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Annex

AMENDED AND RESTATED ANNEXATION  
OF  
ROCK CREEK, SECTION NINE (9)

1000

X

STATE OF TEXAS §  
COUNTY OF HARRIS §

20060155527  
10/27/2006 RP2 \$88.00

WHEREAS, R Creek, L.P., as Declarant, caused that certain instrument entitled "Annexation of Rock Creek, Section Nine (9)" to be recorded in the Official Public Records of Real Property of Harris County, Texas on August 9, 2005 under Clerk's File No. Y678390, which instrument subjects the following real property to the provisions of the Declaration of Covenants, Conditions and Restrictions for Rock Creek (the "Declaration") recorded in the Official Public Records of Real Property of Harris County, Texas on January 21, 2000 under Clerk's File No. U187543 and the jurisdiction of Rock Creek Community Association, Inc. (the "Association"):

Rock Creek, Section Nine (9), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 585220 of the Map Records of Harris County, Texas;

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and

WHEREAS, the Annexation of Rock Creek, Section Nine (9), was supplemented by that certain instrument entitled "Supplement to Annexation of Rock Creek, Section Nine (9)" recorded in the Official Public Records of Real Property of Harris County, Texas on November 22, 2005 under Clerk's File No. Y917783; and

WHEREAS, Declarant, with the consent of the undersigned Lot Owners, desires to amend and restate the Annexation of Rock Creek, Section Nine (9), and the Supplement to Annexation of Rock Creek, Section Nine (9), in their entirety;

NOW, THEREFORE, Declarant, with the consent and joinder of the undersigned Lot Owners, hereby amends and restates the Annexation of Rock Creek, Section Nine (9), and the Supplement to Annexation of Rock Creek, Section Nine (9), in their entirety and replaces such documents with this document. Further, Declarant hereby annexes all of Rock Creek, Section Nine (9) (the "Additional Land") and subjects the Additional Land to the provisions of the Declaration and the jurisdiction of the Association.

By virtue of this document, the Additional Land is subject 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

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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 Real Property 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 Real Property 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, on December 8, 2000 under Clerk's File No. U773896, and on September 20, 2001 under Clerk's File No. V313659. 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:

A. **PERPETUAL ACCESS EASEMENTS.** A portion of certain Lots in Rock Creek, Section Nine (9), is subject to a perpetual access easement for the benefit of the Owner of an adjacent Lot. The Lots and the area subject to a perpetual access easement are described as follows:

1. Lot 2: A portion of Lot 2, being a strip of land three (3) feet in width and extending along the entirety of the east property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 1.
2. Lot 3: A portion of Lot 3, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 4.
3. Lot 4: A portion of Lot 4, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 5.
4. Lot 5: A portion of Lot 5, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 6.
5. Lot 6: A portion of Lot 6, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 7.

6. Lot 7: A portion of Lot 7, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 8.
7. Lot 9: A portion of Lot 9, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 10.
8. Lot 12: A portion of Lot 12, being a strip of land three (3) feet in width and extending along the entirety of the east property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 11.
9. Lot 13: A portion of Lot 13, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 14.
10. Lot 16: A portion of Lot 16, being a strip of land five (5) feet in width and extending along the entirety of the south property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 17.
11. Lot 18: A portion of Lot 18, being a strip of land three (3) feet in width and extending along the entirety of the north property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 17.
12. Lot 19: A portion of Lot 19, being a strip of land three (3) feet in width and extending along the entirety of the north property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 18.
13. Lot 20: A portion of Lot 20, being a strip of land three (3) feet in width and extending along the entirety of the north property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 19.
14. Lot 21: A portion of Lot 21, being a strip of land three (3) feet in width and extending along the entirety of the north property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 20.
15. Lot 22: A portion of Lot 22, being a strip of land three (3) feet in width and extending along the entirety of the north property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 21.
16. Lot 23: A portion of Lot 23, being a strip of land three (3) feet in width and extending along the entirety of the north property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 24.
17. Lot 24: A portion of Lot 24, being a strip of land three (3) feet in width and extending along the entirety of the north property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 25.

18. Lot 25: A portion of Lot 25, being a strip of land three (3) feet in width and extending along the entirety of the north property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 26.
19. Lot 28: A portion of Lot 28, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 27.
20. Lot 29: A portion of Lot 29, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 28.
21. Lot 31: A portion of Lot 31, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 30.
22. Lot 32: A portion of Lot 32, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 31.
23. Lot 33: A portion of Lot 33, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 32.
24. Lot 34: A portion of Lot 34, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 33.
25. Lot 50: A portion of Lot 50, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 49.
26. Lot 51: A portion of Lot 51, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 50.
28. Lot 53: A portion of Lot 53, being a strip of land five (5) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 52.
29. Lot 54: A portion of Lot 54, being a strip of land three (3) feet in width and extending along the entirety of the north property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 55.
30. Lot 55: A portion of Lot 55, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 56.
31. Lot 56: A portion of Lot 56, being a strip of land three (3) feet in width and

extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 57.

32. Lot 57: A portion of Lot 57, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 58.

33. Lot 58: A portion of Lot 58, being a strip of land three (3) feet in width and extending along the entirety of the west property line, is subject to a perpetual access easement for the benefit of the Owner of Lot 59.

Each easement is for the purpose of planting grass and installing landscaping and fencing thereon, subject to the limitations on fencing set forth in Section E, below; provided that, in no event shall any landscaping that exceeds four (4) feet in height, measured from the ground to be highest point of the shrub, bush or other item, be planted in the easement area. It shall be the responsibility of the Owner of the Lot benefited by the easement to regularly prune or trim the landscaping in the easement area so that no shrub, bush or other item is permitted to grow to a height in excess of four (4) feet. Grading is permitted in each easement area and, subject to the prior written approval of the Architectural Review Committee, drainage inlets and underground piping for drainage purposes may be permitted in an easement area. Except for fencing, as provided in Section E, and approved drainage inlets and/or piping, no permanent structure or Improvement of any type is permitted in any of the designated easement areas. Further, the Owner of the Lot subject to such an easement shall not take any action or do anything with regard to the easement area that obstructs or impairs the rights of the Owner benefited by the easement; provided that, such Owner shall have the right to enter upon the easement area for the purpose of maintaining and repairing the Improvements on such Owner's Lot.

**B. LOCATION OF IMPROVEMENTS.** No Residential Dwelling, garage or Improvement other than landscaping approved in writing by the Architectural Review Committee shall be located nearer to the front property line of a Lot than the setback shown on the Plat for Rock Creek, Section Nine (9). No Residential Dwelling, garage or Improvement other than fencing and/or landscaping approved in writing by the Architectural Review Committee shall be located nearer to the rear property line of a Lot than fifteen (15) feet; provided that, Lot 16 shall not have a rear setback. No Residential Dwelling, garage or Improvement other than fencing and/or landscaping approved in writing by the Architectural Review Committee shall be located nearer to a side property line than the side setbacks set forth below:

1. Lot 1: The side setback on the east property line is five (5) feet; the side setback on the west property line is seven (7) feet.
2. Lot 2: The side setback on the east property line is three (3) feet (i.e., up to

the perpetual access easement); the side setback on the west property line is three (3) feet.

3. Lot 3: The side setback on the east property line is three (3) feet; the side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement).

4. Lot 4: The side setback on the east property line is seven (7) feet; the side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement).

5. Lot 5: The side setback on the east property line is seven (7) feet; the side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement).

6. Lot 6: The side setback on the east property line is seven (7) feet; the side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement).

7. Lot 7: The side setback on the east property line is seven (7) feet; the side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement).

8. Lot 8: The side setback on the east property line is five (5) feet; the side setback on the west property line is ten (10) feet.

9. Lot 9: The side setback on the east property line is ten (10) feet; the side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement).

10. Lot 10: The side setback on the east property line is five (5) feet; the side setback on the west property line is ten (10) feet.

11. Lot 11: The side setback on the east property line is ten (10) feet; the side setback on the west property line is seven (7) feet.

12. Lot 12: The side setback on the east property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the west property line is five (5) feet.

13. Lot 13: The side setback on the east property line is ten (10) feet; the side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement).

14. Lot 14: The side setback on the north property line is seven (7) feet; the side setback on the south property line is five (5) feet.

15. Lot 15: The side setback on the north property line is five (5) feet; the side setback on the south property line is seven (7) feet.

16. Lot 16: The side setback on the west property line is five (5) feet; the side

setback on the south property line is five (5) feet (i.e., up to the perpetual access easement); and the side setback on the east property line (adjacent to Dripping Springs Lane) is as shown on the Plat.

17. Lot 17: The side setback on the north property line is five (5) feet; the side setback on the south property line is seven (7) feet.

18. Lot 18: The side setback on the north property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the south property line is seven (7) feet.

19. Lot 19: The side setback on the north property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the south property line is seven (7) feet.

20. Lot 20: The side setback on the north property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the south property line is seven (7) feet.

21. Lot 21: The side setback on the north property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the south property line is seven (7) feet.

22. Lot 22: The side setback on the north property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the south property line is seven (7) feet.

23. Lot 23: The side setback on the south property line is seven (7) feet; the side setback on the north property line is three (3) feet (i.e., up to the perpetual access easement).

24. Lot 24: The side setback on the south property line is seven (7) feet; the side setback on the north property line is three (3) feet (i.e., up to the perpetual access easement).

25. Lot 25: The side setback on the south property line is seven (7) feet; the side setback on the north property line is three (3) feet (i.e., up to the perpetual access easement).

26. Lot 26: The side setback on the south property line is seven (7) feet; the side setback on the north property line is five (5) feet.

27. Lot 27: The side setback on the south property line is five (5) feet; the side setback on the east property line is seven (7) feet.

28. Lot 28: The side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the east property line is seven (7) feet.

29. Lot 29: The side setback on the west property line is three (3) feet (i.e., up

to the perpetual access easement); the side setback on the east property line is twelve and one-half (12 ½) feet.

30. Lot 30: The side setback on the west property line is twelve and one-half (12 ½) feet; the side setback on the east property line is five (5) feet.

31. Lot 31: The side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the east property line is seven (7) feet.

32. Lot 32: The side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the east property line is seven (7) feet.

33. Lot 33: The side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the east property line is seven (7) feet.

34. Lot 34: The side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the east property line is ten (10) feet.

35. Lot 35: The side setback on the north property line is five (5) feet; the side setback on the south property line is five (5) feet.

36. Lot 36: The side setback on the north property line is five (5) feet; the side setback on the south property line is five (5) feet.

37. Lot 37: The side setback on the north property line is five (5) feet; the side setback on the south property line is five (5) feet.

38. Lot 38: The side setback on the north property line is five (5) feet; the side setback on the south property line is five (5) feet.

39. Lot 39: The side setback on the north property line is five (5) feet; the side setback on the south property line is five (5) feet.

40. Lot 40: The side setback on the north property line is five (5) feet; the side setback on the south property line is five (5) feet.

41. Lot 41: The side setback on the north property line is five (5) feet; the side setback on the south property line is five (5) feet.

42. Lot 42: The side setback on the north property line is five (5) feet; the side setback on the south property line (adjacent to Lot 43) is five (5) feet.

43. Lot 43: The side setback on the west property line is five (5) feet; the side setback on the east property line is twelve and one-half (12 ½) feet.

44. Lot 44: The side setback on the west property line is twelve and one-half (12 ½) feet; the side setback on the south property line is fourteen (14) feet; and the



side setback on the north property line is five (5) feet. The fifteen (15) foot rear setback shall be applicable to the east property line.

45. Lot 45: The side setback on the south property line is five (5) feet; the side setback on the north property line is five (5) feet.

46. Lot 46: The side setback on the south property line is five (5) feet; the side setback on the north property line is five (5) feet.

47. Lot 47: The side setback on the south property line is five (5) feet; the side setback on the north property line is five (5) feet.

48. Lot 48: The side setback on the south property line is five (5) feet; the side setback on the north property line is seven (7) feet.

49. Lot 49: The side setback on the west property line is ten (10) feet; the side setback on the east property line is seven (7) feet.

50. Lot 50: The side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the east property line is seven (7) feet.

51. Lot 51: The side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement); the side setback on the east property line is twelve and one-half (12 ½) feet.

52. Lot 52: The side setback on the west property line is twelve and one-half (12 ½) feet; the side setback on the east property line is three (3) feet.

53. Lot 53: The side setback on the west property line is five (5) feet (i.e., up to the perpetual access easement); the side setback on the east property line is ten (10) feet.

54. Lot 54: The side setback on the south property line is ten (10) feet; the side setback on the north property line is three (3) feet (i.e., up to the perpetual access easement).

55. Lot 55: The side setback on the south property line is seven (7) feet; the side setback on the west property line is three (3) feet (i.e., up to the perpetual access easement); the fifteen (15) foot rear setback shall be applicable to both the north and east property lines.

56. Lot 56: The side setback on the east property line shall be seven (7) feet; the side setback on the west property line shall be three (3) feet (i.e., up to the perpetual access easement).

57. Lot 57: The side setback on the east property line shall be seven (7) feet; the side setback on the west property line shall be three (3) feet (i.e., up to the perpetual access easement).

58. Lot 58: The side setback on the east property line shall be seven (7) feet; the

side setback on the west property line shall be three (3) feet (i.e., up to the perpetual access easement).

59. Lot 59: The side setback on the east property line shall be seven (7) feet; the side setback on the west property line shall be ten (10) feet.

60. Lot 60: The side setback on the east property line shall be five (5) feet; the side setback on the west property line (up to the shared access easement) shall be ten (10) feet. A Residential Dwelling on Lot 60 is required to face south; accordingly, the fifteen (15) foot rear setback shall be applicable along the north property line. A Residential Dwelling or garage shall not be located nearer to the south property line of Lot 60 than fifty (50) feet.

61. Lot 61: The side setback on the west property line (adjacent to Blanco Trails Lane) shall be as shown on the Plat. A Residential Dwelling on Lot 61 is required to face south; accordingly, the fifteen (15) foot rear setback shall be applicable along the north property line. A Residential Dwelling or garage shall not be located nearer to the south property line of Lot 61 than fifty (50) feet.

**C. SHARED ACCESS FOR LOTS 60 AND 61.** Access to Lots 60 and 61 shall be from Blanco Trails Lane. A perpetual easement for ingress and egress is created upon, across and over a portion of Lot 60 for the benefit of the Owner of Lot 61 and such Owner's family members, guests and invitees. The area subject to the easement is the portion of Lot 60 that is adjacent to the south property line of Lot 61 [extending from the most western property line of Lot 60 (adjacent to Blanco Trails Lane) to the southeast corner of Lot 61]. This easement is for ingress and egress only. The easement does not create a right for the Owner of Lot 61 or the Owner's family members, guests or invitees to use the area subject to the easement for any other purpose, including without limitation, vehicular parking.

**D. MAINTENANCE AND REPAIR OF PRIVATE STREETS.** Within Rock Creek, Section Nine (9), are private streets named "San Saba Canyon Lane", "San Saba Canyon Circle", "Blanco Trails Lane", "Comal Bend Lane", and "Boerne Canyon Lane" which have been or will hereafter be conveyed by Declarant to the Association. For purposes hereof, all of such streets are hereafter referred to as the "Private Streets". The future maintenance and repair of the Private Streets shall be the responsibility of the Association and the Association, acting through the Board of Directors, is hereby vested with the authority to determine (a) whether the Private Streets are in need of maintenance and/or repair and (b) the scope and manner effecting any maintenance and/or repair work deemed to be necessary. However, when determining either whether the Private Streets are in need of maintenance and/or repair or the scope and manner of effecting any maintenance and/or repair work deemed to be necessary, the Board of Directors is obligated to act

reasonably and in good faith to the end that the Private Streets are maintained substantially to the same standard that they exist at the time of original construction. Notwithstanding the fact that the Association is responsible for maintaining and/or repairing the Private Streets, the cost of maintaining and/or repairing the Private Streets shall be borne by the Owners of the Lots in Rock Creek, Section Nine (9), as herein provided. Upon the first sale of a Lot in Rock Creek, Section Nine (9), subsequent to the completion of a Residential Dwelling thereon, the purchaser of the Lot shall pay to the Association the sum of \$250.00 (such sum being referred to herein as the "Road Fund Assessment"). The Road Fund Assessment shall be due and payable on or before ten (10) days after the date the deed conveying a 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 Road Fund Assessment shall be in default if the Road Fund Assessment is not paid on or before the due date for such payment. A Road Fund Assessment in default shall bear interest at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, from the due date until paid. All Road Fund Assessments collected by the Association shall be deposited into a separate account (the "Road Fund Account") established and maintained by the Association to be used exclusively for maintaining and/or repairing the Private Streets and for no other purpose. No Road Fund Assessment paid by an Owner shall be refunded to the Owner by the Association; provided that, if the Private Streets ever become public streets to be maintained and/or repaired by the governmental entity to which it is dedicated, the Road Fund Account shall be closed and the funds remaining in the Road Fund Account, after paying all costs associated with the maintenance and/or repair of the Private Streets as of that date and any expenses associated with the dedication of the Private Streets, shall be equally disbursed to the then Owners of the Lots in Rock Creek, Section Nine (9). The Association may enforce payment of the Road Fund Assessment in the same manner which the Association may enforce payment of Annual Maintenance Charges and Special Assessments pursuant to Article V of the Declaration.

In addition to the Road Fund Assessment, a sum in an amount to be determined by the Board of Directors of the Association each year may be added to the Neighborhood Assessment payable to the Association by the Owners of Lots in Rock Creek, Section Nine (9), which sum shall be allocated for the future maintenance and repair of the Private Streets and deposited into the Road Fund Account. This sum may be increased in any given year by an amount not exceeding five percent (5%) above the amount charged in the prior year. Or, if no amount was charged in the prior year, the amount charged in the most recent year in which there was a charge. If the Road Fund Account is, at any time, insufficient to pay for the cost incurred or to be incurred to perform necessary maintenance and/or repair work, the Association may levy a Special Neighborhood Assessment for the purpose of paying the cost associated with the necessary maintenance and/or repair work. For purposes hereof, "maintenance and/or repair work" means maintaining, repairing

replacing and/or reconstructing the Private Streets, including the curbs adjacent to the paved roadway.

**E. NEIGHBORHOOD ASSESSMENT.** In addition to Annual Maintenance Charges, Special Assessments, and Reserve Assessments as provided in Article V of the Declaration, the Association shall have the authority to levy and collect a Neighborhood Assessments with respect to each Lot in Rock Creek, Section Nine (9). A Neighborhood Assessment is a separate assessment levied equally against all Lots in Rock Creek, Section Nine (9). The purpose of the Neighborhood Assessment is to provide funds to the Association to pay expenses incurred to provide special services for the exclusive benefit of the residents of Lots in Rock Creek, Section Nine (9). The special services to be provided to the residents of the Lots in Rock Creek, Section Nine (9), include (a) the maintenance, repair and/or replacement of the access gate system, (b) the maintenance and repair of the community building and related Improvements on Restricted Reserve "F" (as shown on the plat), and (c) the maintenance of the island(s) within the cul-de-sac portions of the Private Streets. As provided in Section D of this instrument, a portion of the Neighborhood Assessment may also be used to make an annual contribution to the Road Fund Account. The rate of the Neighborhood Assessment in effect as of the date of recording this instrument is \$500.00 per year. The Neighborhood Assessment may be levied by the Association for other special services provided to the residents of Lots in Rock Creek, Section Nine (9); provided that, no Neighborhood Assessment shall be levied for any other special services or purposes than those specified above unless (a) a written request for services not regularly provided by the Association is submitted to the Board of Directors, (b) the Board of Directors agrees, on behalf of the Association, to provide the requested special services, subject to the approval of a Neighborhood Assessment to cover the cost of the services, (c) a meeting is called among the Owners of the Lots in Rock Creek, Section Nine (9), (d) all Owners in Rock Creek, Section Nine (9), are notified in writing not less than ten (10) days or more than thirty (30) days before the meeting that a meeting will be held to discuss and vote upon the proposal to obtain the special services and to approve a Neighborhood Assessment for that purpose, and (e) the special services and the Neighborhood Assessment are approved by Owners representing not less than a majority of the Lots in Rock Creek, Section Nine (9). Neighborhood Assessments shall be due, in advance, on January 1<sup>st</sup> of each year in which the special services are to be provided. If special services provided to the residents of Lots in Rock Creek, Section Nine (9), commence after the first day of a calendar year, the Neighborhood Assessment for that year shall be due on the date specified by the Board of Directors. The Board of Directors shall have the authority to set the rate of the Neighborhood Assessment each year based upon the anticipated cost to provide the special services approved by the Association and the requisite number of Owners of Lots in Rock Creek, Section Nine (9), as provided herein. When adjusting the amount of the Neighborhood Assessment from

year to year, the Board of Directors shall consider any surplus or deficit in the budget from the prior year, it being the intent that the Neighborhood Assessment shall be set at a rate to cover the cost of which the Neighborhood Assessment is levied, not to build cash reserves; provided that, this provision shall not be construed to prohibit a portion of the Neighborhood Assessment from being allocated and set aside for the future maintenance, repair, improvement or replacement of the community building and any related Improvements on Reserve "F". Payment of Neighborhood Assessments shall be secured by the continuing lien provided in Article V of the Declaration. A Neighborhood Assessment shall also be the personal obligation of the Owner(s) of the Lot at the time the Neighborhood Assessment became due. A Neighborhood Assessment shall be subject to the same provisions relating to non-payment that are applicable to Annual Maintenance Charges and Special Assessments pursuant to Article V of the Declaration. Notwithstanding any provision herein to the contrary, the Board of Directors of the Association shall have the authority to discontinue any special services (other than the maintenance of the community building) which were previously requested and approved as the Board deems, in its reasonable, good faith judgment, to be necessary or appropriate. If the Owner of any Lot in Rock Creek, Section Nine (9), proposes to discontinue any special services previously requested and approved, a petition signed by Owners representing not less than twenty-five percent (25%) of the Lots in Rock Creek, Section Nine (9), must be submitted to the Board of Directors. A meeting of the Owners of Lots in Rock Creek, Section Nine (9), shall be called in the manner set forth above. The special services shall be discontinued if the proposal is approved by Owners representing not less than a majority of the Lots in Rock Creek, Section Nine (9). When special services are discontinued, either as the result of a decision of the Board of Directors or a vote of the Lot Owners, the portion of the total Neighborhood Assessment relating to those special services shall likewise be discontinued. Once discontinued, special services may not be renewed unless approved in the manner set forth herein. For the purpose of any vote under this paragraph, the approval of multiple Owners of a Lot in Rock Creek, Section Nine (9), may be reflected by the vote of one (1) of the Owners.

F. **FENCING.** Fencing of Lots in Rock Creek, Section Nine (9), shall be in accordance with the following provisions:

1. **Lake Lots:** The following Lots in Rock Creek, Section Nine (9), are deemed to be Lake Lots: Lots 23 through 42, inclusive, and Lots 44 through 53, inclusive. On each such Lake Lot, an unadorned black wrought iron fence is required along the rear property line of the Lot and from the rear property line on or parallel to the side property line (as provided in 2, below) to the rear of the Residential Dwelling; provided that, a wrought iron fence shall not be required along the south property line of Lot 42 or Lot 44. 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 is required to be erected by the Builder prior to substantial completion of the Residential Dwelling.

2. **Lots Subject to a Perpetual Access Easement:** On each Lot subject to a perpetual access easement, a fence erected on the side of the Lot subject to the perpetual access easement shall be erected along, but not within, the perpetual access easement. In all other instances, a fence shall be erected on the property line of the Lot.

3. **Lots other than Lake Lots:** Except with regard to Lake Lots, as provided in paragraph 1 of this Section and as otherwise provided herein, a fence on the perimeter of the platted area of Rock Creek Section 9 is required to be a solid wood fence which is eight (8) feet, six (6) inches in height and all other fences shall be required to be six (6) feet, six (6) inches in height. Both classifications of fences shall be constructed in accordance with the specifications applicable to such fences set forth in Article II, Section 2.5(B) of the Declaration, as amended. Notwithstanding the foregoing, a solid wood fence which does not exceed ten (10) feet, six (6) inches in height is permitted on the designated perimeters of the following Lots:

- a. the south property lines of Lots 42, 43 and 44;
- b. the east property lines of Lots 54 and 55;
- c. the north property lines of Lots 55 and 56; and
- d. the east property lines of Lot 60.

Such a fence shall be constructed in accordance with the following specifications:

- a. four (4) inch by four (4) inch by twelve (12) foot treated pine posts which are seven (7) feet on center;
- b. two (2) inch by four (4) inch by fourteen (14) foot treated pine top rail;
- c. two (2) two (2) inch by four (4) inch by seven (7) foot treated pine rails;
- d. six (6) inch by fourteen (14) foot treated pine kick (deck) board; and
- e. one (1) inch by six (6) inch by ten (10) foot No. 2 or better D.E. cedar picket.

Such a fence is also required to be stained as provided in Article II, Section 2.5 (B) of the Declaration, as amended.

4. **Front-Facing Fences Across Perpetual Access Easement:** A front-facing, solid wood fence not exceeding six (6) feet in height shall be constructed between

two (2) Residential Dwellings separated by a perpetual access easement. The fence shall be parallel or substantially parallel to the front building lines of the Lots and shall be located no nearer than five (5) feet to the front corner of the Residential Dwelling that is farthest from the front property line. Such a fence shall be constructed by the Builder of the last of the two (2) Residential Dwellings to be substantially completed and shall be constructed by the Builder within ten (10) days of substantial completion of the Residential Dwelling. A solid wood gate not exceeding five (5) feet in height is permitted in the fence, subject to the prior written approval of the Architectural Review Committee. Under no circumstances is a taller gate or an arbor with a gate permitted in such a front-facing fence.

G. **WINDOWS.** No window is permitted in the ground floor, side wall of a Residential Dwelling adjacent to a perpetual access easement unless the window is translucent.

H. **HVAC AND OTHER UTILITY EQUIPMENT.** All utilities and equipment for utilities, including, without limitation, heating, ventilating and air-conditioning compressor units and equipment, meters and breaker boxes, must be located either at the rear of the Residential Dwelling or on whichever side of the Residential Dwelling that is farthest from the property line; if located on the side of the Residential Dwelling, the utilities and equipment must be screened from view from the street in front of the Lot, at ground level, or a side street, at ground level, by landscaping approved in writing by the Architectural Review Committee.

I. **SECOND STORY LIVING AREA.** The interior living space in the second story of a Residential Dwelling in Rock Creek, Section Nine (9), shall not exceed fifty percent (50%) of the interior living space in the ground floor of the Residential Dwelling.

J. **COMMUNITY BUILDING.** A community building has been or will be constructed by Declarant on Restricted Reserve "F" in Rock Creek, Section Nine (9). The community building is reserved for the exclusive use of Owners of Lots in Rock Creek, Section Nine (9), and, except as otherwise provided in this paragraph, their guests who are eighteen (18) years of age and older. The community building may be used by a person who is under the age of eighteen (18) years if (and only if) such person is (a) the overnight guest of an Owner or occupant of a Lot in Rock Creek, Section Nine (9), and (b) the person is accompanied at all times during which such person is at the community building by the Owner or occupant of a Lot in Rock Creek, Section Nine (9), who is twenty-five (25) years of age or older. The use of the community building is also subject to Rules and Regulations adopted and published from time to time by the Board of Directors.

K. **PLAY STRUCTURES.** The following types of play structures are prohibited in Rock Creek, Section Nine (9): play house, play fort, swing set, slide, basketball goal, sand box, trampoline, skateboard ramp and any similar type of play structure.

In the event of a conflict between the provisions of this instrument and the provisions of the Declaration, the Builder Guidelines and/or the Architectural Guidelines, the provisions of this instrument shall prevail.

All capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise expressly provided.

Executed on the date(s) 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

202

By: [Signature]  
Peter Barnhart, Authorized Agent

Southwall Builders, Inc.  
d/b/a Rockwall Homes

202

By: [Signature]  
Mike Evenson, PRESIDENT

Stoneleigh Custom Homes, Inc.

102

By: [Signature]  
Roy Gray, President  
CCHB1, LP d/b/a Bill Edwards Custom  
Homes  
By CCHB1, GP, its general partner

302

By: [Signature]  
Bill Edwards, PRESIDENT

**Return to:**  
**Butler & Hailey, P.C.**  
**1616 South Voss, Suite 500**  
**Houston, Texas 77057**

James Jones :  
[Signature]



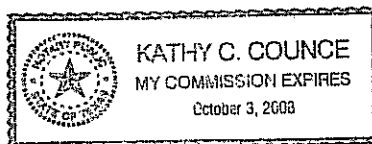
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, a notary public, on this day personally appeared Peter Barnhart, authorized agent of Caldwell Watson Management Company, L.L.C., General Partner 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 27<sup>th</sup> day of October, 2006.

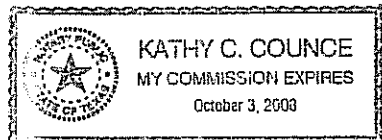
Kathy C. Counce  
Notary Public in and for the State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §



BEFORE ME, a notary public, on this day personally appeared Mike Evenson, President of Southwall Builders, Inc. , a Texas corporation, 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 27<sup>th</sup> day of October, 2006.

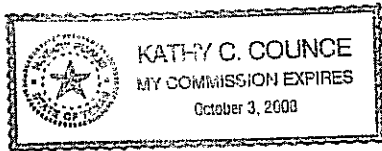


Kathy C. Counce  
Notary Public in and for the State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, a notary public, on this day personally appeared Roy Gray, President of Stoneleigh Custom Homes Inc., a Texas corporation, 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 27<sup>th</sup> day of October, 2006.

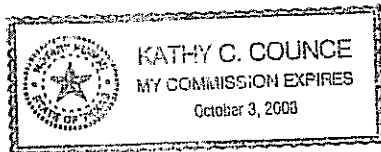


Kathy C. Counce  
Notary Public in and for the State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, a notary public, on this day personally appeared Bill Edwards, authorized agent of CCHB1, LP, by CCHB1, GP, its general partner, 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 27<sup>th</sup> day of October, 2006.

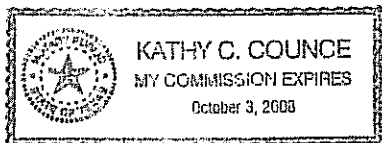


Kathy C. Counce  
Notary Public in and for the State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, a notary public, on this day personally appeared James Jones, 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 27<sup>th</sup> day of October, 2006.



Kathy C. Counce  
Notary Public in and for the State of Texas

Return to:

Rick S. Butler  
Butler & Hailey, P.C.  
1616 S. Voss, Suite 500  
Houston, Texas 77057

*Handwritten initials*

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 the number Sequence on the date and at the stamped location by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

OCT 27 2006



Dorothy L. Kaufman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED  
06 OCT 27 PM 3:39  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
*Handwritten signature*

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. All blockouts additions and changes were present at the time the instrument was filed and recorded.