

1161-91-46276 K1W

AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

STATE OF TEXAS

03/02/92 00515325 N560858 \$ 53.00

COUNTY OF HARRIS

This Declaration ("Declaration") is made by FIRST GIBRALTAR BANK, FSB, a federal savings bank, hereinafter called "Declarant" and the undersigned Owners.

## W I T N E S S E T H:

WHEREAS, Declarant previously executed and filed for record that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Original Restrictions") filed in the real property records of Harris County, Texas under Harris County Clerk's File Number N186240 and film code number 037-11-1650 to which record reference is hereby made for all purposes; and

WHEREAS, Declarant subsequent to the filing of the Original Restrictions sold certain Lots to the undersigned Owners who have joined in the execution of this Declaration for the purpose of acknowledging their desire to amend and restate the Original Restrictions by the execution of this Declaration which shall replace the Original Restrictions in their entirety; and

WHEREAS, Declarant is the owner of all that certain property located in a subdivision known as SPRING CREEK OAKS, SECTION FOUR (save and except (i) a portion of said subdivision known as Restricted Reserve "A" containing 14.7350 acres within Spring Creek Oaks, Section Four, and (ii) the Lots which were conveyed by Declarant to the Owners executing this Declaration also located with Spring Creek Oaks, Section Four), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 335, Page 118, of the Map Records of Harris County, Texas; and

WHEREAS, the Owners executing this Declaration own the Lots more particularly described on the signature pages executed by each Owner attached to this Declaration; and

WHEREAS, it is the desire of Declarant and the Owners of the Lots executing this Declaration to place certain restrictions, covenants, conditions, stipulations and reservations upon and against (A) all of the Lots located in Spring Creek Oaks, Section Four (but not impose any restrictions upon (i) Restricted Reserve "A" containing 14.7350 acres, and (ii) Lot one [1] out of Block Three [3], also within Spring Creek Oaks, Section Four) in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots located in said property;

WHEREAS, Spring Creek Oaks Community Improvement Association, a Texas non-profit corporation, whose principal office is 6002 Bur Oak, Spring, Texas 77379, joins in the execution of this Declaration to evidence its consent to assume the responsibilities of the Association as set for in this Declaration which is deemed to be effective upon the recordation of this Declaration in the real property records of Harris County, Texas; and

NOW, THEREFORE, Declarant and the Owners executing this Declaration, hereby withdraw and terminate the Original Declaration and hereby by the execution of this Declaration adopt, establish and impose upon all that certain property located in a subdivision known as SPRING CREEK OAKS, SECTION FOUR (save and except (i) a portion of said subdivision known as Restricted Reserve "A" containing 14.7350 acres within Spring Creek Oaks, Section Four, and (ii) Lot one [1] out of Block Three [3], also within Spring Creek Oaks, Section Four), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 335, Page 118, of the Map Records of Harris County, Texas, and declare the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the

land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, their heirs, successors and assigns.

## ARTICLE I

### Definitions

Section 1. "Architectural Control Committee" shall mean and refer to the Architectural Control Committee provided for in Article V hereof.

Section 2. "Association" shall mean and refer to Spring Creek Oaks Community Improvement Association, a Texas non-profit corporation, its successors and assigns, provided for in Article VII hereof.

Section 3. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all Owners in the Subdivision constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of this Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment, fountains, statuary, sidewalks, common driveways, entry markers or monuments, landscaping, swimming pools, tennis courts, boat ramps, and other similar appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in the Subdivision" shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.

Section 4. "Common Properties" shall mean and refer to any property the Association may, at any time or from time to time, acquire by purchase, grant of easement, or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. Reference herein to "the Common Properties in the Subdivision" shall mean and refer to Common Properties as defined respectively in this Declaration and all Supplemental Declarations. To the extent Declarant has established temporary or permanent easements on any portion of the Properties for the purpose of landscaped areas, entry markers or monuments for the Subdivision or temporary or permanent easements for other purposes as may be set forth in such easement established by Declarant, said easements shall be deemed Common Properties.

Section 5. "Declarant" shall mean and refer to First Gibraltar Bank, FSB, a federal savings bank, or any other assignee that Declarant may designate as the successor Declarant as to all or any portion of the Properties that Declarant may sell to such assignee all as may be indicated in writing and recorded in the real property records of Harris County, Texas.

Section 6. "Lot" and/or "Lots" shall mean and refer to the Lots that are subject to the provisions of this Declaration and are shown upon the Subdivision Plat. References herein to "the Lots (each Lot) in the Subdivision" shall mean and refer to Lots as defined respectively in this Declaration and all Supplemental Declarations.

Section 7. "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article VII, Section 1, hereof, together with all the Owners in the Subdivision who are members of the Association as provided in all other Supplemental Declarations.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance

of an obligation and those having only an interest in the mineral estate. References herein to the "Owners in the Subdivision" shall mean and refer to Owners as defined respectively in this Declaration and all Supplemental Declarations.

Section 9. "Properties" shall mean and refer to all that certain property located in a subdivision known as SPRING CREEK OAKS, SECTION FOUR (save and except (i) a portion of said subdivision known as Restricted Reserve "A" containing 14.7350 acres within Spring Creek Oaks, Section Four, and (ii) Lot one [1] out of Block Three [3] also within Spring Creek Oaks, Section Four), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 335, Page 118, of the Map Records of Harris County, Texas.

Section 10. "Subdivision" shall mean and refer to the Properties as defined above and any Additional Properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 11. "Subdivision Plat" shall mean and refer to the map or plat of Spring Creek Oaks, Section Four, recorded in Volume 335, Page 118, of the Map Records of Harris County, Texas, and any recorded replat thereof.

Section 12. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions (i) bringing Additional Property within the scheme of this Declaration under the authority provided in Article IX hereof, or (ii) filed by Declarant to provide changes and additions to the easements as provided in Article II, Section 3. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

## ARTICLE II

### Reservations, Exceptions and Dedications

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of construction, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install or cause to be installed in, across and/or under the Properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements reflected on the Subdivision Plat in order to facilitate the efficient and economical installation, operation and maintenance of improvements located in the easements, but such changes and additions must be approved by the Architectural Control Committee. Declarant shall also reserve the right to establish temporary or permanent easements on any portion of the Properties or to dedicate portions of the Properties for the purpose of creating easements for utilities, drainage, landscaped areas, entry markers or monuments to the Subdivision or other easements for the benefit of the Subdivision. Any changes or additions shall be reflected in (i) a Supplemental Declaration filed by Declarant, or (ii) any other instrument executed and filed by Declarant, without the necessity or joinder of any Owner or other third party and shall be effective when such Supplemental Declaration or other instrument is filed in the real property records of Harris County, Texas.

Section 4. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees or flowers or other property of an Owner situated on the land covered by said easements.

Section 5. It is expressly agreed and understood that the title conveyed by Declarant or conveyed by any successor in title to Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to (a) any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or other utility purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, (b) the right of Declarant, its successors and assigns, to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved), (c) the right of Declarant, its successors and assigns, to create easements, and (d) all matters of record as reflected in the real property records of Harris County, Texas.

### ARTICLE III

Section 1. Residential Use. No Lot shall be used for any purpose except for single family residential purposes; provided that, until Declarant, its successors or assigns, has sold all of the Lots in the Subdivision, any Lot may be used by Declarant or those authorized by Declarant for the erection and operation of a sales office, construction office, or model home. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses, daycare centers, halfway houses, drug rehabilitation houses, hotels, and to exclude commercial business and professional uses whether from homes, residences or otherwise, and the above described uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in the Subdivision. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than (a) one detached single-family dwelling not to exceed three (3) stories in height, together with a private garage for not less than two (2) nor more than four (4) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and (b) a toolshed or workshop attached or unattached to the residence building; provided, however, nothing herein shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon.

All exterior construction of the primarily residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings and doors completed and covered by paint, wallpaper, paneling or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which foundation forms are set.

Section 2. Dwelling Size and Construction. No main one story residential structure shall be placed on any Lot unless its living area has a minimum of two thousand five hundred (2,500) square feet of floor area, exclusive of porches and garages. The total living area, exclusive of porches and garages of the one and one-half (1-1/2), two (2) or three (3) story residences shall not be less than two thousand five hundred (2,500) square feet and the ground floor areas of such one and one-half (1-1/2), two (2), and three (3) story residences, including porches, shall not be less than one thousand two hundred (1,200) square feet. All residential structures shall be constructed on a concrete slab, the exterior walls of all residential structures shall be erected with



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at least a fifty-one percent (51%) brick or masonry veneer, and all exterior first floor walls facing a street shall be erected with a complete brick or masonry veneer, except that the Architectural Control Committee shall have the authority to approve residential construction utilizing other building materials. All roofs of any permitted structures of whatever type shall be constructed of wood shingles or substitute as approved by the Architectural Control Committee.

Section 3. Temporary Structures. No structure of any temporary character, trailer, basement, tent, detached living quarters of any kind (except for living quarters contained thereon for bona fide servants), barn, treehouse, playhouse, or other outbuilding shall be used on any Lot at any time unless such outbuilding is in the rear yard, is less than six (6) feet tall exclusive of the roof, and unless the rear yard is enclosed with a fence at least six (6) feet high. Under no circumstances shall an outbuilding be used as a residence, either temporarily or permanently.

Section 4. Garages. Garages must be provided for all residences and in no case shall a carport act as or be substituted for a garage. No garage shall be placed or maintained on any side or rear easement. No garage on any Lot or building tracts shall be placed or maintained, whether attached or detached, which faces a street, unless the Architectural Control Committee has approved the location of the garage relative to the location of the residence on the Lot. The Architectural Control Committee shall have the exclusive authority in its sole discretion to permit the construction of garages which face the street.

Section 5. Fences. No fence, wall, hedge, pergola or other attached or detached structure shall be erected, grown or maintained on any part of any Lot parallel to the street and/or forward of the building line of such Lot as the case may be. Fences visible from any street should be constructed in such a manner that smooth face pickets will face the street and horizontal rails and vertical posts face into the rear or side yard. In no event shall any fence or walls constructed of chain link or any form of metal, wire or wire mesh be erected, nor shall any wall, hedge, pergola or other attached or detached structure be erected, grown or maintained on any part of the Lot which is in excess of eight (8) feet in height, nor shall such wall, hedge, pergola or other attached or detached structure be permitted in front of the residential building should such be perpendicular to the street unless it has first been approved in writing by the Architectural Control Committee. Owners of Lots abutting Spring Cypress Road and Klein Church Road shall be required to install and maintain at such Owner's cost and expense fences complying with this Section 5 and such fences must be approved by the Architectural Control Committee. If an Owner fails to install or maintain such fence abutting such roads, then the Association shall have the right, but not the obligation, to install and/or maintain such fence, but the cost of doing same shall be added to the regular assessment for such Owners that have not installed or maintained such fence and repayment of such costs shall be secured by the liens created by this Declaration to secure payment of the regular assessment.

Section 6. Antennas. No electronic antennae or device of any type other than one antenna for receiving television signals, FM signals and/or citizen's band signals shall be erected, constructed, placed or permitted to remain on any Lots, residences thereon, or other permitted buildings constructed on the Properties. The foregoing restrictions also apply to "dish-type" antennae and specifically limit the diameter of such antennae to not more than three (3) feet. The permitted antenna may be free standing (with or without down guys) or may be attached to the residential structure; however, in any event the antenna's location shall be restricted to the rear of the residential structure or to the rear of the roof ridge line, gable, or centerline of the residential structure so as to be hidden from sight, when viewed from the front of the Lot, and in no event shall any antenna of any kind extend to a height which is visible above the highest point of the roof of the main residential structure on such Lot when viewed from the front of the Lot.

Section 7. Outdoor Swimming Pools, Hot Tubs and Spas. The design and location of outdoor swimming pools, hot tubs and spas must be approved by the Architectural Control Committee, and such pools, etc., must be fenced in accordance with Section 5 above.

Section 8. Lot Area. No Lot may be resubdivided such that additional building sites could be created on said Lot or any portion thereof other than those herein permitted, and

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boundary lines and Lot areas as specified in the map of the Subdivision, filed of record in the Map Records of Harris County, Texas, in Volume 335, Page 118, shall remain fixed subject to amendments as hereinafter provided.

Section 9. Signs. No sign, advertisement, billboard or advertising structure of any kind erected or maintained on any residential Lot without the consent in writing of the Architectural Control Committee, except one (1) sign of no more than twenty-four (24) inches square advertising the Lot or property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period as established by the Declarant. Declarant or members of the Architectural Control Committee shall have the right to remove any such sign, advertisement, billboard or structure which is placed on any residential Lot without consent, and in so doing Declarant or members of the Architectural Control Committee shall not be liable and are expressly relieved from any liability arising from such removal.

Section 10. Oil and Mining Operations. No oil drilling, oil development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. Livestock, Poultry, Reptiles and Insects. No animals, livestock, poultry, reptiles, or insects of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other household pets (not to exceed two of each category) may be kept, provided that they are not kept, bred or maintained for sale or commercial purposes, but only for the use and pleasure of the Owner of such Lots, and provided that they are not allowed to roam or wander unleashed in the Subdivision.

Section 12. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste materials and such refuse shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 13. Vehicle Parking. All boats, boat trailers, boat rigging, truck cabs, trailers, trailer cabs, trailer houses, campers, or other vehicles shall be parked or placed in the garage of the homeowner unless they are only temporarily (for a period not to exceed three consecutive days) parked or placed on the driveway no closer to the street than the building front setback line as shown on the Subdivision Plat. No vehicle may be parked on the Lot other than in the garage or in the driveway (subject to the foregoing restrictions). The parking of automobile vehicles on road shoulders or on the streets bordering any Lot for a period longer than six (6) hours is prohibited.

Section 14. Removal of Dirt. The digging of dirt or the removal of dirt from any Lot is expressly prohibited except when necessary in conjunction with construction being done on such Lot. No tree shall be cut on any Lot without the prior written consent of the Architectural Control Committee except (i) to provide room for construction of buildings, or (ii) to remove diseased, damaged, dead or unsightly trees.

Section 15. Water or Sewage Disposal Systems. No water well or septic tank shall be constructed, installed, utilized or maintained on any Lot in the Subdivision.

Section 16. Nuisances. No noxious or offensive trade or activity shall be permitted upon

any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.

Section 17. Walls, Fences and Hedges. No wall, fence or hedge in excess of three (3) feet in height shall be erected or maintained nearer to the front Lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than eight (8) feet in height. Fences visible from the street should be constructed in such a manner that smooth face pickets will face the street and horizontal rails and vertical posts face into the rear or side yard. Any wall, fence or hedge erected as a protective screening on a Lot by Declarant shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said protective screening thereafter. No chain link fence or chain type fence shall be allowed in the Subdivision.

Section 18. Visual Obstruction at the Intersections of Public Streets. Except for such objects or things that may be placed, planted or permitted by Declarant, no object or thing that obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them from points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner Lot.

Section 19. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut and edged in a sanitary, healthful and attractive manner, shall keep fire hydrants located thereon free from obstruction, and shall in no event use any Lot for storage of materials and equipment (except for normal residential requirements or incidental to construction of improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything on any Lot (except by use of an incinerator as permitted by law). The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public: the drying of clothes, yard equipment, wood piles or storage piles that are incidental to the normal residential requirements of a typical family.

Section 20. Composite Building Site. Any single Owner of one or more adjoining Lots or portion thereof may consolidate such Lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting property lines. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the Lots in the same block. Until the improvements are completed on such composite building site, a regular assessment and any special assessment shall be paid for each Lot owned by such Owner. After the improvements are completed on the composite building site then the composite building site shall constitute one (1) Lot for purposes of voting rights and assessments.

Section 21. Building Location. No structure shall be located on any Lot between the building setback lines shown on the Subdivision Plat and the street. No building shall be located on any Lot nearer than twenty-five (25) feet from the front line of such Lot. No building shall be located nearer than five (5) feet to any interior Lot line not abutting a street nor nearer than ten (10) feet to any Lot line (which is not the front Lot line) which abuts a street; provided, however, a garage or other permitted accessory building located fifty-five (55) feet or more from the front line may be located within three (3) feet of an interior Lot line not abutting a street. No main residence building, nor any part thereof, shall be located on any Lot nearer than ten (10) feet to the rear Lot line. For the purposes of this section, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot or to extend beyond the building setback line. For the purposes of this Declaration, the front Lot line of each Lot shall coincide with and be the Lot line having the shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the Lot, and each detached garage will be located at least fifty-five (55) feet from the front Lot line of the Lot on which it is situated and will be provided with driveway access from the front of the Lot; provided that such access may be from the front

or side of all corner Lots; provided that the Architectural Control Committee, in its discretion, may permit side access, such access to be granted in writing as hereinafter provided. For purposes hereof, the term "corner Lot" shall mean and refer to any Lot which abuts more than one street.

Section 22. Service Riser Conduit. Each residential structure shall have installed on the outside wall thereof a service riser conduit, beginning at least thirty (30) inches below the surface of the ground and terminating at the meter socket on such wall.

Section 23. Notification and Remedies. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, its agents, or agents of the Association, may without liability to the Owner or occupant in trespass or otherwise enter upon said Lot to build, repair or maintain fences, and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt. If such Owner or occupant fails to pay such statement upon receipt, such Owner or occupant shall thenceforth be liable for interest on such amount at the rate of the lesser of (i) fifteen percent (15%) per annum, or (ii) the highest rate of interest allowed by applicable law, together with reasonable attorney's fees and/or other expenses of collection.

Section 24. Sidewalks. Any sidewalks constructed in the Properties or Common Properties shall conform to the current City of Houston construction standards for sidewalks and driveways for curb-type streets, as such standards may be revised or amended by the City of Houston from time to time. The current standards promulgated by the City of Houston are set forth in "Drawing No. 17201-1, dated 9-10-69, revised 8-20-85 by T. & T. Dept. as approved by the Department of Public Works, City of Houston. The Architectural Control Committee shall have the right to grant variances as to the location of sidewalks, as to compliance with such City of Houston standards, and shall interpret whether the sidewalks are in compliance with the current City of Houston standards.

#### ARTICLE IV

##### Easements

Section 1. Utility Facilities. It is expressly agreed and understood that the title conveyed by Declarant or conveyed by any successor in title to Declarant to any Lot by contract, deed or other conveyance shall not in any event be held or construed to convey title to the water, gas, storm sewer, electric lights, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenance thereto constructed by or under Declarant or its agents or by any public utility companies through, along or upon said easements or any part thereof to serve said Lot or any other portions of the Subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Declarant. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Plat. No Lot Owner shall erect any wall, fence, barbecue pit or other landscaping structure within the area of the overhead power easement which encircles the property, or any path easement designated on the Subdivision Plat, nor shall any hedges, shrubs, trees or other bushes be planted within, across or over such easement or easements.

Section 2. Easement for Surface Drainage. No wall, fence, hedge or other obstacles shall be constructed so as to prevent natural surface drainage across adjoining Lots.



## ARTICLE V

Architectural Control Committee

Section 1. Duties of Architectural Control Committee. No building or other improvements shall be erected, placed or altered on any residential building site or Lot until the construction plans, specifications and drawings showing the front elevation have been approved by the Architectural Control Committee. It is also understood that prior to the pouring of the slab, but after the forming, a slab survey will be supplied to the Architectural Control Committee as to the use, quality of workmanship and materials, conformity and harmony with the external design of the existing structures in the Subdivision and as to location of building and improvements with respect to topography and finished grade elevation. A majority of the Architectural Control Committee may designate a representative with authority to approve the design and location of any building. Any approval or disapproval by the Architectural Control Committee of any matters herein required or permitted shall be in writing. If the Architectural Control Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after any plans and specifications have been submitted to it, then such plans shall be deemed disapproved. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in its sole judgment, such deviation is appropriate; provided, however, in no event shall the Architectural Control Committee approve deviations in building area to allow houses with less than 2,500 square feet without the written approval of the Board of Directors of the Association. The approval of the Architectural Control Committee must be granted in writing and, when given, will become a part of these restrictions. In the event the Declarant should sell portions of the Properties to an assignee and in connection with such sale the Declarant designates such assignee as a Declarant as provided in Article I, Section 5, then such assignee shall have the rights afforded the Declarant under Article V, Section 2 to approve persons appointed to the Architectural Control Committee for the property owned by such assignee.

Section 2. Committee Membership. The Association shall have an Architectural Control Committee to carry out the provisions of this Article V as such provisions relate to the Properties. The Architectural Control Committee shall be three (3) voting members and one (1) non-voting member. The initial voting members shall be composed of Dennis M. Reilly, Jerry Torgesen, and Kaye Logan. The non-voting member shall be appointed by the Board of Directors of the Association. Until the earlier of (i) all Lots having been improved with houses in the Subdivision, or (ii) ten (10) years from the date this Declaration is filed for record, the appointment of members of the Architectural Control Committee must be approved by the Declarant, and any and all members of the Architectural Control Committee may be removed by the Declarant without cause. Declarant has consented to the designation by the Association of an Association Member to serve as a non-voting advisory "member" of the Architectural Control Committee. Such individual as designated from time to time by the Board of Directors of the Association by written notice to Declarant shall have the right to attend and participate in the meetings of the Architectural Control Committee but shall not be a voting member of the Architectural Control Committee or otherwise be required to be in attendance in order for the Architectural Control Committee to take any action or withhold any approvals or grant variances.

Section 3. Replacement. In the event of death or resignation of any member or members of said Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been approved, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority. At any time, the then record Owners of ninety percent (90%) of the Lots in the Properties shall have the power through a duly recorded instrument to change the membership of the Architectural Control Committee.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural

Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on or after the earlier of (i) all Lots having been improved with houses in the Subdivision, or (ii) ten (10) years from the date this Declaration is filed for record. Thereafter, the approval described in this covenant and all power vested in said Architectural Control Committee by this covenant shall be transferred automatically to the Board of Directors of the Association.

Section 6. Variances. Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate in connection with its consideration of a variance. If the Architectural Control Committee may approve such request for a variance, the Architectural Control Committee may evidence such approval and grant its permission for such variance by written instrument addressed to the Owner of the Lot(s) relative to which such variance has been requested expressing the decision of the Architectural Control Committee to permit the variance, describing the applicable restrictive covenant(s) and the particular variance requested, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternative materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Architectural Control Committee's designated representative if one has been designated under the authority contained in Section 1 above). Any request for a variance shall be deemed to have been disapproved for the purpose hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee, or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee in the manner provided herein. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

## ARTICLE VI

### Underground Electrical

Section 1. Underground Electric System. An underground electric distribution system will be installed in that part of the Subdivision designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in the Subdivision. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary or secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwellings, the underground service area embraces all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the owner/developer ("Owner/Developer") shall at his or its own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such electric company's installed transformers or energize secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such electric company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the Subdivision Plat or by separate instrument granted necessary easements to the electric

company for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character, and exclusively of the type known as single phase 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, houses, duplexes and apartment structures, all of which are designated to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling units structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Declarant or the Lot Owners in the Underground Residential Subdivisions be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the electric company an amount representing the excess in cost for the entire Underground Residential Subdivision of the underground distribution system over the cost of equivalent overhead facilities to serve such subdivision, or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit, plus (2) the cost of rearranging and adding electric facilities serving such Lot, which arrangement and/or addition is determined by electric company to be necessary.

No provision of this Section 1 (the text of which is prescribed by the electric company) shall in any manner operate or be construed to permit the construction on any Lot of any type of residential structure other than a single family residence as provided in Article III, Section 1.

## ARTICLE VII

### Spring Creek Oaks Community Improvement Association

Section 1. Membership. Every Owner of a Lot in the Subdivision which is subject to a maintenance charge assessment by the Association, including contract sellers, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lots which are subject to assessment by the Association. Ownership of such Lots shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have one class of voting membership, being those Owners as defined in Section 1 of this Article VII. Members shall be entitled to one (1) vote for each Lot in the Subdivision in which they hold the interest required for membership by Section 1. When more than one person holds such an interest in any Lot, all 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 (1) vote be cast with respect to any such Lot.

Section 3. Non-Profit Corporation. A non-profit corporation may be organized to assume and perform the duties and functions of the Association.

Section 4. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions

hereof.

Section 5. Inspection of Records. The Members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

## ARTICLE VIII

### Covenants for Regular, Annual and Special Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot in the Properties is hereby severally subjected to, and the Declarant and the Owners executing this Declaration for each Lot owned within the Properties hereby covenants, and each Owner of any Lot in the Properties, by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following charges and assessments which shall run with the land and be in the same and equal amount for each Lot in the Properties:

- A. A regular annual maintenance assessment in the amount per annum specified and subject to increase or decrease as provided in Section 3, below; and
- B. Special assessments as provided for in Section 4 below.

Such assessments are to be established and collected as hereinafter provided and shall constitute the proceeds of a fund (hereinafter called "the maintenance fund") to be used for the purposes hereinafter provided. Such regular annual maintenance assessments and such special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due, but such personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

In order to secure the payment of such regular annual maintenance assessments, and such special assessments hereby levied, a vendor's (purchase money) lien for the benefit of the Association shall be and is hereby reserved in the deed from the Declarant and every Owner executing this Declaration to the purchaser of each Lot, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the regular annual maintenance assessments and such special assessments hereby levied, each Owner of a Lot in the Subdivision, by such parties' acceptance of a deed thereto, hereby grants the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with a non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the real property records of Harris County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U. S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the real property records of Harris County,



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Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and, third, the remaining balance shall be paid to any junior lien holders having recorded liens against the Lot; and, finally, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of non-payment by any Owner of such regular annual maintenance assessments and such special assessments levied hereunder, the Association may, in addition to foreclosing the lien hereby retained and exercising the remedies provided herein, upon twenty (20) days' prior written notice thereof to such non-paying Owner, exercise all other rights and remedies available at law or in equity. It is the intent of the provisions of this Section 1 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale, and in the event of any amendment(s) to said Section 51.002 of the Texas Property Code, the President or any Vice President of the Association, acting without joinder of any other Owner or mortgagee or any other person, may, by amendment to this Declaration filed in the real property records of Harris County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 2. Purpose of Assessments. The maintenance fund shall be used exclusively to promote the recreation, health, safety and welfare of the Members of the Association, and the Association shall use the proceeds of said maintenance fund for the use and benefit of all Members of the Association; provided, however, that each future section of the Subdivision (and any other property or properties included in the Subdivision) shall be entitled to the benefit of this maintenance fund, but be impressed with and subject to an annual maintenance charge and assessment on a uniform per-lot basis, substantially equivalent to the maintenance charge and assessment imposed hereby, to special assessment provisions consistent with those contained in this Declaration, and further made subject to the jurisdiction of the Association in the manner provided in Article VII hereof. The uses and benefits to be provided by said Association shall include, by way of example but without limitation, at its sole option, any and all of the following: maintaining parkways, rights-of-way, easements and esplanades; furnishing and maintaining landscaping, lighting and beautification of the Properties; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Subdivision to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employing policemen and watchmen; payment of the expenses for all utilities or services furnished to the Common Properties and Common Facilities in the Subdivision; payment of expenses for the maintenance, repair, care, upkeep, beautification, protection, taxes, insurance, replacement, reconstruction, management, supervision and operation of or for the Common Properties, Common Facilities and fences located in the Subdivision; payment for capital improvements to such Common Properties and Common Facilities; and doing such other things and taking such other actions as are necessary or desirable in the opinion of the Association to keep the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots in the Subdivision, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Maximum Regular Annual Assessment. Until January 1, 1992, the maximum regular annual assessment shall be Four Hundred Fifteen and no/100 Dollars (\$415.00) per Lot, per annum.

- A. On January 1, 1992, and on January 1 of each year thereafter, the maximum annual assessment may be increased without a vote of the Members (beginning with the year 1992) by any amount not in excess of fifteen percent (15%) over the maximum annual assessment of the previous

year. The Board of Directors is authorized to set the regular annual assessment, but in no event shall the regular assessment exceed the maximum annual assessment authorized for the year in question without a vote of the membership as provided in Paragraph B below. Nothing herein shall require the Directors to assess the regular annual assessment at the maximum annual assessment authorized by this Section 3A.

- B. On January 1, 1992, and on January 1 of each year thereafter, the maximum annual assessment may be increased for any year (beginning with the year 1992) by an amount in excess of fifteen percent (15%) over the previous year only by a vote of two-thirds (2/3rds) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments. The Board of Directors of the Association, from time to time by the adoption of a resolution for such purpose, subject to ratification by the Members of the Association as hereinafter provided, may levy and impose against each Lot in the Subdivision a special assessment for a specific amount, which shall be equal for each such Lot, for the purpose of purchasing equipment or facilities for the Common Properties or Common Facilities in the Subdivision and/or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon such Common Properties or Common Facilities, including fixtures and personal property related thereto; provided, however, that before any such resolution shall become effective it shall be ratified either by (i) the assent in writing of the Members of the Association who in the aggregate then own at least fifty-one percent (51%) of the Lots in the Subdivision if no meeting of the membership is held for ratification, or (ii) the assent of fifty-one percent (51%) of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership called for this purpose and at which a quorum is present. The Owner of each Lot subject to such assessment shall pay his special assessment to the Association at such time or times and in such manner as provided in such resolution.

Section 5. Special Assessment on Sale of Lots. From and after the date this Declaration is recorded, upon the first sale of a house located on a Lot situated in Subdivision to an Owner, a one time transfer fee equal to Three Hundred Dollars (\$300.00) shall be paid by the seller of such house and Lot to the Association. This special assessment shall be in addition to any other regular annual assessment or any other special assessment authorized by the provisions of this Declaration. The special assessment imposed by this provision of this Section 5 shall be paid only upon the actual transfer of legal or equitable title to the house and Lot to a new Owner. Payment of this special assessment is secured by the lien rights of the Association created pursuant to Article VIII, Section 1. The seller of such Lot located in the Subdivision shall authorize the title company, attorney or other closing party handling the sale of said house and Lot to pay the special assessment directly to the Association. Proceeds from this special assessment shall be called the "Section Four Improvement Fund". The Association will use funds in the Section Four Improvement Fund to pay for improvements/amenities for the primary use and benefit of Members owning Lots in the Subdivision, such amenities/improvements may include, but not be limited to, sidewalks, bike paths, hiking and/or jogging paths, fences, landscaping, picnic grounds, recreational equipment, playgrounds, entry signs and/or monuments, or such other improvements/amenities that may be mutually agreed upon by and between Declarant and the Association.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than five (5) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) 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 meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Regular Annual Assessments; Due Dates. The regular annual assessments provided for herein shall be in the amount set by the Board of Directors and shall commence as to all Lots on the date fixed by the Board of Directors to be the date of commencement, and the annual assessment period shall be the calendar year. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall fix the amount of the regular annual assessment against each Lot at least ten (10) days in advance of each annual assessment period. Written notice of the regular annual assessment shall be sent to every Owner subject thereto. The due dates (which may be monthly, quarterly, semi-annually, or annually) shall be established by the Board of Directors; provided, however, the Association shall furnish, upon demand and for a reasonable charge, a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of fifteen percent (15%) per annum, or (ii) the highest rate of interest charged on a per annum basis allowed by law. The Association shall give at least twenty (20) days' advance written notice of any failure of an Owner to pay any assessment provided under this Declaration prior to the foreclosure of a lien created by this Declaration against such Owner's Lot. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created hereby against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 9. Subordination of Mortgages to Assessment Lien. The lien of the assessment provided for herein, as it applies to any Lot, shall be second and subordinate to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price, taxes, the improvements, or any other lawful purpose imposing a lien on any such Lot ("Third Party Liens"); and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is outstanding valid and subsisting Third Party Liens, to the extent the Association has in its records an address for the holders of Third Party Liens, the Association shall give the holders of such Third Party Liens written notice of such proposed action. Such notice, which shall be sent to the nearest office of such mortgage holder by prepaid U. S. registered mail, shall contain the statement of the delinquent assessment(s) upon which the proposed action is based. Upon the request of any holder of Third Party Liens, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. No sale or transfer of a Lot shall relieve the Owner of such Lot from liability for any assessments theretofore having become due or such Lot from the lien thereof.

## ARTICLE IX

### General Provisions

Section 1. Term; Amendments. The covenants and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of the Association and all Owners in the Subdivision, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2025. Except as may be expressly provided in this Declaration for the filing of a Supplemental Declaration by the Declarant, which shall not require the vote of any Owner, during the initial term of this Declaration, the covenants and restrictions of this Declaration may be amended or terminated only by an instrument, subject to the provisions set forth hereinbelow, consented to and signed by the Board of Directors of the Association, signed by the then Owners of not less than fifty-one percent (51%) of all Lots in the Properties and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, said covenants and restrictions (if not previously terminated) and the enforcement rights relative thereto shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions of this Declaration may be amended or terminated only by an instrument, subject to the provisions set forth hereinbelow, consented to

and signed by the Board of Directors of the Association, signed by the then Owners of not less than fifty-one percent (51%) of all the Lots in the Properties, and properly recorded in the appropriate records of Harris County, Texas. Once houses have been built and sold to first time Owners of fifty-one percent (51%) of the Lots in the Subdivision, then consent of the Board of Directors of the Association shall no longer be needed to amend the Declaration. After the consent of the Board of Directors of the Association is no longer necessary for an amendment or termination of the Declaration and continuing until houses have been built and sold to first time Owners of seventy-five percent (75%) of the Lots in the Subdivision, the Owners in the Subdivision attempting to amend or terminate this Declaration shall deliver a copy of the proposed amendment or termination to the Board of Directors of the Association at least fifteen (15) days prior to said Owners executing the proposed amendment or termination and filing same in the real property records of Harris County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from doing so or to recover damages or other dues for such violations.

Section 2. Severability. In the event that any of the provisions hereof or any portion thereof shall become or be held to be invalid, whether by judicial decisions or otherwise, such invalidity shall not affect, alter or impair any other provision hereof that was not so declared invalid, and such other provisions shall be and remain in full force and effect in accordance with the terms hereof.

Section 3. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

A. Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration all or any portion thereof of any additional property owned by Declarant, but only with the prior approval of the Board of Directors of the Association in its sole discretion. All or any portion of said additional properties shall hereinafter be referred to as the "Additional Properties". It is the intent of the Declarant at this time not to subject or include the Additional Properties in the restrictive covenants set forth in this Declaration. Only the filing by the Declarant or its successors and assigns of a Supplemental Declaration (or as may be expressly provided for hereinafter) shall cause the Additional Properties to be subject to this Declaration or any other restrictive covenants. Any additions authorized under this and the succeeding subsection shall be made by filing of record a Supplemental Declaration with respect to the Additional Properties which shall extend the scheme of the covenants and restrictions of this Declaration to such property and the execution thereof by members of the Board of Directors of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Directors. Such Supplemental Declaration must impose an annual maintenance assessment equivalent to the maintenance charge and assessment imposed by this Declaration, must impose provision for special assessments consistent with those contained in this Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the Additional Properties.

B. Other Additions. Upon the approval of the Board of Directors of the Association in its sole discretion, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file for record a Supplemental Declaration of Covenants and Restrictions upon the satisfaction of the conditions specified in Subsection A above.

C. Mergers and Dissolution. Upon a merger or consolidation of the Association with another association or the dissolution of the Association, the Association's properties, rights and obligations may be transferred to another surviving or another association altogether, 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. In the event of a merger with another association or a dissolution of the Association resulting in another association receiving the assets and rights of the Association, the surviving or other association shall administer the covenants and restrictions established by this



Declaration and all Supplemental Declarations, together with the restrictive covenants applicable to the properties of the surviving or other association as one scheme. No such merger or dissolution, however, shall affect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration except as may be expressly provided for in this Declaration.

Section 4. Enforcement. In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof together with reasonable attorney's fees. The terms and provisions hereof may be enforced by the Association or by the Owner of any Lot. Failure by anyone to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provisions or any other provision hereof. No violation of any of the terms or provisions hereof, or any portion hereof, shall affect the rights of any mortgagee under the mortgage or deed of trust presently or hereafter placed of record covering any of the land shown to be within the Properties.

Section 5. Limitation of Liability. In no event shall Declarant, the Association, the Architectural Control Committee or any member of the Architectural Control Committee or member of the Board of Directors of the Association have any liability by reason of any act(s) or failure(s) to act hereunder by reason of this Declaration; unless such liability results from intentional misconduct or gross negligence. In any event, recovery of any judgment against Declarant arising out of or in any way connected with the Declarant's intentional misconduct or gross negligence shall be limited to the interest owned by Declarant in the Lots. Nothing contained in the foregoing sentence is intended to, and shall not, limit any right that an Owner might otherwise have to obtain injunctive relief against Declarant.

Section 6. Binding Effect. All of the terms hereof shall extend and be binding on all of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Declaration may be executed in several counterparts and each counterpart when so executed and delivered shall constitute an original agreement, and all such separate counterparts shall constitute one and the same agreement.

DATED the 31st day of December, 1991.

FIRST GIBRALTAR BANK, FSB, a  
federal savings bank

By: James D. Hurst  
Name: JAMES D. HURST  
Title: Sr. Vice Pres.

The Association joins in the execution of this Declaration for the purpose of acknowledging its consent to assume the duties of the Association as set forth in this Declaration.

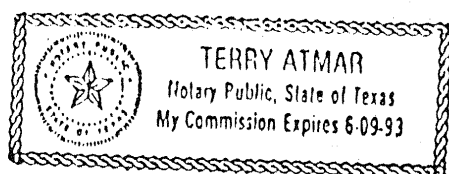
SPRING CREEK OAKS COMMUNITY  
IMPROVEMENT ASSOCIATION, a Texas  
non-profit corporation

By: *Dennis E. Winkler*  
Name: DENNIS E. WINKLER  
Title: PRESIDENT SCOTIA

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared James D. Hurst, Sr. Vice President of FIRST GIBRALTAR BANK, FSB, a federal savings bank, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said bank.

Given under my hand and seal of office this 27<sup>th</sup> day of February, 1992.



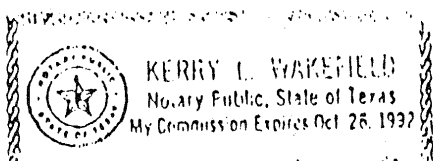
*Terry Atmar*  
Notary Public in and for the  
State of Texas

My commission expires:

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Dennis E. Winkler, President of SPRING CREEK OAKS COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said non-profit corporation.

Given under my hand and seal of office this 28 day of February, 1992.



*Kerry L. Wakefield*  
Notary Public in and for the  
State of Texas

My commission expires:

[Additional signature pages of Lot Owners are attached hereto]