

THE STATE OF TEXAS     §  
  
COUNTY OF BRAZOS     §

**FIRST AMENDMENT TO  
DECLARATION  
  
OF  
  
EASEMENTS, RESTRICTIONS AND COVENANTS  
  
FOR  
  
STONE CREEK FARMS DEVELOPMENT  
  
BY  
  
SNS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**

This First Amendment is made as of the 21 day of March, 2006, by SNS Investments, LLC, a Texas limited liability company (hereinafter referred to as the "Declarant").

WHEREAS, Declarant desires to amend certain terms of the Declaration of Easements, Restrictions and Covenants for Stone Creek Farms Development dated April 13, 2004, recorded in Volume 5971, Page 1, Official Records of Brazos County, Texas ("Declarations"); and

WHEREAS, all capitalized terms used herein, unless herein defined, shall be the same meaning as defined in the Declarations; and

WHEREAS, all terms of the Declarations that are not hereby amended shall remain in full force and effect; and

NOW THEREFORE, Declarant hereby amends the Declarations as follows:

1.     10.1 Building and Construction Restrictions.
  - (a)     No residence shall be constructed on any Parcel that has an under roof heated living area as follows:

Block One (1) of less than two thousand six hundred (2,600) square feet excluding porches, garages, patios and the like;

Block Two (2) and Three (3) of less than two thousand two hundred (2,200) square feet excluding porches, garages, patios and the like.


2. 5.1 Creation of Annual Maintenance Charge. The initial annual maintenance fee ("Maintenance Charge" or "Annual Assessment") shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per Parcel, payable in advance by the Owner of each Parcel on the first day of January of each year, beginning 2006, and each succeeding year thereafter until terminated as provided below, to the Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund". Where any Parcel is owned by more than one person or entity, said maintenance charge shall be payable by all such Owners, jointly and severally. The maintenance charge shall be prorated between purchasers and sellers of Parcels in the proportion that the remaining months of the calendar year bear to the whole year. By acceptance of a deed or other instrument of conveyance, or by any other claim of legal title to any Parcel or portion thereof, each Owner agrees and consents to the maintenance charge and the liens as provided herein. The maintenance charge shall be paid for each year and shall be extended automatically for successive periods of ten (10) years unless before December 31, 2014, or before the 31<sup>st</sup> day of December of any tenth year thereafter, the Owners of record of a majority of the Parcels in the Subdivision vote to discontinue such charge by written instrument which shall be signed and acknowledged by the Owners of record of a majority of the Parcels and recorded in the Official Records of Brazos County, Texas.

Dated this the 21<sup>st</sup> day of March, 2006.

**DECLARANT:**

**SNS INVESTMENTS, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_

  
Carey D. Smith, Manager

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 21 day of March, 2006, by Carey D. Smith, Manager of SNS INVESTMENTS, LLC, a Texas limited liability company, on behalf of the said company, in the capacity therein stated.

Gwen Boullion 3/21/06  
Notary Public, State of Texas



Filed for Record in:  
BRAZOS COUNTY

On: Mar 23, 2006 at 10:38A

As a  
NO LABEL RECORDING

Document Number: 00920417

Amount 19.00

Receipt Number - 287048

By,  
Cathy Barcelona

STATE OF TEXAS COUNTY OF BRAZOS  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Mar 23, 2006

HONORABLE KAREN MCQUEEN, COUNTY CLERK  
BRAZOS COUNTY

THE STATE OF TEXAS       §

COUNTY OF BRAZOS       §

**SECOND AMENDMENT TO  
DECLARATION**

**OF**

**EASEMENTS, RESTRICTIONS AND COVENANTS**

**FOR**

**STONE CREEK FARMS DEVELOPMENT**

**BY**

**SNS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**

This Second Amendment is made as of the 23rd day of March, 2007, by SNS Investments, LLC, a Texas limited liability company (hereinafter referred to as the "Declarant").

WHEREAS, Declarant amended the Declarations on March 21, 2006.

WHEREAS, Declarant desires to amend certain terms of the Declaration of Easements, Restrictions and Covenants for Stone Creek Farms Development dated April 13, 2004, recorded in Volume 5971, Page 1, Official Records of Brazos County, Texas ("Declarations"), as amended by the First Amendment to Declaration of Easements, Restrictions and Covenants dated March 21, 2006, recorded in Volume 7211, Page 265, Official Records of Brazos County, Texas; and supplemented by that certain First Supplement to Declaration of Easements, Restrictions and Covenants dated March 21, 2006, recorded in Volume 7281, page 16, Official Records of Brazos County, Texas; and

WHEREAS, Declarant hereby amends the Declarations and any Amendments thereto and the Replat of STONE CREEK FARMS, PHASE I, recorded in Volume 6383, Page 8, Official Records of the Brazos County, Texas, to amend the Building Setback lines in Phase I; and

WHEREAS, all capitalized terms used herein, unless herein defined, shall be the same meaning as defined in the Declarations; and

WHEREAS, all terms of the Declarations that are not hereby amended shall remain in full force and effect; and

WHEREAS, DECLARANT desires to amend the setback lines for all above affixed ground structures, except for fences;

NOW, THEREFORE, DECLARANT hereby amends the Declarations to add the following BUILDING SET BACK LINES in Phase I:

Declarant declares that there shall be no permanently affixed above ground structure, except for fences as follows: 1. No permanently affixed above ground structures shall be placed less than fifty (50) feet from the front property line of any Lot; 2. No permanently affixed above ground structures shall be placed less than twenty-five (25) feet from the rear or back property line of any Lot; and 3. No permanently affixed above ground structure shall be placed less than twenty (20) feet from any side property line of any Lot.

Dated this the 23rd day of March, 2007.

**DECLARANT:**

**SNS INVESTMENTS, LLC,**  
a Texas limited liability company

By: Cy D Smith  
Carey D. Smith, Manager

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 23 day of March, 2007, by Carey D. Smith, Manager of SNS INVESTMENTS, LLC, a Texas limited liability company, on behalf of the said company, in the capacity therein stated.



Terra T Plant  
Notary Public, State of Texas

Filed for Record in:  
BRAZOS COUNTY

On: Mar 23, 2007 at 09:07A

As a  
Recordings

Document Number: 00957350

Amount 19.00

Receipt Number - 311954

By:  
Lynn Greer

STATE OF TEXAS COUNTY OF BRAZOS  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Mar 23, 2007

HONORABLE KAREN MCQUEEN, COUNTY CLERK  
BRAZOS COUNTY