

*Amend*

U350986

531-92-0434

FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
ROCK CREEK

04/25/00 300393960 U350986

\$13.00

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

WHEREAS, R Creek L.P., as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Rock Creek" ("the Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on January 21, 2000, under Clerk's File No. U187543, which Declaration imposed various covenants, conditions and restrictions upon the following real property, to-wit:

All of Rock Creek, Section (1), a subdivision in Harris County Texas *pel*  
according to the map or plat thereof recorded under File No. U187543 of the  
Map Records of Harris County, Texas

and

*B*  
*9*

WHEREAS, Article VIII, Section 8.1, of the Declaration provides that its provisions may be amended by an instrument in writing signed by the Secretary of Rock Creek Community Association, Inc. ("the Association") certifying that owners representing not less than two-thirds ( $\frac{2}{3}$ ) of the lots in the subdivision have voted in writing in favor of such amendment; and

WHEREAS, Article VIII, Section 8.1, of the Declaration further provides that as long as there is Class B membership in the Association, an amendment to the Declaration must also be approved in writing by Declarant; and

WHEREAS, Declarant owns not less than two-thirds ( $\frac{2}{3}$ ) of the lots in the subdivision, Class B membership in the Association still exists, and Declarant desires to amend the Declaration in the manner set forth below;

NOW, THEREFORE, the following amendments to the Declaration are approved in writing by Declarant, as evidenced by its execution of this document, both as the owner of not less than two-thirds ( $\frac{2}{3}$ ) of the lots in Rock Creek, Section One (1) and as Declarant, and the Secretary of the Association, for the purpose of certifying that Declarant is the owner of not less than two-thirds ( $\frac{2}{3}$ ) of the Lots in Rock Creek, Section One (1);

1. Article V, Section 5.8, of the Declaration is hereby amended to read as follows:

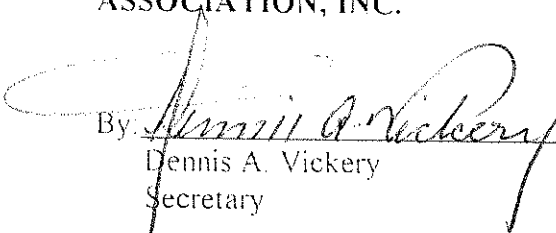
**SECTION 5.8. RESERVE ASSESSMENT.** Upon the first sale of a Lot subsequent to the completion of a Residential Dwelling thereon, the purchaser of

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 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

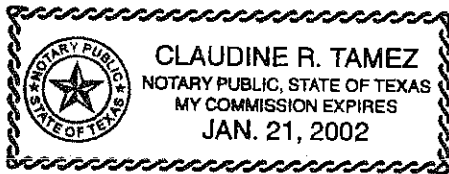
R Creek L.P., a Texas limited partnership,  
Declarant  
By: Caldwell Watson Management  
Company, L.L.C., its General Partner

By:   
Fred F. Caldwell,  
Authorized Representative

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 4<sup>th</sup> day of April, 2000, to certify which witness my hand and official seal.

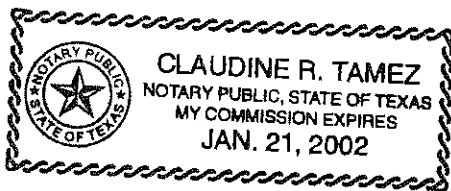


*Claudine R. Tamez*  
Notary Public – State of Texas

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 14<sup>th</sup> day of April, 2000, to certify which witness my hand and official seal.



*Claudine R. Tamez*  
Notary Public – State of Texas

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