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MASTER DECLARATIONS

OF

COVENANTS AND RESTRICTIONS

FOR

BUFFALO CREEK COUNTRY CLUB ESTATES

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HEATH, TEXAS

BUFFALO CREEK COUNTRY CLUB ESTATES

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MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

THIS MASTER DECLARATION, made this 15th day of December A.D., 19 87, by Whittle Development, INC., hereinafter called OWNER,

WITNESSETH:

WHEREAS, Developer is the owner of real property located in Heath, Texas near Lake Ray Hubbard, and described in Exhibit A of this Master Declaration, and Developer desires to create hereon a sub-divided community characterized by Common Areas, an eighteen hole golf course and a living architectural style which springs from the philosophy that individuals can live in and with nature with a minimum of intrusive effect, and where residents and visitors will be insured the full enjoyment of the natural advantages of the area through careful planning which will foster controlled, individual expression within the environment as presently exists; and

WHEREAS, Developer desires to serve both public and private interests by encouraging a beneficial land use which will retain the unique beauty of the land and create an atmosphere enriching the spirit of its participants, by providing for the preservation of the countryside environment for the present and future enjoyment of all; by providing for enhancement of the property values, amenities and opportunities in said community; and by providing for the maintenance of The Properties and improvements thereon, and to this end desires to subject the real property described in Exhibit A together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has incorporated under the laws of the State of Texas the Buffalo Creek Country Club Estates Community Association, Inc., as a nonprofit corporation for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Exhibit A, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") in the manner hereinafter set forth.

ARTICLE I

Section 1. Definitions. Unless the context otherwise specifies or requires, the terms defined in this Article shall, for all purposes of Buffalo Creek Country Estates Master Declaration and Supplementary Declaration, and Book of Resolutions have the meanings herein specified.

(a) "Addition" shall mean structural and non-structural expansion of an existing Structure or Improvement, except as otherwise specifically used in Article II of this Master Declaration.

(b) "Architect" shall mean a person appropriately licensed to practice architecture or landscape architecture in any of the United States.

(c) "Articles" shall mean the Articles of Incorporation of The Buffalo Creek Country Club Estates Community Association, Inc., which are or shall be filed in the Office of the Secretary of State of the

BUFFALO CREEK COUNTRY CLUB ESTATES

Master Declaration of Covenants and Restrictions

The Protective covenants shall apply to the entire area of Development as described in Exhibit "A". Land use shall be governed by the Deed Restrictions for neighborhood quality and property value protection. Strict controls shall be performed by the Community Association thru the Environmental Committee.

Each and every Owner of property within the subdivision is subject to all covenants and restrictions within this declaration. The property Owner is subject to these existing regulations and any which may be added or amended by the voting power of the Community Association, to which each property Owner shall be a member.

There shall not be a change of Ownership of property without the purchaser having access to full knowledge of the provisions herein and issuing signature of acceptance of a copy of the Master Declaration of Covenants and Restrictions and Supplementals.

Property Purchaser Name: _____

Signature: _____

Date Received Master Declaration of Covenants and Restrictions

Witness

Title

State of Texas as such Articles of Incorporation may from time to time be amended.

(d) "Assessment" shall mean any Assessment levied pursuant to the Master Declaration, including General Assessments, Parcel Assessments, Special Assessments for Capital Improvement and Special Assessments for Maintenance of Property.

(e) "Association" shall mean The Buffalo Creek Country Club Estates Association, Inc., as established by the Articles and its successors and assigns.

(f) "Board" shall mean the Board of Directors of the Association.

(g) "Book of Resolutions" shall mean the document containing policies and procedures adopted by the Board of Directors as same may be from time to time amended.

(h) "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board as such By-Laws may from time to time be amended.

(i) "Carport" shall mean an open or not fully enclosed Structure for motor vehicle storage or parking.

(j) "Certified for Occupancy" shall mean the act of the local government and the Environmental Committee which certifies that a Structure may be occupied.

(k) "Buffalo Creek Country Club Estates" shall mean all of the real property referred to in Exhibit A of the Master Declaration together with such other real property from time to time annexed thereto pursuant to the provisions of Article II of the Master Declaration.

(l) "Buffalo Creek Country Club Estates Environmental Committee" shall mean the Committee created pursuant to Article VI of the Master Declaration.

(m) "Common Area" shall mean those areas of land shown on any Recorded Subdivision Map of The Properties and improvements thereto, which are deeded or intended to be deeded, to the Association for the common use and enjoyment of the members. Such areas may include, Utility Areas and Utility Easements.

(n) "Condominium" shall mean a condominium as defined in the Condominium Act, Article 1301a, Title 31, Texas Civil Statutes.

(o) "Contract Seller" shall mean the Owner of a Lot who has agreed to sell his Lot to a purchaser in a Contract of Sale, but has not conveyed title by deed to such purchaser.

(p) "Court Yard" shall mean that portion of a Garden Wall Lot lying between the Court Yard Line and the adjacent Side Lot Line, and between the Garage Zone and the Rear Yard.

(q) "Court Yard Line" shall mean that line which defines the Court Yard other than Lot lines or other area set back lines.

(r) "Developer" shall mean Whittle Development, Inc., and its successors and assigns.

(s) "Environmental Policy" shall mean policies and procedures adopted by The Buffalo Creek Country Club Estates Environmental Committee pursuant to Article VI of the Master Declaration.

(t) "Excavation" shall mean any disturbance of the surface of the land (except to the extent reasonably necessary for planting) which results in a change in grade or the removal of earth, rock or other substance from below the natural surface of such land.

(u) "Exterior Refinishing" shall mean painting a Structure or Improvement in a changed color scheme from that existing on said Structure or Improvement, or resurfacing said Structure or Improvement.

(v) "Fees" shall refer to: (1) Such Fees as may be adopted and published by the Board of Directors pursuant to Article VII of the By-Laws, and (2) Such Fees as may be adopted by the Environmental Committee pursuant to Article VI of the Master Declaration.

(w) "File; Filed" (See "Record or Recorded").

(x) "File Plat" shall mean a Subdivision Map that has been duly Filed in the local government Recording office having jurisdiction.

(y) "Fill" shall mean any addition of rock or earth materials to the surface of the land which increases the natural elevation of such surface.

(z) "Front Lot Line" shall mean that Lot Line which is contiguous to the Street servicing said Lot. In those cases where a Lot has double Street frontage or is not contiguous to a platted Street, the Front Lot Line shall be as designated by the Supplementary Declaration.

(aa) "Front Yard" shall mean that portion of a Lot lying between the Front Lot Line and the Front Yard Line.

(ab) "Front Yard Line" shall mean that line other than Lot Lines which designates the Front Yard.

(ac) "Garage" shall mean a completely enclosed Structure for motor vehicle storage or parking. Such Garage may or may not be attached to a Living Unit.

(ad) "Garage Zone" shall mean that portion of a Lot located between the Side Lot Line and the Garden Wall Lot Line and between the Front Yard and the Court Yard.

(ae) "Garden Home" shall mean those residential Structures characterized by a Garden Wall except as otherwise specifically provided, and situated or to be situated upon Garden Wall Lots.

(af) "Garden Wall" shall mean an exterior wall of a Garden Home intended to be located immediately adjacent to the Garden Wall Lot Line of a Lot.

(ag) "Garden Wall Lot Line" shall mean that Lot Line upon which the Garden Wall of a Garden Home shall be located and designated as such by the Supplementary Declaration.

(ah) "Guest" shall mean an invitee of Buffalo Creek Country Club Estates Resident, the Association or its members.

(ai) "Improvement" shall mean things that enhance The Properties such as roads, driveways, parking areas, walks, fences, landscaping, retaining walls, space dividers, decks, patios, swimming pools, windbreaks, poles, signs, towers, and similar elements exclusive of Structures.

(aj) "Landscape" shall mean to arrange or to change features of the land aesthetically.

(ak) "Living Unit" shall mean any portion of a Structure situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(al) "Lot" shall mean any numbered Lot as designated on a Subdivision Map of The Properties or any Living Unit in a Single Family, Multi-Family or Duplex Family Structure. Land owned in common as part of a Multiple Family Structure shall cease being a Lot for purposes of this Master Declaration when such Structure has been constructed and the first apartment or Living Unit therein has been Certified for Occupancy by the City and the Environmental Committee.

(am) "Lot Splitting" shall mean the division of any numbered Lot on a Subdivision Map into two or more Lots.

(an) "Maintenance Trust" shall mean the depository agreement established by a trust agreement between Owners, the Association and a

designated depository for the purpose of receiving regular payments from the Owner to be held, managed, invested and disbursed for his benefit and in satisfaction of his obligations for maintenance, insurance, utilities, residential services or such other obligations for which the Owner may be, or become, responsible.

(ao) "Major Remodeling" shall mean structural changes and Additions to the exterior appearance of a Structure or Improvement such as changes in the roof line and position of exterior walls.

(ap) "Manager" shall mean the person or corporation which the Board of Directors, pursuant to the By-Laws, may from time to time employ to manage the affairs of the Association.

(aq) "Master Declaration" shall mean the Master Declaration of Covenants and Restrictions for Buffalo Creek Country Club Estates, Texas, as same may from time to time be amended.

(ar) "Minor Exterior Remodeling" shall mean non-structural alterations to the exterior appearance of a Structure or Improvement such as Additions to decks, porches, fences and driveway surfaces.

(as) "Multiple Family Structure" shall mean a residential Structure such as a duplex, apartment house or Condominium Structure containing two or more individual apartments or Living Units and constructed on a Lot whose use is designated in the Supplemental Declaration and/or Master Plan as Multiple Family residential.

(at) "New Construction" shall mean original Structures, and Improvements and shall not pertain to remodeling or Additions.

(au) "Notice" shall mean notification as described in the By-Laws except as may otherwise be specified in the Master Declaration, Supplementary Declaration and Book of Resolutions.

(av) "Occupant" shall mean those who may or may not be owners who occupy a Living Unit or Commercial Lot.

(aw) "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including Contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

(ax) "Parcel" shall mean all platted subdivisions of one or more Lots which are subject to the same Supplementary Declaration.

(ay) "Privacy Wall" shall mean the separation Structure wall or fence centrally located on a Lot Line which requires mutual responsibility by the Owner of each Lot according to law.

(az) "Private Area" shall mean that part of a Lot in which the Owner may create personal privacy for his family and Guests through the enclosure or demarkation of part of the Lot. The Environmental Committee with the owner shall determine what portion of the Rear Yard shall be Private Area and what portion may allow fencing.

(ba) "Private Street or Private Road" shall mean any paved vehicular way built to city street standards, and shall exclude any apron or other paved area constructed for the purpose of providing paved access from such Street to any Lot.

(bb) "Public Street" shall mean any paved vehicular way built to city street standards and dedicated for public use.

(bc) "Rear Yard" shall mean that portion of a Lot lying between the Rear Lot Line and the Rear Yard Line.

(bd) "Rear Yard Line" shall mean that line other than Lot Lines which defines the Rear Yard.

(be) "Record or Recorded" shall mean, with respect to any document, that said document shall have been duly Recorded in the local governmental Recording office having jurisdiction.

(bf) "Recreational Facility" shall mean any Improvement or Structure used for or in connection with any recreational purpose.

(bg) "Right to Contribution" shall mean the Owners of a Privacy Wall shall equally share in the cost of repair, maintenance and reconstruction of said Privacy Wall.

(bh) "Side Lot Line" shall mean (a) that Lot Line opposite the Garden Wall Lot Line on a Garden Wall Lot, or (b) those Lot Lines that connect the Front Lot line to the Rear Lot Line on a Townhome Lot or conventional Subdivision Lot.

(bi) "Structure" shall mean any building or part thereof intended to protect people or goods from climatic conditions and shall include commercial buildings, residences, garages, carports, and related accessory Structures.

(bj) "Subdivision Map" (See File Plat).

(bk) "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be Recorded by the Developer, which extends the provisions of this Master Declaration to a Parcel and contains such complementary provisions for such Parcel as are herein required by this Master Declaration.

(bl) "The Properties" shall mean and refer to all real property which becomes subject to the Master Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

(bm) "Townhome" shall mean those residential Structures characterized by two Privacy Walls, except end residential Structures which have only one Privacy Wall, situated or to be situated upon Townhome Lots.

(bn) "Unimproved Lot" shall mean any Lot on which no Structure or Improvement has been Certified for Occupancy.

(bo) "Utility Area" (See Common Area).

ARTICLE II

PROPERTY SUBJECT TO MASTER DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Master Declaration is any portion of the real property described in Exhibit A, which is or may hereafter be described and designated by the Owner in a Supplementary Declaration duly executed and recorded.

Section 2. Additions to Existing Property. Additional property may become subject to this Master Declaration in the following manner:

(a) Additions by the Developer. The Developer, its successors and assigns shall have the right to bring within the scheme of this Master Declaration additional property in the vicinage of the lands described in Exhibit A which is or may hereafter be described and designated in a Supplementary Declaration duly executed and Recorded.

(b) Other Additions. Notwithstanding the foregoing, additional lands may be annexed to the Existing Property upon approval in writing of the Owner and of the Association, pursuant to a majority of votes of the Owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

The additions authorized under subsections (a) and (b) shall be made by the Filing of Record one or more Supplementary Declarations with respect to the additional property.

(c) Mergers. Upon a merger or consolidation of another association with the Association, its properties, rights and obligations may, as provided in its Articles of Incorporation, by

operation of law be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be operation of law be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Master Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Master Declaration with the Existing Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members and Membership Address Notification. Every person or entity who is an Owner of a fee simple title to any Lot which is subject by covenants of Record to Assessment by the Association, including Contract Sellers, shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation.

For purposes of notification each member shall be responsible for advising the Association in writing of his correct current mailing address. All official notices shall be in accordance with the provisions of the By-Laws.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. The Class A Member shall be an Owner of a Lot and shall be entitled to one vote for each Lot owned. The Owner of a Commercial Lot shall have one vote for each two-thousand (2,000) square feet, or major portion thereof. The Owner of a Multiple Family Structure shall have one vote for each Living Unit.

Class B. The Class B Member shall be the Developer, who shall have one vote for each lot owned. The Class B Membership shall cease upon written notice to the Association.

When more than one person holds interest or interests in any Lot, the vote for such Lot shall be exercised as they among themselves determine. The Developer shall be the Class A Member and may exercise those votes to which he is entitled for each Lot owned and also each unit owned as in multiple family designation or otherwise.

ARTICLE IV

COMMON AREA

Section 1. Obligations of the Association. The Association, subject to the rights of the Owners set forth in the Master Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Members' Easement of Enjoyment. Subject to the provisions herein, and to the policies and procedures established by the Association, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Regulations for the various recreational areas shall be established by The Environmental Committee and voted on by The Association.

Section 3. Extent of Members' Easements.

(a) The Association shall establish policies and procedures by Resolution in accordance with the Master Declaration governing the use of the Property, including, but not limited to:

1. The use of roads including:
 - (a) Parking restrictions and limitations;
 - (b) Maximum speeds for vehicular travel
 - (c) The time or times when commercial vehicles may be permitted to use the roads; and
 - (d) The type or types of vehicles other than conventionally equipped passenger automobiles which may be permitted to use the roads.
2. The collection and disposal of refuse;
3. Burning and fires;
4. The maintenance of animals within The Properties; and
5. Camping.
6. Other land and water areas.

(b) The members' easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to establish and collect reasonable admission and other fees for the use of the Common Area;
2. The right of the Association to suspend the right of an Owner to use the recreational facilities for any period during which any Assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the recreational facilities for a period not to exceed sixty (60) days for any other infraction of this Master Declaration or the Book of Resolutions;
3. The right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities pursuant to approval of the Class B member and of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose;
4. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners, agreeing to such dedication or transfer, has been Recorded;
5. The right of the Association to grant easements or rights-of-way to all or any part of the Common Area to any public agency, authority or utility for the purpose of constructing, operating and maintaining thereon public thoroughfares and utility service systems pursuant to approval by the Class B member and two-thirds (2/3) majority vote of the Board of Directors at a regular meeting of the Board or at a meeting duly called for this purpose.

(c) Golf Course: The course is a public easement but restricted to membership only. Back yards which abut the course shall be an integral part to the function and use of the course. There will be certain times in which a person must ingress - egress the yard abutting the course and shall be granted this liberty.

1. There shall not be any fencing which will fully enclose any portion of the rear yard within fifty (50) feet of the course. Fencing for domestic pets, dog runs, etc. May be located along side yards or beyond the 50 foot limits.

2. Total fencing is required around a swimming pool. A locked gate shall be provided. The fence shall meet state and local safety standards. The security fence (not screen wall) shall not be solid wood.

3. The golf course is not a common area.

(d) Water Areas: Water areas are common property and for use by residents and guests. Fishing and boating is permitted but swimming is absolutely prohibited.

Section 4. Delegation of Use.

(a) Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his Guests.

(b) The Association hereby grants the members of Buffalo Creek Country Club Estates and their Guests the right of enjoyment and use of the Common Area and facilities therein (the golf course is not common area).

The provisions of (a) and (b) above shall be subject to such policies and procedures as may be established from time to time by the Association, and included within the Book of Resolutions.

Section 5. Improvement or Alteration of Common Area. No Improvement, Excavation or other work which in any way alters any Common Area from its natural or existing state on the date such Common Area was conveyed by the Owner to the Association shall be made or done except in compliance with the policies and procedures established by the Association.

Section 6. Damage or Destruction of Common Area by Others. In the event any Common Area is damaged or destroyed by an Owner or any of his Guests, Tenants, Licensees, Agents or Member of his Family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently with the approval of the Environmental Committee. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

Section 7. Title to Common Area. The Developer may retain the legal title to the Common Area or portion thereof until such time as they have completed improvements thereon, but notwithstanding any provision herein, the Developer hereby covenants that they shall convey the Common Area and portions thereof to the Association, free and clear of all liens and financial encumbrances. Members shall have all the rights and obligations imposed by the Master Declaration with respect to such Common Area. The Association shall be liable for payment of taxes for such Common Area after title is conveyed and each Owner shall pay directly to the taxing authority his equal share of such taxes.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Assessments and charges as are established by the Master Declaration and as set forth and subject to periodic changes by the Board.

All such Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land, shall be a continuing lien upon the property against which each such Assessment is made, and shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due.

Section 2. General Assessment.

(a) Purpose of Assessment. The General Assessment levied by the Association shall be used exclusively to promote the convenience, health, safety, and welfare of the residents of the Properties and in particular for the improvement, maintenance and operation of the Common Area and facilities.

(b) Basis for Assessment.

(1) Residential Lots: Each Living Unit which is Certified for Occupancy and each unimproved Lot which has been conveyed to an Owner who is not the Developer shall be assessed at a uniform rate.

(2) Developer-owned Property: The Class B member shall pay no Assessments except on property it owns which has been Certified for Occupancy. Such property shall be assessed as provided above.

(c) Maximum Annual Assessment.

(1) Within 30 days prior to the commencement of each fiscal year, the Board shall consider the current and future needs of the Association and, in light of those needs, shall fix by Resolution the annual assessment rate to be levied against each Lot.

(2) After January 1 of the year immediately following the commencement of Assessments, the Board of Directors may annually decrease the maximum annual assessment rate or increase the maximum annual assessment rate by no more than ten percent of the maximum for the current fiscal year, to become effective the first day of the next fiscal year.

(3) After January 1 of the year immediately following the commencement of Assessments, the Assessment basis and/or the maximum annual General Assessment may be changed by approval of the Class B Member and two-thirds (2/3) majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

(d) Method of Assessment. By a vote of two-thirds (2/3) of the directors, the Board shall fix the annual Assessment upon the basis provided above in an amount sufficient to meet the obligations imposed by the Master Declaration provided such amount does not exceed the current maximum. The Board shall set the date(s) such Assessment shall become due.

Section 3. Parcel Assessments.

(a) Purpose of Assessment. Parcel Assessments shall be used exclusively for the purpose of:

(1) Improvement and maintenance of property owned by the Association and principally used by the residents of the Parcel;

(2) Purchasing group services, including but not limited to insurance, trash collection, utilities, miscellaneous maintenance services, Repairs, modifications or those items approved by The Board.

(b) Method of Assessment. The Assessment shall be levied by the Association against Lots in a parcel, and collected and disbursed by the Association. By a vote of two-thirds (2/3) of the directors, the Board shall fix the annual Parcel Assessment for each Parcel; and date(s) such Assessments become due, with the advice of the Owners of The Lots in that Parcel.

Section 4. Special Assessment for Capital Improvement. In addition to the annual Assessments authorized above, the Association may levy in any Assessment year a special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such Assessment shall have the assent of the Class B Member and of two-thirds (2/3) of the votes of the Owners

who are voting in person or by proxy at a special meeting duly called for that purpose.

Section 5. Special Parcel Assessment for Capital Improvement. In addition to the annual Assessments authorized above, the Association may levy in any Assessment year a special Assessment against the Lots for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon that Parcel, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the Owners of Parcel who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Date of Commencement of Annual Assessments. The annual Assessments provided for herein shall commence with respect to assessable units within a Parcel on the first day of the month following conveyance of a Lot in the Parcel to an Owner who is not the Developer. The initial annual Assessment on any assessable unit shall be adjusted according to the number of whole months remaining in the fiscal year.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date may upon Resolution of the Board bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board for each Assessment period. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property or extinguish any utilities servicing the Owner's Lot. If the Association has provided for collection of annual or Parcel Assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Master Declaration shall be exempted from the Assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all Common Areas; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling or commercial use shall be exempt from said Assessments, charges or liens.

Section 10. Annual Budget. By a two-thirds (2/3) vote of the directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Master Declaration and any Supplementary Declarations will be met.

ARTICLE VI

ENVIRONMENTAL CONTROL

Section 1. The Environmental Committee. An Environmental Committee consisting of seven persons shall be appointed by the Class B Member. At least three of the seven members shall be Home Owners.

At such time as the Class B membership expires, the Committee shall be appointed by the Board of Directors.

Section 2. Purpose. The Environmental Committee shall regulate the external design, appearance, use, location and maintenance of The Properties and of improvements thereon consistent with the objectives of this Master Declaration and in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among Structures and the natural vegetation and topography.

Section 3. Duties. It shall be the duty of the Environmental Committee to consider and act upon such proposals or plans from time to time submitted to it in accordance with the Environmental Policies and Procedures Resolution(s) and to adopt, amend or repeal Environmental Committee Policies and Procedures Resolution(s) as provided hereinafter, to establish and collect appropriate fees to cover the cost of its services, and to perform such other duties as may be delegated to it from time to time by the Board.

Section 4. Adoption, Amendment and Repeal of Environmental Committee Resolutions. The Committee may adopt, amend or repeal Policies and Procedures Resolutions by a two-thirds (2/3) vote of the Environmental Committee, following a public hearing for which due notice has been provided and pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors. A copy of the adopted, amended or repeal Resolution, certified by the Chairman of the Environmental Committee, shall be included in the Book of Resolutions and shall have the same force and effect as if it were set forth in and were a part of this Master Declaration or any Supplemental Declaration.

Section 5. Procedures. An applicant may appeal an adverse Environmental Committee decision to the Board of Directors who may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

ARTICLE VII

USE OF PROPERTY

Section 1. Maintenance of Lots, Structures and Improvements.

(a) Covenant for Maintenance of Lots, Structures and Improvements. Unless otherwise provided in a Supplementary Declaration, each Owner shall keep all Lots owned by him and all Structures and Improvements therein or thereon in good order and repair, and free of debris including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all Structures and other Improvements, all in a manner and with such frequency as is consistent with good property management. Included is the 10 foot green belt along Buffalo Creek Country Club Drive which is within those lots facing the street, planting by the Developer, maintenance by lot Owner.

(b) Maintenance Trust Deposits. Unless otherwise provided in a Supplementary Declaration, as security for his obligation herein, the Owner shall deposit in the Maintenance Trust such annual amounts as may be established by the Board as necessary for such maintenance. The Board shall, from time to time, and as it deems necessary in its sole judgment, give notice to the Owner of any exterior maintenance so required. The Owner hereby grants to the Association or its designee the right to enter upon his Lot to correct drainage, and to repair, maintain and restore the Lot and the exterior of the Structure, and any other Improvements erected thereon. All costs related to such correction, repair, or restoration shall, at the sole direction of the Board, be charged against the Owner's account in the Maintenance Trust. Should such charge reduce the Owner's account below an amount deemed appropriate by the Board for subsequent maintenance, then the Owner shall make such additional deposits as the Board shall deem necessary for its reinstatement.

(c) Independent Lien for Maintenance Trust Deposits. All deposits to the Maintenance Trust shall be, and become, an independent lien upon each Owner's Lot if, and to the extent, not duly paid. Each Owner is deemed to covenant and agree to deposit in the Maintenance Trust the Maintenance Trust deposit. The Independent Lien for unpaid Maintenance Trust deposits shall have the same scope, enforceability, and priority afforded to assessment liens pursuant to Article V, Sections 7, 8 and 9 herein.

(d) In the event an Owner of any Lot shall fail to maintain the Lot and all the Structures and the Improvements situated thereon, as provided herein, or in a Supplementary Declaration, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

(e) Those areas designated on the plat or filed instrument which are Utility Access Easements shall not be obstructed. Such areas shall be vacant for accessible service.

(f) There shall not be allowed "On Street" parking along either side of Country Club Drive except by Guests for a short period of time. Property owner vehicles which are parked within the right-of-way will be towed and impounded at the total expense of the vehicle and/or Owner. Country Club Drive shall be designated as a fire lane, and should such impoundment of a vehicle or obstruction become necessary, there will also be assessed to that charge a civil violation fine by the City of Heath police department.

(g) Lots 35-41 within Block 2 shall be no greater than one single story above natural ground. Total height shall not exceed 24 feet unless approved by the Environmental Committee.

(h) There shall not be any front entrance to a residential garage. Entrance shall be side or rear.

(i) Structural facade shall be considered on its own merit as to be contiguous with surrounding structures. 80% masonry (including glass) shall be required with an architectural blend of other type materials as approved by the review committee.

(j) No 15,000 square foot lot dwelling unit structure shall contain less than 2500 square feet of air-conditioned space unless approved by the architectural review committee and sufficient justification presented by the Owner. Under no circumstances shall a 15,000 square foot lot dwelling unit contain less than 1,500 square feet of air-conditioned space. Patio lots shall have a minimum air-conditioned area of 1,500 square feet. Multi-family units shall have a minimum of 900 square feet of air-conditioned space.

(k) All materials used within the structural components of a dwelling unit shall be approved on their own merit.

(l) Each lot along and facing Country Club Drive shall not have driveways wider than to accommodate parking of 2 automobiles adjacent to each other. An abundance amount of concrete paving shall be discouraged. There shall be a 10 foot wide tree and landscape area on the front of all lots facing Country Club Drive which will be within the ownership of the lot Owner but explicitly under the control of the Community Association. Such strip is not common property and shall be maintained by the lot owner. Planting within the 10 foot limit plus 10 foot within the right-of-way shall be initially performed by the Developer and any addition or deletion of those plantings shall not be performed without prior approval by the Environmental control committee.

(m) Any type fencing shall not be installed without approval of the architectural control committee. Fencing shall be kept to a minimum. However any sub-surface areas such as swimming pools shall be fenced and secured by an approved design. Solid wood fencing is not permitted unless approved by the A. C. Committee.

ADDENDUM TO THE MASTER DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
BUFFALO CREEK COUNTRY CLUB ESTATES
HEATH, TX

THE HILLS OF BUFFALO CREEK

P. D. GENERAL RETAIL OFFICE

Minimum Air Conditioned Building Size:

Two Thousand-Five Hundred square feet

Maximum Air Conditioned Building Size:

Ten Thousand square feet

Masonry Requirement:

The exterior of the building must be 70% masonry. Masonry shall be considered to be any combination of brick, stone, stucco or glass.

Architectural Review:

All plans must be approved by the Architectural Review Committee in writing, prior to construction.

Side Yard:

Ten (10) feet +

Front Yard:

Thirty (30) feet

Back Yard:

Twenty Five (25) feet

Landscape Plan

Prior to construction of the building, a landscape plan must be submitted and approved by the Architectural Review Committee in writing.

All landscaping must have an irrigation system.

Architectural Review Guidelines

The architectural concept that is desired for the 6 lots of P. D. General Retail Office area of The Hills of Buffalo Creek is very specific. The desired look is that of Texas Hill Country using a combination of stone, stucco and Texas Hill Country exterior architecture. The construction of any building is specifically prohibited until a review of the plans and written permission has been granted by the Architectural Review Committee.

Dated this _____ day of December, 2000.

(n) Fencing of any type is prohibited within 50 feet of the golf course. Animal pens are to be located so as to not be unsightly. Screen walls are permitted as approved by the committee.

(o) Rear yards along the golf course are to be kept free from obstructions as much as possible.

(p) Non-course rear lots shall have an approved security fence architecturally blending with the residence.

Section 2. General Restrictions.

(a) Improvements and Alterations. No Improvements, alterations, repairs, change of paint colors, Excavations, changes in grade or other work which in any way alters the exterior of any Structure or the Improvements located on a Lot from its natural or improved state existing on the date such Lot was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Environmental Committee, except as otherwise expressly provided in this Master Declaration. No building, fence, wall, residence, or other Structure shall be commenced, erected, improved, altered, made or done without the prior written approval of the Environmental Committee.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants. No noxious or offensive activity shall be carried on, nor shall anything be done or placed on The Property which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Private or Restricted Private Areas, or in their enjoyment of Common Areas. In determining whether there has been a violation of this paragraph recognition must be given to the premise that Owners, by virtue or interest and participation in The Properties, are entitled to the reasonable enjoyment of the natural benefits and surroundings of The Properties.

(c) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use and no more than one family (including its servants and transient guests) shall occupy a Lot; provided, however, that nothing in this paragraph shall be deemed to prevent any artist, artisan or craftsman from pursuing his artistic calling upon a Lot if such artist, artisan or craftsman (aa) also uses such Lot for residential purposes, (bb) is self-employed and has no employees working on such Lot, and (cc) does not advertise or offer any product or work of art for sale to the public upon or from such Lot. The Residential Dwelling will not be used for commercial use.

(d) Restriction on Further Subdivision. Unless otherwise provided in a Supplementary Declaration, no Lot which has been conveyed by the Developer shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(e) Exceptions. The Environmental Committee may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Committee can show good cause and acts in accordance with adopted policies and procedures.

Section 3. Utility Easements. There is hereby created and reserved a blanket un-obstructed easement upon, across, over, through and under each Lot for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary

contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Owner prior to the conveyance of the first Lot to an Owner or by the Environmental Committee thereafter. This easement shall in no way affect any other Recorded easements on said premises. This easement shall be limited to Structures and Improvements as originally constructed.

Section 4. Developer's Easement to Correct Drainage. For a period of eight years from the date of conveyance of the first Lot, the Owner reserves a blanket easement and right on, over and under the ground within that Parcel to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable Notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such Notice.

Section 5. Special Conditions to the Property.

(a) Street roadway shall be privately owned by the Developer and maintained by the Community Association until such time conveyed to the City of Heath.

(b) Buffalo Creek Country Club Drive shall be designated as "Fire Lane" and "On-Street Parking" is prohibited except for guest and emergency use. The street shall not be used by the lot owner for parking as a means of convenience. Violation is a civil offence and subject to law enforcement.

(c) All agencies of the City of Heath, Texas, shall have ingress-egress over, around and through common areas and all street rights-of-way, public easements, security areas and amenity areas.

(d) The City shall have jurisdiction where Civil law is violated or is to be enforced.

(e) All statutes and ordinances of the state and local government shall apply to this subdivision as would ordinarily apply within the city jurisdiction.

(f) The Deed Restrictions are subordinate to the local codes and ordinances.

(g) Building codes of the local and state government shall apply and be inspected and enforced by the City of Heath.

(h) The City of Heath, Texas, shall not be liable for damages of person or property within the subdivision as long as the property remains private status, unless caused by the City.

(i) The property within this development is subject to fees, taxes, assessments and liabilities as may be levied by state, local and federal government.

(j) The City shall have control over zoning, special uses, additions or deletions to the property and more particularly related items as set forth in the zoning ordinances.

(k) All streets, utilities, lighting, traffic control devices and markings shall conform to the City standards when originally installed or constructed.

(l) Maintenance of subjects in item "k" shall be at the expense of the community association and enforced by the City as long as the community maintains private status.

(m) All yards fronting Country Club shall have an automatic lawn-landscape irrigation system installed in the front area at the

time of resident constructed. The yard system shall include the 10 foot street right-of-way landscape strip.

ARTICLE VIII

Covenants For Retail, Office and Civic Zoning

These particular areas are designated on the Master Plan and shall be a subject to the Master Declaration of covenants and restrictions.

Section 1. Cleanliness. Each designated area shall adhere to the same restrictions set forth in the document. Reasonable application shall apply. The Environmental Committee shall have authority for policy establishment depending on the nature of business. Enforcement of policy shall be performed by the same committee.

Section 2. Type of Business. No business shall be allowed in the designated areas without approval of a majority vote by the Board of Directors.

Section 3. Assessments. Association fees shall only be levied to a business as is reasonable and justified. Enforcement of deed restrictions or expenses incurred therein shall be assessed those cost to enforce compliance.

Section 4. Voting Rights. As setforth herein under Article III.

Section 5. Use of Property Amenities. No rights shall be assigned without approval of the Association. Business Owners shall have the same rights as Residential Members and their guests. Guest use shall not be for the purpose of promoting the business.

†
ARTICLE IX

PROTECTIVE COVENANTS

Section 1. Residential Uses. All Single Family, Garden Home, Quad-Plex Home, Townhome and Condominium Lots covered by this Master Declaration shall be subject to the following restrictions:

(a) Temporary Structures. No Structure or Improvement shall be constructed, placed or maintained upon any Lot prior to the construction of a permanent Structure; provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of a Structure or Improvement.

(b) Automobiles and Recreational Vehicles. No automobile, trailer of any kind, truck, camper, or boat shall be kept, parked, placed or maintained upon any Lot, Private Street, Public Street or Common Area except as specifically provided in the Master Declaration, Supplementary Declaration or unless approved in writing by a Board decision.

(c) Noise. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Lot and Improvements located thereon, shall be placed or used upon any Lot.

(d) Pets. No wild or domestic animals or fowl other than a reasonable number of generally recognized house or yard pets shall be maintained on a Lot except subject to such limitations as may from time to time be set forth in the Book of Resolutions.

(e) Signs. No signs whatsoever, including but without limitation, commercial, political and similar signs visible from neighboring property, shall be erected or maintained upon Lot except (1) Such signs as may be required by legal proceedings, (2) Residential identification signs as approved by the Environmental Committee, (3) Such signs as may be erected by the Developer, (4) and (5) as the Association, Master Declaration, Supplementary Declaration

and Book of Resolutions may provide from time to time. Such violations are subject to immediate removal as enforced by Environmental control. (4) Real estate and builder signs are permitted by approval of the A. C. committee. Each case will be considered on its own merit. In most cases, one re-sale sign is permitted by the realtor, two signs are permitted on a new sale, one for the builder and one for the real estate company. Should the signs be approved, they must comply as follows:

- a. Encased within a wood structure designed and approved by the A. C. Committee.
- b. One side facing the street address roadway - double view signs are prohibited.
- c. Location for house sale sign shall be not farther than 5 feet from and parallel to the wall and roadway. Location for lot sale sign shall be on the lot line facing the address street, parallel to the front line.
- d. Signs installed without permission will be removed. Signs are not allowed to be displayed in windows.
- e. A fee of \$25. will be charged for materials. Installation and removal of each approved sign.

(f) Waste. (1) All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with the Book of Resolutions and local municipal code. (2) The accumulation of waste plant materials is prohibited except as part of an established compost pile which shall be maintained in such manner as not to be visible from or odoriferous to neighboring property. (3) It is prohibited to allow construction trash, of any kind to accumulate on a property. Trash and waste shall be kept contained and disposed of in an orderly fashion.

Empty garbage containers shall not be allowed to remain in view of the public. Neither shall trash be stockpiled along the curb in view of the public. Trash receptical areas shall be inconspicuous and appear as a part of the house structure.

(g) Fires. There shall be no exterior fires whatsoever including trash and leaf burning, except barbecue fires contained within proper receptacles therefor and such other fires as may from time to time be permitted by the Book of Resolutions.

(h) Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Environmental Committee. (1) There shall not be any type of antennae projection attached or separate from a structure which is visible. (2) Disc antennae are permitted only when concealed from view: either counter sunk with covering or a fence-landscape solid screen. Each case will be considered on its own merit. All such under this item subject to A. C. approval.

(i) Septic Systems. No septic system for the disposal of sewage shall be constructed on any Lot, except as approved in writing by the Environmental Committee.

(j) Model House or Exhibits. No Owner except the Developer shall permit any structure on his Lot to be used as a model house or exhibit without the written consent of the Environmental Committee.

(k) Mailboxes. Only mailboxes meeting the design standards of the Environmental Committee shall be permitted, except for mail depositories which are the property of the United States Post Office Department. (1) The style of mailbox shall be a design with the theme of the residence structure. The design shall be a part of the submittal of the residence at time of A. C. review. There shall not be any permanent mailbox construction without the approval of the A. C. Committee. (2) Mailboxes that are not compatible with the theme of the community which are installed without approval will be removed by the environmental control process.

Section 2. Permits. Prior to start of construction upon any lot, whether initial or modifications to an existing structure, there shall be obtained from the environmental committee a signed permit of

which shall be attached to the City construction permit display location.

Section 3. Exceptions. The Environmental Committee may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Committee acts in accordance with the intent of adopted policies and procedures and can show good cause. (1) Each individual structure will be considered on its own merit as to restrictions and conditions. (2) Because a certain request or approval was granted in one or more situations does not set a residence.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Master Declaration shall run with and bind the land for a term of twenty (20) years from the date this Master Declaration is Recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless at the expiration of the twenty-year term or of any ten-year extension period the covenants and restrictions are expressly terminated by an instrument signed by the Class B Member and by not less than seventy-five percent (75%) of the Class A Members. The instrument of termination must be recorded.

Section 2. Amendment. This Master Declaration may be amended at any time by an instrument signed by the Class B Member and by not less than two-thirds (2/3) of the Board. Any amendment must be Recorded.

Section 3. Enforcement. The Association, any Owner or the Developer 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 Master Declaration and of Supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. (1) Violations of these restrictions, amendments, supplementals or directions from the environmental control committee which shall constitute legal action by the community association will also be assessed the maximum or charges incurred by the association. (2) It must be realized by each home owner that it is the full intent of such action to protect the rights and property of neighbors and the entire development, and that the association will use whatever means available within its power of enforcement.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Limitations. As long as there is a Class B Membership, the Association may not use its resources nor take a public position in opposition to the Owner or to changes thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups.

Whittle Development, INC.
By: [Signature]
Robert S. Whittle, President
By: [Signature]
Michael D. Whittle, Secretary

STATE OF TEXAS]
COUNTY OF ROCKWALL]

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert S. Whittle and Michael D. Whittle, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Whittle Development, INC., and that they 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 the 25th day of July, A.D., 19 88.



Bhonda D. Kirkpatrick
Notary Public, in and for
Rockwall County, Texas

My Commission Expires:
6-17-89

BUFFALO CREEK COUNTRY CLUB ESTATES

STATE OF TEXAS
 COUNTY OF ROCKWALL

TRACT 1

BEING a tract of land situated in the City of Heath, Rockwall County, Texas, part of the E. Teal Survey, Abstract No. 207, and being Tracts 1, 2, 4, 6, & 7, as recorded in Volume 184, Page 490, Deed Records of Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the Easternmost corner of the said Tract 2, same being on the Southerly right-of-way line of Farm to Market Road 3097;
 THENCE: South 35° 01' 54" West, along the Southeast line of said Tract 2, 602.79 feet to a 5/8-inch iron rod found for corner;
 THENCE: In a Southerly direction, generally with an existing fence, the following four courses: South 34° 12' 20" West, 835.84 feet to a found 1/2-inch iron rod; South 36° 02' 34" West, 72.00 feet to a found 1/2-inch iron rod; South 34° 48' 49" West, 76.80 feet to a found 1/2-inch iron rod; South 09° 35' 39" East, 40.98 feet to a 1-inch iron pipe found for the Easternmost corner of that certain tract described in deed to A.S.D. Corporation, of record in Volume 102, Page 649, Rockwall County Deed Records, same being a Northerly corner of the aforesaid Tract 1;
 THENCE: South 12° 17' 12" East, 909.37 feet to a found 5/8-inch iron rod;
 THENCE: South 46° 20' 18" East, 1760.93 feet to a found 3/4-inch iron rod;
 THENCE: South 43° 18' 53" West, 601.72 feet to a found 1/2-inch iron rod;
 THENCE: South 61° 35' 33" East, 406.55 feet to a 1/2-inch iron rod found for corner on the Northwest right-of-way line of Farm to Market Road No. 549 (100 foot wide);
 THENCE: South 45° 34' 00" West, with the said Northwest right-of-way line, 926.22 feet to a found concrete highway monument;
 THENCE: South 44° 47' 16" West, continuing along said Northwest right-of-way line, 174.18 feet to a found 1/2-inch iron rod;
 THENCE: North 45° 10' 09" West, 1668.86 feet to a found 3/4-inch iron rod;
 THENCE: South 44° 50' 12" West, 1251.73 feet to a found 1/2-inch iron rod;
 THENCE: South 75° 22' 56" West, 362.09 feet to a point for corner in the centerline of Buffalo Creek;
 THENCE: In a Northwesterly direction, with the meanders of Buffalo Creek, the following sixty-eight (68) courses:
 North 12° 17' East, 99.3 feet; North 06° 00' West, 190.1 feet;
 North 31° 59' West, 63.9 feet; North 87° 07' West, 131.6 feet;
 North 42° 41' West, 54.9 feet; North 04° 45' East, 206.6 feet;
 North 16° 01' West, 322.4 feet; North 02° 52' West, 144.1 feet;
 North 89° 01' West, 62.0 feet; North 55° 10' West, 52.1 feet;
 North 29° 59' West, 95.4 feet; North 09° 27' West, 70.7 feet;
 North 17° 38' East, 47.6 feet; North 52° 38' East, 53.8 feet;
 North 18° 28' East, 138.5 feet; North 87° 25' West, 61.0 feet;
 North 35° 26' West, 59.0 feet; North 02° 13' East, 68.8 feet;
 North 49° 28' East, 168.6 feet; North 25° 35' East, 51.3 feet;
 North 06° 16' West, 66.2 feet; North 79° 35' West, 126.8 feet;
 South 12° 58' West, 48.0 feet; South 63° 10' West, 34.8 feet;
 North 66° 14' West, 54.5 feet; North 06° 01' West, 109.5 feet;
 North 56° 52' West, 35.9 feet; South 18° 10' West, 50.4 feet;
 North 02° 16' West, 14.6 feet; South 47° 05' West, 163.0 feet;
 North 67° 28' West, 105.5 feet; North 32° 10' West, 93.9 feet;
 North 07° 23' West, 61.7 feet; North 56° 35' West, 76.9 feet;
 North 13° 34' West, 130.0 feet; North 24° 25' East, 101.0 feet;
 North 70° 08' West, 39.4 feet; South 70° 11' West, 57.6 feet;
 North 19° 36' East, 81.0 feet; North 28° 17' West, 143.0 feet;
 South 72° 55' West, 65.9 feet; North 34° 41' West, 101.8 feet;
 North 19° 31' East, 58.1 feet; North 39° 37' West, 39.4 feet;
 South 61° 55' West, 54.8 feet; North 54° 39' West, 70.9 feet;
 North 00° 34' West, 50.9 feet; North 56° 54' West, 267.6 feet;
 North 68° 53' West, 64.6 feet; North 50° 25' West, 402.5 feet;
 North 26° 40' West, 104.7 feet; South 86° 09' West, 47.6 feet;
 North 23° 41' West, 152.8 feet; North 82° 26' West, 121.1 feet;
 South 70° 04' West, 123.8 feet; North 77° 16' West, 79.1 feet;
 North 00° 55' West, 196.1 feet; North 34° 04' West, 113.2 feet;
 North 01° 45' West, 102.3 feet; North 53° 14' West, 99.1 feet;
 North 07° 37' West, 41.7 feet; South 84° 54' West, 77.7 feet;
 North 46° 11' West, 89.2 feet; North 71° 21' West, 142.8 feet;
 South 79° 20' West, 62.2 feet; North 65° 24' West, 52.5 feet;
 North 89° 07' West, 77.9 feet; North 53° 20' West, 142.2 feet;
 ENCE: South 00° 13' 14" East, 115.17 feet to a found 1/4-inch iron rod for the Southeast corner of Tract 4 as described by Volume 184, Page 490, Deed Records, Rockwall County, Texas;
 ENCE: North 39° 32' 34" West, 260.98 feet to a found 1/2-inch iron rod;

THENCE: South 85° 50' 06" West, 271.31 feet to a found 1/2-inch iron rod;
 THENCE: South 75° 38' 25" West, 1442.09 feet to a found 1/2-inch iron rod;
 THENCE: North 00° 27' 42" East, 1115.84 feet to a 3/4-inch iron rod found for corner;
 THENCE: South 88° 30' 07" West, 671.12 feet to a found 1/2-inch iron rod on the Easterly right-of-way line of F.M. 740 (80 foot wide);
 THENCE: North 02° 24' 32" West, along said Easterly right-of-way line, 487.34 feet to a 3/4-inch iron rod;
 THENCE: North 87° 35' 44" East, 1258.59 feet to a 3/4-inch iron rod;
 THENCE: In a Northerly direction, generally with an existing fence, the following nine (9) courses:
 North 37° 20' 08" East, 225.15 feet to a 1/2-inch iron rod;
 North 68° 09' 07" West, 30.40 feet to a 1/2-inch iron rod;
 North 46° 13' 54" West, 30.16 feet to a 1/2-inch iron rod;
 North 35° 40' 56" West, 62.97 feet to a 1/2-inch iron rod;
 North 28° 28' 00" West, 45.87 feet to a 1/2-inch iron rod;
 North 28° 55' 41" West, 227.09 feet to a 1/2-inch iron rod;
 North 29° 11' 48" West, 142.88 feet to a 1/2-inch iron rod;
 North 39° 52' 48" West, 201.46 feet to a 1/2-inch iron rod;
 North 00° 32' 31" East, 269.01 feet to a 1/2-inch iron rod found for corner on the South line of a County Road;
 HENCE: South 89° 23' 33" East, along said South line, 926.87 feet to a point for a corner;
 HENCE: North 0° 41' 42" East, 343.42 feet to a point for a corner on the North City Limits line of the City of Heath;
 HENCE: Easterly, 912.55 feet along said City Limits line to a point for a corner in branch and on the Southerly line of said Tract 7;
 HENCE: Along said branch and with the Southerly line of Tract 7 as follows: South 3° 34' 00" West, 91.66 feet to a point for corner; South 83° 46' 00" West, 76.4 feet to a point for corner; South 49° 29' 00" West, 179.9 feet to a point for corner; South 72° 51' 00" West, 65.3 feet to a point for corner; South 68° 00' 00" West, 88.8 feet to a point for corner; North 86° 32' 00" West, 62.1 feet to a point for corner; South 64° 17' 00" West, 104.3 feet to the West corner of Tract 7;
 HENCE: South 73° 21' 58" West, 59.6 feet to the Southeast corner of said Tract 6;
 HENCE: South 0° 41' 42" West, 35.49 feet to a point for corner on the North line of said Tract 4 and on the South line of a County Road;
 HENCE: South 89° 23' 33" East, 231.55 feet along said South line to an iron rod found for corner;
 HENCE: South 65° 48' 04" East, continuing with said County Road, 40.05 feet to a 2-inch iron rod;
 HENCE: South 17° 03' 15" East, along the West line of said County Road, 104.53 feet to a 1/2-inch iron rod;
 HENCE: South 00° 13' 14" East, continuing along said West line, 1732.76 feet to a 2-inch iron rod;
 HENCE: South 81° 02' 45" East, with the South line of an existing road, 794.00 feet to a 1 1/4-inch iron rod;
 HENCE: North 88° 20' 15" East, continuing along said South line, 1763.44 feet to a point for corner in the centerline of Buffalo Creek;
 HENCE: In a Northerly direction, with the meanders of said Buffalo Creek, the following eight (8) courses:
 North 27° 51' West, 110.6 feet; North 34° 59' East, 122.5 feet;
 North 19° 13' West, 91.7 feet; South 72° 02' West, 144.5 feet;
 North 74° 15' West, 61.6 feet; North 45° 16' West, 50.5 feet;
 North 89° 35' West, 154.8 feet; North 51° 48' West, 85.3 feet;
 HENCE: In a Northerly direction, generally with an existing fence, the following two courses: North 54° 55' 32" East, 1593.36 feet to a found 1/2-inch iron rod; North 1° 28' 49" East, 957.47 feet to a 1/2-inch iron rod on the Southerly right-of-way line of Farm to Market Road 3097;
 HENCE: South 45° 25' 56" East, along said Southerly right-of-way, 2567.03 feet to Point of Beginning and Containing 544.272 Acres of Land

TRACT 2

BEING a tract of land situated in Rockwall County, Texas, part of the E. Teal Survey, Tract No. 207 and being Tract 3 as recorded in Volume 184, Page 490, Deed Records of Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found for the Northerly corner of the said Tract 3, same being the Southeast corner of the intersection of Farm to Market Road 3097 and a County Road;

HENCE: Along the Southwesterly right-of-way line of said F.M. 3097, the following three (3) courses: South 45° 38' 43" East, 299.63 feet to a found iron rod; Along an arc of a curve to the left having a delta angle of 02° 10' 00", a radius of 5779.58 feet and an arc length of 218.55 feet to a found concrete highway monument; South 48° 43" East, 643.15 feet to a found iron rod;

THENCE: South 02° 18' 48" West, 1158.04 feet to a point for a corner on the North City Limits line of the City of Heath and the Point of Beginning;

THENCE: South 2° 18' 48" West, 39.77 feet to a point for a corner in the centerline of a branch;

THENCE: Along the centerline of said branch, the following twenty-one (21) courses:

- South 54° 00' West, 15.4 feet; South 33° 11' East, 113.6 feet;
- South 88° 07' East, 48.8 feet; South 56° 03' East, 224.7 feet;
- South 16° 01' West, 79.4 feet; South 47° 13' East, 101.5 feet;
- South 05° 29' East, 51.3 feet; South 56° 04' West, 95.4 feet;
- South 07° 53' West, 20.2 feet; South 58° 02' East, 149.4 feet;
- South 34° 17' West, 79.9 feet; South 01° 22' East, 70.0 feet;
- South 86° 06' West, 42.8 feet; North 54° 00' West, 264.0 feet;
- South 18° 07' West, 46.4 feet; South 22° 03' East, 66.1 feet;
- South 50° 12' West, 51.7 feet; South 12° 03' West, 80.7 feet;
- South 59° 38' West, 65.8 feet; South 04° 04' East, 99.9 feet;
- South 28° 45' West, 134.7 feet;

THENCE: North 42° 16' 05" West, a called distance of 1136.85 feet to a point in the centerline of a branch, said point now being in Rainbow Lake;

THENCE: Along the centerline of said branch, the following three (3) courses:

- North 11° 17' East, 48.0 feet; North 62° 16' West, 127.0 feet;
- North 43° 44' East, 163.91 feet to a point for a corner on the North City Limits line of the City of Heath;

THENCE: Easterly, 829.06 feet along said City Limits line to the Point of Beginning and Containing 17.039 Acres of Land.

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Return to:

Whittle Development
2804 Ridge Road
Rockwall, Texas 75087

Arnold L. Evans, Consulting Engineers
March 25, 1986

AMENDMENT
TO
ENVIRONMENTAL POLICIES
OF
MASTER DECLARATIONS
OF
COVENANTS AND RESTRICTIONS
FOR
BUFFALO CREEK COUNTRY CLUB ESTATES
HEATH, TEXAS

Date: April 1, 1991

Whereas there have been instances that homeowners have not been notified prior to closing that Homeowners Dues are mandatory, and

Whereas it is the desire of the Board of Directors and the Environmental Committee that every prospective homeowner have full knowledge of homeowners dues prior to closing, and

Whereas there have been instances of builders not cleaning mud out of the streets after their subcontractors and suppliers make deliveries which is a clear violation of the Bylaws and policies of the subdivision, and

Whereas, there have been many instances of builders not paying their homeowners dues prior to the eventual sale of their home and thereby creating a hardship on the Association,

It is hereby Resolved that the Association shall instruct each title company, escrow officer and/or mortgage company that:

A) All past due Homeowners' Dues must be collected including all applicable late charges, interest, and attorney fees prior to closing

B) Every closing shall require a 6 month prepayment of Homeowners' Dues. This shall include, but not be limited to, the purchase of new homes, new lots, all refinancing, all names changes in ownership, and any other change of ownership or financing

C) Any sale of a home or lot that occurs in an instance where there is an amount of prepaid dues that have not been applied shall be credited by the title company to the new owner with approval by the Board of Directors of the Homeowners Association

C) Any sale of a home or lot that occurs in an instance where there is an amount of prepaid dues that have not been applied shall be credited by the title company to the new owner with approval by the Board of Directors of the Homeowners Association.

D) Any builder or lot owner who refuses to clean debris from the street will be billed by the Association for the cost of said clean-up and such cost assessed against the lot. This shall be collected prior to the builder or lot owner closing said lot to a third party.

**AMENDMENT
TO
MASTER DECLARATIONS OF
COVENANTS AND RESTRICTIONS
FOR
BUFFALO CREEK COUNTRY CLUB ESTATES
HEATH, TEXAS
PHASE 9**

Lot 7 and Lot 8, Block 20, Phase 9, Buffalo Creek Country Club Estates have a rear yard set back that are different than the majority of the other single family lots. This has been done to enhance the view from a portion of Lot 1 and Lot 2, Block A, The Enclave at Buffalo Creek. The rear set back line is as depicted on the attached "Exhibit F." The lots have a 10 foot side yard and 30 foot front set back line.

Additionally, Lot 7 and Lot 8, Block 20 are restricted from planting any bushes, shrubs or evergreen trees that exceed 30 inches in height in the back yard. Therefore, only hardwood trees such as Live Oaks, Red Oaks, Cedar Elms, Bradford Pears, or other tree approved in writing by the Environmental Committee prior to planting may be planted. Lot 7 and Lot 8 are prohibited from placing any playground equipment or privacy fence in the rear yard that exceeds 30 inches in height. However, privacy walls and playground equipment above 30 inches in height may be placed in any area in front of the rear building line reflected on attached Exhibit F. In other words, the intent of this restriction is to keep structures exceeding 30 inches in height out of the area behind the rear building line reflected on this Exhibit F.

Lot 7 and Lot 8 are absolutely assured of the right to build an ornamental iron fence not to exceed four (4) feet in height along the perimeter of their property (excluding front yard.) Lot 7 and Lot 8 are also assured of the right to build a swimming pool. However, any pool house or gazebo exceeding 30 inches in height may not be placed in the rear yard area depicted on Exhibit F. All such structures must be in front of the rear set back line depicted on Exhibit F.

BRIEF OVERVIEW OF DEED RESTRICTIONS
PHASES 1 THROUGH 9
BUFFALO CREEK COUNTRY CLUB ESTATES

2,500 SQUARE FEET MINIMUM AIR CONDITIONED.

75% BRICK AND/OR GLASS

ROOFING MATERIAL MUST BE 340 LBS. WEIGHT OR GREATER COMPOSITION. WOOD SHINGLE, MASONITE, SLATE OR OTHER APPROVED IN WRITING *BEFORE* INSTALLATION.

MINIMUM OF 3 TREES PLANTED IN THE FRONT LAWN.
MINIMUM OF 3" CALIBER, PREFER LIVE OAK OR CEDAR ELMS.

MUST LANDSCAPE AND INSTALL SPRINKLER SYSTEM IN FRONT YARD.

FENCES ON GOLF COURSE ARE ALLOWED, BUT MUST BE WROUGHT IRON AND *MAY NOT* EXCEED 4 FEET IN HEIGHT.

ALL PLANS MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE (ARC).

NO UNATTACHED BUILDINGS UNLESS SPECIFICALLY APPROVED BY ARC IN WRITING.

NO OUTSIDE BOAT STORAGE.

HOMEOWNERS DUES ARE MANDATORY. \$34 PER MONTH. WILL NOT INCREASE MORE THAN 10% A YEAR. A LIEN WILL BE FILED ON UNPAID HOMEOWNER'S DUES.

NO PHOTENIAS PLANTED WITHIN 10 FEET OF BACK LOT LINE OF GOLF COURSE LOTS.

REGARDING RETAINING WALLS AND WATER RUNOFF:

THE UP-HILL LOT OWNER IS OBLIGATED TO INSTALL A RETAINING WALL AND DRAINAGE SUFFICIENT TO PROHIBIT WATER AND/OR MUD FROM FLOWING ON ADJACENT DOWNHILL LOT(S). RETAINING WALLS MUST BE OF MATERIAL APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE. WALLS MUST BE INSTALLED PRIOR TO OCCUPANCY.

AMENDMENT
TO
ENVIRONMENTAL POLICES
OF
MASTER DECLARATIONS
OF
COVENANTS AND RESTRICTIONS
FOR
BUFFALO CREEK COUNTRY CLUB ESTATES
HEATH, TEXAS

Date: April 19, 1993

Whereas there have been instances that builders and/or homeowners have substantially completed homes and not planted the minimum of three trees required by the Environmental Committee, and

Whereas there have been instances that sprinkler systems have not been installed resulting in lawn, plants and trees dying, and

Whereas the intent of the landscape and irrigation restrictions is to beautify the entire community

It is hereby resolved that the Association shall instruct each title company, escrow officer and/or mortgage company that:

A) \$900.00 must be escrowed with Buffalo Creek Homeowners Association until the trees in the front yard have been planted. If the trees are not planted in the 60 day time period, the Association shall use the money to plant the trees. A written variance allowing more than 60 days due to weather on a case by case basis. The variance will be at the sole discretion of the Association.

B) \$2,400.00 will be escrowed with the Association for any home that does not have an irrigation system installed prior to occupancy. If the system is not installed within 60 days, the Association may use the money to have the system installed. A written variance may be granted by the Association due to weather. The variance is in the sole opinion of the Association.

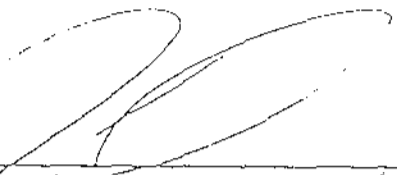
Signed and Effective this 19th day of April 1993

Robert S. Whittle
President
Buffalo Creek Homeowners Association

Robert S. Whittle
President
Buffalo Creek Environmental Committee

D) Any builder or lot owner who refuses to clean debris from the street will be billed by the Association for the cost of said clean-up and such cost assessed against the lot. This shall be collected prior to the builder or lot owner closing said lot to a third party

Signed and Effective this 1st day of April, 1991.



Robert S. Whittle
President
Buffalo Creek Homeowners Assoc.



Robert S. Whittle
President
Buffalo Creek Environmental Committee