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\$17.00

amended

ANNEXATION
OF
ROCK CREEK, SECTION TWO (2)

ll

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 imposes various covenants, conditions, restrictions upon the following real property:

All of Rock Creek, Section One (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

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and

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

WHEREAS, the Declaration was further amended by instrument entitled "Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Rock Creek" and recorded in the Official Public Records of Real Property of Harris County, Texas on November 10, 2000 under Clerk's File No. U728355; and

WHEREAS, the Declaration, as amended, provides that Additional Land may be annexed and subjected to the provisions of the Declaration by Declarant, without the consent of the lot owners, within twenty (20) years of the date that the Declaration is recorded by filing for record an annexation instrument in the Official Public Records of Harris County, Texas; and

WHEREAS, Declarant desires to annex the following Additional Land ("the Additional Land") and subject the Additional Land to the provisions of the Declaration, as well as the jurisdiction of Rock Creek Community Association, Inc. ("the Association");

All of Rock Creek, Section Two (2), a subdivision in Harris County Texas according to the map or plat thereof recorded under Film Code No. 487088 of the Map Records of Harris, County, Texas

NOW, THEREFORE, R Creek L.P. does hereby annex the Additional Land and subject the Additional Land to all of the covenants, conditions and restrictions set forth in the Declaration and all amendments thereto. All provisions of the Declaration, as amended, shall apply to the Additional Land with the same force and effect as if the Additional Land was originally included in the property subject to the Declaration, including the provisions relating to the payment of annual maintenance charges and assessments to the Association. The Additional Land shall be developed, improved, sold, used and enjoyed in accordance with and subject to the provisions of the Declaration, as previously or hereafter amended; the Builder Guidelines for Rock Creek recorded in the Official Public Records of Harris County, Texas on January 25, 2000 under Clerk's File No. U192989 and amended by instrument recorded on December 8, 2000 under Clerk's File No. U773895; and the Architectural Guidelines for Rock Creek recorded in the Official Public Records of Harris County, Texas on February 8, 2000 under Clerk's File No. U216691 and amended by instruments recorded on August 11, 2000 under Clerk's File No. U561483 and on December 8, 2000 under Clerk's File No. U773896. All provisions of the Declaration, as amended, shall run with the Additional Land and be binding on all parties who may now or hereafter have or claim any right, title or interest in the Additional Land or any part thereof, and on the heirs, executors, administrators, successors and assigns of such parties, regardless of the source of or the manner in which any such right, title or interest is or may be acquired.


However, notwithstanding anything in the Declaration, the Builder Guidelines, or the Architectural Guidelines to the contrary, the following provisions shall be applicable to the Additional Land:

1. The following lots in Rock Creek, Section Two (2), are Lake Lots: Lots One (1) through Four (4), Block One (1), and Lots One (1) through Eight (8), Block Four (4). On each Lake Lot in Rock Creek, Section Two (2), an unadorned, black wrought iron fence is required along each side lot line from the rear property line to the rear of the Residential Dwelling. The cost of the wrought iron fencing erected on the side property line of two (2) adjacent Lake Lots shall be 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. In addition, an unadorned, black wrought iron fence is required along the entirety of the rear property line and connecting to the wrought iron fence along each side lot line. 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. All other provisions in the Declaration, the Builder Guidelines, and the Architectural Guidelines, to the extent not inconsistent with the provisions of this paragraph, shall be applicable to fencing on Lake Lots in Rock Creek, Section Two (2).
2. Detention Pond No. 2 ("Pond No. 2"), being a 7.240 acre tract described in that certain First Superseding Detention Pond Maintenance Agreement by and among Northwest Harris County Municipal Utility District No. 5, R Creek, LP and Rock Creek Community Association, Inc. dated August 1, 2001 and filed in the Official Public Records of Real Property of Harris County under Clerk's File Number V231929, located adjacent to the Rock Creek, Section Two (2), Lake Lots is included as a Lake or Lake Area; however, Pond No.2 shall not be used by residents or their guests for any purpose including, without limitation, swimming and boating.
3. Declarant reserves for itself and the Association an easement upon, across and under a portion of Lot One (1), Block Two (2), Rock Creek, Section Two (2), for the purpose of installing, maintaining, repairing and replacing a 3-phase underground electrical line to provide electricity to the Association's water well and pump station. The easement area

shall be the area that is six (6) feet in width and runs from the most eastern corner of such Lot along the entirety of the northern property line to Winding Springs Drive. By virtue of this easement, it shall be permissible for Declarant and/or the Association to enter upon such Lot for the purposes of installing, maintaining, repairing and/or replacing the 3-phase electrical line.

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

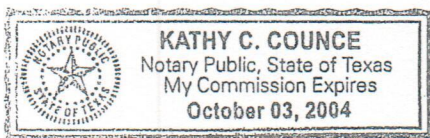
R Creek, L.P., a Texas limited partnership,
By: Caldwell Watson Management Company,
L.L.C., its General Partner

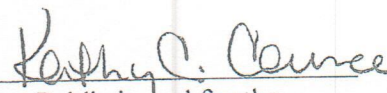
By: 
Fred F. Caldwell, Authorized Agent

STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, a notary public, on this day personally appeared Fred F. Caldwell, authorized agent of R Creek, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 19th day of September, 2001.




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 Annexation of Rock Creek, Section Two (2) ("the Annexation"), or some portion thereof, and defined as the "Additional Land" in said Annexation, as such Mortgagee and Lienholder, does hereby consent to and join in said Annexation, thereby subjecting the Additional Land to the provisions of the Declaration of Covenants, Conditions and Restrictions for Rock Creek ("the Declaration").

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 Annexation and Declaration hereby agreed to.

SIGNED AND ATTESTED by the undersigned officers of Coastal Banc SSB, heretofore authorized, this the 19th day of September, 2001.

Coastal Banc SSB

By:
Title:

Michael J. Peery

Michael J. Peery
Sr. Vice President

FILED
2001 SEP 20 AM 11:50
Beverly B. Keyburn
COUNTY CLERK
HARRIS COUNTY, TEXAS

ATTEST:

James R. Draper
Sr. Vice President

AFTER RECORDING RETURN TO:

KATHY C. COUNCE
CALDWELL WATSON REAL ESTATE GROUP
7600 West Tidwell, Suite 806
Houston, Texas 77040

2001-1-2001

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 on

SEP 20 2001



Beverly B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS