

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR UNRESTRICTED RESERVE B  
TRACT C

By 91-46276 KLW

STATE OF TEXAS

03/02/92 00515326 N560859 \$ 13.00

COUNTY OF HARRIS

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

WITNESSETH:

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 various Owners who together with the Declarant executed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Restated Restrictions") for the purpose of acknowledging their desire to amend and restate the Original Restrictions by the execution of said Restated Restrictions which replaced the Original Restrictions in their entirety; and

WHEREAS, Declarant is the owner of all that certain property consisting of a 6.9331 acre tract of land ("Tract C") situated in the G. Gary Survey, Abstract No. 302, Harris County, Texas; said tract being Unrestricted Reserve "B" of the Spring Creek Oaks Subdivision, Phase II plat of which is recorded in volume 332, Page 100 of the Harris County Map Records and being more particularly described by metes and bounds description on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Tract C is already subject to deed restrictions ("Section Two Restrictions") as same are set forth in that certain Deed Restrictions for Sections One and Two, Declaration of Covenants, Conditions and Restrictions for Spring Creek Oaks, Section Two, a subdivision in Harris County, Texas, as said Section Two Restrictions are recorded under Harris County Clerk's File No. J356460 in the real property records of Harris County, Texas.

WHEREAS, it is the desire of Declarant to place additional restrictions, covenants, conditions, stipulations and reservations upon and against Tract C 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 said property and future Owners of Lots located in Tract C;

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 same 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, having previously withdrawn and terminated the Original Restrictions and having also executed the Restated Restrictions, by the execution of this Declaration adopts, establishes and imposes upon Tract C and declares the following additional 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 A. All capitalized terms not defined in this Declaration shall have the same meaning as such term is defined in the Deed Restrictions for Sections One and Two, Declaration of Covenants, Conditions and Restrictions for Spring Creek Oaks, Section Two, a subdivision in Harris County, Texas, as such Deed Restrictions are recorded under Harris County Clerk's File No. J356460 in the real property records of Harris County, Texas.

Section B. "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 C. "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 D. "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 E. "Properties" shall mean and refer to Tract C.

## ARTICLE II.

### Additional Restrictions upon the Lots in Tract C

Section A. 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 the sidewalks and such City of Houston standards and shall interpret whether the sidewalks are in compliance with the current City of Houston standards.

Section B. Special Assessment on Sale of Lots in Tract C. From and after the date this Declaration is recorded, upon the first sale of a house located on a Lot situated in Tract C to an Owner, a one time transfer fee equal to Two Hundred and Fifty Dollars (\$250.00) 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 the Section Two Restrictions. The special assessment imposed by this provisions of this Section B shall be paid only upon the actual transfer of legal or equitable title to the house and Lot to a new Owner. This special assessment shall be subject of the lien rights of the Association as set forth in Article VII, Section 1 of the Section Two Restrictions. The seller of such Lot located in Tract C 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.

Section C. Special Assessment on Sale of Lots in Lieu of Constructing Sidewalks. From and after the date this Declaration is recorded, upon the first sale of a house located on a Lot situated in Tract C to an Owner, the current Owner of all of the Lots situated in Tract C at the time such Lot is sold, must make an election to either (a) construct sidewalks in front of every

Lot located in Tract C, or (b) pay to the Association a one time transfer fee equal to Three Hundred Dollars (\$300.00) payable in accordance with the provisions set forth below. After the election is made, the Owner of all the Lots in Tract C will record a Supplemental Declaration in the real property records of Harris County, Texas to evidence such Owner's election. In the event election (b) is made by such Owner, this special assessment shall be in addition to any other regular annual assessment or any other special assessment authorized by the provisions of the Section Two Restrictions and this Declaration. If the election (b) is made by the Owner of all the Lots situated in Tract C, then the special assessment imposed by the provisions of this Section C shall be paid only upon the actual transfer of legal or equitable title to the house and Lot to a new Owner. In the event such Owner ~~makes~~ makes an election by filing the Supplemental Declaration within ten (10) days after such Lot is sold, then the Owner will be deemed to have elected election (a) which is to construct sidewalks in front of every Lot. Payment of this special assessment is secured by the lien rights of the Association created pursuant to Article VIII, Section 1, of the Section Two Restrictions. The seller of such Lots located in Tract C 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.

*Handwritten:* fails to make

Section D. 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 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 E. 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 O. Hurst  
Name: JAMES O. HURST  
Title: S. Vice Pres.

The Association joins in the execution of this Declaration for the purpose of acknowledging its consent to the execution of this Declaration by the Declarant.

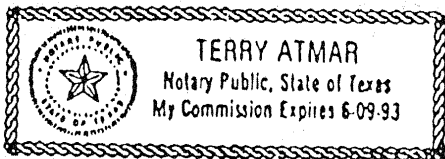
SPRING CREEK OAKS COMMUNITY  
IMPROVEMENT ASSOCIATION, a Texas  
non-profit corporation

By: Dennis E. Winkler  
Name: DENNIS E. WINKLER  
Title: PRESIDENT SCOCIA

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 Pres. 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.

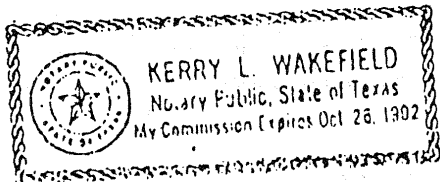


Terry Atmar  
Notary Public in and for the  
State of Texas  
My commission expires:

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 who 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:

EXHIBITS:

Exhibit A - Tract C

AFTER RECORDING RETURN TO:

Exhibit "A"

First Gibraltar Savings Association  
Tract "C"  
6.9331 Acres

G. Gary Survey  
Abstract No. 302  
Peter Mitchell Survey  
Abstract No. 568

016-57-1287

STATE OF TEXAS           §  
COUNTY OF HARRIS       §

A METES AND BOUNDS description of a certain 6.9331 acre (302,008 square feet) tract of land situated in the G. Gary Survey, Abstract No. 302, and the Peter Mitchell Survey, Abstract No. 568, Harris County, Texas; said tract being Unrestricted Reserve "B" of the Spring Creek Oaks Subdivision, Phase II plat of which is recorded in Volume 322, Page 100 of the Harris County Map Records. Said 6.9331 acres being more particularly described as follows:

BEGINNING at a 1-inch iron pipe with cap, set at the south corner of a 10 foot by 10 foot cutback, found at the intersection of the southwesterly line of T.C. Jester Boulevard (100 foot right-of-way) with the northwesterly line of Spring Creek Oaks Drive (60 foot right-of-way);

THENCE, South 58° 01' 17" West, 405.92 feet to a 1-inch iron pipe with cap, set;

THENCE, North 31° 58' 43" West, 150.00 feet to a 1-inch iron pipe with cap, set;

THENCE, South 58° 01' 17" West, 118.47 feet to a 1-inch iron pipe with cap, set;

THENCE, South 43° 37' 18" West, 49.85 feet to a 1-inch iron pipe with cap, set;

THENCE, North 46° 19' 11" West, 355.10 feet to a 1-inch iron pipe with cap, set;

THENCE, North 43° 40' 49" East, 583.24 feet to a 1-inch iron pipe with cap, set in the said southwesterly line of T.C. Jester Boulevard; said iron pipe being in the arc of a curve to the right;

THENCE, in a southeasterly direction along the said southwesterly line of T.C. Jester Boulevard and the arc of said curve to the right having a radius of 1950.00 feet, a central angle of 18° 17' 50", an arc length of 622.73 feet, and a long chord bearing South 41° 39' 29" East, 620.09 feet to a 1-inch iron pipe with cap, set at the point of non-tangency;

THENCE, South 12° 49' 45" West, 14.09 feet to the POINT OF BEGINNING, CONTAINING 6.9331 acres of land in Harris County, Texas.

July 27, 1990  
MGH.8/029

(Hold) Heritage Title

*duw*