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Restr.

**RESTRICTIONS FOR ROCKY CREEK ESTATES**

20070598532  
10/02/2007 RP1 \$64.00

*me*

WHEREAS, by instrument dated October 2, 2007 Hubert H. Vestal, President of Rocky Creek Land Development, Inc. imposed certain restrictions on the following described tract of land:

That certain real property described as 92.06 acres out of the A. Gulliver Survey, A-287, of Harris County, Texas, being the same property conveyed to Rocky Creek Land Development, Inc. by Barbara Wilkerson and Karen Vestal, further described as Exhibit "A" attached hereto.

WHEREAS, Rocky Creek Land Development, Inc., the developer of Rocky Creek, deems it in the best interest of itself and of other future owners of land in Rocky Creek, to recite in a single instrument all of the uniform restrictions applicable to the land in Rocky Creek as of the date of the recording of this instrument;

NOW, THEREFORE, the undersigned Developer and owners of title to all of the lots and reserves in Rocky Creek, hereby place the following reservations, restrictions and covenants to apply uniformly to the use, occupancy and conveyance of all lots in Rocky Creek, and each contract or deed which may be hereafter executed with regard to any of the lots in said Rocky Creek, shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements as though set out in full or by reference in said contract or deed.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to ROCKY CREEK PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, to be incorporated under the laws of the State of Texas, its successors and assigns.

Section 2. "The Property" or "The Properties" shall mean and refer to that certain 92.06 acre tract of land hereinabove described and commonly known as ROCKY CREEK.

Section 3. "Lot" shall mean and refer to one of those tracts of land located within Rocky Creek, a platted subdivision, as shown on the map or plat thereof, recorded in HCFC 615041, HCCF 20070515582 of the Map Records of Harris County, Texas.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Restrictions" shall mean and refer collectively to the covenants, conditions and restrictions, reservations, easements, liens and charges imposed by or expressed in these and prior recorded Restrictions.

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Section 6. "Board of Directors" shall mean and refer to the duly elected Board of Directors of the Association.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Easements" shall mean and refer to the various utility easements or other easements of record, those shown on the map or plat of the subdivision and such other easements as are created or referred to in these Restrictions.

Section 9. "Architectural Control Committee" shall mean and refer to that committee appointed by the Board of Directors of the Association, consisting of not less than three (3) members, who all shall be members of the Association, and who shall have the full authority to approve or disapprove plans, specifications, and plot plans submitted for review, or to designate a representative with like authority.

Section 10. "Common Area" or "Common Property" shall mean and refer to any and all real or personal property in which title is vested to the Association.

Section 11. "Deed Restriction Committee" shall mean and refer to that committee appointed by the Board of Directors of the Association, who need not be members of the Association, to assist the Board of Directors in the enforcement of restrictions and covenants stated herein.

## ARTICLE II

### ROCKY CREEK PROPERTY OWNERS ASSOCIATION, INC.

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality hereof, the Association shall have the duty, power and obligation to discharge those functions necessary to assess, collect and administer the Annual Assessments and other charges provided for herein for the property owners. Such assessments shall be used solely for the enforcement of restrictions and covenants, the maintenance and beautification of the common and public areas within and surrounding the subdivision and for any other use approved by the Board of Directors of the Association (and voting members of the Association as provided herein) as being in the best interest of the property owners.

Section 2. Membership. All property owners in Rocky Creek shall be members of Rocky Creek Property Owners Association, Inc., (the "Association") and shall be bound by these Restrictions, the Bylaws of the Association and the Rules and Regulations promulgated by the Board of Directors of the Association. The Association shall have the powers and obligations of performing the duties set forth under these Deed Restrictions and any Articles of Incorporation and/or Bylaws of such Association.

Section 3. Non-Profit Corporation. ROCKY CREEK PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, will be organized, and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

**ARTICLE III**  
**BUILDING PERMITS AND ARCHITECTURAL CONTROL**

Section 1. No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements have been approved in writing by the Association, the Architectural Control Committee or their designated representative. Plans and specifications for new structures, or additions or alterations to existing structures, shall include indications as to use, quality of workmanship and materials, and location with respect to topography and finish grade elevation. The exterior design of new structures and additions and alterations of existing structures shall be in harmony with the external and structural design and quality of existing structures, and in conformity with the esthetics and values of the neighborhood. Plans and specifications shall be submitted, in writing, to the President or Vice President of the Association, who shall forward the plans and specifications to the Architectural Control Committee for consideration. If the plans and specifications have not been approved or rejected, in writing, by the Architectural Control Committee within thirty (30) days from the date of submission, then said plans and specifications shall be deemed to be approved and all requirements under this paragraph complied with. Any alteration or amendment of approved plans and specifications shall be submitted for approval in the same manner as submission of original plans and specifications. Notice of approval or disapproval shall be delivered in person or by mail, addressed to the Owner's address set forth in the request for approval, and said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the Association or Architectural Control Committee, so long as exercised in good faith, shall in all things be final and conclusive.

Section 2. No building or structure shall be erected with its main body nearer than fifty (50) feet from the street (right-of-way) on which the lot fronts. No residence or outbuilding shall be erected nearer than twenty-five (25) feet to the side street lot line. No building or structure shall be erected on any lot nearer than fifteen (15) feet, including roof overhang, from any interior lot line. All garages, carports, and outbuildings shall conform to the architecture of the residence on the same lot.

Section 3. All dwellings erected on any residential lot shall have a ground floor interior living area of not less than 1,800 square feet, unless otherwise approved by the Architectural Control Committee or other designated representative. No building or structure shall be occupied or used until the exterior thereof is completely finished. All outbuildings must be approved in writing by the Architectural Control Committee, according to the procedures established in Article III, Section 1.

Section 4. Construction: All designs and materials used in the exterior construction of any residence or other structure must be approved by the Architectural Control Committee or its designated representative before any structure may be erected and only new construction materials shall be used except for used brick. The exterior of all main structures shall consist of a minimum of 50% of brick, stone, stucco, or other approved masonry material. No concrete blocks used in the construction of walls shall be visible from the exterior of said construction and all buildings shall be built on a slab, solid concrete beam foundation, or a solid, continuous concrete block foundation filled with concrete and engineered to FHA standards. Solid block foundations must be finished on the exterior and concealed from view on the front and sides with landscaping. No raised foundations

consisting of beams placed on individual concrete blocks are allowed. The first floor of every home must be at least 12 inches above the elevation of the street in front of the structure. Roofing materials and design of porches, carports, outbuildings, and garages are included in the architectural control requirements as described herein. Garages are to be side loading only unless the garage doors are located behind the rear wall of the main house structure. Composition shingle roofs are to be constructed of Stain Guard quality shingles or better. In no event shall any old house or building be moved on any lot or lots in said subdivision. The exterior construction of any kind and character, be it in the primary residence, garage, porches, or appendages thereto shall be completed within nine (9) months after the start of foundation. No window air conditioners will be installed or permitted. Windows, with the exception of upper panels of palladium windows, shall be covered on the interior of said Units by blinds, shades, drapes, or other appropriate window coverings and shall not be covered with sheets, bedspreads, newspaper or foil. All garage doors of Units shall be closed except when opened temporarily for ingress and egress. Swimming pools are subject to approval by the architectural control committee and must be located in the rear yard of homes.

Section 4 (a) Access. No driveways or roadways may be constructed on or across any lot in said property that will furnish access to any adjoining lots or property unless the lots are owned by the same owner and the combined lots are used as his residence.

Section 4 (b) Driveways. All driveways must be paved with concrete before any new house may be occupied.

Section 4 (c) Culverts. The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) in said property must be approved by the Architectural Control Committee and in no event shall any such drain tile or culvert have an inside diameter of less than eighteen (18) inches or be less than specified by County or POA engineering specifications

Section 4 (d) Utilities. Each and every residence shall be required to connect to the water lines, furnished by the Water Utility Supply Corporation as designated by Rocky Creek Land Development, Inc., or its successors and/or assigns. Discharge of any material (other than clean, potable water) onto the property, including brine or saline discharge from water systems is prohibited. No external radio or television mast, tower, pole, wire, aerial or antenna, or appurtenances thereto shall be maintained on the exterior of any Dwelling or on any other portion of any Lot except one (1) satellite receiving dish, not to exceed twenty four inches (24") in diameter, may be placed on the property. Under no circumstances may this dish be placed higher than the bottom of the roof line on the Dwelling. Wherever possible, the dish must be located so as to screen its appearance from any abutting street. No electrical machinery, devices or apparatus of any sort shall be used or maintained on any Lot which causes interference with the normal television or radio reception of any other resident. Propane or other natural gas tanks may be installed behind a home for residential use provided they are screened from view of the street. All utility connections from the primary residence to outbuildings shall be underground and installed in compliance with county regulations.

Section 4 (e) Re-subdivision. No lot may be split or divided without the written approval of the Rocky Creek Property Owners Association, Inc., and any subdivision of a lot may not result in a contiguous tract of less than one-half acre.

Section 4 (f) Sanitary Sewer Requirements. All construction plans must include provisions for sanitary sewer service to all structures that will have water service and drains. This includes (but is not limited to) outbuildings, garages, pool cabanas, and studio/workshops. All sanitary sewer systems must be approved and permitted by Harris County and be kept in good working condition at all times. The subdivision has filed an On-Site Sewer Facility Feasibility Report with Harris County as part of its development process which specifies the types and sizes of sanitary sewer systems

acceptable in Rocky Creek.

Section 4 (g) Mailboxes. The Developer will provide centralized mailboxes. No individual mailboxes will be permitted. Residents are to check mailboxes on a regular basis frequently enough to keep the boxes clear and serviceable.

#### ARTICLE IV USE RESTRICTIONS

Section 1. Lots for Single Family Dwellings: All lots in Rocky Creek shall be known and designated as "residential lots" and shall be used for single family residential dwelling purposes only. No dwellings shall be erected, altered, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for the use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourist courts or tourist cottages or as places of abode for transient persons. One additional structure is permitted per lot of no more than 900 square feet of living area to be used as a guest house or quarters. This additional structure may not be rented to the public, but must be used by the primary residence owner for personal use.

Section 2. Residential Use Only: Residences shall not be used to conduct any business that invites the public or customers to the residence to conduct business, or that permits or requires other than family members to regularly enter the property, or that requires the storage of any supplies, property or material in or around the real estate visible from the street, or that creates a public or private nuisance.

Section 3. Garbage and Trash Disposal. Garbage and trash shall be disposed of at least once a week. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers and the containers shall be kept out of site and screened from the street except when placed curbside for pickup. Containers shall not be placed curbside for pickup before 6:00 PM on the evening prior to scheduled pickup and be removed not later than 10:00 PM the day of scheduled pickup. All trash compactors or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right-of-way. Tree limbs and other heavy trash shall not be allowed to accumulate on the property for more than 48 hours and be removed from the property at the property owners expense.

Section 4. Nuisances. No activity or situation, whether for profit or not, shall be permitted to exist on any lot, which is not related to single family residential purposes. No noxious or offensive trade or activity shall be carried on or maintained on any lot in said property, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood. The Board of Directors has the right to determine what constitutes a nuisance and their judgment, as long as exercised in good faith, shall be conclusive and final. Any outside drying of clothes must be screened from public view. Composting bins must be located and maintained in such a way that no odors are detectable from neighboring properties, and the bins must be maintained so that they are not unsightly or unkempt. The term "nuisance" shall also include all those items defined as such in

the Harris County Neighborhood Nuisance Abatement Procedures, adopted by Harris County Commissioners Court, effective June 1, 1989.

Section 5. Parking of Vehicles. No commercial vehicles, or trucks larger than one (1) ton may be parked on lots or permanently kept on property. Passenger cars and trucks with commercial advertising must be parked in a garage if kept on the property overnight. Motor vehicles without current license and registration, junk or wrecking yards, and automobiles, trucks or other vehicles used for parts are strictly prohibited. Motor homes, boats, bicycles, tricycles, campers, trailers or any recreational equipment stored on lots must be kept in a garage or stored behind the residence and be screened from public view. Any variations must be approved by the Deed Restriction Committee, whose decision may be appealed to the Board of Directors of the Association. No vehicles may be parked on the roads except for visitors who may temporarily park on the road. Overnight parking on roads is prohibited. All cars and trucks kept on lots must be stored in a garage or parked on driveways. No vehicles shall be parked on unpaved areas of lots. Only motorized vehicles licensed and registered for legal use on public streets may be operated on subdivision streets.

Section 6. Easements. Certain easements are reserved over and across lots in said property for the purpose of furnishing and/or the movement of electric power, water, sewage, drainage, telephone and cable services in and through said property. All contracts, deeds and conveyances of any of said lots, or portion thereof, are hereby made subject to such easements. Such easements also include the right to remove all trees within the easements. All such easements further include the right to trim overhanging trees and shrubs located on the property belonging to or being a part of said property.

Section 7. Temporary Structures and Residences. No trailer, mobile home, tent, shack, or barn shall be moved upon or built upon any lot in the Property, nor shall any garage or other out building be used as a temporary or permanent residence in the Property. No inflatable yard toys, above ground pools, or other miscellaneous items may be left in yards visible from the street overnight.

Section 8. Animals. No horses, cows, poultry or livestock of any kind other than household pets, may be kept on said property. No lot in said property shall be used for the commercial breeding and feeding of any animals or birds. All pets must be kept in a fenced area or on a leash when outside of a residence. No pets shall be allowed to run loose on the property. All dogs and cats, when outside, must wear a collar with tags identifying the property owner and home address.

Section 9. Fences and Plants. No fence or wall shall be located between the Street and the Building Line. All fences shall be built from masonry or wood (or faux wood) materials, use only new materials and maintained so as to appear neat and presentable at all times. Broken and damaged boards are to be replaced. Fence design and construction is included in the architectural control procedure as described herein. Hedges or shrubs less than ten (10) feet in height may be located between the Street and Building Set Back Line and must be maintained neat and trim at all times. Trees which may reach a height of 30 or more feet at maturity may be planted anywhere on the lot outside of easements. Fences located behind the rear wall of homes on lots that adjoin the recreational reserve may not be solid wooden fences, but must be ornamental iron, steel, aluminum or vinyl so as to maintain the view aspects of the recreational reserve.

Section 10. Signs. No signs of any kind shall be displayed to the public view on any tract or lot except one sign advertising the property for sale by the owner or builder, or signs used by a builder to advertise the property during the construction and sales period, or signs approved by the Architectural Control Committee. Nothing contained in these covenants shall prevent the Developer, or any person designated by the Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model homes, and other structures as the Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 11. Firearms/Fireworks. The use or discharge of firearms, including (but not limited to) air powered guns, and the use or discharge of fireworks is expressly prohibited within the property.

Section 12. Materials Stored On Lots. No building material or debris of any kind shall be placed or stored upon any lot except during construction.

Section 13. Maintenance of Lots. The owners of any lot or lots shall have the duty of and responsibility for keeping the premises, buildings, improvements, appurtenances and all landscaping thereon, in a well maintained, safe, clean, neat and attractive condition. For homes, this includes mowing and trimming of all grass and shrubs. If, in the opinion of the Deed Restriction Committee, any such owner is failing in this duty and responsibility, the Committee may elect to give notice of such fact to such owner, who shall undertake the care and maintenance required to restore said owner's lot to a safe, clean, neat and attractive condition. If the owner of the lot fails to do so within ten (10) days after written notice shall have been given, the Association shall have the right and power to perform such care and maintenance, and the owner shall be liable for the cost thereof. The owner has the right to appeal the Deed Restriction Committee's decision to the Board of Directors of the Association, within the ten (10) day period after receipt of the notice. Expenses incurred for mowing of lots will be billed to the owner at a minimum cost of \$35.00 per mowing. The property owner shall be obligated to pay the cost of all maintenance within thirty (30) days, the payment of which is secured by the continuing lien which secures the Annual Assessments as herein provided, and which is enforceable in the same manner as the lien securing the Annual Assessment. Entrance to the property in order to perform necessary maintenance, by an authorized contractor or representative of the Association, shall not be deemed to constitute trespassing.

In the event of a partial loss, or damage or destruction resulting in less than total destruction of a residence, the individual owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual owner determines not to rebuild or to reconstruct, the individual owner shall clear the lot of all debris (including the slab or other foundation and related plumbing) and return it to substantially the natural state in which it existed prior to the beginning of construction. Said lot shall be regularly cut and maintained in a safe, clean, neat and attractive manner.

ARTICLE V  
MAINTENANCE FUND

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed therefore, whether or not it shall be expressed in such Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided shall be charged on the land and shall be secured by a continuing Lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Rocky Creek Estates, and for the improvement and maintenance of any Common Area.

Section 3. Maximum Annual Assessments. Beginning January 1 of the year 2008, the maximum annual assessment shall be \$200.00 per lot.

(A) From and after January 1, 2009, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1, 2009, the maximum annual assessment may be increased above 3% by a majority vote of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of 66 2/3% of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3(B) and/or 4 of



Article V. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(B) and/or 4 of Article V shall be sent to all members not less than 14 days, nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty-three percent (33%) of all eligible votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice and quorum requirements.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots: on July 1, 2008. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors: The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Rates of Assessment. Annual assessments and any Special Assessments on all Lots must be fixed at a uniform rate for all lots whether improved or unimproved.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with said lien. No owner can waive or otherwise escape liability for the assessments provided for herein by non—use of any Common Area or abandonment of his lot. In addition to the above actions, failure to pay assessments when due will result in the suspension of the delinquent member's voting rights in Association matters, until such date as assessments are paid in full, or, at the discretion of the Board of Directors, satisfactory payment arrangements have been agreed to and approved by said Board of Directors.

Section 9. Subordination of the Lien to Mortgages. The Lien securing the payment of all assessments and charges due the Association, provided for herein shall be subordinate to any valid purchase money lien or mortgage covering a Lot. Sale or transfer of any Lot shall not affect the assessment Lien. However, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under such lien or mortgage shall extinguish the lien securing such assessments or charges as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided

hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitation, if any, as the Board may determine.

Section 10. Water Distribution System. The Owner of the Water Distribution System is Quadvest, Inc. Water Utility Systems. (P.O. Box 409 Tomball, TX. 77377) (281) 351-4380 (or its' successor). Each property owner will contract with Quadvest for water service to their property. Quadvest shall establish a tap-in fee and a monthly residential service cost in accordance with State regulations that govern independent water providers.

## ARTICLE VI MISCELLANEOUS

Section 1. Duration of Restrictions. These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below unless the owners of at least FIFTY-ONE PERCENT (51%) of the lots within said property shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof; and, thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of at least FIFTY-ONE PERCENT (51%) of the lots within said property shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof.

Section 2. Miscellaneous Provisions. All covenants and restrictions are for the benefit of all lot owners within said property and shall be binding upon every purchaser, his (her) successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way effect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as part of said property shall apply to each and every lot and when such lot or lots are conveyed, the same shall be conveyed subject to such restrictions and reservations as contained herein, and when lots with such reservations, easements, restrictions, etc., are so referred to by reference thereto in any such deed or conveyance to any lot or lots in said property, the same shall be the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions,- reservations, easements and restrictions as herein stated and set forth.

Notwithstanding any provisions of this Declaration to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of three (3) years from the date of recording the original Declaration to amend, modify or grant exceptions or variances from any of the Restrictions set forth without notice to or approval by other Lot Owners of the Development or Association.

The Commercial Reserves shall be subject to the Architectural Control provisions of these Covenants and the nuisance provisions as stated. Specifically, the owners/occupants of the

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION**  
**92.06 ACRES (4,009,961 SQ. FT.)**  
**ALEX GULLIVER SURVEY, ABSTRACT NO. 287**  
**HARRIS COUNTY, TEXAS**

All that certain 92.06 acres (4,009,961 square feet) of land out of the Alex Gulliver Survey, Abstract No. 287, Harris County, Texas and being all of that certain called 28.37 acre tract of land conveyed to Barbara Wilkerson, Trustee by deed recorded under Harris County Clerk's File (H.C.C.F.) Number Y630243 and being 63.69 acres out of and a part of the residue of a called 290.0 acre tract of land conveyed to Barbara Wilkerson, Trustee recorded under H.C.C.F. No. P340839, said 92.06 acres being more particularly described by metes and bounds as follows: (Bearings are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD 83)

BEGINNING at a 1/2-inch iron rod found in the south right-of-way line of Jack Road (based on a width of 60 feet) for the northeast corner of a called 511.551 acre tract of land conveyed to Katy Prairie Conservancy by deed recorded in H.C.C.F. No. V139328 and the northwest corner of said 290 acre tract;

THENCE, North 87°57'52" East (called South 89°48'55" East), along said south right-of-way line common with the north line of said 290.0 acre tract and said 63.69 acre tract, a distance of 1419.85 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the common northwest corner of the residue of a called 25.0 acre tract of land conveyed to RGI Materials, Inc. by deed recorded under H.C.C.F. No. V174591 and the northeast corner of said 63.69 acre tract and the herein described tract, from which a found 5/8-inch iron rod bears North 87°57'52" East, 80.00 feet, marking the common northeast corner of said 25.0 acre tract and the northwest corner of a called 578.827 acre tract of land conveyed to Lieveri J. Van Reit, Trustee by deed recorded under H.C.C.F. No. J613588;

THENCE, South 02°39'15" East (called South), along the east line of said 63.69 acre tract, at a distance of 1500.61 feet pass a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the common most easterly southeast corner of said 63.69 acre tract and the northeast corner of the aforementioned 28.37-acre tract, continuing with the east line of said 28.37 acre tract, a total distance of 2817.03 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking an interior corner of the residue of said 25.0 acre tract and the common southeast corner of said 28.37 acre tract and the herein described tract;

THENCE, South 87°20'36" West, along the common north line of the residue of said 25.0 acre tract and the south line of said 28.37 acre tract, at a distance of 520.00 feet pass the common northwest corner of the residue of said 25.0 acre tract and the northeast corner of the residue of a called 100.00 acre tract of land conveyed to RGI Materials, Inc. by deed recorded under H.C.C.F. No. V174591, continuing along the common north line of the residue of said 100.00 acre tract and the south line of said 28.37 acre tract, at 937.51 feet pass a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the common northwest corner of the residue of said 100.00 acre tract, the northeast corner of a called 126.2 acre tract of land conveyed to RGI Materials, Inc. by deed recorded under H.C.C.F. No. Y630240, the southwest corner of said 28.37 tract and the southeast corner of the said 63.69 acre tract, continuing along the common north line of said 126.2 acre tract and the south line of said 63.69 acre tract, a total distance of 1419.42 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the east line of said 511.551 acre tract, common with the west line of said 290.0 acre tract, marking the common northwest corner of said 126.2 acre tract and the southwest corner of said 63.69 acre tract and the herein described tract;

THENCE, North 02°39'40" West (called North), along the east line of said 511.551 acre tract common with the west line of said 290.0 acre tract and said 63.69 acre tract, a distance of 2832.42 feet to the POINT OF BEGINNING and containing 92.06 acres (4,009,961 square feet) of land. This description is based on the Land Title Survey and plat prepared by Terra Surveying Co. Inc., dated December 8, 2005, TSC Project Number 6605-0301-S.

Commercial Reserves may not create any nuisance by light, noise, or odor as provided herein. Any commercial equipment, trucks or other materials must be maintained behind a screen fence at all times.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by Rocky Creek Property Owners Association, Inc. or its successors or assigns.

In any proceeding at law or equity wherein court costs and/or attorney & fees are incurred, the person or persons against whom such actions are taken shall be liable for such court costs and for reasonable attorneys' fees incurred.

EXECUTED by the aforementioned owners of real property in Harris County, Texas on the date indicated, to be effective when recorded in the Real Property Records of Harris County, Texas.

10/2/07  
Date

Hubert Vestal  
Hubert Vestal, President  
Rocky Creek Land Development, Inc.

Name Printed: Hubert Vestal

Address: 17354 N.W Freeway  
Houston, Texas 77040

Vestal  
U.S. Land Development ✓  
17354 N.W. Frwy ✓  
Houston TX 77040

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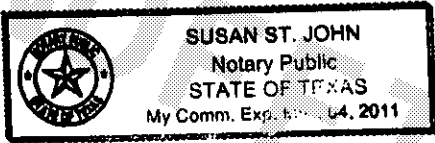
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UNRECORDED

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared Hubert Vestal, President of Rocky Creek Land Development, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed this instrument for the purposes and considerations therein expressed, and if said person is acting on behalf of a business organization, in the capacity therein stated and as the act of said organization.

Susan St. John  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



Name Printed: Susan St. John  
Address: 8120 Jones Rd  
Houston, TX 77065

10/2/07  
Date

FILED  
2007 OCT -2 PM 1:33  
Dorothy B. Keyman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in the number Sequence on the date and at the place stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

OCT - 2 2007



Dorothy B. Keyman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts and changes were present at the time the instrument was filed and recorded.