

TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROCK CREEK

LEZ

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 according to the map or plat thereof recorded under Film Code No. 435082 of the Map Records of Harris County, Texas

and

WHEREAS, the Declaration was previously amended by that certain instrument entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions for Rock Creek" recorded in the Official Public Records of Real Property of Harris County, Texas on April 25, 2000 under Clerk's File No. U350986; and

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 (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, the undersigned own not less than two-thirds (²/₃) of the lots in the subdivision and Class B membership in the Association still exists; and

NOW, THEREFORE, the following amendments to the Declaration are approved in writing by the undersigned lot owners and Declarant, as evidenced by its execution of this document, both as the owner of the lots in Rock Creek, Section One (1) and as Declarant, and the Secretary of the Association, for the purpose of certifying that the undersigned lot owners

and Declarant are, collectively, the owners of not less than two-thirds ($\frac{2}{3}$) of the lots in Rock Creek, Section One (1);

1. The definition of "Builder" set forth in Article I, paragraph G, of the Declaration is hereby amended to read as follows:

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 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.

2. The definition of "Improvement" set forth in Article I, paragraph N, of the Declaration is hereby amended to read as follows:

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. Provided that, the term expressly excludes any in-ground swimming pool and any pool waterfall which may, subject to Architectural Review Committee approval, be located nearer to the real property line than the applicable rear setback, and which do not encroach upon any easement.

3. Article II, Section 2.1(P), of the Declaration is hereby amended to read as follows:

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 not permitted to construct docks which extend into the Lake Area; however, Declarant and/the Association shall each have the right, but not the obligation, to construct one or more docks which extend into the Lake Area for the use and enjoyment of Members in Good Standing.

4. Article II, Section 2.4(a), of the Declaration is hereby amended to read as follows:

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 Eight Hundred (3,800) square feet. Provided that, the minimum allowable area of interior living space in a one and one-half (1½), two (2) or two and one-half (2½) 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 (1½), two (2) or two and one-half (2½) 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.

5. Article II, Section 2.4(B), of the Declaration is hereby amended to read as follows:

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 the Section or any other Section of the Declaration, the Residential Dwelling on Lot Four (4), Block One (1), shall not exceed a height of thirty (30) feet above finished grade.

6. Article II, Section 2.5(B), of the Declaration is hereby amended to read as follows:

B. OTHER FENCES. Except as otherwise provided in this paragraph, 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 six (6) feet, six (6) inches in height and constructed in accordance with the following specifications:

- a. Four inch (4") by four inch (4") by eight foot (8') treated pine posts which are seven feet (7') on center;
- b. Two inch (2") by four inch (4") by fourteen foot (14') treated pine top rail;
- c. Two (2) two inch (2") by four inch (4") by seven foot (7') treated pine rails;
- d. Six inch (6") by fourteen foot (14') treated pine kick (deck) board;
- e. One inch (1") by six inch (6") by six foot (6') number two (2) or better D. E. cedar picket.

Each fence along a perimeter of the Subdivision shall be a solid wood fence which is eight (8) feet, six (6) inches in height and constructed in accordance with the following specifications:

- a. Four inch (4") by four inch (4") by ten foot (10') treated pine posts which are seven feet (7') on center;
- b. Two inch (2") by four inch (4") by fourteen foot (14') treated pine top rail;
- c. Two (2) two inch (2") by four inch (4") by seven foot (7') treated pine rails;
- d. Six inch (6") by fourteen foot (14') treated pine kick (deck) board;
- e. One inch (1") by six inch (6") by eight foot (8') number two (2) or better D. E. cedar picket.

All wood fences must be stained with "Baker's Gray Away Wood Seal," "Fence Blend" color specification as furnished by Wood Savers of Texas, or an equal or better stain product approved in writing by the Architectural Review Committee prior to application. Notwithstanding the foregoing, no wood fence that is adjacent or perpendicular to the walls erected by Declarant on the Lots identified in paragraph D of this Section 2.5 shall be taller than the top of the wall at the corner columns. Further, no fence shall be constructed on the dirt berm adjacent or parallel to Grant Road. 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 Dwelling 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.

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

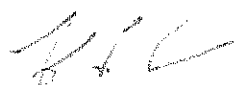
Executed on the date(s) set forth below to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas .

Rock Creek Community Association, Inc.

By: 
Dennis A. Vickery
Secretary

(5)
406

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

Frontier Homebuilders, Inc.

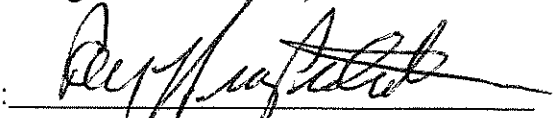
By: 
Wayne Bopp, President

535-72-2464

Stoneleigh Custom Homes, Inc.

64

By:



Roy L. Gray, President

FILED

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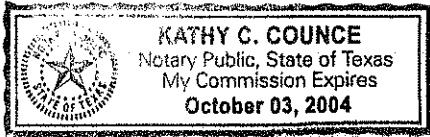
Bowling to Keeferson

COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
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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 8th day of November, 2000, to certify which witness my hand and official seal.

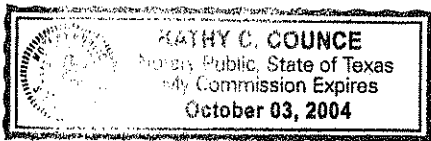


Kathy C. Counce
Notary Public – State of Texas

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Fred F. Caldwell, authorized representative 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 purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 8th day of November, 2000, to certify which witness my hand and official seal.



Kathy C. Counce
Notary Public – State of Texas

THE STATE OF TEXAS §
§
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BEFORE ME, the undersigned notary public, on this day personally appeared Wayne Bopp, President of Frontier Homebuilders, 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 8th day of November, 2000, to certify which witness my hand and official seal.



Kathy Counce
Notary Public - State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Roy L. Gray, President of Stoneleigh Custom Homes, 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 8th day of November, 2000, to certify which witness my hand and official seal.



Kathy C. Counce
Notary Public - State of Texas

Return To
Butler & Hailey, P.C.
1616 South Voss Road, Suite 500
Houston, Texas 77057

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 FHO 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 on

NOV 10 2000



Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS