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DECLARATION OF COVENANTS AND RESTRICTIONS

RECORDED BY TRANSAMERICA

1364451

FOR STONEY CREEK

(A Residential Subdivision)

179-12-1978

THE STATE OF TEXAS ·
COUNTY OF HARRIS

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179-19-0482

THIS DECLARATION, made on the date hereinafter set forth by PALMAS PROPERTIES, a corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of that certain real property described in Article III of this Declaration (subject to certain existing encumbrances) and desires to create thereon a residential townhouse community with designated "Lots" and "Common Properties" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Properties and Common Facilities to be developed, and, to this end, desires to subject the real property described in Article III to the covenants; restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Common Properties and Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant shall cause a non-profit corporation to be incorporated under the laws of the State of Texas, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Article III is and shall be held, transferred, sold,

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conveyed, occupied and enjoyed subject to the covenants, restrictions, easements, charges and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth, for the benefit of said property and each owner thereof.

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ARTICLE

ARTICLE I

Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Stoney Creek Owners Association which Declarant shall cause to be incorporated as herein provided, its successors and assigns.

(b) "The Properties" shall mean and refer to the properties described in Article III hereof, which are subject to this Declaration and any Supplemental Declaration.

(c) "Subdivision Plat" shall mean and refer to the map or plat of Stoney Creek recorded in Volume 202, Page 78 of the Map Records of Harris County, Texas.

(d) "Lot" or "Lots" shall mean and refer to the thirty-six (36) enumerated Lots shown on the Subdivision Plat. References herein to "the Lots (each Lot) in Stoney Creek" shall mean and refer to Lots as defined in this Declaration.

(e) "Common Properties" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots and the streets not designated as Private Streets or Private Drives, together with such other property as the Association may, at any time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof, and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to the "Common Properties in Stoney Creek" shall mean and refer to Common Properties as defined in this Declaration.

(f) "Common Facilities" shall mean and refer to all existing

and subsequently provided improvements upon or within the Common Properties except those as may be expressly excluded herein. In some instances, Common Facilities may consist of improvements for the use and benefit of the Owners of all of the Lots constructed on portions or one or more Lots, such as storage structures, fountains, sidewalks, private streets, common driveways, guest parking spaces, landscaping, force main, and other similar improvements.

(g) "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the scheme of this Declaration.

(h) "Townhouse" shall mean and refer to any single family residential unit situated upon a Lot or Lots.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(j) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 4, hereof.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Subdivision Plat also establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created, and dedicated, by several recorded instruments, certain other easements and related rights for public utility purposes affecting the Properties. All dedications, limitations, reservations and restrictions shown on the Subdivision Plat and all grants

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and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 3. Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way or any pipes, lines, poles or conduits on or in any utility facility or appurtenance thereto constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot, or any other portion of the Properties, and the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 4. Minor Encroachments. Each Lot and the property included in the Common Properties shall be subject to a perpetual easement for minor encroachments from adjoining Lots which are caused or created by unintentional error in construction, settling, shifting of soil, protrusions and overhangs, and a temporary easement for ingress and egress during and in connection with the maintenance and construction of improvements on adjacent property.

Section 5. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress, installing, replacing, repairing and maintaining all utilities, including, but not limited to,

water, sewer, telephone, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to affix and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Properties. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarant or the Association's Board of Trustees.

Section 6. Private Streets and Drives. The "Private Streets" and "Private Drives" situated in the Common Properties shall be construed to be an easement available for the general use of the Members, and their guests and invitees, but for public ingress and egress for the benefit of the Lots only to the extent required by applicable governmental regulations.

Section 7. Minor Curb Line Encroachments. Each Lot and the property included in the Common Properties shall be subject to an easement for encroachment by the curb line of any Private Street or Drive situated in the Common Properties onto said Lots or Common Properties to the extent and subject to the limitations hereinafter set forth. Said easement shall be up to one (1) foot in width and shall be along and parallel to the outside boundaries of such Private Streets or Drives where such boundaries are common with the boundary lines of said Lots or Common Properties; provided, however, that such easement shall not cover any area included within the portion of a Lot on which is situated a Townhouse.

Section 8. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, to garbage and trash collection vehicles, and to vehicles owned by the Harris County Flood Control District and other service vehicles to enter upon the Properties in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and management

management personnel to enter the Properties to render any service.

Section 9. Surface Areas. The surface of easement areas for underground utility services may be paved for streets, driveways and/or may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to the pavement or to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

ARTICLE III

Property Subject To This Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is shown on Exhibit A representing lots out of that certain 4.183 acre tract of land out of the George Bellows Survey (A-3), Harris County, Texas, which has heretofore been platted into that certain residential subdivision known as Stoney Creek, according to the Subdivision Plat, or any subsequently recorded replat thereof, all of which real property is sometimes hereinafter referred to as the "Existing Property", here referenced by a metes and bounds description in Exhibit A attached hereto.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:
(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, upon the approval of the Board of Trustees of the Association, in its sole discretion. Any additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such

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property and the execution thereof by the members of the Board of Trustees of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Trustees. Such Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

ARTICLE IV

The Association

Section 1. Organization. The Declarant shall cause the Association to be organized and formed as a non-profit corporation, and to be named Stoney Creek Community Association, Inc.

Section 2. Purpose. The purpose of the Association in general shall be to provide for and promote the health, safety and welfare of the Members, to collect the annual maintenance charges and special assessments and to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties and Facilities in Stoney Creek, and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration and all Supplemental Declarations.

Section 3. Trustees. The Association shall act through a three (3) members Board of Trustees, which shall manage the affairs of the Association. The initial Trustees of the Association shall be selected by Declarant. Each initial Trustee shall serve for an initial term of two (2) years and thereafter until his successor is duly elected and qualified. After the expiration of the term of the initial Trustees, the Members shall elect a Board of Trustees as provided for in the bylaws. Any vacancy, from whatever cause, occurring in the Board of Trustees during the initial two (2) year term shall be filled by appointment made by the remaining Trustee or Trustees. The person appointed by the remaining Trustee or Trustees to fill such vacancy shall serve for the remainder of the initial two (2) year term and until his successor is duly elected and qualified.

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Section 4. Members. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership of a Lot ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 5. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all the Members of the Association with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in Stoney Creek Subdivision in which they hold the interests required for membership by this Declaration or any Supplemental Declaration. When more than one person holds such interest or interests in any such Lot, all such Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. Class B Member shall be entitled to four (4) votes for each Lot in Stoney Creek in which it holds the interest required for membership by this Declaration or any Supplemental Declaration; provided that the Class B membership shall cease when all Lots within the Subdivision are conveyed to owners other than Declarant or the first occurring:
(a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

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(b) on January 1, 1980.

From and after the happening of whichever of these events occurs earlier, the Class B Members will be deemed to be a Class A Member entitled to one vote for each Lot in Stoney Creek Subdivision in which it holds the interest required for membership by this Declaration or any Supplemental Declaration.

Section 6. Title to Common Properties. The Declarant may retain the legal title to the Common Properties and Common Facilities in Stoney Creek Subdivision until such time as it has completed improvements thereon and until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same. Until title to such Common Properties and Facilities has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Properties and Facilities granted to the Association herein and in all Supplemental Declarations.

ARTICLE V

Property Rights in the Common Properties and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Properties and Common Facilities in the Stoney Creek Subdivision, and such right and easement shall be appurtenant to and shall pass with the title to each Lot in Stoney Creek.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, in its discretion, to charge reasonable admission and other fees for the use of the recreational facilities located on the Common Properties in Stoney Creek Subdivision and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of such Common Properties and Facilities

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or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Properties and Facilities by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Properties and Facilities or any part thereof at the same time; and

(b) the right of the Association to grant or dedicate easements in, on, under or above such Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for any service to Stoney Creek Subdivision or any part thereof; and

(c) the right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of such Common Properties and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to Stoney Creek Subdivision or any part thereof; and

(d) the right of the Association to dedicate as public streets the Private Streets and Drives in such Common Properties, which are available for purposes of access to Subdivision by the public; and

(e) the right of the Association to suspend the voting rights of a Member and his right to use any recreational facility on such Common Properties during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge or special assessment against his Lot, and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration, in any Supplemental Declaration, in its Bylaws, or at law

*Suspended Voting
and Recreational Rights*

or in equity, on account of any such default or infraction;
and

(f) the rights and easements existing or hereinafter created
in favor of others, as provided for in Article II hereof; and

(g) the restrictions as to use of such Common Properties
provided for in Article XI hereof.

Section 3. Delegation of Use. Any Member may delegate his
right of use and enjoyment of the Common Properties and Facilities
in Stoney Creek Subdivision, together with all easement rights
granted to Members in the Declaration and all Supplemental Declara-
tions, to the members of his family, his tenants, or contract pur-
chasers who reside on his Lot. The term "Member" is further defined
to include and refer to the executors, personal representatives and
administrators of any Member, and all other persons, firms, or
corporations acquiring or succeeding to the title of the Member by
sale, grant, will, foreclosure, execution, or by any process,
or by operation of law, or in any other legal manner.

ARTICLE VI

Regular Annual and Special Assessments

Section 1. The Maintenance Fund. All funds collected by the
Association from the regular annual maintenance charges and from
special assessments as provided for in this Article, together with
all funds collected by the Association from the regular annual
maintenance charges and special assessments imposed on other Lots
in Stoney Creek Subdivision by all Supplemental Declarations, shall
constitute and be known as the "Maintenance Fund." The Maintenance
Fund shall be held, used and expended by the Association for the
common benefit of all Members for the following purposes, to-wit:
to promote the health, safety, recreation and welfare of the Mem-
bers; to pay the expenses for the common services rendered for the
common benefit of the Members; to pay the expenses of sanitary sewer
service for Stoney Creek Subdivision; to pay the expenses for water,
gas, electricity, telephone, storm sewer service and all other
utilities or services if any, furnished to the Common Properties

in Stoney Creek Subdivision or any of the improvements thereon, or any part thereof; to pay the expenses for the perpetual care, maintenance and care for the Private Streets and Drives; to pay the expenses for the maintenance, repair, care, upkeep, beautification, protection, taxes, insurance, replacement, reconstruction, management, supervision and operation of or for the Common Properties in Stoney Creek, and the improvements thereon, or any part thereof; to pay for capital improvements to such Common Properties; to pay the expenses of administration and management of the Association; to pay salaries of employees of the Association; to pay all taxes and other public dues or charges which the Association shall be required to pay; and to pay all other charges, costs or expenses lawfully incurred by the Association; all of which charges, costs, taxes and expenses to be incurred or paid by the Association are sometimes referred to in this Declaration and Supplemental Declarations as the "common expenses" or the "common expenses of the Members". The Association may in its sole discretion give one or more of the aforesaid purposes preference over other purposes, and all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members.

Section 2. Covenant for Assessments. Each and every Lot (except Lots owned by Declarant or builders as provided for in the following Section) is hereby severally subjected to and impressed with the following charges and assessments which shall run with the land and shall be in the same and equal amounts for each Lot regardless of its size, value or cost, to-wit:

- (a) A regular annual maintenance charge or assessment in the amount of \$450.00/ annum per Lot, subject to increase decrease and payable as provided in Section 4 below; and,
- (b) Special assessments as provided for in Section 5 below.

Each owner of a Lot subject to assessment as above provided, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or

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assigns, each and all of the charges and assessments against his Lot as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each assessment, together with interest, costs and reasonable attorneys fees expended in collection on foreclosure efforts shall also be the personal obligation of the person who is the owner of the Lot at the time the obligation to pay such assessment accrues, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any regular or special assessment by waiver of the use or enjoyment of the Common Properties or Facilities in Stoney Creek Subdivision or any part thereof or by abandonment of his Lot or his interest therein.

Section 3. Lots Owned by Declarant or Builders. No Lot owned by Declarant or a builder shall be subject to any regular annual maintenance charge or special assessment while it is owned by Declarant or a builder unless and until a Townhouse shall have been built thereon and three (3) months shall have elapsed since the substantial completion of such Townhouse, or the Townhouse shall have been permitted to be occupied, whichever shall first occur. It shall be the duty of each builder to notify the Association at the time a Townhouse has been substantially completed or permitted to be occupied. The term "substantial completion" as used herein shall mean that the Townhouse is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. It also shall be the duty of each builder to notify the Association at the time a Lot owned by a builder is sold. The term "builder" for the purposes of this Declaration is defined as any person, firm, corporation or other entity who is engaged in the business of building houses for sale or rental purposes, and not for his or its personal use or occupancy. Whenever a Lot owned by Declarant or a builder becomes subject to assessment as provided for in this Section, such Lot shall then be treated and assessed as any other Lot.

Section 4. The Annual Maintenance Charge. The regular annual maintenance charge or assessment shall be due and payable to the

Association annually, in advance, and without demand, on the first day of January of each calendar year; provided, that on the date of the purchase of a lot from Declarant or "builder", each Member shall pay to the Association a prorata part of the regular annual maintenance charge, which shall bear the same ratio to the full annual amount as the number of days remaining in the year of purchase bears to 365 days.

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The Board of Trustees of the Association may decrease or increase the amount of the regular annual maintenance charge or assessment provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the regular annual maintenance charge assessment shall become effective prior to the expiration of ninety (90) days from date of its adoption, and the Owner of each Lot subject to such assessment shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Trustees which fixes the amount of the regular annual maintenance charge or assessment in excess of one hundred twenty-five percent (125%) of the then existing annual maintenance charge or assessment shall become effective unless and until such resolution is ratified either (i) by the written assent of the Members of the Association who in the aggregate then own at least 51% of the Lots which are then subject to the annual maintenance charge or assessment, if no meeting of the membership is held for ratification, or (ii) by the assent of 51% of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the Members must be given prior to the effective date of the resolution of the Board of Trustees. No increase in the annual maintenance charge or assessment shall take effect retroactively. The Board of Trustees may decrease the amount of the annual maintenance charge or assessment without ratification by or assent of the Members of the Association.

If any resolution of the Board of Trustees which requires rati-

fication by the assent of the Members of the Association as above provided shall fail to be so ratified, then the amount of the regular annual maintenance charge or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions.

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Section 5. Special Assessments. The Board of Trustees of the Association, from time to time by the adoption of a resolution for such purpose, subject to ratification by the Members of the Association as hereinafter provided, may levy and impose, against each Lot which is subject to the annual maintenance charge, a special assessment for a specific amount, which shall be equal for each such Lot, for the purpose of purchasing equipment or facilities for the Common Properties in Stoney Creek Subdivision and/or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon such Common Properties, including fixtures and personal property related thereto; provided, however, that before any such resolution shall become effective it shall be ratified either (i) by the assent in writing of the Members of the Association who in the aggregate then own at least 75% of the Lots which are then subject to assessment if no meeting of the membership is held for ratification, or (ii) by the assent of 75% of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership called for this purpose and at which a quorum is present. The Owner of each Lot subject to such assessment shall pay his special assessment to the Association at such time or times and in such manner as provided in such resolution.

Section 6. Quorum for any Action Authorized Under Sections 4 or 5. The Quorum required for any action authorized by Section 4 or Section 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and Section 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute

a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 7. Liens to Secure Assessments. The regular annual maintenance charges or assessments, and the special assessments, as hereinabove provided for, shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Members. Subject to the condition that the Association be made a party to any Court proceeding to enforce any lien hereinafter deemed to be superior, the liens created hereby shall be subordinate and inferior to (a) all liens for taxes or special assessments levied by the City, County and State governments, or any political subdivision or special district thereof, and (b) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of any such charges or assessments become due and payable, and (c) all liens, including but not limited to vendor's liens, deeds of trust and other security instruments, which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot when the same is purchased from a builder or for any part of the cost of constructing, repairing, adding to or remodeling the Townhouse situated on the Lot. Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance

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charges or assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which became due prior to such foreclosure, be extinguished by any foreclosure.

Section 8. Effect of Nonpayment of Assessment. If any regular annual charge or assessment, or if any special assessment, is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and if placed in the hands of an attorney for collection, or if suit is brought thereon, or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than 10% of the amount owing, as attorney's fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 9. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments, regular or special, and/or for the enforcement and foreclosure of the liens securing the same.

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ARTICLE VII

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Architectural Control

The Properties are part of a community development commonly known as "STONEY CREEK". The overall plan for the development of the several areas or elements which make up and are collectively commonly known as "STONEY CREEK" contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole, while at the same time permitting compatible distinctiveness of the individual developments within the greater area. For this purpose the "Stoney Creek" Architectural Review Board" (the "Review Board") has been established, consisting of three (3) members appointed by the Board of Trustees of STONEY CREEK COMMUNITY ASSOCIATION, INC.

All construction and development in the Properties shall be subject to the approval of the Review Board, and no building, structure or other improvements, including but not limited to Townhouses, exterior painting, and facilities of the Common Properties, shall be commenced, erected, constructed or placed upon the Properties, and no changes or alterations shall be made to any building or improvements hereafter constructed or placed thereon, unless and until the plans and specifications therefor (specifying, in such form as the Review Board may reasonably require, structural, mechanical, electrical and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto, together with site landscaping and grading plans, and plans for offstreet parking of vehicles) have been first submitted to and approved in writing by the Review Board as to minimum structural and mechanical standards, quality of materials, harmony of exterior design and colors with existing structures, and location and situation on the Lot with respect to topography, finished ground elevation, property and building lines, easements, walks and parking spaces. Any and all plans and specifications which have not been expressly disapproved within thirty (30) days after date of submission shall for all purposes be deemed to have been approved.

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The Review Board shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Review Board, with the design or overall character and aesthetics of Stoney Creek.

In the event the Review Board shall cease to function as such at any time with respect to the Properties, or if it shall be dissolved, then the duties, powers and authority of the Review Board, insofar as construction in or development of the Properties is concerned, shall become vested in and exercised by an Architectural Control Committee to be composed of the Trustees of the Association or such person or persons as the Trustees may appoint and designate to act for them in this regard.

ARTICLE VIII

Utilities

Section 1. Electric Service. An electric distribution system will be installed within Stoney Creek Subdivision, The Owner of each Lot in Stoney Creek shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground or aboveground (as the case may be) service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the Townhouse constructed on such Owner's Lot. Aboveground and underground service will be available in certain areas of the Stoney Creek Subdivision. In those particular areas wherein the underground service is

179-12-1997

179-19-0501

maintained in the Underground Residential Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase 120/240 volt, three (3) wire, sixty (60) cycle alternating current.

Section 2. Water Service. Water service to the Properties shall be provided by the City of Houston, Texas, by way of water mains to be owned, operated, maintained and repaired by the City, and to the individual Lots and the Common Properties by way of distribution lines to be owned, operated, maintained and repaired by the Association between the point of connection to the city water mains and the point where the pipe penetrates the property line of each Lot. It shall be the responsibility of each Owner to maintain and repair the portion of the water line situated on his Lot.

Section 3. Sanitary Sewer Service. Sanitary sewer service shall be provided to each Lot and to the Common Properties by means of sanitary sewer collection lines within the Properties to be owned, operated, maintained and repaired by the Association, and which shall connect to the main sanitary sewer lines of the City of Houston, Texas. It shall be the responsibility of each Owner to maintain and repair the portion of the sanitary sewer line which is situated on his Lot.

Section 4. Telephone Service. Telephone Service shall be available to each Lot and the Common Properties by way of underground or aboveground (as the case may be) cables which shall be installed, owned and maintained by the telephone company. The Association shall be authorized and empowered to grant such specific easements, in, under, on or above the Common Properties as the telephone company may require to furnish such service.

Section 5. Storm Sewers. Storm sewers in the Common Property for the drainage of surface waters shall be owned, operated, maintained and repaired by the Association.

179-12-1998

ARTICLE IX

179-19-0502

Utility Bills, Taxes and Insurance

Section 1. Obligation of the Owners:

- (a) Each Owner shall have his separate electric meter and shall directly pay at his own cost and expense for all electricity, telephone service, water and other utilities used or consumed by him on his Lot.
- (b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.
- (c) Each Owner shall be responsible at his own cost and expense for his own property insurance on his Townhouse and contents thereof, and his additions and improvements thereto, including decorations, furnishings, and personal property therein; and also for his personal liability not covered by liability insurance for all Owners which may be obtained by the Association as part of the common expense in connection with the Common Properties.

Section 2 Obligation of the Association.

- (a) The Association shall pay as a common expense of all owners for all water, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties and Facilities in Stoney Creek.
- (b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon such Common Properties and the improvements and the property appertaining thereto.
- (c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the buildings and structures on such Common Properties and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended

coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Trustees, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with such Common Properties.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the Maintenance Fund as a common expense of all Owners.

ARTICLE X

Maintenance and Repairs

Section 1. By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his Townhouse and improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto, and also the private driveway and any sidewalks on the Common Properties which are appurtenant to his Townhouse.

The Association shall have no duty or obligation to any Owner in this regard.

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Properties and Facilities in Stoney Creek Subdivision and all parts thereof, including but not limited to, the Private Streets and Drives, landscaping, lawns, parking areas, buildings, (if any) and other improvements and the utility facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of the private driveway and any sidewalks on the Common Properties which are appurtenant to his Townhouse.

ARTICLE XI

179-19-0504

Building and Use Restrictions

Section 1. Residence Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed or altered on any Lot other than single family houses which shall not exceed three (3) stories in height, or contain less than sixteen hundred (1600) square feet of living area exclusive of open or screened porches, terraces, patios, driveways and garages. Each Townhouse shall have a garage on the Lot accommodating at least two (2) cars. No such garage shall ever be changed, altered, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. All Owners, their families tenants and contract purchasers shall to the greatest extent practicable utilize such garages for the garaging of vehicles belonging to them and shall not park such vehicles on the Private Streets and Drives, or in the guest parking spaces.

Section 2. Townhouse Design. The Townhouses to be built on the Lots shall be of the townhouse and/or patio home design. If they are constructed as attached Townhouses, there shall be no visible open space between houses on adjoining Lots or building sites. If party walls are used, they shall be subject to the provisions of the following Section. If party walls are not used in the townhouse design, then the exterior of the side walls shall be one (1) inch from the dividing line between Lots, and to create the appearance of attached houses, the two-inch space between Townhouses at the front and rear elevations shall be caulked or sealed with suitable material so that there shall be no visible open space between Townhouses. The space between roof lines or the roof line of one attached Townhouse and the wall of another shall be capped with flashing material, or otherwise covered in accordance with good construction practices, to prevent water from falling between Townhouses.

Section 3. Party Walls. Party walls, where used, shall in all cases meet the requirements of the City of Houston Building Code or any other applicable code, and other applicable ordinances, rules

or regulations of the City of Houston or any of its departments. Each party wall shall be placed on the dividing line between Lots, and to the extent not inconsistent with any of the provisions hereof, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If a wall which is intended as a party wall is through construction error situated wholly on one Lot instead of on the dividing line between Lots, such wall shall nevertheless be deemed a party wall for joint use by adjoining Lot Owners. Reciprocal easements are hereby created and shall exist upon and in favor of Owners of adjoining Lots for the maintenance, repair and reconstruction of party walls and the foundation footings, piers and beams supporting the same. Each Owner sharing a party wall shall also be deemed to covenant and agree and shall be bound as follows:

- (a) The cost of usual and ordinary reasonable repairs and maintenance of a party wall shall be equally shared by the Owners who make use of such wall.
- (b) If a party wall is destroyed or damaged by or as a result of any force, act, event or occurrence which is not caused or brought about by the negligence of any Owner sharing such party wall, or if caused or brought about by the negligence of both, then either Owner who has used the party wall may restore it and the adjoining Owner shall contribute one-half ($\frac{1}{2}$) the cost of such restoration. However, if a party wall is destroyed or damaged as a result of any negligent act or omission on the part of one and not the other Owner sharing such party wall, then either Owner may restore such party wall and the Owner at fault shall pay or contribute the whole cost of such restoration.
- (c) Notwithstanding any other provisions of this Section, an Owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (d) The right of any Owner to contribution from any adjoining Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (e) In the event any dispute arises concerning a party wall, or under the provisions of this Section, the same shall be resolved and settled through the process of arbitration. Each party to the dispute shall choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator, and the

decision of a majority of the arbitrators shall resolve and settle the dispute and shall be binding upon all parties to the arbitration. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Board of Trustees of the Association shall select an arbitrator for the refusing party.

Section 4. Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families. No Lot shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a residence, whether for profit or not.

Section 5. Temporary and Other Structures. No structure of a temporary character, trailer, mobile or motor home, modular home, tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence house shall be moved upon any Lot from another location; except, however, that during the construction and sales period of the houses, a builder may, upon obtaining permission of and on conditions specified by the Review Board, erect and maintain such temporary structures on any Lot as is customary in connection with the construction and sale of houses, including, without limitation, a temporary office building, storage area, signs and sales office. A builder shall also have the temporary right to use a house as a temporary office or model home during the period of and only in connection with his construction and sales operations in the Properties, but in no event for more than a period of one (1) year from the date of substantial completion of his last house in the Properties.

Section 6. Private Driveways and Sidewalks. If the plans and specifications provide for and the Review Board approves any sidewalk, the same shall also be constructed, at no cost or expense to the Association, at the time the house is constructed, and all such sidewalks shall have a concrete finish. Such driveway, and any such sidewalks, shall be repaired and maintained at the sole cost and expense of the Owner of the Townhouse to which such driveway and any such sidewalk are appurtenant. An easement over and across the Common

179-19-0507

179-12-2003

Properties is hereby created and established for the use, construction, repair and maintenance of such driveway and any such sidewalks.

Section 7. Antennas. Outside TV-FM antennas shall be allowed; however, no antenna shall be erected as a free-standing structure. All antennas must be attached to the Townhouse and be erected so as to minimize their view from the street side of the Townhouse. Short wave and/or other radio antennas shall not be installed or constructed within the Properties.

Section 8. Fences. All fences must be approved by the Review Board prior to installation and thereafter maintained in a neat and presentable manner at all times.

Section 9. Particular Landscaping. At the time a Townhouse is constructed, the builder or Owner shall, at no cost or expense to the Association, also landscape the open area between the dwelling and the adjacent street, exclusive of driveway and sidewalk surfaces. This landscaping shall conform to the overall landscape scheme for the Properties, and upon completion of such landscaping it may thereafter be cared for and maintained as a common expense by the Association. The Association is hereby granted an easement for the purpose of caring for and maintaining the portion of such landscaped area within any Lot between the Townhouse and the Common Properties on the street side of each Lot.

Section 10. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or other portion of the Common Properties.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Properties except as follows:

(a) Builders or Owners may display one (1) sign of not more than six (6) square feet on any unimproved or improved Lot to advertise the Lot and any Townhouse situated thereon for sale during the construction and/or sales period.

(b) For so long as Declarant shall own any Lot in the Properties, no sign of any kind may be displayed or suffered to be displayed to public view on any Lot by any Owner unless and until the size, shape and subject matter thereof shall have been approved in

writing by the said Declarant, which shall have the sole discretion to approve or disapprove the display of any such sign. At such time as Declarant shall no longer own any Lot in the Properties, the Board of Trustees of the Association thereupon shall succeed to the right to approve or disapprove, in its sole discretion, the display of any such sign. The Association shall have the right to remove any sign, billboard or other advertising structure or device which is placed on any Lot in violation of this Section and to recover all costs of such removal from the responsible party. The Association shall not be subject to any liability or claim for trespass or other tort in connection with or arising from such removal.

Section 12. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on any portion of the Common Properties, except that dogs, cats or other common household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes. All permitted house pets shall be kept inside the house and enclosed patio area except that pets may be taken to common areas approved by the Association if such pets are leashed when outside the house.

Section 13. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 14. Garbage and Refuse Disposal. All Lots and the Common Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Properties shall be used or maintained as a dumping ground for garbage, trash, rubbish or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers with tightly fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. There is hereby reserved in favor of the Association the determination of the method of garbage disposal, that is whether it shall be through public authority or through private garbage disposal service. No garbage, trash, rubbish, debris or other waste matter of any kind shall be burned on any Lot.

Section 15. Parking Areas. The portions of the Common Properties designated for parking of vehicles are for the temporary use of Owners and their guests, visitors and invitees. No boat, trailer, camper, motor home, mobile home or inoperative or unlicensed car shall be

179-12-2005

parked on any such parking area or other portion of the Common Properties, or on any Lot except when parked inside a garage and screened from view.

179-19-0509

Section 16. Use of Common Properties. There shall be no obstruction of any part of the Common Properties, which are intended to remain unobstructed for the reasonable use and enjoyment thereof, nor shall anything be done or kept on the Common Properties which would increase the rates or result in the cancellation of any insurance relating to the Common Properties or any part thereof. No Owner shall appropriate any part of the Common Properties to his exclusive use, except for the required and/or approved driveways or sidewalks thereon which are appurtenant to his house, nor shall any Owner do anything which would violate the easements, rights and privileges of any Owner in regard to any portion of the Common Properties which is intended for the common use and benefit of all Owners. Except as may be herein required or permitted, no Member shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any of his personal property on the Common Properties or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the Common Properties in violation of the provisions of this Section and to recover the cost of such removal from the party responsible.

Section 17. Clothes Drying. Open air drying of clothes shall not be permitted.

Section 18. Septic Tanks. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot or other portion of the Properties.

Section 19. Combining Lots or Portions of Lots. Any person owning two or more adjoining Lots, or portions of two or more such Lots, may with the prior approval of the Association and the Review Board consolidate such Lots or portions thereof into a single building location for the purpose of constructing one (1) house (the plans and specifications therefor being approved as hereinabove set forth) and such other improvements as are permitted herein. No Townhouse may be erected on less than one whole Lot, unless the prior written approval of the Association and the Review Board shall have been obtained.

179-12-2006

Section 20. Storage. Garbage cans or containers, recreational equipment, boxes, cartons, tools, and like equipment may be stored in carports or garages, provided that the same are screened from public view in a manner acceptable to the Association and the Review Board and not allowed to accumulate therein.

179-19-0510

ARTICLE XII

General Provisions

Section 1. Duration. The rights, use easements and privileges of the Owners and all other easements in or to the Common Properties and all other terms, covenants, conditions and provisions of this Declaration shall be deemed to be covenants running with the land and shall be of perpetual duration, except that:

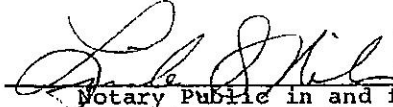
The provisions for Architectural Control set out in Article VII above and the Building and Use Restrictions set out in Article XI above (excepting Section 16 which shall be of perpetual duration), and the provisions for the Maintenance Charge Assessments set out in Article VI above (other than in respect to the maintenance and repair of the Private Streets and Drives in which respect and for which purpose the maintenance charge shall be of perpetual duration), shall run with the land and be in effect for an initial term of thirty-five (35) years from the date this Declaration is filed for record, after which time they shall be automatically extended for successive periods of ten (10) years each unless within five (5) years prior to the expiration of the initial or any extended term the same are amended, changed or terminated in whole or in part by a written agreement signed, acknowledged and filed for record by the then Owners of at least 75% of the Lots in Stoney Creek, in which case such agreement shall take effect upon the expiration of the term then in effect.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce by proceedings at law or in equity all restrictions, covenants, conditions, reservations, liens, charges and assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Edward P. DeZuallac, President of PLAMAS PROPERTIES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

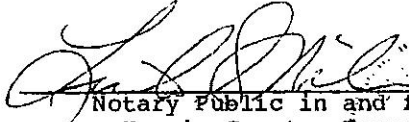
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of January, 1978.


Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared BRIAN E WILSON, 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 purposes and consideration therein expressed.


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of January, 1978.


Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John Odom of Odom Construction, 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 purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of January, 1978.


Notary Public in and for
Harris County, Texas


189-07-0038

187-17-1337

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared William B. Carroll, 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 purposes and consideration therein expressed.

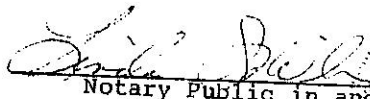
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of January, 1978.


Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Brian E. Wilson, 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 purposes and consideration therein expressed.

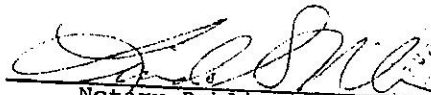
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of January, 1978.


Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Thomas E. Carter of Tom Carter 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 purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of February, 1978.


Notary Public in and for
Harris County, Texas

187-17-1338

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Larry D. Lyons of Larry Lyons Building Company, 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 purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of February, 1978.

[Signature]
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Howard Purvis, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of February, 1978.

[Signature]
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1978.

[Signature]
Notary Public in and for
Harris County, Texas

RETURN TO:
TRANSAMERICA TITLE INSURANCE COMPANY
JULIUS MELCHER STATION
HOUSTON, TEXAS 77027

[Handwritten initials]

THIS INSTRUMENT IS BEING RE-RECORDED TO REFLECT CORRECT ACKNOWLEDGEMENTS.

Amend

THIRD AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR STONEY CREEK
(A RESIDENTIAL SUBDIVISION)

ll

11
D

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AMENDMENT, made on the date hereinafter set forth by Stoney Creek Community Association, Inc., hereinafter referred to as the "Association".

WHEREAS, a Declaration of Covenants and Restrictions was previously executed and caused to be filed in the Official Public Records of Real Property of Harris County, Texas, dated October 28, 1977, under Clerk's File Number F349531, and rerecorded under Clerk's File Number F364451; and

WHEREAS, the Declaration was amended in certain respects by an instrument entitled First Amendment to Declaration of Covenants and Restrictions for Stoney Creek dated October 28, 1977, filed for record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Number F485588; and

WHEREAS, the Declaration was amended in certain respects by an instrument entitled Second Amendment to Declaration of Covenants and Restrictions for Stoney Creek dated January 3, 1979, filed for record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Number F485589; and

WHEREAS, the Association now desires to again amend certain portions of said Declaration and has obtained the joinder of a majority of the owners of lots in Stoney Creek Subdivision;

NOW THEREFORE, NOW ALL MEN BY THESE PRESENTS:

That the Declaration is hereby amended as follows:

1. Article XI, Section 12. Animals. No Animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Common Properties, except that dogs, cats, or other common household pets (not to exceed three (3) adult animals) may be kept, but shall not be bred or kept for commercial purposes. All permitted household pets shall be kept inside the house and enclosed patio area except that pets may be taken to common areas approved by the Association if such pets are leashed or under the control of the owner or caretaker, when outside the house.
2. Article XI, Section 11. Signs. No signs of any kind shall be displayed to the public view on any Lot except as follows:
 - (a) Builders or Owners may display one (1) sign of not more than six (6) square feet on an unimproved or improved Lot to advertise that the property is for sale or lease and is open for viewing ("Open House") provided however:

RETURN TO
STONEY CREEK CA
5930 STARZLANE #A
HOUSTON TX 77057

"In the event Declarant or any owner elects to use any lot previously platted as a building site under the plat of Stoney Creek for purposes other than the construction of a townhome thereon including, without limitation, the use of same for a parking area or swimming pool, then said lot so used shall not be treated as a lot under this Section, to the end that no assessment shall be made against same under this Section, nor shall such lot be entitled to a vote under Article IV. It shall not be necessary for such lot to be deeded to the Stoney Creek Community Association, Inc. to receive the benefits of this paragraph, but the treatment provided for herein shall cease, and assessments be reinstated against same, from the date that the use of such lot for purposes other than the construction of a townhome thereon ceases."

3. The property description contained in Exhibit A to the Declaration is hereby amended to expressly include Lots 13, 14, 15, 16, 17, 18, and 24 as shown on the map or plat of Stoney Creek, to the end that said lots are included in and subject to the provisions of this Declaration, and the exclusion of said lots from the property description in the original Declaration is hereby declared void and of no force and effect.

IN WITNESS WHEREOF, this instrument is executed by the various parties on the dates contained in the acknowledgements of each party's signature, but effective the 28th day of October, 1977.

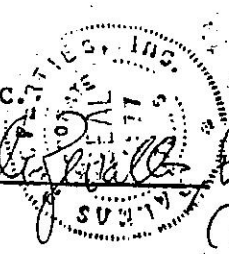
Jed
ve
blaw
GLD
JP
YDD

DECLARANT

PALMAS PROPERTIES, INC.

BY

Edward P. ...
Director
(8)
20



LIENHOLDER

MALLARD PROPERTIES, INC.

BY

James M. ...

187-17-1331

189-07-0030

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Edward P. Drzewalski, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of January, 1978.

[Signature]
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Brian E. Wilson, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of January, 1978.

[Signature]
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John Odom of Odom Construction, 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 purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of January, 1978.

[Signature]
Notary Public in and for
Harris County, Texas

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N: F118 2006640 309406112 \$11.00

Amended

THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR STONEY CREEK (A RESIDENTIAL SUBDIVISION)

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THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS AMENDMENT, made on the date hereinafter set forth by Stoney Creek Community Association, Inc., hereinafter referred to as the "Association".

WHEREAS, a Declaration of Covenants and Restrictions was previously executed and caused to be filed in the Official Public Records of Real Property of Harris County, Texas, dated October 28, 1977, under Clerk's File Number F349531, and rerecorded under Clerk's File Number F364451; and

WHEREAS, the Declaration was amended in certain respects by an instrument entitled First Amendment to Declaration of Covenants and Restrictions for Stoney Creek dated October 28, 1977, filed for record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Number F485588; and

WHEREAS, the Declaration was amended in certain respects by an instrument entitled Second Amendment to Declaration of Covenants and Restrictions for Stoney Creek dated January 3, 1979, filed for record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Number F485589; and

WHEREAS, the Association now desires to again amend certain portions of said Declaration and has obtained the joinder of a majority of the owners of lots in Stoney Creek Subdivision;

NOW THEREFORE, NOW ALL MEN BY THESE PRESENTS:

That the Declaration is hereby amended as follows:

1. Article XI, Section 12, Animals. No Animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Common Properties, except that dogs, cats, or other common household pets (not to exceed three (3) adult animals) may be kept, but shall not be bred or kept for commercial purposes. All permitted household pets shall be kept inside the house and enclosed patio area except that pets may be taken to common areas approved by the Association if such pets are leashed or under the control of the owner or caretaker, when outside the house.
2. Article XI, Section 11, Signs. No signs of any kind shall be displayed to the public view on any Lot except as follows:
 - (a) Builders or Owners may display one (1) sign of not more than six (6) square feet on an unimproved or improved Lot to advertise that the property is for sale or lease and is open for viewing ("Open House") provided however:

505-98-1638

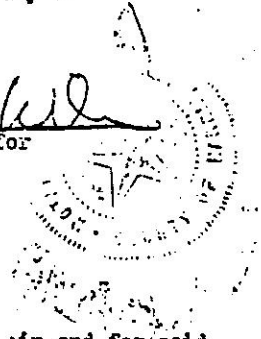
RETURN TO
STONEY CREEK C/A
5930 STARLINE #A
HOUSTON TX 77057

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Larry D. Lyons of Larry Lyons Building Company, 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 purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of February, 1978.

[Signature]
Notary Public in and for
Harris County, Texas

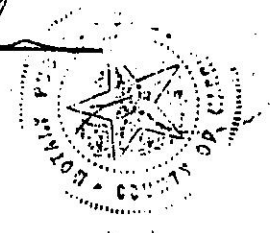


THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Howard Purvis 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND SEAL OF OFFICE this the 2nd day of February, 1978.

[Signature]
Notary Public in and for
Harris County, Texas



THIS INSTRUMENT IS BEING RE-RECORDED TO REFLECT
CORRECT ACKNOWLEDGEMENTS.

THENCE N 11° 30' 00" E 26.00 feet continuing along the said Easterly line of Whispering Oaks Subdivision, Section 6, to a point for corner;

THENCE N 32° 59' 00" E 101.02 feet continuing along the said Easterly line of Whispering Oaks Subdivision, Section 6, to a point for corner;

THENCE N 19° 06' 00" E 90.80 feet continuing along the said Easterly line of Whispering Oaks Subdivision, Section 6, to a point for corner;

THENCE N 7° 51' 00" E 21.68 feet continuing along the said Easterly line of Whispering Oaks Subdivision, Section 6, to a point for corner;

THENCE N 10° 15' 00" W 71.00 feet continuing along the said Easterly line of Whispering Oaks Subdivision, Section 6, to a point for corner;

THENCE N 11° 30' 00" E 27.00 feet continuing along the said Easterly line of Whispering Oaks Subdivision, Section 6, to a point for corner;

THENCE N 25° 12' 00" E 28.06 feet continuing along the said Easterly line of Whispering Oaks Subdivision, Section 6, to a point for corner; said point also being the Northeast corner of the said Whispering Oaks Subdivision, Section 6 and also being the centerline of a ravine;

THENCE N. 27° 56' 21" E 8.45 feet along the centerline meanders of the said ravine to a point for corner;

THENCE N 23° 36' 00" E 44.50 feet continuing along the said centerline meanders of a ravine to a point for corner;

THENCE N 22° 26' 00" E 35.75 feet continuing along the said centerline meanders of a ravine to a corner;

THENCE N 14° 39' 27" W 13.02 feet continuing along the said centerline meanders of a ravine to a point in the South line of Lot 30 of Block 5, of Whispering Oaks Subdivision, Section 5, the plat of which is recorded in Volume 81, Page 45, of the Map Records of Harris County, Texas; said point being the Northwest corner of the herein described tract;

THENCE S 78° 30' 00" E 103.00 feet along the said South line of Lot 30, of Block 5, of Whispering Oaks Subdivision, Section 5, to the intersection with the West line of Hickory Ridge Subdivision, the plat of which is recorded in Volume 55, at Page 30, of the Map Records of Harris County, Texas, said point of intersection being the Northeast corner of the herein described tract;

THENCE S 0° 57' 30" E 908.62 feet along the said West line of Hickory Ridge Subdivision to the POINT OF BEGINNING, and containing 4.183 acres, more or less, of land, save and except the following lots as platted and shown on the map or plat of STONEY CREEK of record as aforesaid: Lots 13, 14, 15, 16, 17, 18 and 24.

189-07-0036

187-17-1335

"Notwithstanding any other terms or provisions herein contained, it is expressly understood and agreed that the provisions of this Declaration may be amended at any time and from time to time by Declarant with the written consent of the owners of a majority of the lots in Stoney Creek."

IN WITNESS WHEREOF, this instrument is executed by the various parties on the dates contained in the acknowledgments of each party's signature, but effective the 30th day of January, 1978.

DECLARANT:

PALMAS PROPERTIES, INC.

By Edward P. de Jure
Its President

ATTEST:

Brian E. Wilson
Its Secretary

OPOM CONSTRUCTION, INC.

BY: William B. Cabrol PRESIDENT

BRIAN E. WILSON

TOM CARTER HOMES, INC.

BY: Larry Lyons PRESIDENT

LARRY LYONS BUILDING COMPANY, INC.

BY: Howard Phrus PRESIDENT

HOWARD PHRUS

Handwritten initials and notes:
HP
bc
had
SPD
JDP

179-12-2008

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and the Lienholder, have executed this Declaration to be effective the 22nd day of October, 1977.

ATTEST:

Bernice E. Wilson
Secretary

PALMAS PROPERTIES, INC.

By: Edward P. de Zavallos
President

"DECLARANT"

ATTEST:

Blaine Hutchins
Secretary

MALLARD PROPERTIES

By: James H. McPherson
President

"LIENHOLDER"

ATTEST:

Barbara Burke
Asst. Secretary

REPUBLIC OF TEXAS SAVINGS ASSOCIATION

By: John R. Caverton
President

"MORTGAGEE/LIENHOLDER"

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Edward P. de Zavallos, President of PALMAS PROPERTIES, 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 purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed for said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of November, 1977.

Kolletsky
Notary Public in and for
Harris County, Texas
My commission expires 7-7-77

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James H. McPherson President of MALLARD PROPERTIES, 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 purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed for said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of October, 1977.

Elizabeth A. Crosby
Notary Public in and for
County, Texas
My commission expires 7-31-77

RECORDER'S MEMORANDUM:
This instrument is not satisfactory for photographic reproduction due to carbon or photo copy, blue-colored paper, etc., or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

179-19-0512