

1103855

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WILLOW CREEK FARMS**

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

WHEREAS, RH of Texas Limited Partnership, a Maryland limited partnership, and Ashton Houston Residential, L.L.C., a Texas limited liability company, as Declarants, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Willow Creek Farms" (the "Declaration") to be recorded in the Official Public Records of Waller County, Texas on July 3, 2008 under Clerk's File No. 804738, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Willow Creek Farms, Section One (1), a subdivision in Waller County, Texas according to the map or plat thereof recorded in Volume 1106, Page 62, of the Official Public Records of Waller County, Texas

and,

WHEREAS, the following additional land was annexed and subjected to the provisions of the Declaration by that certain instrument entitled "Declaration of Annexation [Willow Creek Farms, Section 2]" recorded in the Official Public Records of Waller County, Texas on March 4, 2011 under Clerk's File No. 1101249, which instrument annexed the following real property and subjected the real property to the provisions of the Declaration:

Willow Creek Farms, Section Two (2), a subdivision in Waller County, Texas according to the map or plat thereof recorded in Volume 1242, Page 705, of the Official Public Records of Waller County, Texas

and,

WHEREAS, the Declaration authorizes Declarants to amend the Declaration at any time for any purpose so long as the amendment has no material adverse effect upon any right of any Owner; and

WHEREAS, Declarants desire to amend the Declaration in a manner that has no material adverse effect upon any right of any Owner;

NOW, THEREFORE, Declarants hereby amend the Declaration as follows:

1. Article VI, Section 3, of the Declaration is amended to read as follows:

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on within the Properties nor shall anything be done which may be or become an annoyance or nuisance to residents within the Properties. For purposes hereof, a nuisance shall be an activity or condition which is reasonably considered by the Board of Directors of the Association to be offensive or an

annoyance to residents of ordinary sensibilities and/or which is reasonably determined to reduce the desirability of either the Lot on which the activity or condition exists or one of more other Lots within the Properties. Provided that, a nuisance must involve an activity or condition that affects more than one (1) resident (other than the resident responsible for the activity or condition); a dispute between only two (2) residents shall not constitute a nuisance under this section, but rather a controversy to be resolved by the two (2) residents.

2. Article VI, Section 4, of the Declaration is amended to read as follows:

SECTION 4. PARKING OF VEHICLES. Except as otherwise expressly provided in this section, only passenger automobiles, passenger vans, motorcycles, and pick-up trucks that (a) are in operating condition, (b) have current license plates and inspection stickers, (c) are in daily use as motor vehicles on the streets and highways of the State of Texas, and (d) which do not exceed six feet six inches in height, or seven feet six inches in width, or twenty-one feet in length, are permitted within the Properties.

Passenger automobiles, passenger vans, motorcycles and pick-up trucks (collectively, "motor vehicles") that are in operating condition and that are regularly used may be parked on the driveway of a Lot; provided that, for a Lot on which there is a two (2) car garage, not more than two (2) motor vehicles shall be parked on the driveway of the Lot at any given time and for a Lot on which there is a three (3) car garage, not more than three (3) motor vehicles shall be parked on the driveway of the Lot at any given time.

No non-motorized vehicle, trailer, recreational vehicle, camper, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored in public view on any part of a Lot or in the Street adjacent to a Lot; provided that, a boat, camper or recreational vehicle may be temporarily parked on a Lot for the purpose of loading or unloading and/or cleaning before or after the use of the boat, camper or recreational vehicle off the premises; as used herein, "temporarily parked on a Lot" means not more than twenty-four (24) hours in any seven (7) day period.

No commercial vehicle may be parked or stored in public view on any part of a Lot or in the Street adjacent to a Lot, except a vehicle operated by a third-party service provider and then only during the period that services are being provided on the Lot; as used herein, "commercial vehicle" means a vehicle that has more than two axles or has been adapted or modified for business or commercial use or displays any type of business or commercial sign, symbol, icon or logo. A patrol car which displays the name of a city, county, state or other public law enforcement agency shall not be deemed to be a commercial vehicle under this section.

Only normal maintenance on a motor vehicle shall be permitted to be performed in the driveway of any Lot. The provisions of this section shall not apply to a vehicle, machinery, or maintenance equipment temporarily parked within the Properties and used for the construction, repair or maintenance of a house in the immediate vicinity.

3. Article VI, Section 10, of the Declaration is hereby deleted.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

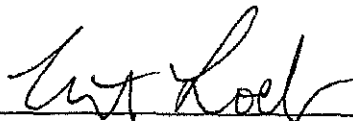
Except as amended herein, all provisions in the Declaration remain in full force and effect.

Executed on the date(s) set forth below, to be effective upon recording in the Official Public Records of Waller County, Texas.

DECLARANTS:

RH of Texas Limited Partnership,
a Maryland limited partnership

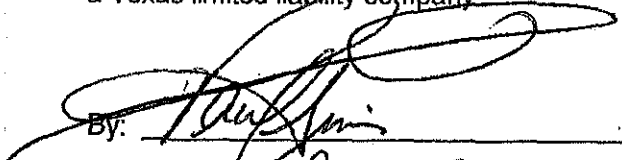
By: Ryland Homes of Texas, Inc.,
its General Partner

By: 

Print Name: Ernest Loeb

Its: J.P.

Ashton Houston Residential, L.L.C.
a Texas limited liability company

By: 

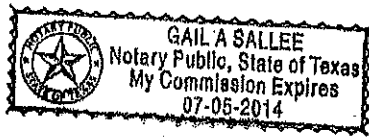
Print Name: Paul Sims

Its: D.P.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

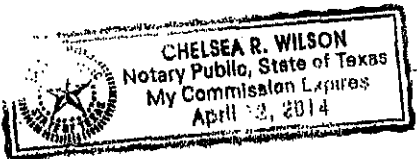
BEFORE ME, the undersigned notary public, on this day 6 of July, 2011 personally appeared Ernest Loeb U.P. of Ryland Homes of Texas, Inc., General Partner to RH of Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Gail A. Sallee
Notary Public in and for the State of Texas

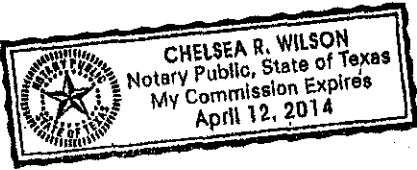


THE STATE OF TEXAS §
§
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BEFORE ME, the undersigned notary public, on this day 15 of July, 2011 personally appeared Paul Sims, DIVISION PRESIDENT of Ashton Houston Residential, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Chelsea R. Wilson
Notary Public in and for the State of Texas



Return to:
Rick S. Butler
Butler | Hailey
8901 Gaylord Drive, Suite 100
Houston, Texas 77024-3042

1103855

FILED FOR RECORD

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CLERK OF COURTS II
COUNTY CLERK
WALLER COUNTY, TX.

Alphina Ampune DEPUTY

17.00
5.00
1.00

23.00 pd.

BUTLER | HAILEY
ATTORNEYS AT LAW

8901 GAYLORD DRIVE, SUITE 100
HOUSTON, TEXAS 77024-3042

THE STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.



Debbie Hallan

County Clerk, Waller County, Texas