

~~HOUSTON TITLE COMPANY~~

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HOUSTON TITLE COMPANY  
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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
SPRING CREEK COURT

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THIS DECLARATION, made as of the date hereinafter set forth by SPRING CREEK COURT, LP, a Texas limited partnership (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of three tracts of land located in the Daniel Spell Survey, Abstract No. 743, Harris County, Texas, and identified on Exhibit "A" attached hereto and incorporated herein by reference, and Declarant has platted and subdivided said tract into a subdivision known as SPRING CREEK COURT, and; WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in such subdivision and, to this end to subject the Subdivision Lots to the covenants, conditions and restrictions hereinafter set forth for the benefit of the Lots and all present and future owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Lots in SPRING CREEK COURT shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said Lots and shall be binding upon all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Association" shall mean and refer to SPRING CREEK COURT Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2. "Builder" shall mean and refer to any person or entity undertaking the

construction of a residence on a Lot, which is to be sold to a third party.

Section 3. "Common Area" shall mean and refer to any properties, real or personal, owned by the Association for the common use and enjoyment of Members of the Association.

Section 4. "Corner Lot" shall mean and refer to a Lot which abuts on more than one Street.

Section 5. "Declarant" shall mean and refer to SPRING CREEK COURT, LP, a Texas limited partnership.

Section 6. "FHA" shall refer to the Federal Housing Administration.

Section 7. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat of SPRING CREEK COURT, but including lots hereafter created by a replat of any reserve tracts.

Section 8. "Member" shall refer to every person or entity which holds a membership in the Association.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

Section 10. "Properties" shall mean and refer to the real property within the jurisdiction of the Association including the property identified in Exhibit "A" hereto included within the plat of SPRING CREEK COURT recorded in the Map Records of Harris County, Texas, under Film Code Number 553073.

Section 11. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Subdivision Plat.

Section 12. "Subdivision" shall mean and refer to the map or plat of SPRING CREEK COURT as recorded in the Office of the County Clerk of Harris County, Texas in the Map Records of said county.

Section 13. "Subdivision Plat" shall mean and refer to the recorded maps or plats of the Subdivision.

Section 14. "VA" shall refer to the Veterans Administration.

## ARTICLE II

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of DAVID MAULIN, TOM HARGROVE, JR., and DAVID JORDAN, all of Harris County, Texas, each of whom shall serve until his successor is appointed. Any two (2) of the members of the Committee shall have the full authority and power to act for the Committee. Any member of the Committee may be removed, with or without cause, by the Declarant. In the event any member of the Committee should be so removed from the Committee or if any member of the Committee should die, resign, refuse to act, or become unable or ineligible to act, Declarant shall have the authority to designate a successor. No member of the Committee or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee. A majority of the Committee may designate one or more representative(s) to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the Committee.

Section 2. Duties and Powers. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall, or other structure or improvement of any nature shall be placed, constructed, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to conformity and harmony of external design and location in relation to the provisions of this Declaration. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, color scheme, and materials of the proposed improvements or alterations. The Committee shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;

- (b) The location, height, and extent of fences, walls or other screening devices;
- (c) The orientation of structures and landscaping on Lots with respect to streets, walks, and structures on adjacent properties, however, the Committee shall not require setbacks further away from the streets than any platted building line; and
- (d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement.

Further, no person exercising any prerogative of approval or disapproval by the Committee shall incur any liability by reason of the good faith exercise thereof. No approval of plans shall ever be construed as representing or implying that such plans or specifications will, if followed, result in a properly designed structure. Such approvals shall in no event be construed as a representation or guarantee by the Board or Committee of the structural integrity of any structure, or that any structure will be built in a good or workmanlike manner. Neither Declarant, nor the members of the Committee or the Board or their representatives shall be liable in damages to anyone submitting plans to the Committee or the Board for approval, or to the Owner or lessee of any part of the Subdivision affected by these Restrictions by reason of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees by submission of such plans, and every Owner or lessee of any portion of the Subdivision agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant or the members of the Board, or their representatives, to recover any such damages.

Section 3. Committee Approval. Any approval or disapproval by the Committee or its designated representative(s) on any of the above matters shall be in writing. In the event said Committee or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed approved. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity

of the Subdivision or the common scheme of the development. If the Committee shall approve a request for variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by a majority of the then members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; however, the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Plat. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

Section 4. Term. The duties and powers of the members of the Committee herein named, their successors, assigns, and designated representative(s) shall cease on the earlier of twenty (20) years from the date this Declaration of Covenants, Conditions and Restrictions is recorded in the Official Public Records of Real Property of Harris County, Texas, or the date upon which all Lots subject to the jurisdiction of the Association are sold by the Declarant. Thereafter, the duties and powers of the Committee shall vest in the Board of Directors of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in this Article and the duties and powers vested in the Committee and its successors shall continue so long as this Declaration of Covenants, Conditions and Restrictions remains in force and effect. The then current members of the Committee may at any time voluntarily transfer all their duties and powers to the Board

of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the Committee.

Section 5. No implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specially, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

### ARTICLE III

#### SPRING CREEK COURT HOMEOWNERS ASSOCIATION, INC.

Section 1. Organization. Declarant has caused, or will cause, the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, maintenance of the Common Areas and other Properties, and the general overall supervision of all of the affairs of the Association.

Section 2. Board of Directors. The Association shall act through a Board of five (5) Directors, which shall manage the affairs of the Association as specified in the By-Laws of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association.

Section 3. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any property which is subject to assessment by the Association.

Section 4. Voting. The Association shall initially have two classes of voting membership:

- (a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all of such persons shall be members. 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 Lot.

- (b) Class B. Class B members shall be the Declarant or a Builder as defined herein, and all Class B members shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events: (i) when 75% of the Lots have been sold to and occupied by Class A Members, or (ii) ten (10) years from the date hereof.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Subdivision, hereby covenants and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) annual assessments or charges; and
- (b) special assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. 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 for the purpose of promoting the maintenance and preservation of values and architectural control of the Properties within the jurisdiction of the Association and for the improvement and maintenance of the Properties and Common Areas. In addition to the foregoing, the assessments levied by the Association shall be

used for the maintenance and upkeep and operation of the retention pond as shown on the recorded plat of Spring Creek Court. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, easements, and esplanades in the Properties; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Areas; acquiring and maintaining any amenities or recreational facilities or other Properties that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the lands within the Properties in neat and good order, or which they consider of general benefit to the Owners or occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Annual Assessments.

- (a) Generally. Each Lot in the Properties is hereby subjected to an annual assessment (the "Annual Assessment"). Unless otherwise decided by the Board, the Annual Assessment will be paid by the Owner or Owners of each Lot within the Properties to the Association on an annual basis, on the dates



determined by the Board of Directors. The rate for the year ending December 31, 2005, shall be \$300.00. Thereafter, the rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided, or as the needs for the Properties may, in the judgment of the Association, require. The Annual Assessment shall be assessed on a per Lot basis, except as hereinafter provided for Declarant.

- (b) Rendition and Notice. Annual Assessments shall be payable annually, unless the Board of Directors decides otherwise. The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum, and shall fix the amount of the Annual Assessment against each Lot by December 1 preceding the Annual Assessment period. The Annual Assessment period shall begin on January 1 of each year. Written notice of the Annual Assessment and the due date shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in Writing. Annual Assessments shall be considered delinquent if not received within twenty (20) days of the date for which the monthly payment of the Annual Assessment pertains.
- (c) Treatment of Lots Owned by Declarant. For those Lots which are owned by Declarant, Declarant shall have the option to determine whether or not to pay assessments on each Lot owned at the rate of one-half (1/2) of the full assessment, or to fund the operating deficit based upon the projected operating budget approved by the Board for the subsequent year. Declarant must notify the Association in writing on or before December 15<sup>th</sup> of each calendar year of its intent; otherwise, each Lot owned by the Declarant will be assessed at one-half (1/2) the full rate established by the Board. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes. The applicable Annual Assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the Lot during that calendar year. The Declarant shall not be assessed for any portion of the Property that it owns that is not platted into Lots.
- (d) Without Vote of Members. The maximum Annual Assessment for calendar year 2004, shall be in the amount set by the Declarant. Beginning with Annual Assessment for calendar year 2005, the maximum Annual Assessment may be increased once a year by the Board of Directors of the Association, by an amount not to exceed fifteen percent (15%) over the prior year's Annual Assessment, without a vote of the Members of the Association. In the event the Association becomes indebted to the Declarant in any manner, the Board of

Directors will be required to assess the Owners the maximum assessment provided for in this Section 3(I) of Article X each year to provide for the repayment to the Declarant until the Declarant has been paid in full.

- (e) With Vote of Members. The Annual Assessment may be increased above more than the 15% if, and only if, the increase is approved by the affirmative vote of two-thirds (2/3) of the total eligible votes of the Association at a meeting duly called for that purpose. In lieu of notice to and a meeting of Members as provided in the By-Laws of the Association, a door-to-door canvas of Members eligible to vote may be made to secure the required two-thirds (2/3) approval. Voting may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the Member, if applicable, and the date and signature of the Member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the election, or may be collected by door-to-door canvas.
- (f) Recordation of Increase of Annual Assessment. Upon the increase of the maximum Annual Assessment, the Association shall cause to be recorded in the Office of the County Clerk of Harris County, Texas, a sworn affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of eligible votes as of the date of the voting, the quorum required, the number of votes represented, the number of votes voting "for" and "against" the levy, the amount of the increased Annual Assessment so authorized. The increase in the maximum Annual Assessment so approved shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Office of the County Clerk of Harris County, Texas.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment 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, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

Section 5. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charges is not paid within thirty (30) days after the due date, it shall bear interest at the rate of ten percent (10%) per annum from the due date and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the property. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed 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 the lien by all methods available for the enforcement of such 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 the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and

charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No 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 for hereinabove, the Association, in the sole 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 limitations, if any, as the Board of Directors may determine.

Section 8. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

#### ARTICLE V

##### PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owner's Easement for Access and Enjoyment. Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Delegation of Use. Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family, to his tenants who reside in the Subdivision, and to such other persons as may be permitted by the Association.

## ARTICLE VI

### USE RESTRICTIONS

Section 1. Residential Use. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial, or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use may be subordinate or incident to use of the premises as a residence. No structure other than one single family residence shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, or apartment houses.

Section 2. Animals and Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, a reasonable number, as determined by the Board of Directors, of dogs, cats, or other household pets may be kept on a Lot, provided that they are not kept, bred, or maintained for any business purposes.

Section 3. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision.

Section 4. Storage and Repair of Vehicles. Unless otherwise approved by the Committee, no boat, boat trailer, boat rigging, motor home, trailer, truck larger than a one ton pickup, bus, inoperable automobile, or camper shall be parked or kept in the Street in front of or side of any Lot or on any Lot unless such vehicle is stored within a garage or such other place as may be completely out of public view from all streets or Common Areas; provided, however, boats, boat trailers, boat riggings, motor homes, trailers, and campers may be temporarily parked in the Street in front of or side of any Lot or on any Lot for a period not exceeding seventy-two hours in any thirty day period. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary

nature. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of seventy-two (72) hours.

Section 5. Permitted Hours for Construction Activity. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 10:00 P.M.

Section 6. Disposal of Trash. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

Section 7. Building Materials. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored within the property lines of the Lot upon which the improvements are to be constructed and shall not be placed in the streets or Common Areas. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a

suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Streets.

Section 8. Mineral Production. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot. No mineral exploration activities shall be conducted upon any Lot within the Association.

## ARTICLE VII

### ARCHITECTURAL RESTRICTIONS

Section 1. Type of Residence. Only one detached single family residence not more than two stories shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage for two (2) or three (3) cars. Carports on Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

Section 2. Living Area Requirements. The minimum square footage of any single family dwelling, exclusive of open porches and garages, shall contain not less than 1,800 square feet.

Section 3. Location of Residence on Lot. The location of each residence on a Lot will be approved by the Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Lot nearer to a Street than the minimum building setback lines shown on the Subdivision Plat and no building shall be located on any utility easement. No residence shall be located nearer than five (5) feet to an interior lot line, however, a residence may be located not less than three (3) feet from an interior lot line provided that the construction of a residence on the adjacent Lot is complete and such residence is no closer than seven (7) feet to the same interior lot line, and, provided further, an attached or detached garage located more than

seventy (70) feet from the front lot line may be located no nearer than three (3) feet from any interior lot line. No residence or attached or detached garage may be located nearer to the rear lot line than the edge of the utility easement adjacent to the rear lot line. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence.

Section 4. Type of Construction. Unless otherwise approved by the Committee, at least fifty-one percent (51%) of the exterior wall area of all residences (excluding detached but not attached garages) must be of masonry, stucco or brick veneer construction. For purposes of calculating the percentage of masonry, stucco or brick veneer, all window and door openings (including garage doors) shall be considered to be of the same construction material as the wall in which the opening exists. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant.

Section 5. Temporary Buildings. Unless otherwise approved by the Committee, temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must be reconverted to a garage.

Section 6. Driveways. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.



Section 7. Roof Material. Unless otherwise approved by the Committee, roofs or all residences shall be constructed so that the exposed material is asphalt or composition type shingles with a minimum 25-year manufacturer's warranty, with color approved by the Committee.

Section 8. Fences. Each residence shall have a fence erected along the rear and side lot line. The fence along the side lot lines shall not extend any closer to the front lot line than the front of the residence constructed thereon. The erection of chain link fences on any Lot is prohibited. Owners shall construct and maintain a fence or other suitable enclosure to screen from public view outside clothes lines, yard equipment, and wood piles or storage piles. No fence shall exceed eight (8) feet in height.

Section 9. Grass and Shrubbery. Each Lot shall be solid sodded with grass, in the area between the front of the residence and the curb line of the abutting street or streets. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

Section 10. Signs. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, or (b) one sign of not more than six (6) square feet to identify the particular Lot as may be required by FHA or VA (if applicable)

during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale and marketing of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

Section 11. Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

Section 12. Satellite Dishes and Antennas.

- (a) Antenna or Satellite Dish in Excess of One Meter (39 inches). No antenna or satellite dish which exceeds one meter (39 inches) in diameter is permitted on any Lot or other portion of the Property.
- (b) Antenna or Satellite Dish of One Meter (39 inches) or Less, and Other Antennas and Related Masts. An antenna or satellite dish of one meter (39 inches) or less, and other antennas and related masts are permitted to be placed on a Lot or other portion of the Property provided any such item must comply with all of the below set forth minimum conditions. Further, the Association must receive written notification at its then current address from the Owner of the applicable Lot or other portion of the Property, on or before the installation of any antenna, satellite dish and related mast provided for in this Section 10(b). Such notification must include the type and color of antenna, satellite dish, and any related mast to be installed, and the method, manner, and site of installation. The site must be shown in a plot plan.

If the Owner of a lot or other portion of the Property proposes to install an antenna, satellite dish and any related mast provided for in this Section 10(b) in any manner whatsoever which does not strictly comply with the below set forth minimum conditions, such Owner must submit an application to the Architectural Control Committee and obtain the written approval of the Architectural Control Committee prior to commencing such installation. In connection with the Architectural Control Committee's decision, the Architectural Control Committee shall consider such factors as it deems appropriate, in its reasonable discretion. The application to the Architectural Control Committee must be made on a form approved by the Architectural Control Committee and contain such information as may be required by the Architectural Control Committee, including a statement which specifically describes the manner in which it is proposed that such antenna, satellite dish and related mast will vary from such minimum conditions. The Architectural Control Committee shall endeavor to make its decision regarding the proposed antenna, satellite dish and any related mast on an expedited basis within seven (7) days after receipt by the Architectural Control Committee of the completed application and all information required therein. The granting of a variance from such minimum conditions shall in no way affect the Owner's obligation to comply with all governmental laws and regulations and other regulations affecting the Lot concerned.

- (c) Minimum Conditions. In addition to the foregoing requirements, no antenna, satellite dish, or any related mast shall be erected, constructed, placed, or permitted to remain on any Lot or other portion of the Property unless such installation strictly complies with the following minimum conditions (however, each minimum condition shall not

apply if it unreasonably delays installation of the applicable antennae, satellite dish, and any related mast, or unreasonably increases the cost of such items or their installation, or precludes reception of an acceptable quality signal):

- (i) The antenna, satellite dish and any mast must be located to the rear one-half (1/2) of the Lot and must serve only improvements on the particular Lot in which it is located.
- (ii) To the extent feasible, the antenna, satellite dish and any mast, including its base and anchoring structure, shall not extend above the roofline of the house located on the Lot or other portion of the Property and shall not be visible from the frontage street or any adjoining street.
- (iii) To the extent feasible, no antenna, satellite dish or mast shall be constructed or placed or permitted to remain on any utility easement or other easement or right-of-way located on any Lot.
- (iv) The antenna, satellite dish and any mast must be securely mounted to a base, so as to be able to withstand the effects of high winds or other extraordinary weather conditions; however, no guy wires or similar mounting apparatus will be allowed.
- (v) No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever (other than the name of the manufacturer) shall be permitted upon or be attached to the antenna, satellite dish or mast.
- (vi) No satellite dish or antenna shall ever be used for the transmission of any signal whatsoever and said antenna or

satellite dish shall be for the purpose of receiving only normal signals through airwaves for television viewing purposes only.

- (vii) No antenna or satellite dish shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device in the Subdivision.
- (viii) The antenna, satellite dish and any mast shall be one solid color only, either white or black or shades of either brown, gray or tan.
- (ix) Each Lot or other portion of the Property shall be permitted to have no more than one antenna or satellite dish and any related mast, as applicable, for each category of the following categories of video programming providers, to-wit: direct broadcast satellites, multi-channel multi-point distribution (wireless cable) providers, and television broadcast stations.
- (x) Any antenna, satellite dish, or related mast installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.
- (xi) If any provision of the guidelines in this Section 12 is ruled invalid, the remainder of such guidelines shall remain in full force and effect.

Section 14. Minimum Lot Size in Relation to Residence. Any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites with the privilege of constructing improvements permitted herein; provided, however, no residence shall be erected on any building site having a width at the front of such site less than the shortest lot width at the front of any Lot as shown on the Subdivision Plat, and no residence shall be erected on any building site having an area less than 6,000 square feet.

Section 15. Air conditioners. No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from any Street.

Section 16. Private Utility Lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 17. Enforcement of Lot Maintenance. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

## ARTICLE VIII

### EASEMENTS

Section 1. General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period of five (5) years after the date this Declaration of Covenants, Conditions, and Restrictions is filed of record in the Official Public Records of Real Property of Harris County, Texas, regardless of whether at such time Declarant has title to the land within the easement(s). Thereafter, the Association shall have the power and authority to grant such an easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Association or otherwise. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Subdivision in performance of mail delivery or any other United States Post Office services. An easement is also granted to all police, fire protection, ambulance, and similar persons to enter upon any portion of the Subdivision in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or cross over the Common Area, Properties and/or any Lot to perform the duties of maintenance and repair as provided for herein. The easements provided for in this Article shall in no way affect any other recorded easements covering any portion of the Subdivision. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damage done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

Section 2. Underground Electric Service. Underground single phase electric service may be available to all dwellings or structures located in the Subdivision. In such event, the metering equipment shall be located either on the exterior surfaces or walls of

dwelling or structure or at points to be designated by the utility company. The utility company shall have a two-foot wide underground easement along and centered on the underground electrical power service conductor installed and running from the utility company's easement shown on the recorded Plat of the Subdivision to the designated point of service on the dwelling or structure. This easement shall be for the maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electrical service to each dwelling and structure located in the Subdivision shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current. This two-foot easement for underground electrical service may be crossed by driveways, walkways and patio areas, provided the Declarant or Builder makes prior arrangements with the utility company furnishing such service. However, this easement shall be kept clear of all buildings. Neither the Declarant, Builder, nor the utility company using this easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees flowers, or other improvements located on the land covered by such easement. Further, all of the Subdivision shall be subject to such easements, restrictions, covenants, and conditions are required to be imposed against the Subdivision by Declarant in any agreement entered into with Houston Lighting and Power Company for the delivery of underground electrical service to the Subdivision (the "Utility Easement"). Accordingly, the recordation of any such Utility Agreement in the Official Public Records of Real Property of Harris County, Texas, shall constitute an amendment to the Declaration that includes in this Declaration and imposes against the Subdivision any and all easements, restrictions, covenants, and conditions required under said Utility Agreement.

Section 3. Cable Service. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more telecommunication services and Declarant shall have the right and power in such agreement or agreements to grant such cable television company or companies the uninterrupted right to install and maintain



communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above. Declarant agrees to transfer and assign any such agreement to the Association and Declarant does hereby reserve unto the Association the sole and exclusive right to obtain and retain all income, revenue, and other things of value paid or to be paid by such telecommunication services pursuant to any such agreements between Declarant or the Association and such telecommunication services.

Section 4. Types of Telecommunication Services. The types of telecommunication services that may be provided by or through the Declarant and/or the Association shall include, but not be limited to, the following:

- (a) local and long-distance telephone service;
- (b) voice mail service;
- (c) cable television service;
- (d) private television channels for education and community purposes;
- (e) video monitoring of streets, Common Area, and other public areas;
- (f) central home systems for fire and burglary detection;
- (g) electronic utility meter reading systems;
- (h) Internet and/or electronic mail systems; and
- (i) Such other similar telecommunication services as the Declarant and/or the Board of Directors determines to be necessary or beneficial for the safety, welfare or enjoyment of the Members.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by reason of the provisions contained in this Declaration of Covenants, Conditions, and Restrictions. Failure of the

Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Harris County, Texas, for recordation in the Official Public Records of Real Property of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed and acknowledged by the then Owners of not less than two-thirds ( $2/3$ ) of the total number of Lots in the Subdivision is filed for record with the County Clerk of Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds ( $2/3$ ) of the total number of Lots in the Subdivision shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds ( $2/3$ ) of the total number of Lots in the Subdivision is filed for record in Harris County, Texas, so amending said Declaration of Covenants, Conditions and Restrictions. In addition, Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration of Covenants, Conditions and Restrictions by any instrument in writing duly signed, acknowledged, and filed for record in the Official Public Records of Real Property of Harris County, Texas, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or for the purpose of complying with any statute, regulation, ordinance, resolution, or order of the Federal Housing Administration, the

Veterans Administration, or any federal, state, county, or municipal governing body, or any agency or department thereof; provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development was evidenced by this Declaration of Covenants, Conditions and Restrictions and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgages.

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 5. Titles. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

Section 6. Replatting. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any lawful manner, any reserve tracts contained within the Subdivision, and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

Section 7. Merger and Consolidation. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association

shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration, and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

Section 8. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

Section 9. FHA Approval. Notwithstanding anything contained herein to the contrary, should the Declarant seek and obtain approval of FHA for the Subdivision or any subsequent addition thereto, then so long as there is a Class "B" membership, the annexation of additional properties, mergers and consolidations, the dedication of Common Area, the mortgaging of Common Area, dissolution, and the amendment of this Declaration of Covenants, Conditions and Restrictions shall require the prior approval of the FHA.


Section 10. Canvassing. Where this Declaration of Covenants, Conditions, and Restrictions requires that an instrument be executed by a certain percentage or number of the Member of Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is notified in

writing by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

IN WITNESS WHEREOF, this Declaration is executed this 14 day of December, 2004.

SPRING CREEK COURT LP, a Texas limited partnership

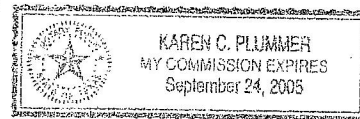
By: HARKO, LLC I,  
A Texas limited liability company,  
its General Partner

BY:   
NAME: Tom Hargrove  
TITLE: Manager

STATE OF TEXAS :  
COUNTY OF HARRIS :

This instrument was acknowledged before me on the 14 day of December, 2004, by TOM HARGROVE, JR., as Manager of HARKO, LLC I, a Texas Limited liability company, General Partner of SPRING CREEK COURT, LP, a Texas limited partnership, on behalf of said partnership.

  
NOTARY PUBLIC, STATE OF TEXAS



RETURN TO: 

HOUSTON TITLE COMPANY  
13455 Cutten Road, Suite 1J  
Houston, Texas 77069