

FOURTH AMENDMENT OF DECLARATIONS OF
COVENANTS AND RESTRICTIONS FOR STONEY CREEK
(A RESIDENTIAL SUBDIVISION)

THE STATE OF TEXAS

COUNTY OF HARRIS

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

WHEREAS, a Declaration of Covenants and Restrictions (the "Declaration") was previously executed and filed in the Official Public Records 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 has previously been amended in three separate Amendments; and,

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

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Declaration hereby amended as follows:

1 Article I, Definitions.

The following will be ADDED as item (h) to the existing section:

" Inflation will be defined as the Consumer Price Index "

2 Article IV, The Association, Section 3, Trustees.

The following will be ADDED to the existing section:

“Any vacancy, for whatever cause, occurring in the board of trustees during the year shall be filled by appointment by the remaining Trustee or Trustees. The person or persons appointed by the remaining Trustee or Trustees to fill such vacancy shall serve until his successor is duly elected.

“Any non-recurring expenditures in excess of \$250, inflation adjusted from the date of this amendment, will require the approval of two trustees”

3 Article XI, Building and Use Restrictions, Section 1, Residences Buildings and Garages.

The following is ADDED to the existing Section 1:

“Subject to the provisions contained herein, a garage cannot be used for storage or any use that would preclude its use as a garage for two (of the current occupants) vehicles. The storing of certain materials is allowed under the following circumstances:

- (1) The storing of household goods in a garage is allowed for a period of 60 days from the date of first occupancy of the Townhouse by the owner or tenant.
- (2) The storing of household goods and building materials is allowed for a period of 90 days following the commencement of construction to the Townhouse. This period may be extended by the Trustees in the event of extensive damage to the Townhouse such as from fire or flooding.
- (3) The garage of the Townhouse is physically not large enough for the storage of both of the current occupant’s vehicles such that only one vehicle may be parked in the garage
- (4) In the event that the current owner, tenant, or occupant(s) of the Townhouse collectively have fewer than two vehicles parking on the Property, and no other occupant of the Townhouse is regularly parking vehicles on the Property, a portion of the garage may be used for temporary storage, as long as there is no permanent conversion of the garage for that purpose, as long as the one vehicle owned is actually parked in the vacant bay of the garage, and as long as the storage use is eliminated as soon as the owner, tenant, or occupant(s) have more than one vehicle parking on the Property.”

4 Article XII, General Provisions, Section 2, Enforcement.

The following is to be ADDED to the existing Section 2:

“Violations of any provisions of this Declaration may result in an Assessment on the Owner of the Lot of up to \$25 per day, inflation adjusted from the date of this amendment, for each day of the violation, as well as any and all costs of enforcing this provision incurred by the Association. Said penalties shall commence fifteen (15) days after written notification to the Owner of the violation.”

ALL OTHER provisions of the Declaration of Covenants and Restrictions including the aforementioned three previous Amendments shall remain in force and effect.

IN WITNESS WHEREOF, this instrument is executed by the Trustees of the Association who certify that the above Amendment was duly passed at a meeting of the Association on the ____ day of January 2019.

THE UNDERSIGNED OWNER AGREES TO THE ABOVE AMENDMENT AND IS HEREBY SIGNING BELOW VOTING AFFIRMATIVELY THAT IT BE ADOPTED AT THE NEXT ANNUAL MEETING OF THE HOMEOWNER’S ASSOCIATION, AND THAT THIS AFFIDAVIT BE VOTED IN FAVOR OF THE AMENDMENT, WHETHER OR NOT THE OWNER ACTUALLY ATTENDS THAT MEETING.

NAME

SIGNATURE

DATE

PROPERTY ADDRESS