texas, said rod also being a point on the north right-of-way line State Highway No. 66 (60-foot wide right-of-way) and the southeast corner of said PRA/FATE tract;

THENCE South 79°57'41" West, along the north line of said highway and the south line of said PRA/FATE tract, a distance of 574.40 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 10°03'15" West, leaving said north line, a distance of 231.91 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE in a northeasterly direction along said tangent curve to the right having a central angle of 28°44'58" a radius of 600.00 feet and a chord bearing North 04°19'14" East, for 297.91 feet and an arc distance of 301.06 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the POINT OF BEGINNING;

THENCE North 71°18'18" West, a distance of 225.01 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE in a northwesterly direction along said tangent curve to the left having a central angle of 19°57'31" a radius of 250.00 feet and a chord bearing North 81°17'03" West, for 86.65 feet and an arc distance of 87.09 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 88°44'11" West, a distance of 175.11 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE in a southwesterly direction along said tangent curve to the left having a central angle of 42°44'11" a radius of 250.00 feet and a chord bearing South 67°22'06" West, for 182.18 feet and an arc distance of 186.47 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South 46°00'00" West, a distance of 226.76 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE in a southwesterly direction along said tangent curve to the right having a central angle of 16°12'02" a radius of 250.00 feet and a chord bearing South 54°06'01" West, for 70.45 feet and an arc distance of 70.69 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North 27°47'58" West, a distance of 135.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the right;

THENCE in a southwesterly direction along said non-tangent curve to the right having a central angle of $26^{\circ}32'09''$ a radius of 115.00 feet and a chord bearing South $75^{\circ}28'07''$ West, for 52.79 feet and an arc distance of 53.26 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South $88^{\circ}44'11''$ West, a distance of 730.60 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the west line of said PRA/FATE tract and also being a point in the center of Ben Payne Road (undedicated public road);

THENCE North $01^{\circ}15'49''$ West, along the west line of said PRA/FATE tract and generally along the center line of said Ben Payne Road, a distance of 945.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the northwest corner of said PRA/FATE tract and the southwest corner of the remainder tract of Fate Land, L.P., recorded in Volume 02919, Page 00099, Deed Records, Rockwall County, Texas, said rod also being at a point in the center of said road;

THENCE North $88^{\circ}44'11''$ East, along the north line of said PRA/FATE tract and the south line of the remainder tract of said Fate Land tract, a distance of 1573.02 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE in a northeasterly direction along said tangent curve to the left having a central angle of $12^{\circ}02'08''$ a radius of 2050.00 feet and a chord bearing North $82^{\circ}43'07''$ East, for 429.83 feet and an arc distance of 430.62 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South $13^{\circ}19'35''$ East, a distance of 225.34 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE in a southwesterly direction along said tangent curve to the right having a central angle of $50^{\circ}37'08''$ a radius of 400.00 feet and a chord bearing South $11^{\circ}59'04''$ West, for 342.01 feet and an arc distance of 353.39 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE South $37^{\circ}17'39''$ West, for 263.99 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE in a southwesterly direction along said tangent curve to the left having a central angle of $18^{\circ}35'56''$ a radius of 600.00 feet and a chord bearing South $27^{\circ}59'41''$ West, for 193.91 feet and an arc distance of 194.77 feet to the POINT OF BEGINNING and containing 1,753,658 square feet or 40.258 acres of land, more or less.

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By,
Twyla Starr

STATE OF TEXAS COUNTY OF ROCKWALL
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and was duly recorded in the volume and page
of the named records of:
Rockwall County
as stamped herein by me.

Jul 30, 2003

Honorable Paulette Berks, County Clerk
Rockwall County

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SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WOODCREEK AND
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WOODCREEK PHASE II ADDITION

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

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Chicago Title Insurance Company
Southwest Region Commercial Center
2001 Bryan Street, Suite 1700
Dallas, Texas 75201 214-303-5300
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This Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for the Woodcreek Phase II Addition (this "Supplemental Declaration"), is made on the date hereinafter set forth by PRA/Fate Development Corp., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek, which was filed for record on 3/31/03, under clerk's file number 275591, in the land records of Rockwall County, Texas (hereinafter called the "Master Declaration"); and

WHEREAS, Declarant desires to subject the real property owned by Declarant and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), to the Master Declaration and to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof;

WHEREAS, the Property is included in the real property which, pursuant to Article IX of the Master Declaration, Declarant may unilaterally subject to the provisions of the Master Declaration; and

NOW, THEREFORE, pursuant to Article IX of the Master Declaration, Declarant hereby supplements the Master Declaration and annexes and adds thereto all of the Property so that all of the terms, conditions, covenants and restrictions of the Master Declaration shall extend to the Property as though such Property was originally described in the Master Declaration; and Declarant hereby declares that the Property shall be held, sold, transferred, conveyed, and occupied subject to the Master Declaration, as supplemented hereby, and to the covenants, restrictions, easements, liens, charges and conditions hereof. Exhibit "A" of the Master Declaration is hereby supplemented to include the Property.

ARTICLE I.

DEFINITIONS

All terms shall have the definitions given them in the Master Declaration unless expressly provided otherwise herein.

ARTICLE II.

PROTECTIVE COVENANTS

1. Terms. The following terms when used in this Supplemental Declaration or any amendment or supplement hereto (unless the context clearly indicates otherwise) shall have the following concepts and meanings:

(a) "Lot" shall mean and refer to any portion of the Woodcreek Phase II Addition ("Addition") designated as a lot on the subdivision plats of the Property as recorded in the plat records of Rockwall County, Texas, creating subdivisions designated as, Woodcreek Phase II-A Addition, Woodcreek Phase II-B Addition, Woodcreek Phase II-C Addition or any additional sequentially named sub-phase of Woodcreek Phase II (each a "Subdivision Plat"), excluding streets and alleys. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot. For purposes hereof and of the Master Declaration, each Addition shall be a separate Village and the Village names shall be respectively, Woodcreek Phase II-A Addition, Woodcreek Phase II-B Addition, Woodcreek Phase II-C Addition and similarly designated sub-phase names.

(b) "Home" shall mean an individual residential dwelling unit constructed on any Lot, including any parking garage and the Lot upon which Home is located.

(c) "Committee" shall mean either the New Construction Committee or the Modifications Committee, as applicable.

(d) "Association" shall mean Woodcreek Fate Homeowners Association, Inc.

2. Land Use.

(a) All Lots (except those restricted or utilized as Common Area, park, nature reserve or the like) shall be known, described and used as lots for residential purposes only and, except as otherwise provided herein, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, constructed in place. As used herein, the term "residential purposes" shall be construed to prohibit the use of Lots for duplex houses, garage apartments, or apartment houses; or any business or similar activity, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (ii) the business activity conforms to all zoning requirements for the Lot; (iii) the business activity does not involve door-to-door solicitation of residents of the

Property or visitation of the Home by clients, customers, suppliers or other business invitees (or only involves an irregular and nominal level of such visitation as determined in the sole discretion of the Board); (iv) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board; and (v) there is no signage or other advertising with the business name or anything about the business on the exterior of the Home on the Lot, on the mailbox on the Lot or otherwise on the exterior of the Home or the Lot. Except for portable storage and accessory buildings permitted pursuant to the terms of this Supplemental Declaration, no modular, prefabricated or other building or residence of any kind or character shall ever be moved onto any Lot, it being the intention that only new in place construction of residential structures shall be permitted on the Lots.

(b) Lease or rental of a Home for residential purposes shall not be considered a violation of this Supplemental Declaration so long as the lease is for not less than the entire Home and all improvements thereon and is for a term of at least six (6) months and is in compliance with this Supplemental Declaration and the Master Declaration.

3. Screening and Fences.

(a) No fences, hedges, screens, barriers or walls shall be erected or maintained on any Lot unless first approved by the Committee. No fence shall be erected, placed or altered on any Lot nearer to any front street than the front face of the Home constructed on the Lot, unless specifically approved by the Committee. Except for the perimeter of the Property where the developer may construct an eight (8) foot high fence or wall and as approved by the Committee, fences shall not exceed six (6) feet in height (unless otherwise approved by the Committee) and shall be constructed only of masonry, decorative iron or wood in accordance with current guidelines prescribed by the Committee. Limited use of decorative wood picket fencing or similar decorative wood features may be considered and approved by the Committee. The decorative side of the fence shall face the street.

(b) Chain link fences for dog runs and similar enclosures are permitted. Such fencing shall not exceed six (6) feet in height. In no case shall chain link fencing be visible from the street or adjacent properties and it shall be screened from all sides in a manner acceptable to the Committee.

(c) Air conditioning equipment and utility meters shall be placed at the side or rear of the Home. Any air conditioning unit shall be screened from adjacent properties and from the street by permanent landscape screening. Utility meters shall be fully accessible to utility employees.

(d) Pool equipment shall be placed at the side or rear of the Home such as not to be visible from the street and shall be screened from view from adjacent properties and streets by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest element of such equipment.

4. Landscaping and Removal of Dirt; Limitation on Garden Crops. All Lots shall be landscaped within sixty (60) days following completion of construction of a Home thereon. Landscaping shall include placement of sod in the front yard and planting of shrubs along the front of the Home's foundation. The New Construction Committee shall have the ability to grant an extension of the time frame for completion of landscaping for seasonal conditions. In front of each Home, at least one (1) tree shall be retained or planted; and if Home is on a corner Lot, one (1) tree shall be planted or retained adjacent to each street. Unless otherwise approved by the Committee, the required trees shall have a minimum size of three (3.0") caliper inches and be one of the following species: Pecan, Cedar Elm, Live Oak, Texas Red Oak, Shumard Red Oak and Bur Oak. So as to not create a drainage problem, the digging or the removal of any dirt from any Lot is prohibited, except in conjunction with landscaping, drainage or construction of approved improvements thereon. Only landscaping consisting of sod, shrubs and trees which are generally found in quality residential neighborhoods shall be permitted in front yards, side yards and visible areas of back yards. Garden and agricultural crops and plants, such as but not limited to corn, wheat, onions, tomatoes and okra, are only permitted in back yards and then only if screened from view from adjacent properties and streets by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest variety of such crops.

5. Annoyance or Nuisances. No noxious or offensive activity may be carried on upon any Lot. Nothing shall be done upon any Lot which may be or become an annoyance or a nuisance to the neighborhood by way of odor, fumes, excess light, vibrations, dust, smoke or noise. The Board, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

6. Temporary Structures and Vehicles.

(a) Except for children's playhouses, dog houses, greenhouses, tool sheds, and gazebos, no structure of a temporary character, whether trailer, tent, shack, garage, barn or outbuilding shall be maintained or used on any Lot at any time, either temporarily or permanently; provided, however, the Committee in its sole discretion may approve other temporary structures and Declarant reserves the exclusive right for itself and home builders (subject to Committee approval) who have contracted to purchase Lots to erect, place and maintain such facilities in or upon any portions of the Lots as Declarant, in its sole discretion, deems necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Lots. Such facilities include but are not limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(b) No truck with tonnage in excess of three-quarter (3/4) ton; camper; motor home; trailer; vehicle of any type (whether or not operable); or boat (whether powered, sail or otherwise), other than a conventional automobile, may be parked, kept or stored on any Lot (except in a garage) or on any street, for more than twenty-four (24) continuous hours, unless parked, stored or placed within the garage on the appropriate Lot, or within the building lines of such Lot and screened from the view of the general public and from adjacent Lots.

7. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or Home, except, subject to the

rights of the Committee and Declarant to require removal of any distasteful, unsightly, weathered or abandoned signs, one sign of not more than six (6) square feet in surface area advertising the particular Lot or residence on which the sign is situated for sale or lease. The right is reserved by Declarant to construct and maintain and to permit builders or others to construct and maintain such signs, billboards or advertising devices as are customary in connection with the general sale of residential property. Declarant reserves the right to authorize the construction of up to three (3) billboards along State Highway 66, and up to three (3) billboards along Interstate Highway 30, for commercial purposes.

8. Water, Oil and Mining Operations. No water well drilling, oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall water wells, oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for water, oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

9. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or rubble. All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public or from adjacent Lots, unless approved in writing by the Committee. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building material used in the construction of improvements erected upon any Lot may be placed upon such Lot, but not within the street right-of-way, at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

10. Visual Obstructions at the Intersections of Public Streets. No object, including vegetation, shall be permitted on any corner Lot which obstructs sight lines parallel to the ground surface at elevations between two (2) feet and six (6) feet above roadways, and lies within a triangular area on any corner Lot described by three (3) points, two (2) such points being at the edges of the paving abutting said corner Lot and at points twenty-five (25) feet back along the curb on the two (2) intersecting streets abutting said corner Lot, and the third point being the center of the corner curb abutting said Lot.

11. Antennas. Unless otherwise approved by the Committee, no antenna towers other than a traditional rooftop antenna designed to receive television broadcast signals shall be permitted which antenna must be of a customary and reasonable size and appearance as determined by the Committee. Notwithstanding the foregoing to the contrary, satellite dishes with a diameter of one (1) meter or less may be installed provided the dish is not visible from the street and is not installed on the front of the Home.

12. Animals. No animals, reptiles, livestock, insects, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be

kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose.

13. External Sculpture and Like Accessories. No sculptures, fountains, free standing flag poles, clothes lines and like accessories shall be installed, maintained or permitted on any Lot without the prior approval of the Committee.

14. Compliance With Ordinances and Regulations. All improvements constructed on Lots shall comply with, and all Lots shall be used in accordance with, applicable ordinances or regulations, as applicable, of the City of Fate, Texas (the "City"), Rockwall County, Texas and the Rockwall County Consolidated Municipal Utility District in which the Property is located, or any other applicable governmental authority.

15. Inflammatory or Explosive Cargo. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time.

16. Sales & Construction Period. Notwithstanding the provisions of this Supplemental Declaration, the Declarant or any other developer of the Property, and their respective agents, employees and assigns are permitted to maintain such facilities and carry on such activities as may be reasonably required for the completion, improvement and sale of Lots and Homes including without limitation the installation and operation of sales and construction trailers and offices, signs and model residences as may be approved by the Committee. This right to maintain such facilities and carry on such activities shall include the right to use Homes as model residences and to use any Home as an office for sale of Homes and Lots and related activities. During construction, the Owner of a Lot shall provide an enclosure of adequate size wherein all construction debris and waste shall be collected for disposal by the Owner. Once commenced, construction shall be diligently pursued to the end such that it shall be completed within twelve (12) months from the date that construction commenced on Lot.

17. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or Rockwall County, Texas, may be required by the franchise of any utility company, or authorized by the Declarant, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Property, whether upon Lots, easements, streets, or right-of-way of any type, either by the utility company or any other person or entity (including but not limited to any person owning or acquiring any part of the Property) and all utility services facilities (including but not limited to water, sewer, gas, electricity and telephone) shall be buried underground, under recreational easements, streets, or utility easement areas for the purpose of serving any structure located on any part of the Properties.

18. Minimum Lot Area. No Lot may be re-subdivided. Notwithstanding the foregoing to the contrary, Declarant and Declarant Affiliates may subdivide Lots in accordance with any applicable requirements of the City or Rockwall County, Texas.

ARTICLE III.

DESIGN GUIDELINES

1. Building Type.

(a) No Home shall exceed forty (40) feet in height measured from finished grade to the highest point of the roof peak and shall not be more than two (2) stories as seen from any public street.

(b) No Home shall be constructed next to or directly across the street from a Home with the same front exterior design. The Committee shall have the right to not approve plans for construction of a Home with a front exterior design that it deems, in its sole judgement, to be the same as a Home located next to or across the street from the proposed Home.

2. Minimum Floor Space. Each proposed Home submitted to the New Construction Committee on each Lot shall contain at least 1,000 square feet of air conditioned area, exclusive of all porches, garages or breezeways attached to the main dwelling.

3. Finished Floor Elevations. All Homes constructed on the Lots shall comply with the minimum finished floor elevations as set out in the Subdivision Plat, unless otherwise approved by the New Construction Committee for sound construction reasons.

4. Lot Set Back Requirements. No structure shall be located on a Lot closer to the Lot boundaries than the following set back requirements or such greater set backs as are required by the Subdivision Plat or the City or Rockwall County, Texas ordinances, as applicable:

(a) Front Yard Set Back - The front yard set back shall be as set out in the Subdivision Plat for each Lot, however, garage doors which face the street shall be set back a minimum of eighteen feet (18') from the front property line;

(b) Side Yard Set Back - The side yard set backs shall be a minimum of five (5) feet for any one side yard, and ten (10) feet for any side yard adjacent to a street, or greater than these set-backs if specified on the Subdivision Plat; and

(c) Rear Yard Set Back - The minimum rear yard set back shall be ten (10) feet.

5. Materials. At least fifty percent (50%) of the total outside wall areas of any Home (including garage) erected on any Lot shall be constructed of brick, stone, brick veneer, stone veneer, stucco type material, or other masonry materials approved by the Committee ("Masonry Material"); provided, however, one hundred percent (100%) of the front outside wall area of any Home shall be of Masonry Material. Further, if located on the front of a Home, dormers, exterior walls located over roofs, covered porches, gables or other exterior features located above a first floor plate line, are not required to be constructed of Masonry Material. A chimney located on the front exterior of a Home shall be constructed of Masonry Materials on the three (3) exterior sides. The side facing the Home may be non-masonry. Masonry Materials do not include hardiboard, hardiplank or similar materials. The outside wall areas of a Home which are not required to be of Masonry Materials shall be constructed of hardiboard, hardiplank or similar materials which are approved by the Committee.

6. Mail Boxes. Mail boxes for each Home shall be uniform and shall be constructed in accordance with guidelines prescribed by the Committee.

7. Roofs. All roofs shall be of wood shingles, simulated wood shingles, tile, slate, metal or composition shingles with a minimum twenty 20 year warranty. All wood shingles must be treated with a fire proofing substance, and before installation of wood shingles a certificate from the manufacturer or supplier stating the terms of the warranty of the fire proofing shall be presented to the Committee. All major roof lines must be pitched a minimum of six (6) inches in twelve (12) inches (this requirement will not apply to the roof area over a front porch of a Home). The Committee may permit a lesser pitch where such pitch is consistent with the architectural style of the Home as judged by the Committee at its sole discretion. The Committee shall approve the color of all roofs. All roof venting and roof flashing that is not painted/finished by the manufacturer, shall be painted to match roof color.

8. Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. The Committee may approve the construction of a residential dwelling with garage space for only one automobile; however, the Committee shall require at least three (3) additional "off-street" paved parking spaces located within the Lot boundaries. The interior walls of every garage shall be finished with taped and bedded sheet rock or other material acceptable to the Committee. Conversion of any carport or garage to finished space for use as an apartment or other internal part of the living area of a Home is prohibited without the prior approval of the Committee.

9. Driveways. Driveways shall be constructed of concrete or other masonry material set on a concrete base. Driveways shall provide parking space for at least two conventional automobiles within the area of the Lot.

10. Exterior Structures and Recreational Equipment. Any outbuildings constructed on the Lot shall be constructed of material complementary to the material used in the construction of the Home. No gazebo, pool pavilion, trellis, greenhouse, storage shed or similar structure and no tennis court, basketball backboard, swing set or similar recreational equipment shall be constructed or placed upon any Lot or Home without prior written approval of the

Committee. In no case shall lighting for tennis courts, basketball courts or other recreational purposes be permitted.

11. Retaining Walls. All retaining walls shall be constructed of new treated wood cross ties, stone, brick or other masonry material as approved by the Committee. After the initial construction, the cost and maintenance of such retaining walls shall be the responsibility of the property Owner of the property at the higher finished elevation of the contiguous lots. In the event that the Owners of adjacent Lots or dwellings disagree on the necessity of the construction of a retaining wall, the Committee shall be the final arbiter of such issue.

12. Drainage. Prior to construction of any improvements, including swimming pools, a drainage plan showing existing and proposed topography and ultimate direction of all storm water drainage must be submitted to the Committee for its review and approval.

ARTICLE IV

NEW CONSTRUCTION AND MODIFICATION COMMITTEES

1. Administration of Covenants and Guidelines. Responsibility for administration of the protective covenants and Design Guidelines set forth or provided for in this Supplemental Declaration and review of all applications for construction and modifications under this Article shall be handled by the two committees as described in Sections (2) and (3) below. The members of the Committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

2. New Construction Committee. The New Construction Committee (NCC) shall consist of at least three (3), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the Lots. Until one hundred percent (100%) of the Properties subject to the Master Declaration have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the NCC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board may, at its option, either appoint the members of the NCC, who shall thereafter serve and may be removed in the Board's discretion, or combine the NCC and the MC (hereinafter defined) into a single architectural review committee which shall assume all powers and responsibilities of both committees under this Supplemental Declaration. The NCC may delegate its authority as to any subdivision, if designated as a separate Village, to the Village Association, if any, so long as the NCC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the NCC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice.

3. Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion of the Board. In the event the MC is not established, the NCC shall retain all power granted to the MC by this provision. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The MC may delegate its authority as to a particular Village to the Village Association, if any, so long as the MC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice. The NCC shall have the right to veto any action taken by the MC or a Village Association which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

4. Guidelines and Procedures.

(a) The Declarant or the NCC may prepare initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall apply to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. Notwithstanding the foregoing to the contrary, the Declarant, in its sole discretion, may allow an architectural review committee appointed for a particular Village to adopt and administer Design Guidelines for such Village. If such authorization is granted, the remaining provisions of this Article shall not apply to such Village unless the architectural review committee assigns its rights to the NCC or MC.

(b) The NCC may adopt the Design Guidelines at its initial organizational meeting or a subsequent meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

(c) The NCC shall make the Design Guidelines if adopted available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the County Clerk's Office, Rockwall County, Texas, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(d) The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the NCC.

(e) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate

committee for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. In the event that the NCC or MC fails to approve or to disapprove an application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the NCC pursuant to Section 6 below in this Article.

5. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval ("Approved Plans"), shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval; provided, however, after the NCC has approved plans and elevations for a particular style Home for a particular Builder, such specific plans and elevations will not need to be approved again, but such Builder will be required to submit a plot plan to the NCC for approval for each site on which it intends to use such previously approved plans and elevations (appropriately identifying such pre-approved items) and such Builder shall otherwise be subject to the anti-monotony provisions of Article III, Section 1(b) and the other requirements herein.

6. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate; and no variance shall (a) be effective unless in writing; or (b) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the cost of complying with the NCC guidelines or procedures shall not be considered a hardship warranting a variance.

7. Inspection. The Declarant shall have the right, but not the obligation, to appoint third party inspectors ("Inspectors") to conduct inspections ("Inspections") of any construction or modifications pursuant to any Approved Plans, which right the Declarant may wish to exercise as the Property is in an unincorporated area. To cover the costs of such Inspections and the costs of administration of such activities, reasonable inspection fees in the amounts determined from time to time by the Declarant shall be charged to the Builder or Owner performing such construction or modifications, which shall be paid to the party designated by the Declarant within ten (10) days of the invoice or if required by Declarant, prior to and as a condition to commencing the applicable construction or modifications. If the Declarant chooses not to exercise the rights in this section, the Board shall have the right, but not the obligation, to do so.

8. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and any Inspections are made as accommodations only, and neither the NCC, nor the MC, the Inspectors, the Declarant, Fate Land, any other Declarant Affiliates, the Association, the Board, or any committee, member, owner, director, officer, employee or agent of any of the foregoing (a) shall bear any responsibility for ensuring or be obligated to ensure (i) the structural integrity or soundness of any construction or modifications, (ii) compliance with the requirements of this Supplemental Declaration as amended and supplemented, other Association rules or requirements, any applicable building codes or other governmental requirements, (iii) the enforcement of any of the requirements described in clause (ii) above, or (iv) the value or quality of any improvement, or (b) be held liable for any injury, damages, costs or loss arising out of (i) the manner or quality of construction on or modifications to any Unit, (ii) the failure of any party to ensure the items described in clauses (a)(i) through (iv) above, (iii) or the failure of any party to enforce the requirements described in clause (a) (ii) above; and any Owner by accepting title to a Unit, hereby forever unconditionally releases and waives any claims for or relating to the matters described above in this Section and agrees not to pursue any of such claims in any manner whatsoever, including without limitation before any court or administrative body.

9. Enforcement.

(a) Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming and any finding by the Inspector that any improvements are not constructed in accordance with the applicable Approved Plans or are otherwise deficient shall be a violation of this Article. Upon written request from the Board or the Declarant (which request, the Board or Declarant shall have the right to make, but shall not be obligated to make), the applicable Owner shall, at its own cost and expense, either as applicable correct the violation or remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to either correct the violation or remove and restore as required, the Board or its designees shall have the right (but not the obligation) to enter the property and to correct the violation or remove the violation and restore the property to substantially the same condition as previously existed. All costs of Inspections and of any actions which the Board or its designees are authorized to take by this Article, which may include monetary fines imposed by the NCC for violation of this Article, together with the interest at the lower of the rate of 15% per annum or the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a Specific Assessment, subject to any applicable requirements of the TRP Act.

(b) Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines, in addition to the fees, costs and fines provided in the preceding paragraph, may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, nor its officers, directors or members shall be held liable to any Person for exercising the rights granted by this paragraph.

(c) In addition to the foregoing, the Association and the Declarant shall have the authority and standing (but not the obligation) to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

ARTICLE V

AMENDMENTS

1. By Declarant. Until termination of the Class "B" membership, this Supplemental Declaration may not be amended without the approval of the Declarant.

2. By Owners.

(a) Except as may be otherwise specifically provided herein or in the Declaration, this Supplemental Declaration may be amended only by (i) the affirmative vote or written consent, or any combination thereof, of more than fifty percent (50%) of the total Class "A" and Class "B" votes in the Association, and (ii) so long as the Declarant or any Declarant Affiliate owns any property described in Exhibit "A" or "B" to the Master Declaration, the consent of the Declarant.

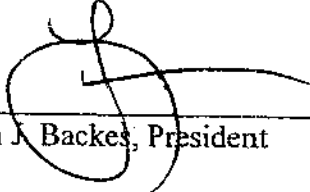
(b) No amendment may remove, revoke, or modify any right, or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

[Signature block on next page]

EXECUTED to be effective as of the 25th day of March, 2003.

DECLARANT:


PRA/FATE DEVELOPMENT CORP.,
a Texas corporation

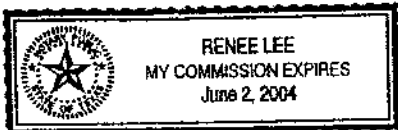
By: 
Leon J. Backes, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of March, 2003, by Leon J. Backes, President of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.

[SEAL]


Notary Public in and for the State of Texas



Printed Name: _____

My Commission Expires: _____

LEGAL DESCRIPTION

BEING a tract of land situated in the M. Crabtree Survey, Abstract No. 61, the J. Gardenshire Survey, Abstract No. 95, the J. Hodges Survey, Abstract No. 103, and the J. McKinney Survey, Abstract No. 151 in the Town of Fate, Rockwall County, Texas, and being part of a called 1079.84 acre tract of land described as Tract 1 in a deed to The Crown Hill Trusts recorded in Volume 1287, Page 187 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set in the West right-of-way line of State Highway No. 66 (60 foot right-of-way), said point being the Northeast corner of a tract of land described in a deed to Lone Star Gas Company recorded in Volume 27, Page 152 of said Deed Records;

THENCE South 88 degrees 12 minutes 48 seconds West, along the North line of said Gas Company tract, a distance of 100.37 feet to a 1-inch iron pipe found for the Northwest corner of said Gas Company tract;

THENCE South 01 degree 47 minutes 12 seconds East, along the West line of said Lone Star Gas Company tract, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set in the North line of a called 1.00 acre tract described in a deed to Johnny Gibbs and wife, Sandra Shelton Gibbs recorded in Volume 1148, Page 207 of said Deed Records and being the Southwest corner of said Lone Star Gas Company tract;

THENCE South 88 degrees 25 minutes 26 seconds West, along the North line of said Gibbs tract, a distance of 138.30 feet to a 1/2-inch iron rod found for the Northwest corner of said Gibbs tract;

THENCE South 01 degree 50 minutes 39 seconds East, along the West line of said Gibbs tract, a distance of 185.73 feet to a 1/2-inch iron rod found for the Southwest corner of said Gibbs tract;

THENCE North 88 degrees 16 minutes 50 seconds East, along the South line of said Gibbs tract, a distance of 238.55 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set in the West right-of-way line of State Highway No. 66 for the Southeast corner of said Gibbs tract;

THENCE South 01 degree 48 minutes 07 seconds East, along the West right-of-way line of State Highway No. 66, a distance of 258.50 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set in the North line of a called 0.413 acre tract of land described in a deed to Carla Hinshaw recorded in Volume 132, Page 85 of said Deed Records;

THENCE South 88 degrees 11 minutes 53 seconds West, along the North line of said Hinshaw tract, a distance of 150.00 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for the Northwest corner thereof;

THENCE South 01 degree 48 minutes 07 seconds East, along the West line of said Hinshaw tract, a distance of 100.00 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set in the North line of a called 2.022 acre tract of land described in a deed to David N. Hogg and wife, Ramona Hogg recorded in Volume 65, Page 510 of said Deed Records, said point being the Southwest corner of said Hinshaw tract;

LEGAL DESCRIPTION (continued)

THENCE South 88 degrees 11 minutes 53 seconds West, along the North line of said Hogg tract and the North line of a called 2.9 acre tract of land described in a deed to C.W. Lowry recorded in Volume 10, Page 81 of said Deed Records, a distance of 240.00 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for the Northwest corner of said Lowry tract;

THENCE South 01 degree 48 minutes 07 seconds East, along the West line of said Lowry tract and the prolongation thereof, a distance of 643.70 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for corner;

THENCE South 84 degrees 09 minutes 13 seconds West, a distance of 387.78 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for corner;

THENCE North 64 degrees 39 minutes 21 seconds West, a distance of 891.36 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for corner;

THENCE South 89 degrees 29 minutes 55 seconds West, a distance of 682.86 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for corner;

THENCE North 69 degrees 25 minutes 06 seconds West, a distance of 232.33 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set on a non-tangent curve to the left;

THENCE Northerly, along the curve to the left which has a chord that bears North 09 degrees 44 minutes 39 seconds East for 770.91 feet, a central angle of 21 degrees 40 minutes 31 seconds and a radius of 2050.00 feet, for an arc distance of 775.53 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for the end of said curve;

THENCE North 01 degree 05 minutes 37 seconds West, a distance of 1727.85 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE Northeasterly, along the curve to the right which has a chord that bears North 34 degrees 51 minutes 30 seconds East for 1761.32 feet, a central angle of 71 degrees 54 minutes 15 seconds and a radius of 1500.00 feet, for an arc distance of 1882.44 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for corner;

THENCE South 20 degrees 44 minutes 57 seconds East, a distance of 454.93 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE Southeasterly, along the curve to the left which has a chord that bears South 56 degrees 05 minutes 29 seconds East for 306.58 feet, a central angle of 70 degrees 41 minutes 05 seconds and a radius of 265.00 feet, for an arc distance of 326.93 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for the end of said curve;

THENCE North 88 degrees 33 minutes 58 seconds East, a distance of 413.19 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for the beginning of a tangent curve to the right;

THENCE Southeasterly, along the curve to the right which has a chord that bears South

LEGAL DESCRIPTION (continued)

46 degrees 26 minutes 02 seconds East for 56.57 feet, a central angle of 90 degrees 00 minutes 00 seconds and a radius of 40.00 feet, for an arc distance of 62.83 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for the end of said curve;

THENCE South 01 degree 26 minutes 02 seconds East, a distance of 130.00 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for corner;

THENCE North 88 degrees 33 minutes 58 seconds East, a distance of 449.56 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE Northeasterly, along the curve to the left which has a chord that bears North 72 degrees 20 minutes 22 seconds East for 92.22 feet, a central angle of 32 degrees 27 minutes 13 seconds and a radius of 165.00 feet, for an arc distance of 93.46 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for corner;

THENCE South 33 degrees 53 minutes 15 seconds East, a distance of 97.24 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set on a non-tangent curve to the right;

THENCE Southeasterly, along the curve to the right which has a chord that bears South 41 degrees 28 minutes 20 seconds East for 85.46 feet, a central angle of 117 degrees 25 minutes 17 seconds and a radius of 50.00 feet, for an arc distance of 102.47 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for corner;

THENCE South 01 degree 26 minutes 02 seconds East, a distance of 142.77 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set in the North line of a called 5.72 acre tract of land described as Tract 1 in a deed to Rockwall Knights' Foundation recorded in Volume 1075, Page 216 of said Deed Records;

THENCE South 89 degrees 24 minutes 24 seconds West, along the North line of said Rockwall Knights tract, a distance of 201.80 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set for the Northwest corner of said tract;

THENCE South 00 degrees 39 minutes 27 seconds East, along the West line of said Rockwall Knights tract, a distance of 1019.84 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set in the West right-of-way line of State Highway No. 66 and in a non-tangent curve to the left;

THENCE Southerly, along the West right-of-way line of State Highway No. 66 and along the curve to the left which has a chord that bears South 06 degrees 15 minutes 31 seconds West for 213.70 feet, a central angle of 16 degrees 07 minutes 17 seconds and a radius of 762.00 feet, for an arc distance of 214.40 feet to a 5/8-inch iron rod with cap marked "Petitt-RPLS 4087" set at the end of said curve, from which a TxDOT concrete monument is located North 02 degrees 48 minutes East, a distance of 12.35 feet;

THENCE South 01 degree 48 minutes 07 seconds East, continuing along the West right-of-way line of State Highway No. 66, a distance of 863.83 feet to the POINT OF BEGINNING and containing 8,338,442 square feet, or 191.424 acres of land, more or less.

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WOODCREEK**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOODCREEK (this "Declaration") is made this 26 day of March, 2003, by PRA/Fate Development Corp., a Texas corporation (the "Declarant").

Declarant is the owner of the real property described in Exhibit "A," which is attached hereto and incorporated by reference; and Fate Land, L.P., a Texas limited partnership ("Fate Land") own the real property described in Exhibit "B", which is attached hereto and incorporated by reference. This Declaration imposes upon the Properties (as defined in Article I below) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties.

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property subjected to this Declaration by Supplemental Declaration (as defined in Article I below) shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the real property subjected to this Declaration. This Declaration shall be binding on all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

**Article I
DEFINITIONS**

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

- 1.1. "Area of Common Responsibility": The Common Area, together with those areas, if any, for which the Association assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contract, or agreement.
- 1.2. "Articles of Incorporation" or "Articles": The Articles of Incorporation of Woodcreek Fate Homeowners Association, Inc., as filed with the Secretary of State of the State of Texas.
- 1.3. "Association": Woodcreek Fate Homeowners Association, Inc., a Texas non-profit corporation, its successors or assigns.

Return To: 593544
Chicago Title Insurance Company
Southwest Region Commercial Center
2001 Bryan Street, Suite 1700
Dallas, Texas 75201
214-303-5300

1.4. "Base Assessment": Assessments levied on all Units subject to assessment under Article X to fund Common Expenses for the general benefit of all Units, as more particularly described in Sections 10. 1 and 10. 3.

1.5. "Board of Directors" or "Board": The body responsible for administration of the Association selected as provided in the By-Laws and generally serving the same role as the board of directors under Texas corporate law.

1.6. "Builder": Any Person which purchases one or more Units for the purpose of constructing improvements for later sale to consumers or purchases one or more parcels of land within the Properties for further subdivision, development, and/or resale in the ordinary course of such Person's business.

1.7. "By-Laws": The By-Laws of Woodcreek Fate Homeowners Association, Inc. adopted by the initial Board, as they may be amended.

1.8. "Class "B" Control Period": The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Section 5.2 of the By-Laws.

1.9. "Common Area": All real and personal property which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.

1.10. "Common Expense": The actual and estimated expense incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles of Incorporation. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Members representing a majority of the total Class "A" vote of the Association.

1.11. "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors or the New Construction Committee (as defined in Section 11.2 below).

1.12. "Declarant": PRA/Fate Development Corp., a Texas corporation, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.13. "Declarant Affiliate": Fate Land, while PRA/Fate Development Corp. is the Declarant, and any other Person which at the relevant point in time either (a) has any of its ownership interests owned by Declarant, Fate Land, while PRA/Fate Development Corp. is the Declarant, or one or more of the direct or indirect owners of Declarant or Fate Land, while PRA/Fate Development Corp. is the Declarant (collectively, "Declarant Owners"), or (b) which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Declarant or Fate Land, while PRA/Fate Development Corp. is the Declarant. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person, by contract, ownership or otherwise.

1.14. "Master Plan": The land plan for the development of the Woodcreek community prepared by Declarant and Fate Land, as it may be amended from time to time, which plan includes the property described on Exhibit "A" and all or a portion of the property described on Exhibit "B" which Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "B" from the Master Plan bar its later annexation in accordance herewith.

1.15. "Member": A Person entitled to membership in the Association.

1.16. "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.17. "Mortgagee": A beneficiary or holder of a Mortgage.

1.18. "Mortgagor": Any Person who gives a Mortgage.

1.19. "Owner": One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

1.20. "Person": A natural person, a corporation, a partnership, trustee, or any other legal entity.

1.21. "Private Amenities": Certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, which are privately owned and operated by Persons other than the Association for recreational and related purposes, on a club membership basis or otherwise.

1.22. "Properties": The real property described on Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article IX.

1.23. "Special Assessment": Assessments levied in accordance with Section 10.6.

1.24. "Specific Assessment": Assessments levied in accordance with Section 10.7.

1.25. "Supplemental Declaration": An instrument filed in the County Clerk's Office, Rockwall County, Texas pursuant to Article IX which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

1.26. "TRP Act": The Texas Property Owners Protection Act which was effective on January 1, 2002, as it may be amended.

1.27. "Unit": A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Areas, common property of any Village Association or property dedicated to the public. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the Master Plan or the site plan approved by Declarant, whichever is more recent, until such time a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

1.28. "Village": Each separately developed residential area within the Properties, whether or not governed by a Village Association (as defined below), in which the Owners of Units may have common interests other than those common to all Members of the Association. For example, and by way of illustration and not limitation, each condominium, townhome development, cluster home development, and single-family detached housing development may constitute a separate Village, or a Village may be comprised of more than one housing type with other features in common. In addition, each parcel of land intended for development as any of the above shall constitute a Village, subject to division into more than one Village upon development. Where the context permits or requires, the term Village shall also refer to the Village Association (as defined in Section 1.29) having concurrent jurisdiction over the property within the Village. Village boundaries may be established and modified as provided in Section 3.4.

1.29. "Village Assessments": Assessments levied against the Unit in a particular Village or Villages to fund Village Expenses, as described in Sections 10.1 and 10.4.

1.30. "Village Association": Any condominium association or other owners association having concurrent jurisdiction over any Village.

1.31. "Village Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Units within a particular Village or Villages, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to the Villages.

Article II PROPERTY RIGHTS

2.1. Common Area. Every Owner shall have a right and non-exclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) This Declaration and any other applicable covenants,
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (d) The right of the Board to suspend the right of any Owner to use recreational facilities within the Common Area: (i) for any period during which any charge against such Owner's Unit remains delinquent; and (ii) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, any applicable Supplemental Declaration, the By-Laws, or rules of the Association after notice and a hearing pursuant to Section 5.11 of the By-Laws and subject to any applicable requirements of the TRP Act;
- (e) The right of the Association to dedicate or dispose of all or any part of the Common Area pursuant to Section 4.7, provided it does so with the consents required by said Section (this provision does not apply to or restrict the granting of easements pursuant to the rights to grant easements set forth herein);
- (f) The right of the Board to impose reasonable membership requirements and charge reasonable membership, admission or other fees for the use of any recreational facility situated upon the Common Area;

(g) The right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board; and

(h) The right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided any mortgage of the Common Area requires the consent of more than fifty percent (50%) of the Class "A" Member votes other than the Declarant's and any Declarant's nominee's votes and with the consent of the Declarant so long as the Declarant or any Declarant Affiliate owns any property on Exhibits "A" or "B".

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. Any Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit. Notwithstanding anything contained herein which may be to the contrary, (i) the Association may not dedicate, dispose of or mortgage the Common Area without the consent of more than fifty percent (50%) of the Class "A" Member votes other than the Declarant's and any Declarant's nominee's votes and with the consent of the Declarant so long as the Declarant or any Declarant Affiliate owns any property on Exhibits "A" or "B" (this provision does not apply to or restrict the granting of easements pursuant to the rights to grant easements set forth herein), (ii) if ingress or egress to any residence or a Unit is through the Common Area, any conveyance or encumbrance of such area of the Common Area will be made subject to such Unit owner's easement for such ingress and egress, and (ii) the Common Area will be conveyed to the Association free and clear of all encumbrances before the U.S. Department of Housing and Urban Development (Federal Housing Administration) ("HUD") insures the first mortgage on a residence which is subject to this Declaration.

Article III MEMBERSHIP AND VOTING RIGHTS

3.1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in any Design Guidelines (as defined in Section 11.3). The Association shall perform its functions in accordance with this Declaration, the By-Laws, the Articles and the laws of the State of Texas.

3.2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.3 and in the By-Laws and all such co-Owners shall be

jointly and severally obligated to perform the responsibilities of Owners. The membership rights and privileges of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.3. Voting. The Association shall have two classes of membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Members, if any. Class "A" Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 3.2; provided, there shall be only one vote per Unit and no vote shall be exercised for any property which is exempt from assessment under Section 10.12.

(b) Class "B". The sole Class "B" Members shall be the Declarant, Fate Land and any other Declarant Affiliates. Each Class "B" Member shall have ten votes for each Unit in which it holds an interest, except where otherwise provided herein. The rights of the Class "B" Members, including the right to approve, or withhold approval of, actions proposed under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Members may appoint all of the members of the Board of Directors during the Class "B" Control Period, as specified in Section 5.2 of the By-Laws. The Class "B" Members shall have a right to disapprove actions of the Board and committees as provided in Section 5.3 of the By-Laws. The Class "B" membership shall terminate and become converted to Class "A" membership on the earlier of

- (i) the expiration of the Class "B" Control Period pursuant to Section 5.2 of the By-Laws; or
- (ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

(c) In any situation in which a Member is entitled personally to exercise the vote for his or her Unit and there is more than one Owner of a particular Unit, the vote for such Unit shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

3.4. Villages.

(a) Every Unit shall be located within a Village. The Units within a particular Village may be subject to additional covenants and/or the Unit Owners may all be members of a Village Association in addition to the Association. However, a Village Association shall not be required

except in the case of a condominium or otherwise as required by law. Each Village may request that the Association provide a higher level of service or special services for the benefit of Units in such Village and, upon the affirmative vote, written consent, or a combination thereof, of Owners of a majority of the Units within the Village, the Association shall provide the requested services. The cost of such services shall be assessed against the Units within such Village as a Village Assessment pursuant to Article X hereof.

(b) Exhibit "A" to this Declaration, and each Supplemental Declaration filed to subject additional property to this Declaration, shall initially assign the property described therein to a specific Village by name, which Village may be then existing or newly created. The Declarant may amend this Declaration or any Supplemental Declaration from time to time to redesignate Village boundaries with the consent required in Section 18.2(b); provided, two or more Villages shall not be combined without the consent of Owners of a majority of the Units in the affected Villages.

(c) The Owner(s) of a majority of the total number of Units within any Village may at any time petition the Board of Directors to divide the property comprising the Village into two or more Villages. Such petition shall be in writing and shall include a survey of the entire parcel which indicates the boundaries of the proposed Village(s) or otherwise identifies the Units to be included within the proposed Village(s). Such petition shall be granted upon the filing of all required documents with the Board unless the Board, in its sole discretion, denies such application in writing within ten (10) days of its receipt thereof. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

Article IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and other personal property of the Association used in connection with the Common Area), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to this Declaration and the By-Laws and consistent with the Community-Wide Standard.

4.2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property, provided any disposition of Common Area requires the consent of more than fifty percent (50%) of the Class "A" Member votes other than the Declarant's and any Declarant's nominee's votes (provided such consent is not required for the granting of any easement pursuant to the rights to grant easements set forth herein) and with the consent of the Declarant so long as the Declarant or any Declarant Affiliate owns any property on Exhibit "A"

or "B". The Declarant, its designees and any Declarant Affiliates may convey to the Association improved or unimproved real estate located within the properties described in Exhibits "A" or "B," personal property and leasehold and other property interests which the Declarant determines is appropriate Common Area for the Association. Upon being deeded to the Association, such property shall be Common Area owned by the Association and shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association.

4.3. Enforcement.

(a) The Association may impose sanctions for violations of this Declaration, the By-Laws, or rules in accordance with procedures set forth in the By-Laws (and any applicable provisions of the TRP Act), including reasonable monetary fines and suspension of the right to vote and to use any recreational facilities within the Common Area. In addition, the Association, through the Board, in accordance with Section 5.11 of the By-Laws and any applicable provisions of the TRP Act, may exercise self-help to curb violations and may suspend any services it provides to the Unit of any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association. All remedies set forth in this Declaration or the By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Declaration or Association rules, if the Association prevails, it shall be entitled to recover all costs, including without limitation attorneys fees and court costs, reasonably incurred in such action, subject to any applicable limitations in the TRP Act.

(b) The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

4.4. Implied Rights, Board Authority. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5. Governmental Interests.

(a) For so long as the Declarant or any Declarant Affiliate owns any property described on Exhibits "A" or "B," the Declarant may designate sites within the Properties for fire, police, water, and other utility facilities, parks, and other public or quasi-public facilities. The sites may include Common Areas, in which case the Association shall take whatever action

is required with respect to such site to permit such use, if so directed by Declarant, including disposition or dedication of such Common Area sites, provided such disposition or dedication requires the consent of more than fifty percent (50%) of the Class "A" Member votes other than the Declarant's and any Declarant's nominee's votes (provided such consent is not required for the granting of any easement pursuant to the rights to grant easements set forth herein) and the consent of the Declarant so long as the Declarant or any Declarant Affiliate owns any property on Exhibits "A" or "B". The sites may include other property not owned by Declarant provided the owner consents.

(b) In the event any of the streets within the Properties are not dedicated to the City of Fate, Texas (the "City"), Rockwall County, Texas, or the appropriate Utility District (as such term is defined below), but are designated as private streets to be maintained by the Association or a Village Association, certain City or Rockwall County, Texas services, as applicable, shall not be provided on such private streets. The services which will not be provided include, without limitation, routine police patrols, enforcement of traffic and parking ordinances and the preparation of accident reports.

4.6. Indemnification.

(a) The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

(b) The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.7. Dedication of Common Areas. The Association may dedicate portions of the Common Areas to the City, Rockwall County, Texas, a Rockwall County Consolidated Municipal Utility District (a "Utility District"), or to any other local, state, or federal governmental entity, provided such disposition or dedication of the Common Area requires the consent of more than fifty percent (50%) of the Class "A" Member votes other than the Declarant's and any Declarants' nominee's votes (provided such consent is not required for the granting of any easement pursuant to the rights to grant easements set forth herein) and the

consent of the Declarant so long as the Declarant or any Declarant Affiliate owns any property on Exhibits "A" or "B".

4.8. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, any successor Declarant, Fate Land nor any other Declarant Affiliate shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its lessees that the Association, its Board of Directors and committees, Declarant, any successor Declarant, Fate Land, and any other Declarant Affiliate are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties or the use by any occupant, guest or invitee of any Common Area, including without limitation, playgrounds, ball fields, sport courts or picnic areas.

4.9. Powers of the Association Relating to Villages.

(a) The Association shall have the power to veto any action taken or contemplated to be taken by any Village Association which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Village Association in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may (i) require specific maintenance or repairs or aesthetic changes to be effectuated by the Village Association, and (ii) require that a proposed budget include certain items and that expenditures be made therefor.

(b) Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by a Village Association shall be taken within the reasonable time frame set by the Association in such written notice. If the Village Association fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Village Association. To cover the Association' administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Units in such Village for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided in Section 10.7. Such assessments may be collected as a Specific Assessment hereunder and shall be subject to all lien rights provided for herein.

4. 10. Relationship with Other Properties. Adjacent to or in the vicinity of the Properties may be independent commercial and/or residential areas and the Private Amenities, each of which may or will share with the Association and its Members the use of real property and facilities, including, but not limited to, roads, and a trail system. The Association may enter into agreements, contracts or covenants to share costs with all or any of the owners of such adjacent or nearby property which allocate access, maintenance responsibilities, expenses and other matters between the Association and such property owners.

Article V

MAINTENANCE

5.1. Association's Responsibility.

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include but need not be limited to the following (provided however, the Association shall not be responsible for any of the following to the extent a third party is responsible for the same, such as the drainage systems for which certain Utility Districts are responsible and provided that in the absence of such third party maintenance, the Association shall have the right but not the obligation to maintain the same in its discretion):

- (i) all landscaping and other flora, parks, lakes, structures, and improvements, including any private streets, bike and pedestrian pathways/trails, situated upon the Common Area;
- (ii) landscaping within public rights-of-way within or abutting the Properties;
- (iii) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;
- (iv) all ponds, streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dam (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith; and
- (v) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

(b) Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Declarant as long as the Declarant or any Declarant Affiliate owns any property described on Exhibits "A" or "B" of this Declaration.

(c) The Association may assume maintenance responsibility for property within any Village, in addition to that designated by any Supplemental Declaration, either by agreement with the Village or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Village Assessment only against the Units within the Village to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

(d) The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(e) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof, such as the Utility Districts that are responsible for various drainage, water, sewer, road and other improvements which service the Properties.

5.2. Owner's Responsibility. Each Owner shall maintain his or her Unit, and all structures, parking areas, and other improvements comprising the Unit, in a manner consistent with the Community-Wide Standard and all applicable covenants, unless, such maintenance responsibility is otherwise assumed by or assigned to the Association or a Village pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Section 10.7. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3. Village Responsibility.

(a) Upon resolution of the Board, the Owners of Units within each Village shall be responsible for paying, through Village Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Village; such a resolution would be in special circumstances as it is anticipated that Base Assessments will be used to pay for such costs of the Area of Common Responsibility within all

of the Villages as Common Expenses. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and greenspace between the Village and adjacent public roads, private streets within the Village, and lakes or ponds within the Village, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Villages which are similarly situated shall be treated the same.

(b) Any Village Association whose common property is adjacent to any portion of the Common Area upon which a wall, other than a wall which forms part of a building, is constructed shall maintain and irrigate that portion of the Common Area between the wall and the Village Association's property line. Any Village Association whose common property fronts on any roadway within the Properties shall maintain and irrigate the landscaping on that portion of the Common Area or right-of-way between the property line and the nearest curb of such roadway. Any Village Association whose common property abuts the bank or water's edge, or abuts a portion of the Common Area abutting the bank or water's edge, of any river, pond, stream, or wetland area within the Properties shall maintain and irrigate all landscaping between the boundary of its common property and such bank or water's edge; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article XI hereof.

(c) Any Village Association having responsibility for maintenance of all or a portion of the property within such Village pursuant to additional covenants applicable to such Village shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any Village Association fails to perform its maintenance responsibility as required herein and in any additional covenants, the Association may perform it and assess the costs against all Units within such Village as provided in Section 10.7.

5.4. Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. The Association, and/or any Owner and/or a Village Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own, except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.5. Party Walls and Similar Structures.

(a) Each wall, fence, driveway or similar structure built as a part of the original construction on the Unit which serves and/or separates any two adjoining Units shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

(b) The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XVII.

Article VI INSURANCE AND CASUALTY LOSSES

6.1. Association Insurance; Required Coverages.

(a) The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(i) (ii) Commercial general liability policy on the Area of Common Responsibility, 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, the commercial general liability policy shall have limits of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth of the annual Base Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation flood and wind insurance and building ordinance coverage.

In addition, the Association may obtain and maintain property insurance on the insurable improvements within any Village in such amounts and with such coverages as deemed appropriate. Any such policies shall provide for a certificate of insurance to be furnished to the applicable Village Association, and, if applicable, to the Owner of each Unit insured (by designating the insured as the owner of a specific Unit and not as an individual's name unless otherwise required by the insurer).

(b) Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment, except that premiums for property insurance obtained on behalf of a Village shall be charged to the Owners of Units within the benefitted Village as a Village Assessment. The Association shall have no insurance responsibility for any portion of the Private Amenities.

(c) The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Village Expense in the same manner as the premium for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 5.11 of the By-Laws (and subject to any applicable requirements of the TRP Act or other applicable laws), that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Units pursuant to Section 10.7.

(d) All insurance coverage obtained by the Board shall to the extent reasonably available:

- (i) be written with a company authorized to do business in the State of Texas which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;
- (ii) be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the Association and its Members. Policies secured on behalf of a Village shall be for the benefit of the Owners of Units within the Village and their Mortgagees, as their interests may appear;
- (iii) not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees;
- (iv) contain an inflation guard endorsement; and
- (v) include an agreed amount endorsement, if the policy contains a co-insurance clause.

In addition, the Board shall be required to use reasonable efforts to secure insurance policies which list the Owners as additional insureds (as owners of specified Units and not as named individuals unless otherwise required by the insurer); and provide:

- (vi) a waiver of subrogation as to any claims against the Association's Board, officers, committees, employees, and its manager, the Owners and their tenants, servants, agents, and guests;
- (vii) a waiver of the insurer's rights to repair and reconstruct instead of paying in cash;
- (viii) an endorsement precluding cancellation, invalidation, suspension, or nonrenewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;
- (xi) an endorsement excluding Owners' individual policies from consideration under an "other insurance" clause;
- (x) an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

- (xi) a cross liability provision; and
- (xii) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

Section 6.2. Damage and Destruction.

(a) Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Members representing more than fifty percent (50%) of the total Class "A" votes in the Association and the Declarant (if at such time the Declarant or any Declarant Affiliate owns any property described in Exhibits "A" or "B" of this Declaration) decide within sixty (60) days after the loss not to repair or reconstruct.

(c) If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

(d) If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, 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.

(e) Any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the affected Village, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

(f) If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1 (b).

6.3. Owner's Insurance.

(a) By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, and liability insurance, unless either the Village Association (if any) for the Village in which the Unit is located or the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of an Owner hereunder, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Unit and the Owner thereof pursuant to Section 10.7.

(b) Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. Alternatively, the Owner shall clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

(c) Additional recorded covenants applicable to any Village may establish more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units within such Village and the standards for clearing and maintaining the Units in the event the structures are not repaired or reconstructed.

Article VII
NO PARTITION

Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the Properties or such portion thereof have been removed from the provisions of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

Article VIII
CONDEMNATION

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing more than fifty percent (50%) of the total Class "A" votes in the Association (other than Declarant's and

any of Declarant's nominees' votes) and of the Declarant, as long as the Declarant or any Declarant Affiliate owns any property described on Exhibits "A" or "B") by any authority having the power of condemnation or eminent domain, each Owner shall be notified if the taking is deemed to be of a material part of the Common Area which would materially affect the Owners' use thereof as determined by the Board. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

(a) If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking, the Declarant, so long as the Declarant or any Declarant Affiliate owns any property described in Exhibits "A" or "B" of this Declaration, and Members representing at least fifty percent (50%) of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 6.2 regarding funds for the repair of damage or destruction shall apply.

(b) If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

Article IX

ANNEXATION AND WITHDRAWAL OF PROPERTY

9.1. Annexation Without Approval of Membership. Until all property described on Exhibit "B" has been subjected to this Declaration or December 31, 2023, whichever is earlier, Declarant, from time to time, may unilaterally, but shall not be obligated to, subject to the provisions of this Declaration all or any portion of the real property described in Exhibit "B." Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant. Such annexation shall be accomplished by filing a Supplemental Declaration annexing such property in the County Clerk's Office, Rockwall County, Texas. Such Supplemental Declaration shall not require the consent of Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the property set forth in Exhibit "B" in any manner whatsoever.

9.2. Annexation With Approval of Membership. The Association may (but shall not be obligated to) annex real property other than that described on Exhibit "B," and after December 31, 2023, any property described on Exhibit "B," to the provisions of this Declaration with (a) the consent of the owner of such property, (b) the affirmative vote of Members representing more than fifty percent (50%) of the Class "A" and Class "B" votes of the Association (with the

Class "B" Members for such purpose only having one vote per Unit owned), and (c) the consent of the Declarant so long as Declarant or any Declarant Affiliate owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1. Annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the County Clerk's Office, Rockwall County, Texas. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property. Any such annexation shall be effective upon filing unless otherwise provided therein.

9.3. Withdrawal of Property. The Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article IX for the purpose of removing any portion of the Properties from the coverage of this Declaration, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties and provided (a) such removal of any Property which is Common Area requires the consent of more than fifty percent (50%) of the Class "A" Member votes other than the Declarant's and any Declarant's nominee's votes and the consent of the Declarant so long as the Declarant or any Declarant Affiliate owns any property on Exhibits "A" or "B", and (b) any such amendment requires the consent required by Section 18.2(b).

9.4. Additional Covenants and Easements. The Declarant may with the consent required by Section 18.2(b) subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Village Assessments (provided such consent shall not be necessary to grant easements pursuant to the rights to grant easements set forth herein). Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant and the consent required by Section 18.2(b) (provided such consent shall not be necessary to grant easements pursuant to the rights to grant easements set forth herein). Any Supplemental Declaration annexing additional property may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to such additional property in order to reflect the different character and intended use of such property; provided, however, such Supplemental Declaration shall not create the right to withdraw any such additional property from the provisions of this Declaration without obtaining the approval required in Section 18.2(b) and, if such property is Common Area, without obtaining the consent of more than fifty percent (50%) of the Class "A" votes other than the Declarant's and any Declarant's nominee's votes.

9.5. Amendment. Notwithstanding any other provision of this Declaration to the contrary, this Article shall not be amended without the prior written consent of Declarant so long as the Declarant or any Declarant Affiliate owns any property described in Exhibits "A" or "B."

Article X

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODCREEK - Page 21

ASSESSMENTS

10.1. Creation of Assessments.

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(a) There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be four types of assessments: (i) Base Assessments to fund Common Expenses for the general benefit of all Units; (ii) Village Assessments for Village Expenses benefitting only Units within a particular Village or Villages; (iii) Special Assessments as described in Section 10.6; and (iv) Specific Assessments as described in Section 10.7. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

(b) All assessments, together with interest (at a rate not to exceed the lesser of 15% per annum or the highest rate allowed by applicable law) computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 10.8. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, any first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall not be liable for unpaid assessments which accrued prior to such acquisition of title.

(c) The Board shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advancement of a reasonable processing fee for the issuance of such certificate.

(d) Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Village Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

(e) No Owner shall be exempt from liability for assessments by non-use of Common Area, abandonment of his or her Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

(f) The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or combination of services and materials with the Declarant or other entities for payment of Common Expenses.

10.2 Declarant's Obligation for Assessments. During the Class "B" Control Period, Declarant may annually elect for itself and all other Class "B" Members either to pay regular assessments on all of its unsold Units (which expressly does not include the amounts described in Section 10.11), notwithstanding the commencement date for assessments set forth in Section 10.9, or to pay the difference between the amount of assessments collected on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year (which amount will not include any reserves of any kind). Unless the Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected for itself and the other Class "B" Members to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's and the other Class "B" Members' obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Control Period, the Declarant shall pay assessments on its unsold Units in the same manner as any other Owner.

10.3. Computation of Base Assessment.

(a) At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including at the Board's option a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 10.5.

(b) The Base Assessment shall be levied equally against all Units and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to assessment under Section 10.9 on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during the fiscal year.

(c) So long as the Declarant has the right unilaterally to annex additional property pursuant to Article IX, the Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by its and the other Class "B" Members' payment of a subsidy (in addition to any amounts paid by Declarant and any other Class "B" Members under Section 10.2), which may be either a contribution, an advance against future assessments due from the Declarant (or any other Class "B" Member), or a loan, in the Declarant's discretion. Any such subsidy shall be conspicuously disclosed as a line item in the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Declarant (or any other Class "B" Member) to continue payment of

such subsidy in future years, unless otherwise provided in written agreement between the Association and the Declarant.

(d) If there is to be an increase in annual assessments, the Board shall send a copy of the budget and notice of the amount of the Base Assessment for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Members representing more than fifty percent (50%) of the total Class "A" votes in the Association and more than fifty percent (50%) of the total number of Members, and by more than fifty percent (50%) of the Class "B" votes, if there are any Class "B" Members at the subject point in time. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

10.4. Computation of Village Assessments.

(a) At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Village Expenses for each Village on whose behalf Village Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration, other covenants applicable to the property, or the By-Laws specifically authorize the Board to assess certain costs as a Village Assessment. Any Village may request that additional services or a higher level of services be provided by the Association, and, if such services are provided, any additional costs shall be added to such budget. Such budget shall include a capital contribution establishing a reserve fund for repair and replacement of capital items maintained as a Village Expense, if any, within the Village.

(b) Village Expenses shall be allocated equally among all Units within the Village benefitted thereby and levied as a Village Assessment, or allocated in such manner as may be set forth in other covenants applicable to the property in such Village; provided, if so specified in the Supplemental Declaration applicable to such Village or if so directed by petition signed by a majority of the Owners within the Village, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefitted Units in proportion to the benefit received.

(c) If there is to be an increase in the Village Assessment, the Board shall cause a copy of such budget and notice of the amount of the Village Assessment for the coming year to be delivered to each Owner of a Unit in the Village at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Units in the Village to which the Village Assessment applies. This right to disapprove shall only apply to those line items in the Village budget which are attributable to services requested by the Village.

(d) If the proposed budget for any Village is disapproved or if the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

10.5. Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets for both general and Village purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments or Village Assessments, as appropriate, over the budget period.

10.6. Special Assessments. In addition to other authorize assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Units within any Village if such Special Assessment is for Village Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Owners representing more than fifty percent (50%) allocated to Units which will be subject to such Special Assessment, and the affirmative vote or written consent of more than fifty percent (50%) of the Class "B" votes, if there are any Class B Members at the subject point in time. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

10.7. Specific Assessments. The Board shall have the power to specifically assess expenses of the Association against Units (a) receiving benefits, items, or services not provided to all Units within a Village or within the Properties that are incurred upon request of the Owner of a Unit for specific items or services relating to the Unit or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests. The Association may also levy a Specific Assessment against any Unit or Village to reimburse the Association for costs incurred in bringing the Unit or Village into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, other covenants, the Articles, the By-Laws, and rules, provided the Board gives prior notice to the Unit Owner or the Member of the Village, as applicable, and an opportunity for a hearing. Any fines levied against an Owner or a Unit in accordance with the provisions set forth in the By-Laws shall constitute Specific Assessments.

10.8. Lien for Assessments.

(a) The Declarant does hereby establish, reserve, create and subject each Unit to a perfected contractual lien in favor of the Association to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Texas law), and costs of collection (including reasonable attorneys' fees, subject to the limitations of the TRP Act).

Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Declarant hereby assigns such lien to the Association without recourse. The lien shall be self operative, and shall continue in inchoate form without being reserved or referenced in any deed or other documents and without any other action required. Such lien, when delinquent, may be enforced by suit, judgment, any judicial or non-judicial foreclosure in accordance with Texas law. Such actions will be subject to any applicable provisions of the TRP Act, such as the post-foreclosure right of redemption.

(c) Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Unit the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Tex. Prop. Code Ann. Section 51.002 (Vernon 1984), as it may be amended, in like manner of any deed of trust on real property.

(d) Each Owner hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Unit to the Owner, power of sale to be exercised in accordance with Tex. Prop. Code Ann. Section 51.002 (Vernon 1984), as it may be amended. At any foreclosure proceeding, any Person, including but not limited to Declarant, the Association, and any Owner shall have the right to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same, subject to the post-foreclosure limitations in the TRP Act. During the period in which a Unit is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

(e) The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 10.9, including such acquirer, its successors and assigns.

10.9. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit on the first day of the month following: (a) the month in which the

Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Village Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit. During the Class "B" Control Period, the Declarant shall have the right to delay the date on which a particular Unit or Units is required to commence paying assessments.

10. 10. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Village Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collection.

10. 11. Capitalization of Association. Upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant, any Declarant Affiliate or any Builder, at Declarant's option, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

10. 12. Exempt Property. The following property shall be exempt from payment of Base Assessments, Village Assessments, and Special Assessments:

- (a) All Common Area;
- (b) Any property dedicated to and accepted by any governmental authority or public utility; and
- (c) Property owned by any Village Association for the common use and enjoyment of its members, or owned by the members of a Village Association as tenants-in-common.

Article XI

ARCHITECTURAL STANDARDS

11. 1. General.

- (a) No structure shall be placed, erected, or installed upon any Unit, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping) shall take place except in compliance with this Article and approval of the appropriate committee under Section

11.2. Notwithstanding this, the Board may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

(b) Any Owner may remodel, paint or redecorate the interior of structure of a Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

(c) All dwellings constructed on any portion of the Properties shall be built in accordance with the plans and specifications approved by the New Construction Committee and approved by the County for construction to the extent such approval may be required.

(d) This Article shall not apply to the activities of the Declarant or any Declarant Affiliates, nor to improvements to the Common Area by or on behalf of the Association or to improvements to the Private Amenities.

(e) This Article may not be amended without the Declarant's written consent so long as the Declarant or any Declarant Affiliate owns any land subject to this Declaration or subject to annexation to this Declaration.

11.2. Architectural Review.

(a) Responsibility for administration of the Design Guidelines, as defined below, and review of all applications for construction and modifications under this Article shall be handled by the two committees as described in subsections (b) and (c) below. The members of the Committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

(b) The New Construction Committee (NCC) shall consist of at least three (3), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until one hundred percent (100%) of the Properties have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the NCC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board may, at its option, either appoint the members of the NCC, who shall thereafter serve and may be removed in the Board's discretion, or combine the NCC and the MC (hereafter defined) into a single architectural review committee which shall assume all powers and responsibilities of both committees under this Declaration.

The NCC may delegate its authority as to a particular Village to the Village Association, if any, or an architectural review committee for such Village, so long as the NCC has determined that such Village Association or architectural review committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the NCC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice.

(c) The Board of Directors may establish a Modifications Committee ("MC") to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion of the Board. In the event the MC is not established, the NCC shall retain all power granted to the MC by this provision. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The MC may delegate its authority as to a particular Village to the Village Association, if any, so long as the MC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice. The NCC shall have the right to veto any action taken by the MC or a Village Association which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

11.3. Guidelines and Procedures.

(a) (i) The Declarant or the NCC may prepare the initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall apply to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use.

(ii) The NCC may adopt the Design Guidelines at its initial organizational meeting or a subsequent meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

(iii) The NCC shall make any Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the County Clerk's Office, Rockwall County, Texas, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(iv) The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in any Design Guidelines and subject to review and approval or disapproval by the NCC.

(b) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate committee for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. In the event that the NCC or MC fails to approve or to disapprove an application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with any Design Guidelines unless a variance has been granted in writing by the NCC pursuant to Section 11.5.

11.4. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval ("Approved Plans"), shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

11.5. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; or (b) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the cost of complying with the NCC guidelines or procedures shall not be considered a hardship warranting a variance.

11.6. Inspection. The Declarant shall have the right, but not the obligation, to appoint third party inspectors ("Inspectors") to conduct inspections ("Inspections") of any construction modifications pursuant to any Approved Plans, which right the Declarant may wish to exercise as the Property is in an unincorporated area. To cover the costs of such Inspections and the costs of administration of such activities, reasonable inspection fees in the amounts determined from time to time by the Declarant shall be charged to the Builder or Owner performing such construction or modifications, which shall be paid to the party designated by the Declarant within ten (10) days of the invoice or if required by Declarant, prior to and as a condition to commencing the applicable construction or modifications. If the Declarant chooses not to exercise the rights in this section, the Board shall have the right, but not the obligation, to do so.

11.7. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and any Inspections are made as accommodations only, and neither the NCC, nor the MC, the Inspectors, the Declarant, Fate Land, any other Declarant Affiliates, the Association, the Board, or any committee, member, owner, director, officer, employee or agent of any of the foregoing (a) shall bear any responsibility for ensuring or be obligated to ensure (i) the structural integrity or soundness of any construction or modifications, (ii) compliance with the requirements of this Declaration as amended and supplemented, other Association rules or requirements, any applicable building codes or other governmental requirements, (iii) the enforcement of any of the requirements described in clause (ii) above, or (iv) the value or quality of any improvement, or (b) be held liable for any injury, damages, costs or loss arising out of (i) the manner or quality of construction on or modifications to any Unit, (ii) the failure of any party to ensure the items described in clauses (a)(i) through (iv) above, (iii) or the failure of any party to enforce the requirements described in clause (a) (ii) above; and any Owner by accepting title to a Unit, hereby forever unconditionally releases and waives any claims for or relating to the matters described above in this Section and agrees not to pursue any of such claims in any manner whatsoever, including without limitation before any court or administrative body.

11.8. Enforcement.

(a) Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming and any finding by the Inspector that any improvements are not constructed in accordance with the applicable Approved Plans or are otherwise deficient shall be a violation of this Article. Upon written request from the Board or the Declarant (which request, the Board or Declarant shall have the right to make, but shall not be obligated to make), the applicable Owner shall, at its own cost and expense, either as applicable correct the violation or remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to either correct the violation or remove and restore as required, the Board or its designees shall have the right (but not the obligation) to enter the property and to correct the violation or remove the violation and restore the property to substantially the same condition as previously existed. All costs of Inspections and of any actions which the Board or its designees are authorized to take by this Article, which may include monetary fines imposed by the NCC for violation of this Article, together with the interest at the lower of the rate of 15% per annum or the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a Specific Assessment, subject to any applicable requirements of the TRP Act.

(b) Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines, in addition to the fees, costs and fines provided in the preceding paragraph, may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, nor its officers, directors or members shall be held liable to any Person for exercising the rights granted by this paragraph.

(c) In addition to the foregoing, the Association and the Declarant shall have the authority and standing (but not the obligation) to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

Article XII USE RESTRICTIONS AND RULES

12.1. Plan of Development; Applicability; Effect. Declarant has established a general plan of development for the Properties as a master planned community in order to enhance all Owners' quality of life and collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires within the master planned community. The Properties are subject to the land development, architectural, and design provisions set forth in Article XI, the other provisions of this Declaration governing individual conduct and uses of or actions upon the Properties, and the guidelines, rules and restrictions promulgated pursuant to this Declaration, all of which establish affirmative and negative covenants, easements, and restrictions on the land subject to this Declaration. All provisions of this Declaration and any Association rules shall apply to all Owners, occupants, tenants, guests and invitees of any Unit. Any lease on any Unit shall provide that the lessee and all occupants of the leased Unit shall be bound by the terms of this Declaration, the By-Laws, and the rules of the Association.

12.2. Authority to Promulgate Use Restrictions and Rules. Initial use restrictions applicable to all of the Properties are attached as Exhibit "C" to this Declaration. Subject to the terms of this Article, such initial use restrictions may be modified in whole or in part, repealed or expanded as follows:

(a) Subject to the Board's duty to exercise sound business judgment and reasonableness on behalf of the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial use restrictions set forth on Exhibit "C." The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective unless disapproved, at a meeting, by Members representing at least fifty percent (50%) of the total Class "A" votes and by more than fifty percent (50%) of the Class "B" votes, if there are any Class "B" Members. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon petition of the Members as required for special meetings in By-Laws Section 4.4.

(b) Alternatively, the Members, at a meeting duly called for such purpose as provided in By-Laws Section 4.4, may adopt rules which modify, cancel, limit, create exceptions to, or expand the use restrictions and rules previously adopted, by a vote of more than fifty percent

(c) At least 30 days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the rules to each Owner. The Association shall provide, without cost, a copy of the use restrictions and rules then in effect (hereafter the "Use Restrictions and Rules") to any requesting Member or Mortgagee.

12.4. Rights of Owners. Except as may be specifically set forth in this Declaration (either initially or by amendment) or in Exhibit "C," neither the Board nor the Members may adopt any rule in violation of the following provisions:

(b) The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Units of the kinds normally displayed in residences located in single-family residential villages shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

(d) No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(e) No rules shall unreasonably alter the allocation of financial burdens among the various Units or rights to use the Common Area to the material detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Areas available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the

Common Area, violate rules or this Declaration, or fail to pay assessments to the extent and as permitted by applicable law. This provision does not affect the right to increase the amount of assessments as provided in Article X.

(f) No rule shall prohibit leasing or transfer of any Unit, or require consent of the Association or Board for leasing or transfer of any Unit; provided, the Association or the Board may require a minimum lease term of up to 12 months. The Association may require that Owners use lease forms approved by the Association, but shall not impose any fee on the lease or transfer of any Unit greater than an amount reasonably based on the costs to administer that lease or transfer.

(g) No rule or action by any Owner, the Association or Board shall unreasonably impede the Declarant's right to develop the Properties.

(h) If any rule would otherwise require Owners or occupants of Units to dispose of personal property which they maintained in or on the Unit prior to the effective date of such rule, and in compliance with all rules in force at that time, such rule shall not apply to any such Owners without their written consent unless the rule was in effect at the time such Owners or occupants acquired their interest in the Unit.

The limitations in this Section 12.4 shall apply to rules only; they shall not apply to amendments to this Declaration adopted in accordance with Section 18.2.

Article XIII EASEMENTS

13.1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units or any Unit and any Private Amenity due to the unintentional placement or settling or shifting of the improvement constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measure from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

13.2. Easements for Utilities, Etc.

(a) Notwithstanding anything contained herein which may be to the contrary, there are hereby reserved unto Declarant, Fate Land, and other Declarant Affiliates designated by Declarant, so long as the Declarant or any Declarant Affiliate owns any property described on Exhibit "A" or "B" of this Declaration, the Association, and the designees of each (which may include, without limitation, the City, Rockwall County, Texas, any Utility District and any utility company or entity) access and maintenance easements upon, across, over, and under all of

the Properties and Common Area to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining infrastructure and utilities to serve any portion of the Properties or the Common Area or any portion of the property described in Exhibit "B" of this Declaration. "Infrastructure" shall include, without limitation, cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, trails, lakes, ponds, wetlands, drainage systems, street lights, and signage. Utilities shall include, without limitation, water, sewer, meter boxes, telephone, gas, and electricity. This easement is for the purpose of installing any of the foregoing on property which the Association owns or within easements designated for such purposes on recorded plats of the Properties or in separate easements granted by the Declarant or the Association. This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant. The Declarant and the Association shall each, acting alone and without the joinder of the other, have the right to grant the easements reserved or provided for each of them, or which each of them are authorized to grant, pursuant to this subsection (a), in Section 13.3 and in any other provision of this Declaration as amended and supplemented, by a separate easement document with more definitive terms and property descriptions, provided they are reasonably consistent with the provisions hereof.

(b) Declarant specifically grants to the local water supplier, electric company, and natural gas supplier easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the dwelling on any Unit, nor shall any utilities be installed or relocated on the Properties, except as approved by the Board of Directors.

13.3. Easement to Serve Additional Property. The Declarant hereby reserves for itself, Fate Land, and other Declarant Affiliates, such parties' designees, agents, representatives, employees, successors, assigns, licensees and mortgagees, an easement over the Common Area and any easement on recorded plats of the Property or otherwise granted by Declarant or the Association pursuant to Section 13.2(a), for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, right of ingress and egress over the Common Area for construction of roads and for connecting and installing infrastructure and utilities on such property (with such terms infrastructure and utilities having the meanings provided in Section 13.2(a)). Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

13.4. Easement for Emergency Vehicles. The Common Area and the common property of any Village Association is burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties.

13.5. Easement for Cross Drainage. Every Unit and the Common Area shall be burdened with an easement for natural drainage of storm water runoff from other portions of the Properties.

13.6. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, By-Laws, and rules, which right may be exercised by any member of the Board, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

Article XIV MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

14.1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of the following:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or By-Laws relating to such Unit or the Owner or Occupant which is not cured within 60 days. Notwithstanding this provision, any

holder of a first Mortgage is entitled to written notice upon request from the Association of any default in the performance by an Owner of a Unit of an obligation under the Declaration or By-Laws which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of the specified percentage of Eligible Holders.

The Association may, but shall not be obligated to, give similar notices to any other holder of a first Mortgage of which the Association is aware but which has not become an Eligible Holder.

14.2. Special Voting Requirements. Unless more than fifty percent (50%) of the Eligible Holders or more than fifty percent (50%) of the total Association vote entitled to cast consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Villages or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(c) By act or omission, change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Units and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the

lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

14.3. Other Provisions for First Lien Holders. To the extent possible under Texas law:

(a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which more than fifty percent (50%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which more than fifty percent (50%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

14.4. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

14.5. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

14.6. Amendment by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or the Veterans Administration subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, (a) the Declarant may record an amendment to this Article to reflect such changes or (b) the Board may record such as an amendment.

14.7. Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Texas law for any of the acts set out in this Article.

14.8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Article XV
PRIVATE AMENITIES

15. 1. General.

(a) Private Amenities are not part of the Properties nor are they Common Areas. Access to and use of the Private Amenities is strictly subject to the rules and procedures of the respective owners of the Private Amenities, and no Person gains any right to enter or to use those facilities by virtue of membership in the Association or ownership or occupancy of a Unit.

(b) Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Amenities. The owners of the Private Amenities shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

15.2. Ownership and Operation of Private Amenities.

(a) All Persons, including all Owners, are hereby advised that no representations or warranties, either written or oral, have been or are made by the Declarant or any other Person with regard to the nature or size of improvements to, or the continuing ownership or operation of the Private Amenities. No purported representation or warranty, written or oral, in regard to the Private Amenities shall be effective unless set forth in an amendment to this Declaration executed by the Declarant and the owner of the Private Amenity.

(b) The ownership and/or operation of the Private Amenities may change at any time and from time to time by virtue of, but without limitation, (i) the sale to or assumption of operations of the Private Amenities by an independent Person; (ii) the conversion of the ownership and/or operating structure of the Private Amenities to an "equity" club, in addition to such clubs as may now exist, or similar arrangement whereby the Private Amenities or the rights to operate it are transferred to an entity which is owned or controlled by its members; or (iii) the transfer of ownership or control of the Private Amenities to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association, any Village Association or committee, or any Owner shall be required to effectuate such transfer or conversion.

Article XVI

DECLARANT'S RIGHTS

Section 16. 1. Transfer of Declarant's Rights. Any or all rights and obligations of Declarant may be transferred to other Persons, but the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the By-Laws and shall not be effective unless signed by Declarant and duly recorded in the County Clerk's Office, Rockwall County, Texas. Nothing in this Declaration shall be construed to require Declarant, any Declarant Affiliate or any successor to develop any of the property described in Exhibit "A" and

Exhibit "B" in any manner whatsoever or to subject any part of the property in Exhibit "B" to this Declaration.

Section 16.2. Occupancy of Common Areas. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sales of Units by Declarant and Builders shall continue, it shall be expressly permissible for the Declarant, Fate Land, other Declarant Affiliates and Builders authorized by Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, and sales offices. The Declarant, Fate Land, other Declarant Affiliates and Builder(s) authorized by Declarant shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Units owned or leased by the Declarant, Fate Land, other Declarant Affiliates or a Builder and any clubhouse or community center which may be owned by the Declarant, Fate Land, other Declarant Affiliates or the Association, as models and sales offices, respectively.

Section 16.3. No Recordation of Other Restrictions. So long as Declarant continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's prior written consent. Any attempted recordation without compliance herewith shall result in such instrument being void unless a consent of Declarant is subsequently recorded in the public records.

Section 16.4. Changes in Master Plan. Each Owner, by accepting title to a Unit and becoming an Owner, acknowledges awareness that Woodcreek is a master planned community, the development of which is likely to extend over many years, and agrees not to protest or otherwise object to (i) zoning or changes in zoning or to uses of, or changes in density of, the Properties (other than within said Owner's Village), or (ii) changes in any conceptual or master land plan for the Properties, including, but not limited to, the Master Plan (other than within said Owner's Village); provided, such revision is or would be lawful (including, but not limited to, lawful by special use permit, variance or the like) and is not inconsistent with what is permitted by the Declaration (as amended from time to time). Notwithstanding anything to the contrary in this Article, the provisions of this Article shall be enforceable only to the extent not in violation of any applicable provision of law.

Section 16.5. No Amendment. This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Article XVII

DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODCREEK - Page 40

17.1. Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Association, Declarant, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, and to avoid the emotional and financial costs of litigation, if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the By-Laws, the Association rules, or the Articles (collectively "Claim"), except for those Claims authorized in Section 17.2, shall be resolved using the procedures set forth in Section 17.3 in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim.

17.2. Exempt Claims. The following Claims ("Exempt Claims") shall be exempt from the provisions of Section 17.3:

- (a) any suit by the Association against any Bound Party to enforce the provisions of Article X (Assessments);
- (b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article XI (Architectural Standards) and Article XII (Use Restrictions and Rules);
- (c) any suit between Owners (other than Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under federal law or the laws of the State of Texas in the absence of a claim based on the Declaration, By-Laws, Articles or rules of the Association, if the amount in controversy exceeds \$5,000;
- (d) any suit arising out of any written contract between Owners, or between the Declarant (or any Declarant Affiliate) and any Builder, which would constitute a cause of action under the laws of the State of Texas in the absence of the Declaration, By-Laws, and Articles or rules of the Association; and
- (e) any suit involving two or more parties if all parties are not Bound Parties.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 17.3, but there shall be no obligation to do so. The submission of an Exempt Claim involving the Association to the alternative dispute resolution procedures of Section 17.3 shall require the approval of the Association.

17.3. Mandatory Procedures For All Other Claims. All Claims other than Exempt Claims shall be resolved using the following procedures:

(a) Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim;

(ii) the basis of the Claim (i.e., the provisions of this Declaration, the By-Laws, the Articles or rules of the Association or other authority out of which the Claim arises);

(iii) what Claimant wants Respondent to do or not do to resolve the Claim; and

(iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) (i) Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(ii) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) (i) If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days within which to submit the Claim to mediation under the auspices of an independent mediation service designated by the Association, the local Chapter of the Community Association Institute, or such other independent agency providing similar services upon which the Parties may mutually agree.

(ii) If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, however, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(iii) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination

of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

(iv) Each Party shall, within five (5) days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent. The Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(d) (i) If the Parties do not agree in writing to accept either the Settlement Demand, the Settlement Offer, otherwise resolve the Claim within fifteen (15) days of the Termination of Mediation, the Claimant shall have fifteen (15) additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit "D" or the Claim shall be deemed abandoned and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(ii) This subsection (d) is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration laws of the State of Texas. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Texas.

17.4. Allocation of Costs of Resolving Claims.

(a) Each Party shall bear its own costs incurred prior to and during the proceedings described in Section 17.3 (a), (b), (c) and (d) including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 17.3(c).

(b) Each Party shall bear its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 17.3(c) and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in subsection 17.4(c).

(c) Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add such Claimant's Post Mediation Costs to the Award, such Costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant

than Respondent's Settlement Offer to that Claimant shall also award to such Respondent its Post Mediation Costs, such Costs to be borne by all such Claimants.

17.5. Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 17.3 and any Party thereafter fails to abide by the terms of such agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 17.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, reasonable attorneys' fees and court costs.

Article XVIII GENERAL PROVISIONS

18.1. Term.

(a) Unless terminated as provided in Section 18.1(b), this Declaration shall have perpetual duration. If Texas law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each, unless terminated as provided herein. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

(b) Unless otherwise provided by Texas law, in which case such law shall control, this Declaration may not be terminated within twenty (20) years of the date of recording. Thereafter, it may be terminated only by an instrument signed by Owners of more than fifty percent (50%) of the total Units within the Properties and by the Declarant, if the Declarant or any Declarant Affiliate owns any portion of the property in Exhibits "A" or "B", which instrument is recorded in the County Clerk's Office, Rockwall County, Texas.

18.2 Amendment.

(a) Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, HUD, the Veterans Administration, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to intake or purchase mortgage loans on the Units; (iv) to enable any governmental agency or reputable private insurance company to insure mortgage

loans on the Units; or (v) to satisfy the requirements of any governmental agency. However, any unilateral amendment by Declarant shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as the Declarant, Fate Land or another Declarant Affiliate still owns property described in Exhibits "A" or "B", it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing fifty percent (50%) of the total Class "A" votes in the Association and the consent of the Declarant, so long the Declarant has an option to subject additional property to this Declaration pursuant to Section 9.1. In addition, the approval requirements set forth in Article XIV hereof shall be met if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

(c) To be effective, any amendment must be recorded in the County Clerk's Office, Rockwall County, Texas. If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

18.3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

18.4. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth 11, Queen of England.

18.5. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of at least fifty percent (50%) of the total Class "A" and Class "B" votes and with the consent of the Declarant so long as the Declarant or any Declarant Affiliate owns any property on Exhibits "A" or "B". This Section shall not apply, however, to: (a) actions brought by the Association to enforce the provisions of this Declaration or any Supplemental Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article X; (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against

any contractor or vendor arising out of a contract for services or supplies between the Association and such contractor or vendor. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

18.6. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Village and the Association may, but shall not be required to, enforce the covenants, conditions, and provisions of any Village; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Village shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

18.7. Use of the Word "Woodcreek". No Person shall use the word "Woodcreek" or any derivative in any printed or promotional material without the Declarant's prior written consent. However, Owners and Builders may use the term "Woodcreek" in printed or promotional matter where such term is used solely to specify that particular property is located within the Woodcreek development. The Association or any Village shall be entitled to use the word "Woodcreek" in its name.

18.8. Compliance. Every Owner and occupant of any Unit shall comply with this Declaration, the By-Laws, and the rules of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Association or, in a proper case, by any aggrieved Unit Owner(s).

18.9. Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

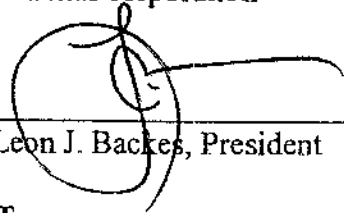
18.10 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

[Signatures are on next page]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 25th day of March, 2003.

DECLARANT:

PRA/FATE DEVELOPMENT
CORP., a Texas corporation

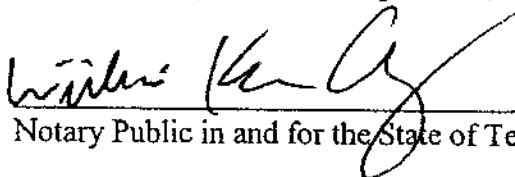
By: 
Leon J. Backes, President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 24 day of March, 2003, by Leon J. Backes, President of PRA/Fate Development Corp., a Texas corporation, on behalf of said corporation.

[SEAL]


Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

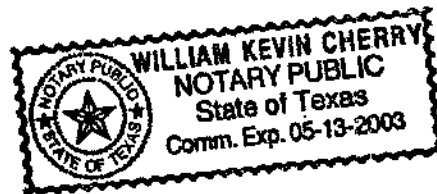


EXHIBIT "C"**Initial Use Restrictions**

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article XII of the Declaration.

1. **General.** The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibits "A" or "B," offices for any property manager retained by the Association or business offices for the Declarant or the Association) consistent with this Declaration and any Supplemental Declaration. It is understood and agreed that (a) the Association shall have the right (but not the obligation) to enforce any of the restrictions contained in this Declaration as amended and supplemented or which are otherwise adopted by the Association and (b) the Association may in fact choose not to take action to enforce certain restrictions based on any number of considerations, including without limitation the relative seriousness of the violation, the relative costs and risks associated with enforcing compliance and any governmental limitations or circumstances which may affect such enforcement. The Association and all related parties shall have no responsibility or liability for any failure to enforce a restriction as provided with more particularity in Article XI of this Declaration.

2. **Restricted Activities.** The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas; provided further, mobile homes and recreational vehicles shall be exempt from this provision for such period of time as is reasonably necessary to load and unload;

(b) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be

kept on leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law;

(c) Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

(d) Any activity which violates local, state or federal laws or regulations; provided, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Unit;

(f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

(g) Outside burning of trash, leaves, debris or other materials except during the normal course of constructing a dwelling on a Unit;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusive for security purposes;

(i) Use and discharge of firecrackers and other fireworks;

(j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant, Declarant Affiliates and Builders may dump and bury rocks and trees removed from a building site on such building site;

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pickups, and then only in approved containers;

(l) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant, Declarant Affiliates and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;

(m) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the County

Clerk's Office, Rockwall County, Texas, except that the Declarant and Declarant Affiliate shall be permitted to subdivide or replat Units which it owns;

(n) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams or other bodies of water within the Properties. The Declarant, Declarant Affiliates, and their successors and assigns shall be permitted and shall have the exclusive right and easement to draw water from lakes, ponds and streams within the Properties for purposes of irrigation and such other purposes as Declarant shall deem desirable for the benefit of any property described in Exhibit "A" or "B." The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the Properties.

(o) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant, Declarant Affiliates, and their successors and assigns may operate such a program with respect to Units which such a party owns;

(p) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(q) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to an under ground fuel tank approved by the NCC;

(r) Any garage, moving or rummage sale or similar activity without the prior approval of and in the sole discretion of the Board. Any business, trade or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve door-to-door solicitation of residents of the Properties or visitation of the Unit by clients, customers, suppliers or other business invitees (or only involves an irregular and nominal level of such visitation as determined in the sole discretion of the Board); (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board; and (v) there is no signage or other advertising with the business name or anything about the business on the exterior of the home on the Unit, on the mailbox for the Unit or otherwise on the exterior of the Unit.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of

goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

The leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant, a Declarant Affiliate or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation of timeshare or similar programs.

3. Prohibited Conditions. The following shall be prohibited within the Properties:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties;

(b) Structures, equipment or other items on the exterior portions of a Unit which have become rusty, dilapidated or otherwise fallen into disrepair;

(c) Water wells, sprinkler or irrigation systems or wells of any type which draw water from the ground under an Unit or under any portion of the Properties or other properties or which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Properties or outside the Properties, except that Declarant, Declarant Affiliates and the Association shall have the right to draw water from such sources;

(d) Capturing, trapping or killing of wildlife within the Properties, except in circumstances posing an imminent threat to the safety of persons using the Properties;

(e) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(f) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without the prior approval of the appropriate committee pursuant to Article XI;

(g) Leaving any garage door open when not in use;

(h) Operation of motorized vehicles on pathways or trails maintained by the Association; and

(i) ~~Any~~ construction, erection, or placement of a thing, permanently or temporarily, on the outside portions of the Unit whether such portion is improved or unimproved, unless

approved by the New Construction Committee or Modifications Committee as set forth in Article XI of the Declaration or as otherwise provided in this Declaration or a Supplemental Declaration. This shall include, without limitation, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; electric bug killers; woodpiles; above-ground swimming pools; docks, piers and similar structures; hedges, walls, dog runs, animal pens, or fences of any kind; and for sale or rent signs.

4. Leasing of Units. "Leasing," for purposes of this Paragraph 4, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term, which requirements may differ from Village to Village. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing in a manner consistent with Section 12.4(f).

EXHIBIT "D"**Rules of Arbitration**

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice").

2. Each Party shall select an arbitrator ("Party Appointed Arbitrator"). The Party Appointed Arbitrators shall, by agreement, select one or two neutral arbitrators ["Neutral(s)"] so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within twenty (20) days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting Neutrals in place of any missing Party Appointed Arbitrator. The Neutral arbitrators shall select a chairperson ("Chair").

3. If the Panel is not selected under Rule 2 within forty-five (45) days from the date of the Arbitration Notice, Claimant may notify the Texas chapter of The Community Associations Institute, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator ("Arbitrator"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.

5. The Arbitrator or Chair, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.

8. There shall be no stenographic record of the proceedings.

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9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.
10. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of an evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.
11. The Arbitrator shall declare the hearings closed when satisfied the record is complete.
12. There will be no posthearing briefs.
13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than fourteen (14) days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.
14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.
15. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.