

U:187543

530-30-1428

Restr

01/21/00 300363595 U187543

\$79.00

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR
ROCK CREEK**

*29
y*

FILED
2000 JAN 21 PM 3:57
Beverly B. Keyhan
COUNTY CLERK
HARRIS COUNTY, TEXAS

Title Data AF TD[16963 HA U187543.001

TABLE OF CONTENTS

	Page
Article I – Definitions	1
Article II – General Provisions Relating to Use and Occupancy	4
Section 2.1. Use Restrictions.....	4
Section 2.2. Decoration, Maintenance, Alteration and Repairs.....	7
Section 2.3. Type of Construction and Materials	7
Section 2.4. Size and Location of Residences/Builder Guidelines.....	12
Section 2.5. Fences.....	13
Section 2.6. Reservations and Easements	15
Article III – Architectural Approval.....	17
Section 3.1. Architectural Review Committee	17
Section 3.2. Approval of Improvements Required	17
Section 3.3. Address of Committee	19
Section 3.4. Architectural Guidelines	19
Section 3.5. Failure of Committee to Act on Plans.....	19
Section 3.6. Prosecution of Work After Approval.....	19
Section 3.7. Notice of Completion.....	20
Section 3.8. Inspection of Work.....	20
Section 3.9. Notice of Noncompliance	20
Section 3.10. Failure of Committee to Act After Notice of Completion.....	21
Section 3.11. No Implied Waiver or Estoppel	21
Section 3.12. Power to Grant Variances	21
Section 3.13. Compensation of Architectural Review Committee Members.....	21
Section 3.14. Estoppel Certificates	21
Section 3.15. Nonliability for Architectural Review Committee Action.....	21
Section 3.16. Construction Period Exception	22
Section 3.17. Subsurface Conditions	22
Section 3.18. Landscaping	22
Article IV – Management and Operation of Subdivision	22
Section 4.1. Management by Association.....	22
Section 4.2. Membership in Association	23
Section 4.3. Voting of Members	23
Section 4.4. Meeting of the Members.....	23
Section 4.5. Professional Management.....	23
Section 4.6. Board Actions in Good Faith	23

Article V – Maintenance Expense Charge and Maintenance Fund	24
Section 5.1. Maintenance Fund	24
Section 5.2. Covenants for Annual Maintenance Charges and Assessments	24
Section 5.3. Basis and Maximum Annual Assessment	24
Section 5.4. Date of Commencement and Determination of Annual Assessment	24
Section 5.5. Special Assessments	25
Section 5.6. Enforcement of Annual Maintenance Charge	25
Section 5.7. Payment of Assessments by Declarant and Builders	26
Section 5.8. Reserve Assessment	26
Section 5.9. Notice of Sums Owing	26
Section 5.10. Foreclosure of Mortgage	26
 Article VI – Insurance; Security	 27
Section 6.1. General Provisions	27
Section 6.2. Individual Insurance	27
Section 6.3. Indemnity of Association	27
Section 6.4. Security	27
 Article VII – Fire or Casualty: Rebuilding	 27
Section 7.1. Rebuilding	27
 Article VIII – Amendment, Duration, Annexation and Merger	 28
Section 8.1. Amendment	28
Section 8.2. Duration	28
Section 8.3. Annexation	28
Section 8.4. Deannexation of Land	28
Section 8.5. Merger	28
 Article IX – Miscellaneous	 29
Section 9.1. Severability	29
Section 9.2. Number and Gender	29
Section 9.3. Articles and Sections	29
Section 9.4. Delay in Enforcement	29
Section 9.5. Limitation of Liability	29
Section 9.6. Enforceability	29
Section 9.7. Remedies	29

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROCK CREEK**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS DECLARATION is made on the date hereinafter set forth by R CREEK L.P., a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the tract of land described in the plat therefor as Rock Creek, Section One (1), a subdivision in Harris County, Texas and by metes and bounds in Exhibit "A" attached hereto (such tract of land being hereinafter referred to as "the Property"); and

Lee

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the Property for the benefit of the present and future owners of the lots therein;

NOW, THEREFORE, Declarant does hereby declare that the Property described above shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, conditions, easements, charges, liens and restrictions hereinafter set forth.

ARTICLE I

Definitions

As used in this Declaration, the terms set forth below shall have the following meanings:

- A. **ANNUAL MAINTENANCE CHARGE** - The assessment made and levied by the Association against each Owner and his Lot in accordance with the provisions of this Declaration.
- B. **APPOINTED BOARD** - The Board of Directors of the Association appointed by Declarant pursuant to the provisions of Article IV, Section 4.1, of this Declaration.
- C. **ARCHITECTURAL REVIEW COMMITTEE** - The Architectural Review Committee established and empowered in accordance with Article III of this Declaration.
- D. **ARTICLES OF INCORPORATION** - The Articles of Incorporation of the Association.
- E. **ASSOCIATION** - Rock Creek Community Association, Inc., a Texas non-profit corporation, its successors and assigns.
- F. **BOARD or BOARD OF DIRECTORS** - The Board of Directors of the Association, whether the Appointed Board, the First Elected Board or any subsequent Board.
- G. **BUILDER** - A person or entity who purchases a Lot within the Subdivision from Declarant for the purpose of constructing a Residential Dwelling thereon. The construction of Residential Dwellings in the Subdivision and, therefore, eligibility to purchase Lots in the Subdivision, shall be limited to five (5) Builders selected by Declarant. Declarant shall have the authority to remove a Builder from its list of

selected Builders for non-compliance with the Builder Guidelines or any provision of this Declaration and to replace such Builder with another Builder selected by Declarant. In the event that any Builder is removed by Declarant from the selected list of Builders, Declarant shall have the right, but not the obligation, to repurchase any Lot previously sold to the Builder on which construction of a Residential Dwelling has not commenced, at the price for which it was sold to such Builder. Declarant may exercise its option to repurchase any one or all of the Builder's Lots by delivering written notice thereof to the Builder within thirty (30) days of the date that the Builder is removed from the selected list of Builders. Closing on the purchase of the Lot(s) shall occur within thirty (30) days of the date of delivery of Declarant's notice of intent to repurchase the Lot(s). The Builder shall be obligated to convey title to each Lot by general warranty deed, free and clear of all liens. Taxes on such Lot(s) shall be prorated as of the date of closing. In the event that the construction of a Residential Dwelling on a Lot has commenced as of the date the Builder is removed from the selected list of Builders, such Builder shall diligently proceed with the completion of the Residential Dwelling in strict accordance with the Builder Guidelines and the provisions of this Declaration. For purposes hereof, the construction of a Residential Dwelling on a Lot shall not be deemed to have commenced until the forms for the foundation of the Residential Dwelling have been set. The inclusion of a Builder in Declarant's list of selected Builders shall not be construed in any respect as a representation or warranty by Declarant to any person or entity that the Builder has any particular level of knowledge or expertise or that any Residential Dwelling constructed by the Builder shall be a particular quality. It shall be the sole responsibility of each person or entity purchasing a Lot from a Builder to determine the quality of that Builder's workmanship, the Builder's reputation, and the suitability of the Builder to construct the Residential Dwelling on that Lot.

H. BUILDER GUIDELINES - Guidelines established by Declarant for the purpose of outlining the minimal acceptable standards for a Residential Dwelling and related Improvements on a Lot. Declarant shall have the authority to revise the Builder Guidelines from time to time as deemed appropriate; provided that any revisions to the Builder Guidelines shall be applied prospectively, not retroactively. When Class B membership in the Association ceases to exist, the ARC shall have the authority to revise the Builder Guidelines. In the event of any conflict between the Builder Guidelines and the Architectural Guidelines, the Builder Guidelines shall control. In the event of any conflict between the Builder Guidelines and the Declaration, the Declaration shall control.

I. BYLAWS - The Bylaws of the Association.

J. COMMON AREA - Any real property and improvements thereon owned or maintained by the Association for the common use and benefit of the Owners.

K. CUSTOM HOME - A Residential Dwelling constructed or to be constructed on a Lot on the basis of Plans prepared by an architect exclusively for the Owner or prospective Owner of the Lot and which Plans cannot be used by any other person for the construction of a Residential Dwelling on any other property within or without the Subdivision without the express consent of the Owner.

L. DECLARANT - R Creek L.P., a Texas limited partnership, its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the office of the County Clerk of Harris County, Texas.

M. FIRST ELECTED BOARD - The Board of Directors of the Association elected at the first meeting of the Members of the Association.

N. IMPROVEMENT - Any building, structure, fixture, or fence, any transportable structure placed on a Lot, whether or not affixed to the land, and any addition to, or modification of an existing building structure, fixture or fence.

O. LAKE or LAKE AREA - Restricted Reserve "B", as shown on the Plat.

P. LAKE LOT or LAKE LOTS - Lots One (1) through Thirty-Eight (38), inclusive, Block Two (2), excluding Lots Eight (8) and Twenty-Two (22), Block Two (2), Rock Creek, Section One (1). All

purchasers of Lake Lots are notified that this Declaration, and/or the Builder Guidelines and Architectural Guidelines, may impose more stringent limitations on the existence, size, location and design of Improvements on Lake Lots for the purpose of preserving the appearance of Lake Lots from the Lake Area, streets and other Lots.

Q. LOT or LOTS - Each of the lots shown on the Plat.

R. MAINTENANCE FUND - Any accumulation of the annual maintenance charges collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Declaration.

S. MEMBER or MEMBERS - All Lot Owners who are members of the Association as provided in Article IV hereof.

T. MEMBER IN GOOD STANDING - The Declarant and (a) a Class A Member who is not delinquent in the payment of any assessment levied by the Association against his Lot, or any interest, late charges, costs, or reasonable attorney's fees added to such assessment under the provisions of the Declaration or as provided by law, (b) a Class A Member who does not have any condition of his Lot which violates any provision of the Declaration which has progressed to the stage of a certified demand for compliance by the Association, or beyond, and which remains unresolved as of the date of determination of the owner's standing, and (c) a Class A Member who has not failed to comply with all terms of a judgment obtained against him by the Association, including the payment of all sums due to the Association by virtue of such judgment. A Member who is not in good standing is not entitled to vote at any meeting of the Members of the Association or serve on the Board of Directors of the Association. No formal action by the Board of Directors to suspend the voting rights of a Member who is not in good standing is required.

U. MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the office of the County Clerk of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements thereon.

V. OWNER or OWNERS - Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

W. PLAT - The plat for Rock Creek, Section One (1), recorded or to be recorded in the Map Records of Harris County, Texas, and any replat thereof.

X. PLANS - The final construction plans and specifications (including a related site plan) of any Residential Dwelling, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of the Property.

Y. PROPERTY - All of Rock Creek, Section One (1), a subdivision in Harris County, Texas, according to the plat thereof recorded or to be recorded in the Map Records of Harris County, Texas, and any other property that may be subjected to the Restrictions by annexation document duly executed by Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas.

Z. RESIDENTIAL DWELLING - The single family residence and appurtenances constructed on a Lot.

AA. RESTRICTIONS - The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots in the Subdivision as set out in this Declaration or any amendment thereto.

BB. RULES AND REGULATIONS - Rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners, including rules and regulations governing the use of the Lake Area.

CC. SUBDIVISION - The Property, together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto.

DD. UTILITY COMPANY or UTILITY COMPANIES - Any public entity, utility district, governmental entity (including without limitation, districts created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution) or one or more private entities that regulate, provide or maintain utilities and drainage.

ARTICLE II

General Provisions Relating to Use and Occupancy

SECTION 2.1. USE RESTRICTIONS.

A. GENERAL. The Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration.

B. SINGLE FAMILY RESIDENTIAL USE. Each Owner shall use his Lot and the Residential Dwelling on his Lot for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling for residential purposes. No Owner shall use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would (i) void any insurance in force with respect to the Subdivision; (ii) make it impossible to obtain any insurance required by these Restrictions; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of the Restrictions or any applicable law or (v) unreasonably interfere with the use and occupancy of the Subdivision by other Owners. No Owner shall be permitted to lease his Lot for hotel or transient purposes; for purposes of this Section, any lease term that is less than six (6) months shall be deemed to be a lease for hotel or transient purposes. Every lease shall provide that the lessee shall be bound by and subject to all the obligations under this Declaration and a failure to do so shall be a default under the lease. The Owner making such lease shall not be relieved from any obligation to comply with the provisions of this Declaration. For the purpose of this Section, one (1) full-time, live-in domestic servant or "nanny" shall be considered a member of the family occupying a Lot. No garage sales, rummage sales, estate sales, moving sales or similar types of activities are permitted on any Lot.

C. PASSENGER VEHICLES. Except as provided in Article II, Section 2.1, D, below, no Owner, lessee, tenant or occupant of a Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store any vehicle on any Lot which is visible from any street in the Subdivision or any neighboring Lot other than a passenger vehicle or pick-up truck and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours. For purposes of these Restrictions, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and a sport utility vehicle used as a family vehicle (whether or not the sport utility vehicle displays a passenger or truck vehicle license plate) and the term "pick-up truck" is limited to a one (1) ton capacity pick-up truck which has not been adapted or modified for commercial use. No passenger vehicle or pick-up truck owned or used by the residents of a Lot shall be permitted to be parked on any street in the Subdivision or any unpaved portion of a Lot. No guest of an Owner, lessee or other occupant of a Lot shall be entitled to park on any street in the Subdivision overnight or on any uncovered portion of the driveway of a Lot for a period longer than forty-eight (48) consecutive hours.

D. OTHER VEHICLES. No trailer, mobile home trailer, recreational vehicle or boat shall be parked, kept or stored on a Lot if visible from any street in the Subdivision or any neighboring Lot. A trailer, mobile home trailer, recreational vehicle or boat may be parked in the garage on a Lot or other structure approved by the Architectural Review Committee out of public view; if parked in the garage, there must be adequate space in the garage and on the driveway for all passenger vehicles used or kept by the Owner, lessee, tenant or occupant of the Lot. A trailer or boat, but not a mobile home trailer or recreational vehicle, may be parked, kept or stored behind the garage on a Lot that is not a Lake Lot, provided that the rear yard of the Lot is enclosed with a solid wood fence and no portion of the trailer or boat extends above the fence.

E. VEHICLE REPAIRS. No passenger vehicle, pick-up truck, mobile home trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed, or repaired on any Lot within the Subdivision if visible from any street in the Subdivision or any neighboring Lot.

F. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. No nuisance shall be permitted to exist or operate upon any Lot. For the purpose of this provision, a nuisance shall be any activity or condition on a Lot which is reasonably considered to be an annoyance to surrounding residents of ordinary sensibilities and/or which might be calculated to reduce the desirability of the Property. The Board of Directors is authorized to determine whether any activity or condition on a Lot constitutes a nuisance or is offensive and its determination shall be final and binding on all Owners.

G. REPAIR OF BUILDINGS. No Residential Dwelling or other building or structure upon any Lot shall be permitted to fall into disrepair, and each such Residential Dwelling, building, structure or other Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and the Board of Director's determination shall be final. In the event the Owner of a Lot fails to keep the exterior of the Residential Dwelling or other building, structure, or Improvement on the Lot in good condition and repair, and such failure continues after ten (10) days written notice from the Association, the Association may at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and repair and/or paint the exterior of the Residential Dwelling or other building, structure or Improvement on the Lot and otherwise cause the Residential Dwelling or other building, structure or Improvement on the Lot to be placed in good condition and repair, and to do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of the Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article V of this Declaration. Interest thereon at the rate of eighteen percent (18%) per annum shall begin to accrue on such sum on the thirtieth (30) day after a written invoice is delivered to the Owner.

H. TRASH CONTAINERS. No garbage or trash shall be maintained on a Lot so as to be visible from any street in the Subdivision or any neighboring Lot except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. Garbage and trash made available for collection shall be placed in tied trash bags or covered containers, or as otherwise provided in any trash disposal contract entered into by the Association.

I. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot.

J. RIGHT TO INSPECT. During reasonable hours, Declarant, any member of the Architectural Review Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the exterior of the Improvements thereon,

for the purpose of ascertaining whether or not the provisions of the Restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

K. ANIMALS. Not more than three (3) generally recognized house or yard pets shall be maintained on any Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from any street in the Subdivision, a neighboring Lot or the Lake Area without the written consent of the Architectural Review Committee. Structures for the care, housing or confinement of any animal or bird on a Lake Lot must be approved in writing by the Architectural Review Committee as to size, location and type and color of materials; notwithstanding this provision, the Architectural Review Committee shall have the authority to prohibit a structure for the care, housing or confinement of any animal or bird on a Lake Lot when deemed by the Architectural Review Committee, in its sole discretion, to be appropriate. The Board shall also have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance.

L. DISEASES AND INSECTS. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

M. RESTRICTION ON FURTHER SUBDIVISION. No Lot shall be further subdivided, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Board of Directors.

N. CONSOLIDATION OF LOTS. Notwithstanding any provision in this Declaration to the contrary, any Owner of adjoining Lots may consolidate such Lots into one (1) building site, with the privilege of constructing a Residential Dwelling on the resulting site, in which event set back lines shall be measured from the resulting side property lines rather than from the side lot lines indicated on the Plat; provided that, the consolidation of two (2) or more adjoining Lots shall require the prior written consent of Declarant and in no event shall more than three (3) adjoining Lots be consolidated. Any such consolidated building site must have a frontage at the building setback line of not less than the minimum frontage shown on the Plat. Upon the consolidation of adjoining Lots, the consolidated building site shall not be considered a single Lot for purposes of voting rights and assessments; rather, the Lots comprising the consolidated building site (as shown on the Plat) shall be treated separately for purposes of voting rights and assessments.

O. SIGNS. No signs whatsoever (including but not limited to commercial, political and similar signs) shall be erected or maintained on any Lot if visible from any street in the Subdivision, a neighboring Lot or the Lake Area except:

- (i) Street signs and such other signs as may be required by law;
- (ii) During the time of construction of any Residential Dwelling, building or other Improvement (defined to be from the date that construction commences until the fourteenth day after substantial completion of the Residential Dwelling, building or other Improvement), one job identification sign having a face area not larger than three square feet;
- (iii) A "for sale" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Harris County, Texas; and
- (iv) Not more than one (1) political sign having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

P. LAKE AREA. No motorcycle, machinery or equipment of any kind shall be used on any portion of the Lake Area except as is needed to maintain such area. No non-electrical motorized watercraft

of any type shall be used in the Lake Area. There shall be no diving or jumping in the Lake Area. The use of the Lake Area shall be in strict accordance with the Rules and Regulations governing the Lake Area adopted and published by the Board of Directors. Each Owner or other person who uses the Lake Area does so at his/her own risk. No boats, inflatable rafts, canoes or watercraft of any kind shall be stored in the Lake Area when not in use. The Owners of Lake Lots are permitted to construct docks which extend into the Lake Area, provided that each proposed dock is approved in writing by the Architectural Review Committee prior to construction. No supports for a dock may penetrate the slope paving in the Lake. No rails, supports or other appurtenances may extend vertically above the surface of a dock.

Q. EXEMPTIONS. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of property within the Subdivision. Moreover, any bank or other lender providing financing to Declarant in connection with the development of the Subdivision or improvements thereon may erect signs on Lots owned by Declarant to identify such lender and the fact that it is supplying such financing.

SECTION 2.2. DECORATION, MAINTENANCE, ALTERATION AND REPAIRS.

A. DECORATIONS AND ALTERATIONS. Subject to the provisions of Article III, each Owner shall have the right to modify, alter, repair, decorate, redecorate or improve the Residential Dwelling on such Owner's Lot, provided that all such action is performed with a minimum inconvenience to other Owners and does not constitute a nuisance. Notwithstanding the foregoing, the Architectural Review Committee shall have the authority to require any Owner to remove or eliminate any object situated on such Owner's Residential Dwelling or Lot that is visible from any street in the Subdivision or any other Lot or, in the case of a Lake Lot, the Lake Area, if, in the Architectural Review Committee's sole judgment, such object detracts from the visual attractiveness of the Subdivision.

B. MAINTENANCE. Each Owner shall maintain the Residential Dwelling and other Improvements on his Lot in good order and repair at all times.

SECTION 2.3. TYPE OF CONSTRUCTION AND MATERIALS.

A. TYPES OF STRUCTURES. No structures shall be erected, altered, placed or permitted to remain on any Lot other than (i) one detached, single family dwelling not to exceed the height limitations set forth in Section 2.4, paragraph B, together with an attached or detached private garage for not less than two (2) nor more than four (4) vehicles and (ii) permitted accessory buildings, all of which are subject to approval by the Architectural Review Committee. A two (2) story garage with living area on the second level may be permitted with the prior written approval of the Architectural Review Committee. Each Residential Dwelling constructed on a Lot within the Subdivision is required to be a Custom Home. No Plans utilized for the construction of a Custom Home on a Lot within the Subdivision may be duplicated and utilized for the construction of the same, or a substantially similar, Custom Home on any other Lot in the Subdivision, with or without the consent of the Owner of the originally constructed Custom Home and the Architectural Review Committee. The Architectural Review Committee shall have exclusive authority to determine whether Plans for a Residential Dwelling to be constructed on a Lot are substantially similar to the Plans used to construct a Residential Dwelling on another Lot and its determination shall be final. Notwithstanding the provisions in this Section, the Architectural Review Committee is hereby authorized to impose more stringent limitations on, or prohibit altogether, all types of accessory buildings in the rear yards of Lots One (1), Two (2), Three (3), and Four (4), Block One (1), and Lots Twenty-One (21), Twenty-Two (22), Twenty-Three (23), and Twenty-Four (24), Block Three (3), for the purpose of restricting the types of objects which may otherwise be visible in the rear yards of such Lots from Hill Country Drive. The Owner of each of these Lots, by acceptance of a deed to such Lot, acknowledges the authority of the Architectural Review Committee to impose more stringent limitations on accessory buildings in the rear yard of the Lot and, if deemed appropriate, to prohibit all types of accessory buildings in the rear yard of the Lot.

B. STORAGE. Without the prior written consent of the Architectural Review Committee, no building materials of any kind or character shall be placed or stored upon any Lot more than thirty (30) days before the construction of a Residential Dwelling, structure or other Improvement is commenced. All materials permitted to be placed on a Lot shall be placed within the property lines of the Lot. After the commencement of construction of any Residential Dwelling, structure or Improvement on a Lot, the work thereon shall be prosecuted diligently, to the end that the Residential Dwelling, structure or Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Upon the completion of the construction, any unused materials shall be removed immediately from the Lot.

C. TEMPORARY STRUCTURES. No structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other out-building structure or building, other than the permanent Residential Dwelling to be built thereon, a detached garage (with a second level living quarters, if approved by the Architectural Review Committee) and one (1) or more accessory building(s) approved by the Architectural Review Committee, shall be placed on any Lot, either temporarily or permanently, and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of Residential Dwellings and construction of other Improvements in the Subdivision.

D. CARPORTS/GARAGES. No carports shall be constructed on any Lot without the prior written consent of the Architectural Review Committee. A porte cochere may be permitted on a Lot if included in the original Plans for the Residential Dwelling and approved by the Architectural Review Committee. Garages must be provided for all residences and in no case shall a carport act as or be substituted for a garage. No garage shall be placed or maintained on any easement. All garages shall be enclosed by metal or wood garage doors with a paneled design in order to be harmonious in quality and color with the exterior of the appurtenant Residential Dwelling. Each garage on a Lot is required to be used for housing passenger vehicles used or kept by the persons who reside on the Lot. As provided in Section 2.1, paragraph D, a garage may also be used to store or house a trailer, mobile home trailer, recreational vehicle or boat so long as there is adequate space in the garage and on the driveway to park all passenger vehicles used or kept by the residents of the Lot. No parking spaces in a garage may be used for the storage of personal property if the result is that there is not adequate space to park the passenger vehicles used or kept by the residents of the Lot in the garage and on the driveway.

E. AIR CONDITIONERS. No exterior window, roof or wall type air conditioner shall be used, placed or maintained on or in any Residential Dwelling, garage or other building.

F. ANTENNAS. Satellite dish antennas which are forty inches or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in conformance with the Architectural Guidelines adopted by the Architectural Review Committee. All other antennas are prohibited.

G. FOUNDATIONS. Not more than six inches (6") of vertical surface of the concrete slab of any Residential Dwelling shall be exposed to view from any street in the Subdivision or any adjacent Lot. Any slab in excess of six inches (6") in height above finished grade shall have at least that excess in height covered with the same type, quality and grade of siding or masonry material used in the construction of the Residential Dwelling. Any Residential Dwelling with a pier and beam foundation shall have all mechanical, electrical, plumbing lines and fixtures located thereunder screened from view from any street in the Subdivision or adjacent Lots. The Architectural Review Committee, in its sole discretion, shall have the authority to determine the adequacy of any screening device or technique.

H. EXTERIOR FINISH. The exterior of the front of the Residential Dwelling on each Lot, excluding doors, shutters, trim work, eaves and dormers, must be comprised of one hundred percent (100%)

brick, stone, Hardi plank or masonry material and the exterior of each side and the rear of the Residential Dwelling on a Lot, excluding doors, shutters, trim work, eaves and dormers, must be comprised of not less than fifty percent (50%) brick, stone, Hardi plank or masonry material, unless otherwise approved in writing by the Architectural Review Committee. For purposes of this provision, stucco (except stucco built according to the E.F.I.S. system) shall be considered a masonry material. All permitted stucco shall be applied to a metal lathe with an appropriate air space between the stucco and the paper barrier. All brick, stonework, masonry material and mortar must be approved by the Architectural Review Committee as to type, size, color and application. Concrete steps, stoops or porches must be finished in tile, brick or stone, unless otherwise approved by the Architectural Review Committee. No concrete, concrete block or cinder block shall be used as an exposed building surface. Any concrete, concrete block or cinder block utilized in the construction of a Residential Dwelling or for retaining walls and foundations shall be finished in the same materials utilized for the remainder of the Residential Dwelling. Metal flashing, valleys, vents and gutters installed on a Residential Dwelling shall blend or be painted to blend with the color of the exterior materials to which they are adhered or attached. Brick or stone on the exterior of a Residential Dwelling may not be painted without the prior written consent of the Architectural Review Committee.

I. EXTERIOR LIGHTING AND STREET NUMBERS. All exterior lighting on a Lot must be approved by the Architectural Review Committee. All street numbers displayed on a Lot must be approved by the Architectural Review Committee.

J. MAILBOXES. All mailboxes erected on a Lot, if any, shall be of a standard design approved by the Architectural Review Committee.

K. ROOFING. The Architectural Review Committee shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials which may be utilized for any Residential Dwelling. No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or Residential Dwelling, including, without limitation, the roof of any Residential Dwelling, if visible from any street or the Lake Area. No plumbing or heating vents, stacks and other projections of any nature shall be placed on the roof on the front of any Residential Dwelling. All such vents, stacks and other projections from the roof of any Residential Dwelling shall be located on the rear roof of such Residential Dwelling and shall blend or be painted to blend with the color of the roofing material and, to the extent practicable, not be visible from any street or the Lake Area.

L. CHIMNEYS. The exterior of all chimneys shall be constructed of either brick, stone, Hardi plank, masonry or other material approved in writing by the Architectural Review Committee. No cantilevered chimneys or chimneys with siding shall be permitted. If a fireplace utilizes a metal spark arrester or other metal venting apparatus at the top of the chimney, then a painted metal cowl or surround shall be installed atop the chimney. All metal or other materials placed on top of or around a chimney shall blend or be painted to blend with the color of the roofing material used for the Residential Dwelling.

M. WINDOW TREATMENTS AND DOORS. Reflective glass shall not be permitted on the exterior of any Residential Dwelling. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes except as approved in writing by the Architectural Review Committee. Burglar bars or doors shall not be permitted on the exterior of any windows or doors. Screen doors shall not be used on the front or side of any Residential Dwelling or on the rear of any Residential Dwelling on a Lake Lot. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Residential Dwelling or on the rear of any Residential Dwelling on a Lake Lot; provided that, metal or fiberglass front doors (which are not storm doors) are permitted if approved by the Architectural Review Committee.

N. UTILITY METERS AND HVAC EQUIPMENT. All electrical, gas, telephone and cable television meters shall be located at the rear of all Residential Dwellings, with the exception of meters on Lake Lots which, to the extent practicable, shall be located at the side of the Residential Dwelling, out of view. All exterior heating, ventilating and air-conditioning compressor units and equipment on a Lot other

than a Lake Lot shall be located at the rear of the Residential Dwelling or at the side of the Lot screened from view in a manner approved by the Architectural Review Committee. All exterior heating, ventilating and air-conditioning compressor units and equipment on a Lake Lot shall be located at the side of the Lot screened from view in a manner approved by the Architectural Review Committee.

O. RECREATIONAL FACILITIES. Free-standing playhouses are permitted only with the approval of the Architectural Review Committee. Treehouses are not permitted. The type, color and location of a basketball goal on a Lot must be approved by the Architectural Review Committee. The Architectural Review Committee is expressly authorized to prohibit the erection of a basketball goal on a Lot solely on the basis of location, the proximity of the basketball goal to another Lot or Improvements on another Lot, and/or any other factor determined to be detrimental to an adjacent Lot Owner or the Subdivision. Barbecue grills or other types of outdoor cooking equipment shall be located only at the rear of the Residential Dwelling; all barbecue grills and other types of outdoor cooking equipment must be maintained and kept in a reasonably neat and attractive condition, particularly on Lake Lots. The Architectural Review Committee is hereby vested with the authority to determine whether a barbecue grill or other type of outdoor cooking equipment on a Lot is being maintained in a reasonably neat and attractive condition and its determination shall be final.

P. LANDSCAPING.

(1) The landscaping plan for each Lot shall be submitted to the Architectural Review Committee for approval pursuant to the provisions of Article III.

(2) An irrigation system is required to be installed in the front and rear yards of each Lot prior to substantial completion of the Residential Dwelling. The irrigation system installed on a Lot must be kept in good order and working condition at all times.

(3) All front and side yards of each Lot shall, unless otherwise approved by the Architectural Review Committee, be sodded with grass. The rear yard of each Lake Lot shall also be sodded with grass.

(4) The minimum width of a landscaping bed in the front of a Lot shall be five (5) feet, measured from the front of the Residential Dwelling to the outer edge of the bed.

(5) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the Architectural Review Committee no later than thirty (30) days following the issuance of a certificate of occupancy for the Residential Dwelling situated thereon.

(6) No hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sight-lines for roadways within the Subdivision. The determination of whether any such obstruction exists shall be made by the Architectural Review Committee, whose determination shall be final, conclusive and binding on all Owners.

(7) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No bird baths, foundations, reflectors, flag poles, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free-standing bird houses or other fixtures and accessories shall be placed or installed within the front or side yards of any Lot, or in the rear yard of a Lake Lot, unless approved by the Architectural Review Committee.

(8) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot, in the rear yard of any Lake Lot, or in the rear yard of any other Lot if visible from any street or the Lake Area.

(9) The Architectural Review Committee may from time to time promulgate rules and regulations adopting an approved list of plant life which may be utilized on any Lot, which rules and regulations may prescribe that a minimum dollar amount be established and utilized as the landscaping budget for each Lot.

(10) No Owner shall allow the grass on his Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground.

(11) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or Residential Dwelling within a reasonable period of time after such holiday passes. In the event of any dispute, the decision of the Architectural Review Committee concerning a reasonable period of time shall be final.

(12) No tree may be planted on a Lake Lot nearer to the rear property line than twenty-five (25) feet. No tree or shrub may restrict or impair the view of the Lake Area from any street within the Subdivision or from a neighboring Lot. The Architectural Review Committee shall have the sole discretion to determine whether a tree or shrub restricts or impairs the view of the Lake Area and its determination shall be final.

(13) The following Lots are subject to the additional landscaping requirements: Lots One (1), Two (2), Three (3), and Four (4), Block One (1), and Lots Twenty-One (21), Twenty-Two (22), Twenty-Three (23), and Twenty-Four (24), Block Three (3). Prior to substantial completion of the Residential Dwelling on each such Lot, the Builder shall install a hedge along the rear property line of the Lot adjacent to the fence erected by Declarant. The hedge shall consist of the size and type of bushes specified by Declarant for all of the Lots. The bushes shall be planted in accordance with the spacing requirements specified by Declarant. The Owner of each such Lot shall not have the right to remove any portion of the hedge without the prior written consent of Declarant or, upon the expiration of Class "B" membership in the Association, the Architectural Review Committee. In the event that any portion of the hedge on the Lot dies or becomes diseased, the Owner of the Lot shall be obligated to plant new bushes of the same type so that the hedge has, at all times, a uniform appearance.

Q. SWIMMING POOLS, TENNIS COURTS AND OTHER AMENITY STRUCTURES. Swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools, tennis courts, playhouses, and other amenity structures may be constructed, installed, and maintained on any Lot subject to the prior written approval of Architectural Review Committee. The Architectural Review Committee shall have the right to adopt further rules and regulations governing the construction of swimming pools other outdoor water features or amenities and tennis courts within the Subdivision.

R. DRIVEWAYS AND SIDEWALKS. A "Street Sidewalk" is a sidewalk which is located in the street right-of-way in front or along the side of a Lot. Street Sidewalks are required on Hilltop View Drive, Rippling Springs Drive, Winding Springs Drive, and Bluebonnet Bend, on the side of the street and offset from the curb as determined by the ARC and approved by Harris County. Each Street Sidewalk shall be four (4) feet in width. The Builder which constructs the Residential Dwelling on a Lot which is required to have a Street Sidewalk shall construct the Street Sidewalk prior to substantial completion of the Residential Dwelling. The Builder shall be required to maintain and repair the Street Sidewalk on such Lot until the Lot is sold to a person or entity other than Declarant or a Builder; thereafter, the Street Sidewalk shall be maintained and repaired by the Owner of the Lot. Declarant shall establish specifications for the construction of Street Sidewalks which all Builders are required to adhere to so that all Street Sidewalks are constructed in a uniform manner. All driveways and sidewalks (other than Street Sidewalks) for each Lot shall be constructed of concrete, patterned or stamped asphalt, natural stone or unit masonry. Unit pavers or patterned concrete are encouraged to break up the visual impact of paving. White portland cement is prohibited. Other materials (e.g. brick) may be used only if approved by the Architectural Review Committee. All driveways and sidewalks shall be paved; chert, gravel and loose stone driveways and sidewalks are prohibited. Driveways shall not exceed eighteen (18) feet in width from the street to the front property line. Beyond the front building line to the garage, a driveway shall not exceed eighteen (18) feet in width except as required for garage, porte cochere or carport access and then only as permitted by the Architectural Review Committee. A driveway shall be located a minimum of two (2) feet from the side building line. No driveway shall be less than ten (10) feet in width. Under no circumstances shall a street curb be broken or saw cut. Any damage to a street curb shall be promptly repaired by the party causing the damage, at such party's sole expense.

S. LOT MAINTENANCE. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. In no event shall an Owner use any Lot for storage of materials and equipment (except for normal residential requirements or incident to construction of Improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon. Owners shall not burn anything on any Lot. The Owners or occupants of any Lots at the intersection of streets or Lake Lots, where the rear yard or portion of the Lot is visible to full public view, shall construct and maintain a suitable enclosure approved in writing by the Architectural Review Committee to screen the following from public view: yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and the Board of Director's determination shall be final. In the event the Owner or occupant of any Lot fails to maintain the Lot in a reasonable manner as required by this Section and such failure continues after ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the Lot to be mowed, edged and cleaned, cause the landscaping beds to be weeded and cleaned, cause shrubs and trees to be trimmed or pruned, and to do every other thing necessary to secure compliance with this Declaration, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be agrees by the purchase or occupancy of such Lot, to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article V of this Declaration. Interest thereon at the rate of eighteen percent (18%) per annum shall begin to accrue on such sum on the thirtieth (30th) day after a written invoice is delivered to the Owner.

T. EXTERIOR COLORS. Iridescent colors or tones considered to be brilliant are not permissible. For the purpose of this paragraph, "brilliant" is construed to mean a color that is not in the general texture of both the overall community and natural setting of the Subdivision. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Subdivision with wood and earth tones.

U. TREE REMOVAL. No tree with a caliper of six (6) inches or more may be removed from any Lot without the prior written approval of the Architectural Review Committee. A dead tree shall be removed from a Lot within thirty (30) days of the date that it is determined the tree is no longer growing.

SECTION 2.4. SIZE AND LOCATION OF RESIDENCES/BUILDER GUIDELINES.

A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. For Lots within the Subdivision other than Lake Lots, the minimum allowable area of interior living space in a Residential Dwelling shall be Three Thousand (3,000) square feet. The minimum allowable area of interior living space in a Residential Dwelling on a Lake Lot shall Three Thousand Four Hundred (3,400) square feet. Provided that, the minimum allowable area of interior living space in a one and one-half (1 ½), two (2) or two and one-half (2 ½) story Residential Dwelling shall be three thousand five hundred (3,500) square feet and the minimum allowable area of interior living space in the ground floor of a one and one-half (1 ½), two (2) or two and one-half (2 ½) story Residential Dwelling shall be two thousand (2,000) square feet. For purposes of these Restrictions, the term "interior living space" excludes steps, porches, exterior balconies and garages.

B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING. No Residential Dwelling shall exceed a reasonable height required for two (2) stories of living space (above finished grade) plus a pitched roof. No Residential Dwelling shall have more than two (2) stories of living space above finished grade, except in a case where a third (3rd) story of living space is contained within the volume defined by the roof plans of the Residential Dwelling; provided that, no Residential Dwelling shall exceed a height of forty-five (45) feet above finished grade. Notwithstanding the provisions in this Section or any other Section of the Declaration, the Residential Dwellings on Lot Four (4), Block One(1), and Lot Twenty-One (21), Block Three (3), shall not exceed a height of thirty (30) feet above finished grade.

C. LOCATION OF IMPROVEMENTS - SETBACKS. No Residential Dwelling, garage or Improvement on any Lot other than fencing and/or landscaping approved by the Architectural Review Committee shall be located nearer to the front property line than the setback shown on the Plat. No Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping on any Lot other than a Lake Lot shall be located nearer to the rear property line than fifteen (15) feet. No Residential Dwelling, garage, or Improvement other than approved fencing and/or landscaping on any Lake Lot shall be located nearer to the rear property line than thirty (30) feet. No Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping on any Lot shall be located nearer to a side property line than six (6) feet, except a corner lot in which case no Residential Dwelling, garage or Improvement other than approved landscaping shall be located nearer to the side property line adjacent to the side street than ten (10) feet. Fencing along the side property line of a corner lot shall not be located nearer to the street than the side wall of the Residential Dwelling, unless otherwise approved by the Architectural Review Committee. The Architectural Review Committee may grant variances from these setbacks, in the manner provided in Article III, Section 3.12, when, in its sole discretion, a variance is deemed necessary or appropriate, except that no variance from the rear setbacks applicable to Lake Lots shall be granted. For the purpose of this Section and only this Section, Lot Thirty (30), Block Two (2), shall not be considered to be a Lake Lot. Notwithstanding the provisions in this Section, the Architectural Review Committee is hereby authorized to impose more stringent setbacks and limitations upon the location and/or positioning of the Residential Dwellings on Lots Four (4) and Five (5), Block One (1), for the purpose of controlling the visibility of the Residential Dwellings from Restricted Reserve "H".

D. COMPLIANCE WITH BUILDER GUIDELINES. All Builders are obligated to strictly comply with all provisions of the Builder Guidelines for Rock Creek in effect as of the date of recording this Declaration or as such Builder Guidelines may hereafter be amended. Only Declarant shall have the authority to allow deviations from the Builder Guidelines unless Declarant voluntarily assigns or delegates such authority to the Architectural Review Committee. In the event that a Builder fails to comply with the provisions of the Builder Guidelines and does not correct the violation within ten (10) days of the date of receipt of written notice of the violation from Declarant, or such longer period that may, in the sole discretion of Declarant, be stipulated in the notice, Declarant shall have the authority to impose a fine against the Builder and the Lot in question in the amount of \$100.00 each day that the violation continues to exist after the period specified in the notice to correct the violation. Any fines imposed against a Builder in accordance with this Section shall be payable to the Association. Payment of such fines shall be the personal obligation of the Builder; provided that, payment of such fines shall also be secured by the lien referred to and established in Article V of this Declaration against the Lot on which the violation exists.

SECTION 2.5. FENCES.

A. FENCES ON LAKE LOTS. On each Lake Lot, an unadorned, black wrought iron fence is required along each side lot line from the rear property line a distance (toward the front property line) of fifty (50) feet or to the rear of the Residential Dwelling, whichever is less; the fence shall also extend from the rear property line to the water's edge of the Lake at the same angle as if the side property line continued in a straight line from the rear property line to the Lake. Each such fence shall be not more than four (4) feet in height, and shall have pickets at a four (4) inch on center interval spacing. Such fencing along the side property lines of a Lake Lot is required to be erected by the Building prior to substantial completion of the Residential Dwelling. Fencing across the rear of a Lake Lot is not required, but is permitted; provided that any fence which is erected across the rear of a Lake Lot must be erected at the water's edge and be identical to the wrought iron fencing erected along the side lot lines. In addition to the requirements set forth herein, all wrought iron fencing on Lake Lots shall be consistent and comply with any uniform specifications adopted by Declarant. The cost of the wrought iron fencing erected on the side property line of two (2) adjacent Lake Lots, from the water's edge to either (a) the rear of the Residential Dwelling first completed or (b) the point which is fifty (50) feet from the rear property line of the Lake Lot on which the Residential Dwelling is first completed, whichever distance is less, shall be borne equally by

borne equally by the Builders of the Residential Dwellings on the two (2) Lake Lots. Thereafter, the costs incurred to repair or replace any wrought iron fencing on the side property line of two (2) adjacent Lake Lots shall be borne equally by the Owners of such Lake Lots. Fencing on a Lake Lot which is located nearer to the front property line than the required wrought iron fencing, may be wood; provided that such fencing must comply with the requirements set forth in paragraph B of this Section 2.5.

B. OTHER FENCES. Each fence constructed on a Lot which is not a Lake Lot, and each fence on a Lake Lot which is not required to be wrought iron, shall be a solid wood fence which is eight (8) feet in height. All wood fencing shall be consistent and comply with the uniform specifications adopted by Declarant. All wood fences must be stained by the Builder prior to the substantial completion of the Residential Dwelling of the Lot with the type and brand of stain specified by Declarant. The cost of a wood fence erected on the common property line of two (2) adjacent Lots shall be borne equally by the Builders of the Residential Dwellings on the two (2) Lots. Thereafter, the costs incurred to repair or replace a wood fence on the common property line of two (2) adjacent Lots shall be borne equally by the Owners of such Lots. In no event shall any fence or portion thereof be constructed of chain link or wire. No fence shall extend beyond the front of the Residential Dwelling.

C. MAINTENANCE OF FENCES. Except for the fencing erected on the Lots identified in paragraph D of this Section 2.5, ownership of any fence erected on a Lot shall pass with title to such Lot and it shall be the responsibility of the Lot Owner (or the Lot Owners in the event of a fence located on a common property line) to maintain such fence. In the event the applicable Owner or Owners fails to maintain any fence in a reasonable manner as required by this Section and such failure continues after ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or Owners in trespass or otherwise, enter upon the Lot or Lots and cause the fence to be repaired or maintained and to do every other thing necessary to secure compliance with this Declaration, and may charge the Owner or Owners for the cost of such work. The Board of Directors shall have the exclusive authority to determine whether a fence on a Lot is being maintained in a reasonable manner and the Board of Director's determination shall be final. Each Owner agrees by the purchase of his Lot, to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article V of this Declaration. Interest thereon at the rate of eighteen percent (18%) per annum shall begin to accrue on such sum on the thirtieth (30th) day after a written invoice is delivered to the Owner.

D. FENCES ERECTED BY DECLARANT. Declarant shall erect fencing along the rear property lines of Lot One (1), Two (2), Three (3) and Four (4), Block One (1) and Lots Twenty-One (21), Twenty-Two (22), Twenty-Three (23) and Twenty-Four (24), Block Three (3). Declarant hereby reserves for itself and the Association a perpetual easement upon and across Lots One (1), Two (2), Three (3) and Four (4), Block One (1), and Lots Twenty-One (21), Twenty-Two (22), Twenty-Three (23) and Twenty-Four (24), Block Three (3), for the purpose of erecting, maintaining, repairing and replacing the fencing erected along the rear property lines of such Lots. The area subject to the easement shall be five (5) feet in width and shall extend across the entire width of the Lot adjacent to the rear property line. No owner of any one (1) of these Lots shall have the authority to remove or in any way alter any portion of the fence on the Lot erected by Declarant. The Association shall be responsible for maintaining and repairing such fencing. Declarant shall have the right, but not the obligation, to construct other fences within or around the Subdivision which are deemed by the Declarant to enhance the appearance of the Subdivision. An Owner shall be responsible for any damage to a fence constructed by or at the direction of the Declarant which is caused by such Owner or his family members, or the negligent, but not the intentional, acts of his guests, agents or invitees. The obligation to maintain and repair any fence constructed by Declarant or Builder on any Common Area shall pass with title to the Common Area to the Association.

E. ATTACHMENTS. No item, structure or Improvement may be attached to a fence without the written consent of the Architectural Review Committee

SECTION 2.6. RESERVATIONS AND EASEMENTS.

A. UTILITY EASEMENTS. Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all necessary utility systems including systems of electric light and power supply, telephone service, cable television service, gas supply, water supply and sewer service, including systems for utilization of services resulting from advances in science and technology. There is hereby created an easement upon, across, over and under all of the Subdivision for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the Utility Companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, under the land within the utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section 2.6.A., no utilities or appurtenances thereto may be installed or relocated on the Subdivision until approved by Declarant or the Board.

B. LAKE CIRCULATION PIPE EASEMENT. Declaration reserves for itself and the Association an easement upon, across, over and under portions of Lots Thirty (30), Thirty-Four (34), Thirty-Five (35) and Thirty-Eight (38), Block Two (2), for the purpose of installing, maintaining, repairing and replacing one (1) or more lake circulation pipes. With regard to each Lot, the easement area shall be the area which is fifteen (15) feet in width and runs along the entirety of the property line adjacent to Bluebonnet Bend. By virtue of this easement, it shall be permissible for the Declarant and/or the Association to enter upon such Lots for the purpose of installing, maintaining, repairing and replacing the lake circulation pipe(s).

C. LANDSCAPE EASEMENT. Declarant reserves for itself and the Association an easement upon, across and over portions of Lots Thirteen (13) and Twenty (20), Block Three (3), Section One (1), for the purposes of installing, maintaining and replacing landscaping within the area subject to the easement. For purposes hereof, "landscaping" shall include constructing an earthen berm, installing an irrigation system, and planting whatever trees and/or shrubs deemed by Declarant or the Association to be desirable. With regard to each Lot, the easement area shall be the area which is fourteen (14) feet in width and runs along the entirety of the property line adjacent to Grant Road.

D. ADDITIONAL EASEMENTS. Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way by instrument recorded in the office of the County Clerk of Harris County, Texas or by express provisions in conveyances, with respect to Lots that have not been so d by Declarant.

E. DEDICATION OF STREETS. Subject to the foregoing, Declarant hereby dedicates to the use of the public all streets and easements shown on the Plat.

F. CHANGES TO EASEMENTS. Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the most efficient and economic installation of utility systems.

G. MINERAL RIGHTS. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or upon said easements or any part thereof to serve said Lot or parcel of land or any other portions of the Subdivision. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any public service corporation or other governmental agency or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed, or other conveyances shall not be held or construed to include the title to oil, gas, coal,

lignite, uranium, iron ore or any other minerals, Declarant shall have no surface access to the Property for mineral purposes.

H. DRAINAGE. Except as shown on the drainage plan for the Subdivision, no Owner of a Lot shall be permitted to construct improvements on such Lot or to grade such Lot or permit such Lot to remain in or be placed in such condition that rain water falling on such Lot drains to any other Lot. It is the intent of this provision to preserve natural drainage. The Declarant may, but shall not be required to, install drainage inlets or underground drains within the utility easement on one or more Lots. If so, no Owner shall in any manner obstruct or interfere with such drainage system. If drains are not installed by Declarant, an underground drainage system may be required on each Lot by the Architectural Review Committee to assure proper drainage on the Lot.

I. LAKE AREA. The Lake Area is restricted in use to recreation and is reserved for the common use, benefit and enjoyment of the Owners and the Members of the Association, subject to such reasonable Rules and Regulations as may be promulgated by the Association and the following provisions:

- (i) No non-electrical motorized watercraft of any kind is allowed in the Lake Area;
- (ii) No diving or jumping into the Lake is permitted;
- (iii) No person is permitted to walk or play on the dam;
- (iv) Each Owner shall observe and strictly comply with all reasonable Rules and Regulations promulgated by the Association with respect to the Lake Area, and shall be deemed to acknowledge and agree that all such Rules and Regulations, if any, are for the mutual and common benefit of all Owners and Members of the Association and necessary for their protection.

J. ELECTRIC DISTRIBUTION SYSTEM. An electric distribution system will be installed in the Subdivision, which service area embraces all of the Lots which are platted in the Subdivision. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. In the event that there are constructed within the underground residential subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has or will have either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted or will grant to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowner's to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as service is maintained, the electric service to each dwelling unit therein shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the electric distribution system at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that

the Subdivision is being developed for residential dwelling units, consisting solely of homes, all of which are designed to be permanently located where originally constructed which are built for sale or rent.

The provisions of the two preceding paragraphs also apply to any future residential development in Rock Creek.

ARTICLE III
Architectural Approval

SECTION 3.1. ARCHITECTURAL REVIEW COMMITTEE. As used in this Declaration, the term "Architectural Review Committee" shall mean a committee of three (3) members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all three (3) members until the earlier of (a) the date that Class B membership in the Association converts to Class A membership, or (b) the date Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint all members. Members of the Architectural Review Committee may, but need not be, Members of the Association. Members of the Architectural Review Committee appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. The initial Members of the Architectural Review Committee are Dennis A. Vickery, Fred Caldwell and Jerry Knauff. Members of the Architectural Review Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The Architectural Review Committee shall have the right to designate a Committee Representative by recordation of a notice of appointment in the Official Public Records of Real Property of Harris County, Texas, which notice must contain the name, address, and telephone number of the Committee Representative. All third parties shall be entitled conclusively to rely upon such person's actions as the actions of the Architectural Review Committee itself until such time as the Architectural Review Committee shall record a notice of revocation of such appointment in the Official Public Records of Real Property of Harris County, Texas.

SECTION 3.2. APPROVAL OF IMPROVEMENTS REQUIRED. In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the development, to establish and preserve a harmonious design for the development and to protect and promote the value of the Property, the Lots and Residential Dwellings and all Improvements thereon, no Improvements of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot or Residential Dwelling by any Owner, other than Declarant, which affect the exterior appearance of any Lot or Residential Dwelling unless plans and specifications therefor have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of this Article. Without limiting the foregoing, the construction and installation of any dwellings, sidewalks, driveways, mailboxes, decks, patios, courtyards, landscaping, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servant's quarters, garages or any other outbuildings, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Residential Dwelling or Improvements, unless the plans and specifications for the same have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of this Article.

The Architectural Review Committee is hereby authorized and empowered to approve all plans and specifications and the construction of all Residential Dwellings and other Improvements on any part of the Property and the builder of such Improvements. Prior to the commencement of any Residential Dwelling or other Improvements on any Lot or Residential Dwelling, the Owner thereof shall submit to the Architectural Review Committee plans and specifications and related data for all such Improvements, which shall include the following:

- (i) A check in the amount of the then applicable Submission Fee, if any, made payable to "Rock Creek Community Association, Inc."
- (ii) Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all Improvements, including, specifically, the Residential Dwelling to be constructed on said Lot, the location of all driveways, walkways, decks, terraces, patios and outbuildings and the relationship of the same to any set-back requirements applicable to the Lot or Residential Dwelling and any utility easements affecting the Lot.
- (iii) Two (2) copies of a foundation plan, floor plans and exterior elevation drawing of the front, back, and sides of the Residential Dwelling to be constructed on the Lot.
- (iv) Two (2) copies of written specifications and, if requested by the Architectural Review Committee, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Residential Dwelling on such Lot or any other Improvements thereto, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Residential Dwelling and the color of paint or stain to be used on all doors, shutters, trim work, eaves and dormers on the exterior of such Residential Dwelling.
- (v) Information sufficient to show that the lighting plan complies with the Architectural Guidelines;
- (vi) Information sufficient to show that the landscaping and irrigation plans comply with the Declaration and Architectural Guidelines.
- (vii) Two (2) copies of information or documentation which clearly identifies all trees with a caliper of six (6) inches or more proposed to be removed from the Lot.
- (viii) A written statement of the estimated date of commencement, if the proposed Improvement is approved, and the estimated date of completion.
- (ix) Such other plans, specifications or other information or documentation as may be required by the Architectural Review Committee.

The Architectural Review Committee shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. One copy of all plans, specifications and related data so submitted to the Architectural Review Committee shall be retained in the records of the Architectural Review Committee and the other copy shall be returned to the Owner submitting the same marked "approved", "approved as noted" or "disapproved". The Architectural Review Committee may establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys retained in order to approve such plans and specifications and to monitor and otherwise enforce the terms hereof ("the Submission Fee").

The Architectural Review Committee shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations, any failure to comply with any of the provisions of this Declaration or the Architectural Guidelines, failure to provide requested information, objection to exterior design, appearance or materials, objection on the ground of incompatibility of any such proposed Improvement with the scheme of development proposed for the Subdivision, objection to the location of any proposed Improvements on

any such Lot or Residential Dwelling, objection to the landscaping plan for such Lot or Residential Dwelling, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgment of the Architectural Review Committee, would render the proposed Improvement inharmonious with the general plan of development contemplated for the Subdivision. The Architectural Review Committee shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of such Lot or Residential Dwelling shall be obligated to comply and must be incorporated into the plans and specifications for such Improvements or Residential Dwelling. Approval of plans and specifications by the Architectural Review Committee for Improvements to one particular Lot or Residential Dwelling shall not be deemed an approval or otherwise obligate the Architectural Review Committee to approve similar plans and specifications of any of the features or elements for the Improvements for any other Lot or Residential Dwelling within the Subdivision.

Any revisions, modifications or changes in any plans and specifications previously approved by the Architectural Review Committee must be approved by the Architectural Review Committee in the same manner specified above.

If construction of the Residential Dwelling or the Improvements has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing framing and other related construction work) within ninety (90) days of approval by the Architectural Review Committee of the plans and specifications for such Residential Dwelling or other Improvements, then no construction may be commenced (or continued) on such Lot or Residential Dwelling and the Owner of such Lot or Residential Dwelling shall be required to resubmit all plans and specifications for any Residential Dwelling or other Improvements to the Architectural Review Committee for approval in the same manner specified above.

SECTION 3.3. ADDRESS OF COMMITTEE. The address of the Architectural Review Committee shall be at the principal office of the Association.

SECTION 3.4. ARCHITECTURAL GUIDELINES. The Architectural Review Committee from time to time may promulgate, supplement or amend the Architectural Guidelines, which provide an outline of minimum acceptable standards for proposed Improvements; provided, however, that such outline will serve as a minimum guideline only and the Architectural Review Committee may impose other requirements in connection with its review of any proposed Improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

SECTION 3.5. FAILURE OF COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed Improvement on a Lot shall be deemed approved by the Architectural Review Committee, unless disapproval or a request for additional information or materials is transmitted to the applicant by the Architectural Review Committee within forty-five (45) days after the date of receipt by the Architectural Review Committee of all required materials; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement on a Lot that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Review Committee at all times retaining the right to object to any Improvement on a Lot that violates any provision of this Declaration or the Architectural Guidelines.

SECTION 3.6. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed Improvement on a Lot, the proposed Improvement shall be prosecuted diligently and continuously and shall be completed within the time frame approved by the Architectural Review Committee and in strict conformity with the description of the proposed Improvement in the materials submitted to the Architectural Review Committee. No building materials shall be placed upon a Lot until the Owner is ready to commence construction. Owners shall keep the job site and all surrounding areas clean during the progress of construction. All construction trash, debris and rubbish on each Lot shall be properly disposed of at least

weekly. In no event shall any used construction material be buried on or beneath any Lot or Residential Dwelling. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street. All construction vehicles must be parked on the Lot or in areas designated by the Architectural Review Committee. Construction on a Lot is permitted only between dawn and dusk Monday through Saturday, unless special permission to proceed with construction at other times is given by the Architectural Review Committee. All Builders and their subcontractors must use the contractor entrance designated by Declarant for both ingress to and egress from the Subdivision. Declarant shall have the authority to impose a fine in the amount of \$100.00 per violation for each occasion that a Builder or one of its subcontractors fails to use the designated contractor entrance for ingress to or egress from the Subdivision. Any fines imposed against a Builder in accordance with this Section shall be payable to the Association. Payment of such fines shall be the personal obligation of the Builder; provided that, payment of such fines shall also be secured by the lien referred to and established in Article V of this Declaration against each Lot owned by such Builder. No Improvement on a Lot shall be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Residential Dwelling, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

SECTION 3.7. NOTICE OF COMPLETION. Promptly upon completion of the Improvement on a Lot, the applicant shall deliver a notice of completion ("Notice of Completion") to the Architectural Review Committee and, for all purposes hereunder, the date of receipt of such Notice of Completion by the Architectural Review Committee shall be deemed to be the date of completion of such Improvement, provided that the Improvement is, in fact, completed as of the date of receipt of the Notice of Completion.

SECTION 3.8. INSPECTION OF WORK. The Architectural Review Committee or its duly authorized representative shall have the right to inspect any Improvement on a Lot before or after completion, provided that the right of inspection shall terminate sixty (60) days after the Architectural Review Committee shall have received a Notice of Completion from the Applicant.

SECTION 3.9. NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the Architectural Review Committee finds that any Improvement on a Lot has been constructed or undertaken without obtaining the approval of the Architectural Review Committee, or has been completed other than in strict conformity with the description and materials furnished by the applicant to the Architectural Review Committee, or has not been completed within the required time period after the date of approval by the Architectural Review Committee, the Architectural Review Committee shall notify the applicant in writing of the noncompliance ("Notice of Noncompliance"), which notice shall be given, in any event, within sixty (60) days after the Architectural Review Committee receives a Notice of Completion from the applicant. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the applicant to take such action as may be necessary to remedy the noncompliance. If the applicant does not comply with the Notice of Noncompliance within the period specified by the Architectural Review Committee, the Association may, acting through the Board, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the real property on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove the noncomplying Improvement on the Lot; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the applicant shall reimburse the Association upon demand for all expenses incurred therewith. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise. Any expenses incurred by the Association as a result of the applicant's noncompliance, plus fifty percent (50%) of such costs for overhead and supervision and interest thereon (from the date an invoice is submitted to Owner) at the rate of eighteen percent (18%) per annum, shall be charged to the applicant's assessment account and collected in the same manner as provided in Article V.

SECTION 3.10. FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION. If, for any reason other than the applicant's act or neglect, the Architectural Review Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt by the Architectural Review Committee of a written Notice of Completion from the applicant, the Improvement on a Lot shall be deemed in compliance if the Improvement on a Lot in fact was completed as of the date of Notice of Completion; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement on a Lot that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Review Committee at all times retaining the right to object to any Improvement on a Lot that violates this Declaration or the Architectural Guidelines.

SECTION 3.11. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the Architectural Review Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Board of Directors, with respect to any Improvement on a Lot. Specifically, the approval by the Architectural Review Committee of any Improvement on a Lot shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement on another Lot or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement on a Lot by such person or otherwise.

SECTION 3.12. POWER TO GRANT VARIANCES. The Architectural Review Committee may authorize variances from compliance with any of the provisions of Article II of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of Improvements on a Lot, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Review Committee. Notwithstanding anything contained in this Declaration to the contrary, the Committee Representative shall not have the power to grant a variance. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Review Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 3.13. COMPENSATION OF ARCHITECTURAL REVIEW COMMITTEE MEMBERS. The members of the Architectural Review Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

SECTION 3.14. ESTOPPEL CERTIFICATES. The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Review Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement on a Lot or with respect to whether any Improvement on a Lot was made in compliance herewith. Any person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 3.15. NONLIABILITY FOR ARCHITECTURAL REVIEW COMMITTEE ACTION. None of the members of the Architectural Review Committee, any Committee Representative, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not inspect, guarantee or warrant the workmanship of the

Improvement, including its design, construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the Improvement is suitable or fit for its intended purpose. Furthermore, none of the members of the Architectural Review Committee, the Committee Representative, any member of the Board of Directors, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Review Committee, the Board of Directors, or otherwise. Finally, neither Declarant, the Association, the Board, the Architectural Review Committee, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

SECTION 3.16. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of any permitted structure or Improvement on a Lot, and provided construction is proceeding with due diligence, the Architectural Review Committee may temporarily suspend the provisions of Article II contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Subdivision.

SECTION 3.17. SUBSURFACE CONDITIONS. The approval of plans and specifications by the Architectural Review Committee for any Residential Dwelling or other Improvement on a Lot shall not be construed in any respect as a representation or warranty by the Architectural Review Committee or Declarant to the Owner submitting such plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvements contemplated by such plans and specifications. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any contemplated Improvements thereon.

SECTION 3.18. LANDSCAPING. No landscaping, grading, excavation or fill work of any nature should be implemented or installed by any Owner on any Lot unless and until landscaping plans therefor have been submitted to and approved by the Architectural Review Committee in accordance with the provisions of this Article III.

ARTICLE IV

Management and Operation of Subdivision

SECTION 4.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Bylaws and in the Rules and Regulations. The business and affairs of the Association shall be managed by its Board of Directors. The Declarant shall determine the number of directors and appoint, dismiss and reappoint all of the members of the Board until the First Meeting of the Members of the Association is held in accordance with the provisions of Section 4.4 and a Board of Directors is elected (the Board of Directors appointed by Declarant, at any given time, being referred to herein as "the Appointed Board"). The Appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Restrictions, including without limitation, the right to

grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

SECTION 4.2. MEMBERSHIP IN ASSOCIATION. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 4.3. VOTING OF MEMBERS. Subject to any limitations set forth in this Declaration or the ByLaws, each Member other than Declarant shall be a Class A Member entitled to one vote per Lot owned on each matter submitted to a vote of the Members. Declarant shall be a Class B Member having five (5) votes for each Lot owned. No Member in Good Standing shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Lot in the Subdivision to the Secretary of the Association. In the event that ownership interests in a Lot are owned by more than one Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each Lot. Such Members shall appoint one of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Member of the Association, and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, then the Member exercising the vote for the Lot shall be deemed to be designated to vote on behalf of the Members having an ownership interest in the Lot. All Members of the Association may attend meetings of the Association and all Members in Good Standing may exercise their vote at such meetings either in person or proxy. Fractional votes and split votes will not be permitted. The decision of the Board of Directors as to the number of votes which any number is entitled to cast, based upon the number of Lots owned by him, shall be final.

Class B membership in the Association shall cease and be converted to Class A membership when Declarant voluntarily agrees in writing to convert its Class B membership to Class A membership or on the fifteenth (15th) anniversary date of the date of recording the Declaration, whichever occurs earlier.

SECTION 4.4. MEETINGS OF THE MEMBERS. The First Meeting of the Members of the Association shall be held when called by the Appointed Board upon no less than ten (10) and no more than fifty (50) days' prior written notice to the Members. Such written notice may be given at any time but must be given not later than thirty (30) days of the date that Class B membership in the Association ceases to exist. The First Elected Board shall be elected at the First Meeting of the Members of the Association. Thereafter, annual and special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified or provided in the Bylaws.

SECTION 4.5. PROFESSIONAL MANAGEMENT. The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

SECTION 4.6. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

ARTICLE V

Maintenance Expense Charge and Maintenance Fund

SECTION 5.1. MAINTENANCE FUND. All annual maintenance charges collected by the Association and all interest, penalties, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management, and operation of the Subdivision; for the maintenance, repair and improvement of the Common Area; for the maintenance of any easements granted to the Association; for the enforcement of these Restrictions by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

SECTION 5.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGES AND ASSESSMENTS. Subject to Article V, Section 5.7, below, each and every Lot in the Subdivision is hereby severally subjected to and impressed with an annual maintenance charge or assessment in an amount to be determined annually by the Board, which annual maintenance charge shall run with the land. Each Owner of a Lot, by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all Improvements thereon, as hereinafter more particularly stated. Each charge or assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of his Lot or his interest therein.

SECTION 5.3. BASIS AND MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment shall be \$1,500.00 per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased, effective January 1 of each year, by an amount determined by the Board of Directors. No increase over a prior year's annual assessment shall require a vote of the Members of the Association. The annual assessment levied against each Lot shall be uniform.

SECTION 5.4. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The initial maximum annual assessment provided for herein shall be established as to all Lots on the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas. However, the annual assessment shall commence as to each Lot on the date of the conveyance of the Lot by the Declarant and shall be prorated according to the number of days remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner.

SECTION 5.5. SPECIAL ASSESSMENTS. If the Board at any time, or from time to time, determines that the annual maintenance charges assessed for any period are insufficient to provide for the

continued operation of the Subdivision or any other purposes contemplated by these Restrictions, then the Board shall have the authority to levy such special assessments ("special assessments") as it shall deem necessary to provide for such continued maintenance and operation. No special assessment shall be effective until the same is approved in writing by at least a majority of the Members in Good Standing, or by the vote of not less than two-thirds (2/3) of the Members in Good Standing present and voting, in person or by proxy, at meeting of the Members called for that purpose at which a quorum is present. Any such special assessment shall be payable in the manner determined by the Board and the payment thereof may be enforced in the manner herein specified for the payment of the annual maintenance charges.

SECTION 5.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE. The annual maintenance charge assessed against each Lot shall be due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter. Any annual maintenance charge which is not paid and received by the Association by the thirty-first (31st) day of each January thereafter shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of eighteen percent (18%) per annum from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a monthly late charge on any delinquent annual maintenance charge. The monthly late charge, if imposed, shall be in addition to interest. To secure the payment of the annual maintenance charge, special assessments and Reserve Assessments (as provided in Section 5.8) levied hereunder and any other sums due hereunder (including, without limitation, interest, late fees, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereto for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section 5.6 and the superior title herein reserved shall be deemed subordinate to any mortgage for the purchase or improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such annual maintenance charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. Further, the voting rights of any owner in default in the payment of the annual maintenance charge, or other charge owing hereunder for which an Owner is liable, and/or any services provided by the Association, shall be automatically suspended without the necessity of action by the Board for the period during which such default exists. Notice of the lien referred to in the preceding paragraph may, but shall not be required to, be given by the recordation in the office of the County Clerk of Harris County, Texas of an affidavit, duly executed, and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid annual maintenance charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid annual maintenance charge, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the office of the County Clerk of Harris County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant

thereto, in accordance with the provisions of Chapter 51 of the Texas Property Code as same may hereafter be amended. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

SECTION 5.7. PAYMENT OF ASSESSMENTS BY DECLARANT AND BUILDERS. Lots owned by Declarant are exempt from assessment by the Association as long as Class B membership in the Association exists. Provided that, as long as there is Class B membership, Declarant shall loan funds to the Association to pay any deficiency in the operating budget, less sums deposited in any reserve account established by the Association or otherwise set aside for reserves. An improved or unimproved Lot owned by a Builder shall be assessed the full maintenance charge and/or special assessment.

SECTION 5.8. RESERVE ASSESSMENT. Upon the first sale of a Lot subsequent to the completion of a Residential Dwelling thereon, the purchaser of the Lot shall pay to the Association a sum equal to one and one-half (1 ½) times the annual assessment in effect as of the date of closing on the sale of such lot (such sum being referred to herein as the "Reserve Assessment"). The Reserve Assessment shall be due and payable on or before ten (10) days after the date the deed conveying the Lot to the purchaser is recorded or, if a contract for deed or similar instrument, the date the contract for deed is executed. Payment of the Reserve Assessment shall be in default if the Reserve Assessment is not paid on or before the due date for such payment. Reserve Assessments in default shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. All Reserve Assessments collected by the Association shall be deposited into a reserve account established and maintained by the Association for capital improvements and/or the repair or refurbishment of the Common Areas. No Reserve Assessment paid by an Owner shall be refunded to the Owner by the Association. The Association may enforce payment of the Reserve Assessment in the same manner which the Association may enforce payment of annual and special assessments pursuant to this Article V.

SECTION 5.9. NOTICE OF SUMS OWING. Upon the written request of an Owner, the Association shall provide to such Owner a written statement setting out the then current total of all maintenance charges, special assessments, and other sums, if any, owing by such Owner with respect to his Lot. In addition to such Owner, the written statement from the Association so advising the Owner may also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

SECTION 5.10. FORECLOSURE OF MORTGAGE. In the event of a foreclosure of a mortgage on a Lot, the purchaser at the foreclosure sale shall not be responsible for maintenance charges, special assessments, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors shall be responsible for maintenance charges, special assessments, and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

ARTICLE VI
Insurance; Security

SECTION 6.1. GENERAL PROVISIONS. The Board shall have the authority to determine whether or not to obtain insurance for the Association and, if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance shall be an expense of the Association which shall be paid out of the Maintenance Fund.

SECTION 6.2. INDIVIDUAL INSURANCE. Each Owner, tenant or other person occupying a Residential Dwelling, shall be responsible for insuring his Lot and his Residential Dwelling, its contents and furnishings. Each Owner, tenant or other person occupying a Residential Dwelling, shall, at his own cost and expense, be responsible for insuring against the liability of such Owner, tenant or occupant.

SECTION 6.3. INDEMNITY OF ASSOCIATION. Each Owner shall be responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of his family, tenants, guests, invitees, agents, employees, or any resident or occupant of his Residential Dwelling, and by acceptance of a deed to a Lot does hereby indemnify the Association, its officers, directors and agents, and all other Owners against any such costs.

SECTION 6.4. SECURITY. The Association, its directors, officers, managers, employees, agents and attorneys, ("Association and Related Parties") shall not in any way be considered an insurer or guarantor of security within the Property. The Association and Related Parties shall not be liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken. Owners, lessee and occupants of all Lots, on behalf of themselves, and their guests and invitees, acknowledge that the Association and Related Parties do not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Owners, lessees, and occupants of Lots on behalf of themselves, and their guests and invitees, acknowledge and understand that the Association and Related Parties are not an insurer and that each Owner, lessee and occupant of any Lot and on behalf of themselves and their guests and invitees assumes all risks for loss or damage to persons, to Residential Dwellings and to the contents of their Residential Dwelling and further acknowledges that the Association and Related Parties have made no representations or warranties nor has any Owner or lessee on behalf of themselves and their guests or invitees relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security measures undertaken within the Property.

ARTICLE VII
Fire or Casualty; Rebuilding

SECTION 7.1. REBUILDING. In the event of a fire or other casualty causing damage or destruction to a Lot or the Residential Dwelling located thereon, the Owner of such damaged or destroyed Lot or Residential Dwelling shall within ninety (90) days after such fire or casualty contract to repair or reconstruct the damaged portion of such Lot or Residential Dwelling and shall cause such Lot or Residential Dwelling to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved by the Architectural Review Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling, to the end that the Residential Dwelling shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling shall be razed and the

Lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction. In the event that the repair and reconstruction of the Residential Dwelling has not been commenced within ninety (90) days after such fire or casualty and the damaged or destroyed Residential Dwelling has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association, shall upon ten (10) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, shall the authority but not the obligation to enter upon the Lot, raze the Residential Dwelling and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling and to restore the Lot to its original condition, plus fifty percent (50%) of such costs for overhead and supervision and interest thereon (from the date an invoice is submitted to Owner) at the rate of eighteen percent (18%) per annum, shall be charged to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

ARTICLE VIII

Amendment, Duration, Annexation and Merger

SECTION 8.1. AMENDMENT. Except as otherwise provided by law, the provisions of this Declaration may be amended by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than two-thirds (2/3) of the Lots in the Subdivision have voted in writing in favor of such amendment, setting forth the amendments, and duly recorded in the office of the County Clerk of Harris County, Texas. As long as there is Class B membership in the Association, an amendment to this Declaration must also be approved in writing by Declarant and such written consent must be attached to the recorded amendment document. Without joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under these Restrictions.

SECTION 8.2. DURATION. These Restrictions shall remain in full force and effect until January 1, 2030, and shall be extended automatically for successive ten (10) year periods; provided however, that these Restrictions may be terminated on January 1, 2030, or on the commencement of any successive ten year period by filing for record in the office of the County Clerk of Harris County, Texas, an instrument in writing signed by Owners representing not less than seventy-five percent (75%) of the Lots in the Subdivision.

SECTION 8.3. ANNEXATION. Additional land may be annexed and subjected to the provisions of this Declaration by Declarant, without the consent of the Members, within twenty (20) years of the date that this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas. Thereafter, additional land may be annexed and subjected to the provisions of this Declaration only with the consent of not less than two-thirds (2/3) of the Members in Good Standing of the Association present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. The annexation of additional land shall be effective upon filing of record an annexation instrument in the Official Public Records of Real Property of Harris County, Texas.

SECTION 8.4. DEANNEXATION OF LAND. Land made subject to this Declaration may be deannexed by an instrument signed by Owners representing not less than two-thirds (2/3) of the Lots in the Subdivision and filed of record in the Official Public Records of Real Property of Harris County, Texas.

SECTION 8.5. MERGER. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the merging or consolidating associations as one scheme. No such merger or consolidation shall effect any revocation, change or addition to these Restrictions.

ARTICLE IX
Miscellaneous

SECTION 9.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

SECTION 9.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 9.3. ARTICLES AND SECTIONS. Article and section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires references herein to articles and sections are to articles and sections of these Restrictions.

SECTION 9.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 9.5. LIMITATION OF LIABILITY. Notwithstanding anything provided herein to the contrary, neither the Declarant, the Architectural Review Committee, the Association, nor any agent, employee, representative, member, shareholder, partner, officer or director thereof, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed, or approved in accordance with the provisions of Article III above, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by an Owner for approval pursuant to the provisions of Article III, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or occupant, or other damage to any Residential Dwelling, Improvements or the personal property of any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or occupant, which may be caused by, or arise as result of, any defect, structural or otherwise, in any Residential Dwelling or Improvements or the plans and specifications thereof or any past, present or future soil and/or subsurface conditions, known or unknown and (f) any other loss, claim, damage, liability or expense, including court costs and attorney's fees suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot, Residential Dwelling, or any other Improvements situated thereon.

SECTION 9.6. ENFORCEABILITY. These Restrictions shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of the Restrictions or any rules and regulations adopted by the Association or the Architectural Review Committee pursuant to any authority conferred by either of them by these Restrictions and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the Restrictions. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

SECTION 9.7. REMEDIES. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Restrictions, the Declarant, the

Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. Upon the violation of any of the provisions of these Restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to suspend the right of such Owner to vote in any regular or special meeting of the members during the period of the violation.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on this the 11th day of January, 2000, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

R CREEK, L.P., a Texas limited partnership,
Declarant
By: Caldwell Watson Management Company,
L.L.C., its General Partner

Handwritten initials: (2) / a

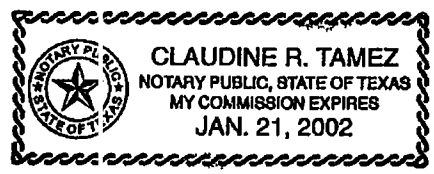
By: *[Signature]*
Print Name: FRED A. CALDWELL

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Fred E. Caldwell, of Caldwell Watson Management Company, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of January, 2000.

Claudine R. Tamez
Notary Public in and for the State of Texas



JOINDER OF LIENHOLDER

Coastal Banc SSB, being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Declaration of Covenants, Conditions and Restrictions for Rock Creek ("the Declaration") or some portion thereof, and defined as the "Property" in said Declaration, as such mortgagee and Lienholder, does hereby consent to and join in said Declaration for Rock Creek.

This consent and joinder shall not be construed or operate as a release of said mortgage or lien owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and lien shall hereafter be upon and against the Lots and all appurtenances thereto, subject to the provisions of the Declaration hereby agreed to.

SIGNED AND ATTESTED by the undersigned officers of Coastal Banc SSB, heretofore authorized, this the 12 day of January, 2000.

Coastal Banc SSB

By: Michael J. Peery
Title: SVP

ATTEST:

Lewis Kaufman

Michael J. Peery
Sr. Vice President

**METES AND BOUNDS DESCRIPTION
76.4132 ACRES OUT OF
H.T.&B. R.R. SURVEY, A-472 AND
HARRIS COUNTY, TEXAS**

All that certain 76.4132 acres of land out of the H.T.&B. R.R. Survey, A-472, Harris County, Texas and being a portion of that certain 74.0586 acre tract described in a Deed dated 03-15-1997 from H. C. Marchand, Trustee to 75 Grant L.P. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File No. S350549, Film Code No. 512-11-0819, and a portion of that certain called 119.128 acre tract described in a Deed dated 05-27-1995 from John L. Ulrich, et al to Poarch/Swinbank Limited Partnership, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File No. R410052, Film Code No. 503-93-1050, and a portion of that certain 1.024 acre tract described in a Deed dated 03-05-1997 from H.C. Marchand, Trustee to 75 Grant L.P. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File No. S350550, Film Code No. 512-22-0823, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1 1/2" iron pipe in the south right-of-way line of Grant Road (60' wide) at its intersection with the east line of said H.T.&B. R.R. Survey, A-472;

THENCE S 45° 00' 00" W - 1,324.41', with said east line to a found 5/8" iron rod for angle point;

THENCE N 45° 00' 00" W - 65.00' to a set 5/8" iron rod with cap for corner;

THENCE N 74° 44' 54" W - 295.94' to a set 5/8" iron rod with cap being a point on a curve having a central angle of 97° 50' 21", a radius of 470.00', the center of said curve being located on a radial line bearing N 74° 44' 54" W from said point;

THENCE in a northwesterly direction with said curve for an arc distance of 802.58' to a set 5/8" iron rod with cap marking the Point of Tangency;

THENCE N 82° 35' 24" W - 56.59' to a set 5/8" iron rod with cap marking the Point of Curvature of a curve to the right having a central angle of 82° 40' 47", a radius of 330.00';

THENCE in a northwesterly direction with said curve for an arc distance of 476.20' to a set 5/8" iron rod with cap marking Point of Tangency;

THENCE N 00° 05' 23" E - 57.53' to a set 5/8" iron rod with cap marking the Point of Curvature of a curve to the left having a central angle of 64° 12' 51", a radius of 495.00';

THENCE in a northwesterly direction with said curve for an arc distance of 554.77' to a set 5/8" iron rod with cap for corner;

THENCE N 25° 52' 32" E - 60.00' to a set 5/8" iron rod with cap being a point on a curve to the left having a central angle of 05° 34' 09", a radius of 25.00' the center of said curve being located on a radial line bearing N 25° 52' 32" E from said point;

THENCE in a southeasterly direction with said curve for an arc distance of 2.43' to a set 5/8" iron rod with cap for corner;

THENCE N 26° 05' 17" E - 119.94' to a set 5/8" iron rod with cap for corner;

THENCE N 21° 21' 58" W - 20.28' to a set 5/8" iron rod with cap for angle point;

THENCE N 57° 19' 08" W - 43.15' to a set 5/8" iron rod with cap for angle point;

THENCE N 76° 47' 18" W - 184.03' to a set 5/8" iron rod with cap for angle point;

THENCE S 89° 46' 04" W - 44.61' to a found fence corner post for corner;

THENCE N 01° 18' 28" E - 701.42' to a found 5/8" iron rod for angle point;

THENCE N 00° 45' 19" E - 121.64' to a found fence corner post for corner;

THENCE S 89° 36' 46" E - 611.69', with the south line of a called 46.9007 acre tract described in a Deed dated 12-16-1981 from Awdeh & Co., Consultants to Hebzallah Corporation, N.V. to a found 3/4" pinch top pipe for corner;

THENCE S 06° 59' 59" E - 333.28', with the west line of a 12.6 acre tract of land described in a Deed dated 12-30-1963 from Edward Krahn Sr., et ux to Edward Krahn, Jr. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File No. B617062, Film Code No. 002-27-0405 to a found 3/4" pinch top pipe for angle point;

THENCE S 02° 18' 54" E - 344.15', with the west line of a 12.6 acre tract described in a Deed dated 05-05-1987 from Emmett Wayne Krahn to Sharon Anne Krahn filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File No. L106462, Film Code No. 179-24-1188 to a found 3/4" iron pipe for corner;

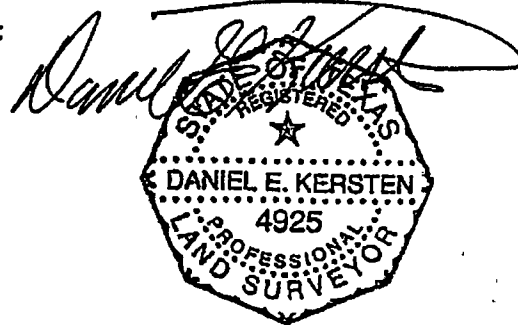
THENCE N 89° 57' 31" E - 1,586.86', with the south line of said 12.6 acre tract to a found 1/2" iron rod for corner;

THENCE S 00° 00' 31" E - 910.95' with the west right-of-way line of the aforementioned Grant Road to a found 1" iron pipe for angle point;

THENCE S 64° 29' 10" E - 220.23', continuing with said west right-of-way line to the POINT OF BEGINNING containing 76.4132 acres (3,328,561 square feet) of land more or less.

Compiled from survey by:

Prejean & Company, Inc.
surveying/mapping
10-08-1993
250-1-2.m)
revised 12-16-98



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number _____
Sequence on the date and at the time stamped herein by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

JAN 21 2000



George B. Johnson
COUNTY CLERK
HARRIS COUNTY TEXAS

Butler & Hailey
5718 Westheimer Suite 1600
Houston Tx. 77057

U199359

530-40-3405

01/28/00 101244352 U199359 \$45.00

Notice

U249630

NOTICE OF DEDICATORY INSTRUMENTS
FOR

530-90-1685

ROCK CREEK COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS § 02/29/00 300375086 U249630 \$45.00
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Rock Creek Community Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code ("the Association"), hereby certifies as follows:

- 1. Subdivision: The Subdivision to which the Notice applies is described as follows:

All of the land within Rock Creek, a subdivision in Harris County, Texas as described in the Declaration of Covenants, Conditions and Restrictions for Rock Creek and any supplements and amendments thereto. *ll*

- 2. Restrictive Covenants. The description of the document(s) imposing restrictive covenants on the Subdivision, the amendment(s) to such document(s), and the recording information for such document(s) are as follows:

45 D

a. Document: Declaration of Covenants, Conditions and Restrictions for Rock Creek.

b. Recording Information: Harris County Clerk's File No. U187543.

45 K

- 3. Other Previously Recorded Dedicatory Instruments. In addition to the Restrictive Covenants identified in paragraph 2, above, the following are Dedicatory Instruments which were previously recorded in the Real Property Records of Harris County, Texas:

a. Documents: Architectural Guidelines for Rock Creek and Builder Guidelines for Rock Creek.

b. Recording Information: Harris County Clerk's File No. U192989.

- 4. Additional Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2, above, and the other previously recorded Dedicatory Instruments identified in Paragraph 3, above, the following documents are Dedicatory Instruments governing the Association:

a. Articles of Incorporation

b. ByLaws

530-40-3406

530-90-1686

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

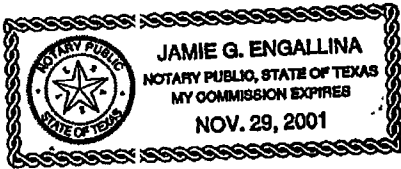
Rick S. Butler

Rick S. Butler, Attorney and
Authorized Representative
of Rock Creek Community Association, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, Authorized Representative, of Rock Creek Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 28th day of January, 2000, to certify which witness my hand and official seal.



Jamie G. Engallina
Notary Public in and for the State of Texas

~~Return to:
Butler & Hailey, P.C.
5718 Westheimer, Suite 1600
Houston, Texas 77057~~

**BUTLER & HAILEY, P.C.
1616 S. VASS RD., SUITE 500
HOUSTON, TEXAS 77067**

BYLAWS OF
ROCK CREEK COMMUNITY ASSOCIATION, INC.
a Non-Profit Corporation

Rock Creek Community Association, Inc. (the "Association"), is the association referred in the Declaration of Covenants, Conditions and Restrictions for Rock Creek, filed or to be filed in the Official Public Records of Real Property of Harris County, Texas ("the Declaration"). Terms used in these Bylaws shall have the same meanings given to them in the Declaration, unless otherwise specifically provided herein. In the event of any conflict between the terms and provisions of these Bylaws and the Declaration, the Declaration shall control.

ARTICLE I

OFFICES

Section One. Principal Office. The principal office of the Association in the State of Texas shall be located at 7600 West Tidwell, Suite 806, in the City of Houston, County of Harris, 77040.

Section Two. Other Offices. The Association may have such other offices, either within or without the County of Harris, State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

ARTICLE II

MEMBERS, MEETINGS AND VOTING RIGHTS

Section One. Members. Each owner of a Lot in Rock Creek, Section One (1), and any other subdivisions hereafter annexed to the Declaration and subjected to the jurisdiction of the Association, shall be a Member in the Association and such membership shall terminate automatically when such ownership ceases. Upon the transfer of ownership of a Lot, the new owner thereof shall, concurrently with such transfer, become a Member in the Association. No Member shall have any right or interest in the assets of the Association, including, without limitation, any right to distribution of assets in the event of the liquidation, dissolution or winding up of the Association, whether voluntary or involuntary.

Section Two. Member in Good Standing. "Member in Good Standing" shall mean and refer to Declarant and (a) a Class A Member who is not delinquent in the payment of any assessment levied by the Association against his Lot, or any interest, late charges, costs, or reasonable attorney's fees added to such assessment under the provisions of the Declaration or as provided by law, (b) a Class A Member who does not have any condition of his Lot which violates any provision of the Declaration which has progressed to the stage of a certified demand for compliance by the Association, or beyond, and which remains unresolved as of the date of determination of the owner's standing, and (c) a Class A Member who has not failed to comply with all terms of a judgment obtained against him by the Association, including the payment of all sums due to the Association by virtue of such judgment. A Member who is not in good

530-40-3408

530-90-1688

standing is not entitled to vote at any meeting of the Members of the Association. No formal action by the Board of Directors to suspend the voting rights of a Member who is not in good standing is required.

Section Three. Voting Rights. Subject to the foregoing limitations, each Member other than Declarant shall be a Class A Member entitled to one vote per Lot owned on each matter submitted to a vote of the Members. Declarant shall be a Class B Member having five (5) votes for each Lot owned. No owner shall be entitled to vote at any meeting of the Association until such owner has presented evidence of ownership of a Lot in the subdivision to the Secretary of the Association. In the event that ownership interests in a Lot are owned by more than one Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each Lot. Such Members shall appoint one of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Member of the Association, and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, then the Member exercising the vote for the Lot shall be deemed to be designated to vote on behalf of the Members having an ownership interest in the Lot. All Members of the Association may attend meetings of the Association and all Members may exercise their vote at such meetings either in person or proxy. Fractional votes and split votes will not be permitted. The decision of the Board of Directors as to the number of votes which any number is entitled to cast, based upon the number of Lots owned by him, shall be final.

Class B membership in the Association shall cease and be converted to Class A membership when Declarant voluntarily agrees in writing to convert its Class B membership to Class A membership or on the fifteenth (15th) anniversary date of the date of recording the Declaration, which ever occurs earlier.

Section Four. Annual Meetings. After the election of the First Elected Board, as provided in Article III, Section 2, of these ByLaws, an annual meeting of the Members shall be held at the principal office of the Association or at such other place as may be designated in writing by the Board in the month of May of each year on the day and at the hour specified in the notice, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

Section Five. Special Meetings. Special meetings of the Members may be called at any time by the President, a majority of the Board of Directors, or Members in Good Standing representing not less than one-tenth (1/10) of the total votes in the Association.

Section Six. Place of Meeting. The Board of Directors may designate any place within the State of Texas as the place of meeting for any annual meeting or for any special meeting

called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Association; but if all of the Members in Good Standing shall meet at any time and place, within the State of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section Seven. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of Members shall be delivered either personally, by mail, or by facsimile to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary. Notice by mail may include a printed notice in the Association's newsletter so long as copies of the newsletter are mailed to all Members within the time period specified herein. The purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. For the purpose of determining Members entitled to notice of a meeting, the membership of the Association shall be determined at the close of business on the date that is seven (7) days prior to the date the notice of meeting is first given.

Section Eight. Unanimous Consent. Any action required by law to be taken at a meeting of the Members, or any action that may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

Section Nine. Quorum. The Members in Good Standing holding twenty percent (20%) of the total number of votes in the Association shall constitute a quorum at any meeting of Members. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn and reconvene the meeting from time to time without further notice, until a quorum shall be present or represented. At such reconvened meetings, at which a quorum shall be present or represented by proxy, any business may be transacted as was set out in the notification of the original meeting.

Section Ten: Proxies. At any meeting of Members, a Member in Good Standing may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Proxies shall be filed with the Secretary of the Association at or before the appointed time of each meeting of the Association. All proxies shall be revocable unless expressly provided therein, and shall automatically terminate upon conveyance by the owner of his Lot.

Section Eleven. Majority Vote. Except as otherwise provided by law, in the Declaration or in these Bylaws, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon the approval of a majority of the votes entitled to be cast by the Members in Good Standing present, or represented by proxy, at a meeting at which a quorum is present.

Section Twelve. Cumulative Voting: At all meetings of the Association, cumulative voting shall not be permitted.

Section Thirteen. Record Date. The record date for determining the Members entitled to vote at a Members' meeting shall be the close of business on the day preceding the date of the meeting.

ARTICLE III BOARD OF DIRECTORS

Section One. Number, Qualification and Nomination. The Board of Directors shall initially consist of three (3) persons. Until the First Meeting of the Members, none of the Directors need be Members of the Association. Thereafter, a Director must be a Member of the Association or the representative of a corporation or other entity which is a Member of the Association. At the First Meeting of the Members of the Association, the Board of Directors shall be increased to five (5) persons. Nominations for election to the First Elected Board shall be made by the Appointed Board. Nominations may also be made from the floor at the annual meeting of Members of the Association. Thereafter, nominations for election to the Board of Directors shall be made by a nominating committee, if such a committee is appointed by the Board, and from the floor at the annual meeting of the Members of the Association. Commencing with the First Elected Board, each Director must be a Member in Good Standing.

Section Two. Appointment/Election. The Declarant identified in the Declaration shall appoint, dismiss and reappoint all of the members of the Board of Directors until the first meeting of the Members of the Association is held in accordance with the provisions of this section and a Board of Directors is elected. Any Board of Directors appointed by Declarant ("the Appointed Board") may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association. The First Meeting of the Members of the Association shall be held when called by the Appointed Board upon no less than ten (10) and no more than fifty (50) days prior written notice to the Members. Such written notice may be given at any time but must be given not later than thirty (30) days of the date that Class B membership in the Association ceases to exist. The "First Elected Board" shall be elected at the First Meeting of the Members of the Association. Two (2) Directors shall be elected for a term of three (3) years each, two (2) Directors shall be elected for a term of two (2) years each, and one (1) Director for a term of one (1) year. Thereafter, at the annual meeting of the Members, the Members shall elect the number of Directors necessary to fill the positions of the Directors whose terms have expired at the time of the annual meeting, each to serve a term of three (3) years. Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these ByLaws. The nominees receiving the highest number of votes shall be elected. All votes shall be cast by written ballot.

Section Three. Removal and Vacancies. Except for a member of an Appointed Board who may be removed at the discretion of the Declarant, any Director may be removed from the Board with or without cause, by the affirmative vote of Members representing two-thirds (2/3)

of the votes in the Association entitled to be cast at a special meeting called for such purpose or at an annual meeting. In such event, a successor for such removed Director shall be elected by a vote of the Association. If a Director ceases to be a Member in Good Standing, his position on the Board shall cease upon the expiration of thirty (30) days from the date of written notice thereof by the Association, unless within such thirty (30) day period the Director shall be reinstated as a Member in Good Standing. Vacancies in the Board of Directors caused by reasons other than removal shall be filled by the remaining Directors. A Director elected or appointed to fill a vacancy created on the Board shall serve for the unexpired term of his predecessor. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting called for such purpose. The Directors elected to fill such newly created positions shall serve for the term that would bring about the distribution of Directors as described in Section Two of this Article III.

Section Four. Meetings. A regular or special meeting of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call meetings of the Board may fix any place, within the State, as the place for holding any meeting of the Board.

Section Six. Notice. Notice of any special meeting of the Board of Directors shall be given at least three (3) and not more than thirty (30) days previous thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting before or after the meeting by signed, written waiver. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting must be specified in the notice or waiver of notice of any special meeting.

Section Seven. Quorum: Manner of Acting. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The acts approved by a majority of those present at a duly called meeting at which a quorum was present shall constitute the acts of the Board, unless the act of a greater number is required by law or by these ByLaws. The Directors may vote at any meeting of Directors by proxy executed in writing.

Section Eight. Compensation. Directors shall not receive any compensation for their services, but shall be reimbursed for reasonable expenses incurred while serving in such capacity.

530-40-3412

530-90-1692

Section Nine. Indemnification. The Association shall indemnify a Director who was, is or is threatened to be named as a defendant or respondent in a proceeding to the extent indemnification is consistent with Section 2.22A of the Texas Non-Profit Corporation Act, as such section now exist or may hereafter be amended.

Section Ten. Unanimous Consent by Directors. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any actions so approved shall have the same effect as though taken at a meeting of the Directors.

Section Eleven. Powers and Duties. All of the powers, authority and duties of the Association existing under the Texas Non-Profit Corporation Act, Chapter 204 of the Texas Property Code, the Declaration and these ByLaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Members when such is specifically required by law, the Declaration or these ByLaws.

Section Twelve. Order of Business. At meetings of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine. At each meeting of the Board of Directors, a Chairman shall be chosen by the Board from among the Directors present to preside over the meeting. The Secretary of the Association shall act as Secretary of the meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section Thirteen. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE IV

OFFICERS

Section One. Officers. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. The functions of the Treasurer, Secretary and Assistant Treasurers and Assistant Secretaries, if any, may be delegated to any authorized agent or agents of the Association by the vote of the Board of Directors.

Section Two. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors immediately following, or as soon as is practical after, the adjournment of the annual meeting of the Members of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold the office until his successor shall have been duly elected and shall have been qualified.

Section Three. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officers so removed.

Section Four. Vacancies. A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section Five. President. The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these ByLaws or by statute to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section Six. Vice-President. In the absence of the President or in the event of his inability or refusal to act, the Vice-President(s) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions on the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If more than one Vice-President is elected, the Board of Directors shall designate who is First Vice-President, who is the Second Vice-President, etc. The authority to act for the President shall vest to the Vice-Presidents in the order of their numerical designation by the Board of Directors, or, if none, by the chronological order of their election as Vice-Presidents.

Section Seven. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and, in general, perform all the duties from time to time as may be assigned to him by the President or by the Board of Directors.

Section Eight. Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these ByLaws or as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provision of these ByLaws; keep a register of the address of each Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section Nine. Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or by the Board of Directors.

Section Ten. Compensation. Officers of the Association shall not receive any compensation for their services but shall be reimbursed for reasonable expenses incurred while serving in such capacities. This provision shall not preclude the Board from employing a Director or officer as an employee of the Association nor preclude the Board from contracting with a Director or officer for the management of the subdivision.

ARTICLE V

COMMITTEES

In addition to the committees provided for in the Declaration and these ByLaws, the Board of Directors may designate one or more committees, each of which shall consist of two or more Members, which committees, to the extent provided in said resolution, shall have and exercise the authority delegated to it by the Board of Directors of the Association; but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director, of any responsibility imposed on it or him by law.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section One. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these ByLaws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances.

Section Two. Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

530-40-3415

530-90-1695

In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or any Assistant Treasurer and countersigned by the President or a Vice-President of the Association.

Section Three. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may elect.

Section Four. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association.

ARTICLE VII

MISCELLANEOUS

Section One. Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by and at the expense of any Member, or his agent or attorney, at a reasonable time upon the submission of a written request stating a proper purpose of the request. Only the books and records relevant to the stated purpose of the request need be made available for inspection.

Section Two. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December each year.

Section Three. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Articles of Incorporation or the ByLaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII

AMENDMENTS

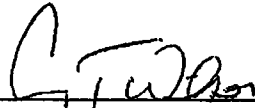
Section One. Power of Directors to Amend ByLaws. Prior to the election date of the First Elected Board, the ByLaws of this Association may be amended, repealed or added to, or new ByLaws may be adopted, by the vote or written consent of a majority of the members of the Board of Directors.

Section Two. Power of Members to Amend ByLaws. After the election date of the First Elected Board, the ByLaws of this Association may be amended, repealed or added to, or new ByLaws may be adopted, by the vote or written consent of a majority of the Members in Good Standing present at a meeting duly called for that purpose at which a quorum is present.

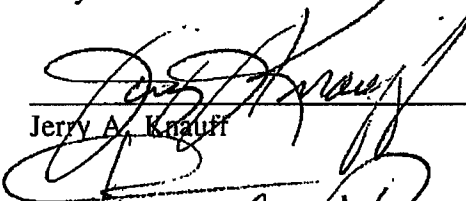
530-40-3416

IN WITNESS WHEREOF, we, being all of the members of the Board of Directors of ROCK CREEK COMMUNITY ASSOCIATION, INC. specified in the Articles of Incorporation, have hereunto set our hands this 12th of August, 1999.

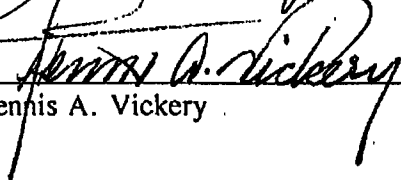
530-90-1696



Cary T. Wilson



Jerry A. Knautff



Dennis A. Vickery

530-40-3417

FILED
In the Office of the
Secretary of State of Texas
AUG 03 1999
Corporations Section

530-90-1697

ARTICLES OF INCORPORATION
OF
ROCK CREEK COMMUNITY ASSOCIATION, INC.

The undersigned natural person of the age of eighteen (18) years or more, and a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation (hereinafter called the "Association"):

ARTICLE I

Corporate Name

The Association shall be known as Rock Creek Community Association, Inc. and by and under such name it shall conduct and transact all of its business.

ARTICLE II

Corporate Address and Agent

The street address of the Association's initial registered office is 7600 West Tidwell, Suite 806, Houston, Texas 77040, and the name of its initial registered agent at such address is Fred Caldwell.

ARTICLE III

Corporate Status

The Association is a non-profit corporation.

ARTICLE IV

Purpose and Powers of the Association

The Association is formed for the purposes of providing for the maintenance and preservation of properties within Rock Creek, Section One (1), a residential subdivision located in Harris County, Texas, and such other properties that may be annexed thereto and subjected to the jurisdiction of the Association, and promoting the health, and welfare of the lot owners within such subdivision and for these purposes:

- (a) enter into contracts for the purpose of providing services for the benefit, use, or enjoyment to owners in general, including but not by way of limitation, landscaping improvements and maintenance;

- (b) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in any contract;
- (c) fix, levy, collect and enforce payment by any lawful means, all charges or assessments payable to the Association pursuant to any restrictive covenants set forth in any deed to any portion of the property, and/or any recorded declaration of covenants, conditions and restrictions affecting or enforceable against the property, or any portion thereof;
- (d) pay all office and other expenses incident to the conduct of the business of the Association, including management fees, if any, and all taxes or governmental charges levied against or imposed upon the property of the Association;
- (e) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (f) borrow money and mortgage, pledge, deed in trust or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;
- (g) dedicate, sell or transfer all or any part of the parks, common areas and facilities owned by the Association, if any, to any public agency, authority, utility, person or entity, for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no conveyance of any parks, common areas or facilities other than the granting of utility easement shall be permitted except to a public entity established for similar purposes as the Association or which shall be dedicated to the preservation of community purposes and interest and which is capable of maintaining and agreeing to maintain the same;
- (h) participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

- (i) establish and enforce rules and regulations governing the use, operation, maintenance, control, and disposition of property to which the Association holds title or to which control is vested in the Association, if any; and
- (j) exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act or any other laws of the State of Texas may now or hereafter have or exercise.

ARTICLE V

Membership

The Members of the Association shall be the record owner, whether one or more persons or entities, of a fee simple title to any lot located in Rock Creek, Section One (1), a residential subdivision in Harris County, Texas, [and any lot in any other residential subdivision hereafter annexed to Rock Creek, Section One (1)] including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The rights of Members are subject to (a) the payment of any assessments as set forth in the Declaration of Covenants, Conditions and Restrictions for Rock Creek, Section One (1), (hereinafter referred to as the "Declaration"), and (b) compliance with the provisions of the Declaration, which Declaration is, or will hereafter be, filed of record in the Official Public Records of Real Property of Harris County, Texas. The voting and other membership rights of any Member may be suspended by action of the Board of Directors during any period when such Member shall have failed to pay any assessment then due and payable; but, upon payment of such assessment, his rights and privileges shall be automatically restored. In addition, the voting or other membership rights and privileges shall be automatically restored. In addition, the voting or other membership rights of any member may be suspended by action of the Board of Directors for a period not to exceed sixty (60) days, if any Member, any member of his family, his tenants, or the guests of any thereof shall violate the provisions of the Declaration.

Unless otherwise provided in the Declaration, the Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant and each shall be entitled to one (1) vote for each lot owned in the subdivision. When more than one person holds an interest in any lot, all such persons shall be Members. The vote of such

530-40-3420

530-90-1700

lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) lot.

Class B. Class B Members shall be the Declarant, as such term is defined in the Declaration, who shall be entitled to five (5) votes for each lot owned in the subdivision. Class B membership shall cease and be converted to Class A membership on the happening of either of the following two (2) events, whichever occurs earlier;

- (A) When Declarant voluntarily agrees in writing to convert its Class B membership to Class A membership; or
- (B) The fifteenth anniversary date of the recording of the Declaration.

ARTICLE VI

Board of Directors

The affairs of the Association shall be managed by a Board of Directors composed of such number of persons and for such terms as may be fixed by the Bylaws of the Association. The Directors shall continue to serve until their successors are selected and qualified in the manner provided in the Bylaws of the Association. The names and addresses of the persons who are to serve as the initial Directors and constitute the initial Board of Directors of the Association until such time as their successors have been qualified to serve are:

<u>NAME</u>	<u>ADDRESS</u>
Cary T. Wilson	7600 West Tidwell, Suite 806 Houston, Texas 77040
Jerry A. Knauff	7600 West Tidwell, Suite 806 Houston, Texas 77040
Dennis A. Vickery	7600 West Tidwell, Suite 806 Houston, Texas 77040

ARTICLE VII

Amendments

Amendment of these Articles shall require the affirmative vote of not less than two-thirds (2/3) of the Members of each class of membership who are entitled to vote and who are present, in person or by proxy, at a meeting at which a quorum is present.

ARTICLE VIII

Duration

The Association shall exist perpetually.

ARTICLE IX

Dissolution

The Association may be dissolved upon the affirmative vote of Declarant, so long as Declarant holds Class B membership in the Association, and not less than seventy-five percent (75%) of the Members other than Declarant. Once Class B membership ceases to exist, the Association may be dissolved upon the affirmative vote of not less than seventy-five percent (75%) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, if any, shall be granted, conveyed and assigned to any non-profit corporations, associations or other organizations deemed by the Board of Directors of the Association to be appropriate, to be devoted to similar purposes.

ARTICLE X

The Association may enter into contracts or transact business with one or more of its Directors or officers, or with any firm of which one or more of its Directors or officers are members or employees, or in which they are otherwise interested, or with any corporation or association on which any of its directors or officers are stockholders, Directors, officers, members, employees or otherwise interested; and no contract or other transaction between the Association and any firm of which one or more of its Directors, officers, or employees are otherwise interested, shall be void or voidable or otherwise affected by reason of such Directorship or office of the Association or such interest in such other firm, corporation or association, notwithstanding that such other Director or Directors, having such interest are present and counted in determining the existence of a quorum at the meeting of the Board of Directors of the corporation which acts upon or in reference to such contract or transaction, and notwithstanding that the vote of such Director or Directors having such interest shall have been necessary to authorize, approve, ratify, or otherwise obligate the Association upon such contract or transaction, provided, that the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall authorize, approve or ratify such contract or transaction by vote of a majority of the Directors present, such interested Director or Directors

to be counted in determining whether a quorum is present, but not to be counted in calculating the majority necessary to carry such vote. Nor shall any Director or officer be liable to account to this Association for any profits realized by or from or through any such transaction or contract of the Association for any profits realized by or from or through any such transaction or contract of the Association by reason of such Directorship, office or interest. Nothing herein contained shall create liability in the events described or present the authorization, approval or ratification of such contracts or transactions in any other manner permitted by law. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE XI

The Association shall indemnify any and all persons who may serve or who have served at any time as Directors or officers against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit, or proceeding in which they, or any of them, are made parties or a party, or which may be asserted against them or any of them, by reason of being or having been Directors or officers or a Director or officer of the Association.

Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, bylaws, agreement, or otherwise.

The Association may purchase and maintain insurance on behalf of any person who holds or who has held any position of office or Director as specified above, against any liability incurred by him in any such position, or arising out of his status as such.

ARTICLE XII

Incorporator

The name and street address of the incorporator is:

<u>Name</u>	<u>Address</u>
Rick S. Butler	5718 Westheimer, Suite 1600 Houston, Texas 77057

530-40-3423

530-90-1703

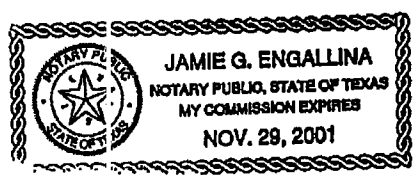
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, I, the undersigned, constituting the incorporator of this corporation, have executed these Articles of Incorporation on this the 30th day of July, 1999.

Rick S. Butler
Rick S. Butler

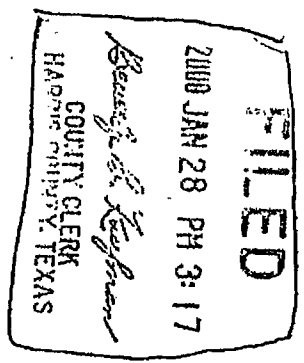
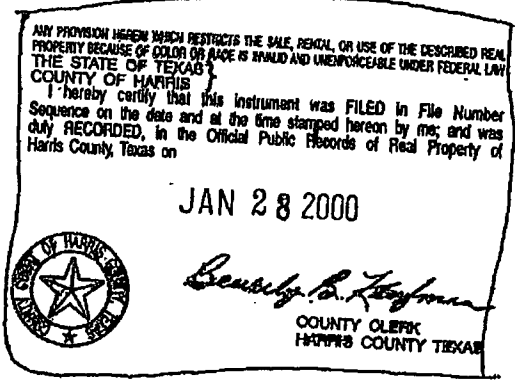
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, the undersigned authority, a Notary Public in and for the State of Texas, do hereby certify that on the 30th day of July, 1999, personally appeared RICK S. BUTLER, who being by me first duly sworn, declared that he is the person who signed the foregoing Articles of Incorporation as incorporator and that the statements set forth in the Articles of Incorporation are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year when written.



Jamie G. Engallina
NOTARY PUBLIC STATE OF TEXAS



Doc#57850

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

Page -7-

Title Data AF TL116963 HA U249630.019

530-98-1704

FILED

2000 FEB 29 PM 2:46

Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS, COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stipulated hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on:

FEB 29 2000



Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

2000 FEB 29

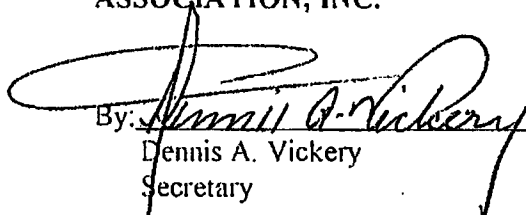
Title Data AF TDI16963 HA U249630.020

the Lot shall pay to the Association a sum equal to one and one-half (1 1/2) times the annual assessment in effect as of the date of closing on the sale of such lot (such sum being referred to herein as the "Reserve Assessment"). The Reserve Assessment shall be due and payable on or before ten (10) days after the date the deed conveying the Lot to the purchaser is recorded or, if a contract for deed or similar instrument, the date the contract for deed is executed. Payment of the Reserve Assessment shall be in default if the Reserve Assessment is not paid on or before the due date for such payment. Reserve Assessments in default shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. All Reserve Assessments collected by the Association shall maintained by the Association for capital improvements and/or the repair or refurbishment of the Common Areas; provided that, if deemed necessary or appropriate, in the sole discretion of the Board of Directors, not more than one-half (1/2) of the Reserve Assessment collected by the Association on each Lot may be transferred to the Maintenance Fund and used by the Association for the administration, management and operation of the Subdivision. No Reserve Assessment paid by an Owner shall be refunded to the Owner by the Association. The Association may enforce payment of the Reserve Assessment in the same manner which the Association may enforce payment of annual and special assessments pursuant to this Article V.

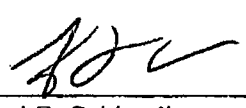
Except as amended herein, all provisions in the Declaration remain in full force and effect.

Executed on the date(s) set forth below to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas .

ROCK CREEK COMMUNITY ASSOCIATION, INC.

By: 
Dennis A. Vickery
Secretary

R Creek L.P., a Texas limited partnership,
Declarant
By: Caldwell Watson Management
Company, L.L.C., its General Partner

By: 
Fred F. Caldwell,
Authorized Representative

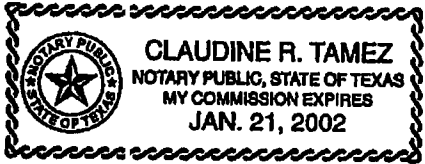
(35)
10

zm

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Dennis A. Vickery, Secretary of Rock Creek Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 4th day of April, 2000, to certify which witness my hand and official seal.

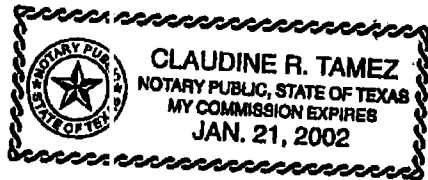


Claudine R. Tamez
Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Fred F. Caldwell, authorized representative of Caldwell Watson Management Company, known to me to be the person, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 4th day of April, 2000, to certify which witness my hand and official seal.



Claudine R. Tamez
Notary Public - State of Texas

ret

Att. at Law
Butler & Hailay
Houston Tx. 77057
1616 South Voss Suite 500

531-92-0437

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas.

APR 25 2000



Beverly A. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

Beverly A. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

2000 APR 25 PM 3:21

FILED