

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR FOREST CREEK ESTATES
IN THE CITY OF LUCAS, TEXAS

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration"),
is made and entered into this 24th day of September, 1997 FOREST CREEK ESTATES A
Subdivision of United Standard Realty Mortgage Corporation, ("Declarant").

WITNESSETH:

Declarant if the owner of that certain tract of land, the plat recorded in the
Land Records of Collin County, Texas, as FOREST CREEK ESTATES described on Exhibit "A"
attached hereto and incorporated herein by reference for all purposes.

Declarant desires to subject FOREST CREEK ESTATES (the "Property") to the
covenants, conditions, and restrictions, hereinafter set forth, each and all of which
is and are the benefit of the Property and each owner thereof.

NOW, THEREFORE, Declarant declares that the Property is and shall be held,
transferred, improved, sold, conveyed, and occupied subject to the covenants, conditions,
and restrictions (sometimes collectively referred to as the "Covenants and Restrictions"
hereinafter set forth).

EXHIBIT "A" USE OF LOTS-PROTECTIVE COVENANTS

- Section 1. Property shall be used as a single-family dwelling only.
- Section 2. Minimum Square Feet. The total floor area of the single family residence
exclusive of porches, garages, patios, terraces, and breezeways shall not
be less than 2800 square feet. In case of a structure with one and one-
half stories or two stories in height, not less than 2000 square feet will
be allowed on the ground floor of the structure (exclusive of porches, garages,
patios, terraces and breezeways).
- Section 3. Roof pitch shall be 8' by 12' minimum unless special design house which
must be approved by the Architectural Control Committee.
- Section 4. No mobile or manufactured homes. No house trailers or mobile homes shall
be placed, parked, or permitted on any Lot. No structure of a temporary
character, trailer, basement, tent, shack, garage, barn or other outbuilding
shall be used on a Lot at any time as a residence either temporarily or
permanently.
- Section 5. No houses are to be moved and erected on any Lot.
- Section 6. Only new construction of buildings shall be permitted.
- Section 7. No commercial vehicles, including buses, trucks of more than one ton, or
vehicles other than owners' personal automobiles shall be parked on the
streets or driveways overnight.
- Section 8. No storage of any type of junk shall be allowed. In addition, all property
shall be neat and orderly.
- Section 9. Recreational vehicles, stock trailers and boats on trailers may be kept if
parked behind the main building and stored so as not to be offensive to
neighbors.
- Section 10. No obnoxious or offensive activities, or anything that may become a nuisance
or annoyance to the neighborhood, will be allowed.
- Section 11. No hunting or shooting shall be conducted on any property in this addition.
- Section 12. No signs of any kind shall be displayed, except property-for-sale signs or
building contractor signs.
- Section 13. No type of oil drilling, excavation or development shall be allowed. No
erection of antennas 15 feet above the highest point of the roof line of
said dwelling shall be allowed.

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- Section 14. No animals allowed, except 1 horse per acre fenced in. Any variance must be approved by the Architectural Control Committee. Dogs, cats and other household pets may be kept in a discreet way. A maximum of 4 dogs and 4 cats are permitted. No livestock or poultry of any kind shall be kept on any lot in said subdivision. No commercial breeding and/or sale is permitted.
- Section 15. All fencing fronting the road shall be made of wood, masonry or other material approved by the Architectural Control Committee. Chain link fences shall not be permitted except for dog runs as long as they are placed in the rear of the property in a matter which is not offensive to neighbors. All fencing must be behind the main structure.
- Section 16. No property shall be used as a dumping ground of any kind.
- Section 17. Roofs must be 30 year multi layer or approved by the Architectural Control Committee.
- Section 18. Driveways shall be of hard surface or approved by the Architectural Control Committee.
- Section 19. Air conditioning equipment shall be installed away from the front of the house unless properly screened and approved by the Architectural Control Committee.
- Section 20. All mail boxes shall be permanently affixed on a pole or stand.
- Section 21. All building shall be constructed by a professional contractor, and the exterior shall be completed within 120 days from the date construction begins (75% masonry or substitution as approved by the Architectural Control Committee). Outbuildings such as garages and barns shall comply with the same.
- Section 22. Reroofing materials are restricted by the restrictions and must be approved in writing by the Architectural Control Committee.
- Section 23. No lots may be divided into smaller tracts or lots.
- Section 24. Garbage cans shall be kept from sight on the street or neighboring lots. No weeds, unsightly growth, or debris will be allowed to exist on any lot. The Architectural Control Committee reserves the right to remove accumulated debris and bill the lot owner accordingly.
- Section 25. Garage Requirements. Garage can be detached and open to side or rear but not open to the front. (Any Porto-cochere must also have approval of the Committee.)
- Section 26. Height. No improvement on any Lot shall be higher than two (2) stories in height
- Section 27. Builders must use Mary Lee Entrance for all construction vehicles when building.
- Section 28. Brick posts with lights shall be placed at each side of each driveway. Said lights must be operating from dusk until dawn and be a minimum of 18" from concrete.
- Section 29. Architectural Control Committee. The Architectural Control Committee, herein after called "the Committee" shall be composed of two (2) individuals selected and appointed by the Declarant. Declarant hereby appoints, as the original and initial Architectural Control Committee members, Frank Aaron and Marvin G. Shwiff. The Committee shall function as the representatives of Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first class residential single family development.

The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining member shall have the full authority to designate and appoint a successor. Each member of the Committee or its designated representative, shall neither be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to these covenants and restrictions.

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No building, structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of such building, structure or improvement have been submitted to and approved in writing by the Committee as to: (i) quality of workmanship and materials, (ii) conformity and harmony of external design, color and texture, with existing structures, (iii) the other standards set forth within this instrument.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other set of plans and specifications will be marked "Approved" and returned to the Lot owner. If found not to be in compliance with these covenants and restrictions, one set of plans and specifications will be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these covenants and restrictions. Any modifications or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required in these covenants shall be in writing.

If the Committee, or its designated representatives, fails to approve or disapprove such plans and specifications within thirty(30) days after they have been submitted to it, and if no suit to enjoin the Construction is commenced prior to substantial completions of such construction, then Committee approval shall be presumed.

All Deed Restrictions listed above can be changed with the approval of two-thirds of the homeowners.

GENERAL PROVISIONS

SECTION 1. DURATION. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty-five (35) years from the date that this Declaration is recorded in the office of the County Clerk of Collin County, Texas, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the owners representing seventy percent (70%) of the Lots in the Addition and has been recorded in the Deed Records, Collin County, Texas, agreeing to abolish the Covenants, Conditions, and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreement to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

SECTION 2. FAILURE TO COMPLY. Should any Builder/Purchaser of lots in this Subdivision, who has said lots under contract for future closing according to the Take Down Schedule previously agreed to, fail to comply with any of the provisions of these Covenants, Conditions, and Restrictions he/she shall be required to surrender all right and interest in said lots and forfeit any earnest money applied thereto. This provision applies also to heirs and/or assigns of said Builder/Purchaser.

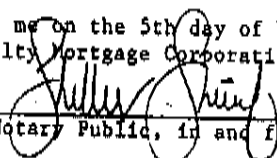
In Witness Whereof, FOREST CREEK ESTATES, A Subdivision of United Standard Realty Mortgage Corporation, being the Declarant herein, has caused this instrument to be executed this 5th day of May, 1997.

FOREST CREEK ESTATES, A Subdivision of
United Standard Realty Mortgage Corporation

By: 
Frank Aaron, President

State of Texas)(
County of Collin)(

This instrument was acknowledged before me on the 5th day of May, 1997 by Frank Aaron, President of United Standard Realty Mortgage Corporation.


Notary Public, in and for the State of Texas
My Commission Expires 8/20/1999