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MODIFICATION OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SPRING CREEK FOREST, SECTION TWO (2)

THE STATE OF TEXAS	X	KNOWN ALL MEN BY THESE PRESENTS:
	X	
COUNTY OF HARRIS	X	

This Declaration, made on the date hereinafter set forth by SPRING CREEK FOREST CIVIC ASSOCIATION, INC., a Texas Non-Profit Corporation, hereinafter referred to as (the "Association") and a majority of the owners of Lots in Section Two (2), of Spring Creek Forest as subdivided and shown by the Map or Plat thereof recorded in Volume 204, Page 129 of the Map Records of Harris County, Texas.

WITNESSETH:

WHEREAS, FTI Corporation filed previously that certain Restrictions for Spring Creek Forest, Section Two (2), at Clerk's File Number D858046 in the office of the County Clerk of Harris County, Texas on April 24, 1973; and Gibraltar Savings Association, as Successor Declarant, filed previously that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Spring Creek Forest, Section Two (2), at Clerk's File Number E761247 in the office of the County Clerk of Harris County, Texas on May 12, 1976; and Gibraltar Savings Association filed previously that certain Memorandum of Amendment to the Declaration of Covenants, Conditions and Restrictions for Spring Creek Forest, Section Two (2) at Clerk's File Number E765447 in the office of the County Clerk of Harris County, Texas on May 17, 1976; and Gibraltar Savings Association filed previously that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Spring Creek Forest, Section One at Clerk's File Number G234192 in the office of the County Clerk of Harris County, Texas on September 11, 1979; and a majority of owners of the Lots in Section Two (2) of Spring Creek Forest approved the filing of a Notice of Amendment and Change of Restrictions for Spring Creek Forest, Section Two (2) Harris County, Texas at Clerk's File Number H635684 in the office of the County Clerk of Harris County, Texas on September 29, 1982; and a majority of the owners approved the filing of an Amendment to the Restrictions of Spring Creek Forest Section Two (2) which was filed at Clerk's File Number N638429 in the office of the County Clerk of Harris County, Texas on April 24, 1992; and

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions and all amendments thereto, shall be binding upon and inure to the benefit of all owners of lots in Spring Creek Forest, Section Two (2), and all persons claiming under them until January 1, 2000, unless an instrument signed by the majority of the then owners of the lots in Spring Creek Forest, Section Two (2), shall be filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part; and,

WHEREAS, it is the desire of the undersigned majority of owners of lots to alter and modify said restrictions rather than an automatic extension in order to further establish and preserve the uniform plan of the subdivision and enhance the property values of the present and future owners of lots in said subdivision:

NOW THEREFORE, the undersigned majority of the property owners in Spring Creek Forest, Section Two (2) hereby adopts the following Modification of the Declaration of Covenants, Conditions and Restrictions for Spring Creek Forest, Section Two (2) which Modification of the Declaration of Covenants, Conditions and Restrictions shall expressly amend the said Declaration of Covenants, Conditions and Restrictions for Spring Creek Forest, Section Two (2), and all amendments thereto, herein above mentioned with respect to all Lots in Spring Creek Forest Section Two (2) filed for record in Volume 204, Page 129, of the Real Property Records of Harris County, Texas. This Modification of the Declaration of Covenants, Conditions and Restrictions for Spring Creek Forest, Section Two (2), 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.

ARTICLE I.

Definitions

1.1 "Association" shall mean and refer to SPRING CREEK FOREST CIVIC ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

1.2 "Building" or "Buildings" shall be held and construed to mean any and all permissible Buildings and structures which are or will be erected and constructed on the Property.

1.3 "Commercial Vehicle" shall mean and refer to any vehicle rated or classified as more than a one (1) ton carrying capacity vehicle.

1.4 "Common Area" shall mean all property owned by the Association for the common use and benefit of the Owners, if any.

1.5 "Detached Building" shall include, but not be limited to, storage or utility Building, greenhouse, hobby shop, studio, screened enclosure, cabana, gazebo other than the residential structure or garage, carport or portecochere on the Lot.

1.6 "Fence" shall mean and refer to any wood, metal or other solid structure or any hedge, or other structure placed on a property line or near the property line to serve as a barrier between adjoining Lots.

1.7 "Lot" and/or "Lots" shall mean and refer to any plot of land as described above and all plats or lots annexed pursuant to the terms of this document.

1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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.

1.9 "Properties" shall mean and refer to those certain Lots, described above, subject

to the reservations set forth herein and/or in the Subdivision plats, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

1.10 "Residence or Residential" shall mean and refer to the main residential structure on the Lot as well as all appurtenant residential structures including but not limited to the garage, buildings and any Detached Building as defined herein.

1.11 "Residential Purposes" shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses, hotels, day care facilities and to exclude commercial, business and professional uses conducted on the premises and which create vehicular traffic and/or the gathering of individuals at the residence or the use of employees at the premises, whether from homes, Residences or otherwise.

1.12 "Subdivision" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions herein and hereafter brought within the jurisdiction of the Association.

1.13 "Vehicle" shall mean and refer to any and all passenger automobiles, passenger vans, motorcycles, pick-up trucks and which do not exceed eight feet in height, or seven feet ten inches in width or twenty-one feet in length and is rated as a one (1) ton or less carrying capacity vehicle.

1.14 "Inoperable Vehicle" shall mean and refer to Vehicles and Recreational Vehicles that are not in operating condition, do not have current license plates and inspection stickers, and are not able to be in daily use as motor Vehicles on the streets and highways of the State of Texas.

1.15 "Recreational Vehicle" shall mean and refer to motor homes, trailers, pop-up campers, campers, jet skis, boats, marine crafts and any other mode of transportation used for recreational purposes.

ARTICLE II.

LAND USE

Section 1. Residential Use.

2.1.1 No Lot shall be used for any purpose except for single family Residential Purposes. Any other use or purpose of such property is hereby expressly prohibited.

2.1.2 No Buildings shall be erected, altered, or 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) cars and servant's type quarters, which may be occupied by blood relatives of the Owner of the Lot occupying the main Residence on the Building site or by servants employed on the premises; and, (b) other Detached Building approved in writing by the Architectural Control Committee.

Section 2. Dwelling Size and Construction.

2.2.1 No main one story residential structure shall be placed on any Lot unless its living area has a minimum of two thousand (2,000) 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 (2,000) 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.

2.2.2 All residential structures shall be constructed on a concrete slab, the exterior walls of all residential structures shall be erected with at least fifty-one percent (51%) brick or masonry veneer and all exterior walls facing a street shall be erected with a complete brick or masonry veneer except that the Architectural Control Committee has the authority to approve residential construction utilizing other building materials. All roofs of any permitted structure of whatever type shall be constructed with Building materials for residential construction in conjunction with the architectural style of the structure and which has the prior written approval the Architectural Control Committee.

2.2.3 No portable or window air conditioner shall be permitted on the Residence Building except on the garage provided; however, it shall not be visible on the garage on which it is located while standing at ground level anywhere outside of the Lot.

Section 3. Building Location.

2.3.1 No Building used for Residential Purposes shall be located on any Lot nearer to the front Lot line or nearer to the side Lot line than the minimum Building set-back lines shown on the recorded plat, except that a five (5) foot side yard shall be required for a garage or other permitted accessory Building located sixty-five (65) feet or more from the minimum Building set-back line.

2.3.2 All residential structures shall front on the street on which it has the smallest number of feet frontage on the street.

Section 4. Temporary Structures.

2.4 No structure of a temporary character, Recreational Vehicle, trailer, basement, tent, Detached Building of any kind, barn, tree house or other Detached Building shall be used on any Lot for living quarters or as a Residence, either temporarily or permanently.

Section 5. Garages, Carports and Portecocheres.

2.5 Garages must be provided for not less than two (2) cars for all Residences and in no case shall a carport act as or be substituted for a garage. No carport or portecochere shall be erected with a metal veneer. Carports and portecocheres shall be congruent and consistent with the architectural style and materials of the main residential structure on the Lot. No

garage shall be placed or maintained on any side or rear easement.

Section 6. Detached Buildings and Structures.

2.6.1 No Detached Buildings and/or structures shall be placed or constructed on a lot without the prior written approval of the Architectural Control Committee.

2.6.2 Detached Buildings and/or structures which are constructed of metal, plastic or other materials that are not consistent with the main residential structure on the Lot may not exceed seven feet (7') in height measured from the natural grade. The Detached Building and/or structure must be behind a Fence and may not be visible from the street in front of the Lot. The Detached Building and/or structure shall not be visible from the street on the side of the Lot if it is a corner Lot.

2.6.3 All Detached Buildings and/or structures must be placed or constructed within the platted Building setback lines and shall be located only in the rear or side portion of the Lot. Pneumatic buildings, structures and pool enclosures are not permitted. The Architectural Control Committee is empowered to promulgate such guidelines for the color, type, location, materials, style and architecture for Detached Buildings.

Section 7. Fences.

2.7.1 No Fence, wall, pergola or other attached or detached structure shall be erected or maintained on any part of any Lot parallel to the street and in front of the Residence Building or forward of the side Building line on any corner Lot on the sides facing the street as the case may be.

2.7.2 No Fence, wall, hedge, pergola or other attached or detached structure shall be permitted in front of the Residential Building should such be perpendicular to the street.

2.7.3 No hedge or bush shall be used as a Fence in front of the Residence.

2.7.4 No Fence or wall constructed of chain link, wire or wire mesh shall be permitted that is visible from anywhere outside of the lot on which it is installed while standing at ground level.

2.7.5 No Fence shall exceed eight feet (8') in height

Section 8. Swimming Pools, Spas and Hot Tubs.

2.8.1 No pool, spa or hot tub shall be placed or constructed on any lot unless the design and location has been pre-approved in writing by the Architectural Control Committee. All pools, spas and hot tubs must be secured with a Fence and self-closing and latching gate of no less than five feet (5') in height and shall comply with Section 7 hereof with respect to Fences.

2.8.2 All pools, spas and hot tubs shall be continually maintained in a sanitary, healthful and clean condition.

Section 9. Lot Area.

2.9 No Lot may be resubdivided that would permit additional Building sites to be erected on said Lot or any portion thereof other than those herein permitted, and boundary lines and Lot areas as specified in the map of this Subdivision, filed of record in the Map Records of Harris County, Texas, in Volume 204, Page 129, shall remain fixed subject to amendments as hereinafter provided.

Section 10. Composite Building Sites.

2.10.1 Any Owner of one or more adjoining Lots (or portions thereof provided it is more than one Lot) may consolidate such Lots or portions into one single family Residence Building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. It is expressly understood that the Owner of any resulting composite site shall pay maintenance assessments and/or special assessments for the total number of Lots that existed prior to establishment of the composite Lot.

2.10.2 Maintenance assessments shall be assessed and payable based on the number of Lots on the original plat of the subdivision. Any such proposed composite site(s) shall have the prior written approval of the Architectural Control Committee.

Section 11. Signs.

2.11.1 No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential Lot without the consent in writing of the Architectural Control Committee, except one (1) sign (two (2) in the case of corner Lots) of not more than six (6) square feet, advertising the property for sale or rent. This provision specifically is not meant to exclude and shall expressly permit signs for school extracurricular activities that are not more than six (6) square feet.

2.11.2 No signs or advertisement, billboard or other structure used for advertisement shall be placed on common areas, rights of way or any other area other than a Residence Lot without the prior written approval of the Architectural Control Committee.

2.11.3 The Board of Directors, and/or committees or persons designated by the Board of Directors and members of the Architectural Control Committee shall have the right to remove any such unauthorized sign, advertisement or billboard or structure which is placed on any residential Lot, common areas, rights of way or other areas, and in so doing, shall not be liable, and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 12. Oil and Mining Operations.

2.12.1 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.

2.12.2 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 13. Pets, Livestock and Poultry.

2.13.1 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common domesticated pets (not to exceed two (2) of each species may be kept, provided that they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the Owner of such Lots.

2.13.2 No animal that poses a threat or danger to the Owner or other residents shall be permitted.

2.13.3 All permitted animals must be confined to the fenced rear yard or on a leash or other restraining device when not confined to the fenced rear yard.

2.13.4 All permitted animals and the Lot shall be maintained free of pet debris and waste so as not to create a health hazard or permit an objectionable odor to emanate from the Lot.

2.13.5 The Owner is also required to keep any animal in the interior of the residential structure if any pet creates noise that disturbs the quiet enjoyment of a resident of adjacent or nearby Properties.

2.13.6 All permitted animals over the age of six (6) months shall have an annual rabies inoculation and maintain a collar tag which indicates the date and place of inoculation as well as the Owner's name, address and phone number.

Section 14. Garbage and Refuse Disposal and Storage of Materials.

2.14.1 No Lot shall be used or maintained as a dumping ground for rubbish. Rubbish shall include trash, garbage and other wastes. Rubbish shall only be kept in sanitary containers.

2.14.2 No sanitary containers, lawn clippings or waste vegetation may be placed for pickup prior to the evening preceding the day of scheduled service.

2.14.3 Sanitary containers shall be placed in a storage area at all times except for the evening preceding and the day of scheduled service.

2.14.4 All such storage areas shall be located in such a manner so that they (sanitary containers and rubbish) cannot be visible above the Fence from the street in front of the Lot and shall not be visible from the street on the side of the Lot in the case of a corner Lot.

2.14.5 No Lot shall be used for the storage of any materials, trash, debris, appliances or equipment whatsoever.

2.14.6 Trash or refuse burning on any Lot is prohibited.

Section 15. Storage of Automobiles, Boats, Trailers and Other Vehicles.

2.15.1 Vehicles shall not be parked or stored or kept for more than eleven (11) hours in any twelve (12) hour period on any street in front of the Lot or the street on the side of the Lot if the Lot is a corner Lot, or forward of the front building setback line.

2.15.2 Recreational Vehicles shall not be stored, parked or kept on any driveway unless such Recreational Vehicle is in day-to-day use off the premises and such parking is only temporary, from day-to-day not to exceed sixty (60) hours in any seventy-two (72) hour period and such parking shall only be behind the building set back line.

2.15.3 Inoperable Vehicles are not permitted to be parked, stored or kept on any Lot or any portion of any Lot unless it is stored in the garage out of public view.

2.15.4 Vehicles or Recreational Vehicles shall not be located in such a manner so that it is visible above the Fence on the front or the side of the Lot.

2.15.5 Only normal maintenance on any Vehicle or Recreational Vehicle shall be permitted to be performed in the driveway of any Lot.

2.15.6 These restrictions shall not apply to any Vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

2.15.7 Vehicles or Recreational Vehicles of any kind or sort shall not be parked on any unpaved area in public view.

2.15.8 Commercial Vehicles are not permitted except for vehicles, machinery or maintenance equipment temporarily parked and in use for delivery, construction, repair or maintenance on a house or houses in the immediate vicinity.

Section 16. Removal of Tree and Dirt.

2.16.1 The removal of dirt from any Lot is expressly prohibited, except when necessary in conjunction with construction being done on such Lot.

2.16.2 Removal of any healthy tree more than six inches (6") in diameter as measured twelve inches (12") above grade level requires the prior written approval of the Architectural Control Committee.

2.16.3 Dead and diseased trees shall be promptly removed.

Section 17. Water and Sewage Disposal Systems.

2.17 No water well or septic tank shall be utilized or maintained on any Lot.

Section 18. Nuisances.

2.18.1 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 neighborhood.

2.18.2 Nuisances include, but are not limited to, excessive noise, maintaining the premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease carrying pests, maintaining a Building in a manner that is structurally unsafe or constitutes a hazard to safety, health or public welfare because of inadequate maintenance, dilapidation, obsolescence, disaster, damage, or abandonment or if it constitutes a fire hazard.

Section 19. Lawns: Cutting, Mowing and Drainage.

2.19.1 Each Lot Owner or resident shall establish a lawn. Grass, vegetation, trees, shrubbery, weeds, including the beds they are contained in, on each Lot shall be cut, weeded and edged as often as necessary to maintain the same in a neat and attractive condition. Likewise, all drainage ditches, if any, shall be maintained in the same manner and shall be unobstructed at all times.

2.19.2 Any bridge or culvert constructed over a ditch in Spring Creek Forest shall contain and cover drainage pipes made of concrete with a minimum size of eighteen (18) inches in diameter.

2.19.3 No Lot shall have more than one (1) culvert nor shall any culvert exceed sixteen feet (16') in width.

Section 20. Structural Building Maintenance.

2.20.1 Each Lot Owner or resident shall maintain the exterior of such Owner's Residence and Lot in an attractive manner and shall not permit the paint, roof, rain gutters, down spouts, exterior walls, windows, doors, walks, driveway, parking areas and other portions of such Owner's Residence and Lot to deteriorate in an unattractive manner.

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2.20.2 Each Owner or resident shall be solely responsible for the maintenance of the exterior of such Owner's Residence.

2.20.3 No change of exterior paint color or brick color will be permitted without the prior written approval of the Architectural Control Committee. Without limiting the generality of the foregoing obligations for exterior maintenance, each Owner shall repair and maintain in sound condition:

(a) The exterior paint, stained wood or siding on such Owner's Residence so that no portion thereof peels, scales or cracks and all portions remain neat;

(b) The windows on such Owner's Residence so that no windows are cracked and no window panes are broken;

(c) The exterior on such Owner's Residence, including all doors, garages, garage doors and windows, so that it remains whole, sound and neat;

(d) The roof on such Owner's Residence so that all shingles are properly secured and no worn areas or holes are permitted to remain;

(e) The rain gutters, down spouts or other drainage structure on such Owner's Residence so that all are properly painted or treated to prevent rust or corrosion, properly secured to roof, eaves, gables or exterior walls (as the case may be) and maintained without holes;

(f) The concrete or solid surface areas of such Owner's Lot, so that all cracks, buckling or crumpling of more than one inch (1"), are appropriately patched, surfaced or replaced as they occur with the exact same material as used for the concrete or solid surface area (except no asphalt material is permitted) so that it remains whole, sound and neat;

(g) All Fences or walls erected on such Owner's Lot, so that all pickets and posts are repaired as they rot and no portion thereof is permitted to decay beyond normal weathering;

(h) All mailboxes erected on such Owner's Lot, so that they are maintained in a state of good repair so that they remain whole, sound and neat.

Section 21. Satellite Dish, Television and All Antennas.

2.21.1 No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except as permitted by the Association and/or the Architectural Control Committee or as permitted by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Architectural Control Committee is empowered to adopt rules governing the types of antennae that are permissible in the Properties and to establish reasonable, non-discriminatory restrictions relating to safety,

location and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the rules of the Architectural Control Committee may only be installed in a side or rear yard location, not visible from the street, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations.

2.21.2 All satellite dish equipment, satellite television reception equipment or any other type of antenna shall require the written approval of the Architectural Control Committee.

Section 22. Flammable and Hazardous Materials.

2.22.1 Storage of flammable or combustible liquids, hazardous materials, explosives, blasting agents or liquefied petroleum gas (all as defined in the Uniform Fire Code) shall not be permitted.

2.22.2 The only exceptions for such storage shall be those stored in the engine tanks of Vehicles or gasoline powered equipment, five (5) gallons each of gasoline, kerosene or liquefied petroleum gas. This provision is understood to not include normal household quantities of consumer approved cleaning agents, herbicides, fungicides, pesticides, fertilizers and other common household products.

Section 23. Basketball Goals and Poles.

2.23.1 Basketball goals and poles on any Lot may not be placed, constructed or erected forward of any Building setback line.

2.23.2 Owners of corner Lots shall not be permitted to place, construct or erect (including portable goals) a basketball goal and pole within twenty feet (20') from the street pavement edge on any side street.

2.23.3 No basketball goal and/or pole shall be placed on any Lot before the placement or positioning is approved in writing by the Architectural Control Committee.

Section 24. Play Structures and Equipment.

2.24.1 All play structures shall be located in back yards only within all platted Building setback lines and shall not be placed, constructed or erected on any easement.

2.24.2 All play structures shall be required to obtain the prior written approval of the Architectural Control Committee.

2.24.3 Play structures shall include, but not be limited to play forts, tree house, swing sets, climbing apparatus, and other play equipment, whether temporary or permanent.

2.24.4 The Architectural Control Committee is empowered to promulgate such guidelines with respect to materials, size, and location for any play structures.

2.24.5 All play equipment or portable toys including, but not limited to, skate board ramps, bicycles, wading pools, yard game equipment, sand boxes, balls and hockey goals shall be stored so that they are not visible from the street in front of the Lot.

Section 25. Firearms.

2.25.1 The use of or discharge of firearms, air rifles or pellet guns is prohibited except by certified peace officers.

2.25.2 Hunting of any kind and by any method, including but not limited to firearms, traps, snares, bow and arrows, or manually propelled missiles, is prohibited.

Section 26. Fireworks.

2.26 The sale and/or use of aerial fireworks is prohibited.

ARTICLE III.

ARCHITECTURAL CONTROL

Section 1. Creation of Architectural Control Committee.

3.1 There is hereby created an Architectural Control Committee (herein sometimes called the 'Committee') comprised of the members of the Board of Directors of Spring Creek Forest Civic Association, Inc., or a committee designated by the Board of Directors of Spring Creek Forest Civic Association, Inc. to act on their behalf. In the event any of the said members should die, resign, or become ineligible to act, the Board of Directors of the Association shall have full authority to designate a successor. No member of the Committee or its designated representatives as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument. All members of the Architectural Control Committee or any member of any committee designated by the Board of Directors shall be required to be a Spring Creek Forest resident property Owner who is not currently in default in the payment of maintenance assessments or charges related thereto and shall not have an existing violation of the use restrictions herein.

Section 2. Architectural Control Committee Procedures.

3.2.1 No Building or other improvements shall be erected, placed or altered on any residential Building site or Lot until the construction plans and specifications therefor, and the plat plan of the Building sites showing the locations of all Buildings and sidewalks to be erected thereon, have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, conformity and harmony with the external design of the existing structures in Spring Creek Forest subdivision, and as to location of the Building

and improvements with respect to topography and finished grade elevation.

3.2.2 A majority of the Committee may designate a representative with authority to approve the design and location of any Building.

3.2.3 Any approval or disapproval by the Committee of any matters herein required or permitted shall be in writing.

3.2.4 If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after any plans and specifications have been received by the Committee, the plans will be deemed to have been approved. It is the responsibility of the homeowner making the submittal to obtain some form of dated receipt of submission of plans and specifications to the Committee.

3.2.5 The Architectural Control Committee is empowered to promulgate, and may file for record in the Real Property Records of Harris County, Texas, such guidelines as are necessary for proposed original construction or modification of a Building, structure or improvement on a Lot as set forth herein and as permitted by the Texas Property Code or any successor thereto.

3.2.6 The Architectural Control Committee is also empowered to modify the guidelines as the needs of the subdivision change. Any guidelines established or modified shall require the prior approval of a majority of the members of the Board of Directors of the Association at a regular or special meeting of the Board of Directors.

ARTICLE IV.

EASEMENTS

Improvements are not permitted within Easements, except Fences, limited landscaping, swimming pool piping, air conditioning equipment, light poles, basketball goal posts, flagpoles, and driveways and sidewalks where they must cross front or side yard easements to access the street. Other limited exceptions are set out in the applicable Standard. Any improvement constructed within an Easement without the consent of the Easement holder is subject to removal by the Easement holder. Approval by the Architectural Control Committee is not approval by the Easement holder.

ARTICLE V.

UTILITIES

Section 1. Street Lighting.

5.1.1 Street lighting on all Lots will be by individual gas lights, connected to a house tap, furnished by the Building near the center of the outside of the front wall of each house and shall be positioned in alignment with neighboring lamps on the Lots that borders each Lot.

5.1.2 Owners of corner Lots at the intersection of two (2) streets shall be required to install and maintain two (2) street lights, one (1) light on the front portion of the Lot as described above, and one (1) light on the side portion of the Lot.

5.1.3 The street light lamp shall be of a style, material and design consistent with other street lights in Spring Creek Forest.

5.1.4 No street light shall be installed without the prior written approval of the Architectural Control Committee.

5.1.5 Temporary inspection and approval of the gas piping shall be secured as soon as the plumbing is roughed in, the house is roofed, and the gas meter is set, and from that time forward, the street light shall be kept burning from dusk until dawn by the builder or any subsequent Owner or resident.

5.1.6 Electric lights may be used in place of gas lighting provided the style and design of such lamp is similar and compatible with other gas lighting in Spring Creek Forest. Electric and/or gas cables must be buried. Electric lights shall be lit from dusk until dawn.

5.1.7 Illumination of street lighting shall be at least fifty (50) foot candles measured at the lamp.

5.1.8 The Architectural Control Committee is empowered to promulgate such guidelines as is necessary with respect to street lighting.

Section 2. Electrical Services.

5.2 Underground electric service shall be available to all Lots in this section except that in situations where rear Lot lines are immediately adjacent to existing overhead distribution lines complete with transformers and secondary lines serving adjacent property, underground electric service will not be provided and service will be supplied either by means of overhead drops or underground services out to rear Lot easements and up the existing poles (to point of connection with overhead secondary lines) in accordance with standard practice. The Owner of each Lot shall at his cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and/or any other governing body which has jurisdiction over same) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment of such cable (such point of attachment to be designated by the electric company) to the electric company's installed transformers or energized secondary junction boxes. The electric company furnishing service shall make the necessary electrical connections at said point of attachment and at the meter. In addition, 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 the electric company furnishing service to the Residence constructed on such Owner's Lot. For so long as electric service whether or not underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as 'single phase, 120/240 volt, three wire, 60 cycle alternating current'.

ARTICLE VI.

ANNUAL MAINTENANCE FUND AND LIENSection 1. Maintenance Assessments.

6.1.1 The lien for maintenance funds created by the original Declaration of Covenants, Conditions and Restrictions filed of record in the Real Property Records of Harris County Texas, is hereby ratified, confirmed and extended.

6.1.2 Each Lot in the Properties continues to be subject to an annual maintenance charge and each Owner is obligated to pay and each Owner of any Lot 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; (1) annual assessments or charges, and (2) special assessments for capital improvements, community development, protection and betterment and (3) fees upon conveyance of the Lot or refinancing of the debt on the Lot.

6.1.3 Such assessments to be collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property as authorized, created and set forth in the Original Declaration of Covenants, Conditions and Restrictions against which each such assessment is made.

6.1.4 Each such assessment, together with interest, costs, late charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

6.1.5 The personal obligation for delinquent assessments shall not pass to his successor in title unless assumed by them.

Section 2. Purpose of Assessments.

6.2.1 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of common areas, if any.

6.2.2 The responsibilities of the Homeowners' Association shall include, by way of example but without limitation, at its sole discretion, any and all of the following: maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining right-of-ways, easements, esplanades and other public areas, if any; purchase and/or operating expenses of recreation areas, if any; 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 Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; if desired, caring for vacant Lots and doing any other thing necessary or desirable

in the opinion of the Association to keep the Properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is 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. Rate of Assessment.

6.3.1 The maintenance charge on all Lots is \$355.00 for 2000. The maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1, of the current year.

6.3.2 The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors of the Association as the needs of the subdivision may, in the judgment of the Board of Directors of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$325.00 per Lot per year, unless increased as provided below.

Section 4. Annual Assessment Increases.

6.4.1 The maximum annual assessment for 2000 is \$355.00 per Lot. The maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year by a majority vote of the Board of Directors.

6.4.2 The annual assessment may be increased more than ten percent (10%) above the maximum assessment for the prior year with a majority vote of a quorum of the members of the Association present, in person at any bi-annual meeting or special meeting duly called for this purpose. Notification of the vote shall be made by mail at least thirty (30) days in advance.

6.4.3 The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates shall be established by the Board of Directors.

Section 5. Special Assessment.

6.5 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, one only special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or any expenditures for community development, protection and betterment; provided that any such special assessment shall have the assent of a majority of a quorum of the votes as stated in the Bylaws of the members who are voting in person at any bi-annual meeting or a special meeting of the members duly called for this purpose. Notification of the vote shall be sent by mail at least thirty (30) days in advance of the date of the meeting.

Section 6. Effect of Nonpayment of Assessments.

6.6.1 Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of ten percent (10%) per annum and the Association may assess late charges on a monthly basis commencing on February 1st each year.

6.6.2 The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

6.6.3 Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot.

6.6.4 Foreclosure of a tax lien attaching against a Lot under Chapter 32, Tax Code, shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Area or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages.

6.7.1 The Lots continue to be subject to the continuing Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all first mortgage liens, present and future given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price on any such Lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such first mortgage lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder, according to the Real Property Records of Harris County, Texas, of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lienholder, 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 any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

6.7.2 No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

ARTICLE VII.

GENERAL PROVISIONS

Section 1. Obstructions.

7.1 No shrub or bush which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the streets and/or property lines, and a line connecting them at points twenty-five (25) feet from the intersection of the streets, or in the case of a rounded property corner, from the intersection of the streets and property lines which are perpendicular to the streets. The same sight line limitations shall apply on any Lot with a property line within ten (10) feet from the intersection of a street, edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

Section 2. Term.

7.2 These covenants and restrictions are to run with the land and shall be binding upon and inure to the benefit of all Owners of Lots, and all persons claiming under them until January 1, 2020, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then Owners of the Lots, is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part. However, with the written joinder and approval of Spring Creek Forest Civic Association, Inc., anytime after filing of this Modification of Declaration of Covenants, Conditions and Restrictions, it may be amended, but not rescinded, by an instrument signed by not less than a majority of the Lot Owners and the Board of Directors of Spring Creek Forest Civic Association, Inc., or its successors or assigns.

Section 3. Enforcement.

7.3.1 The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns, and equally for the benefit of any subsequent Owner of a Lot or Lots, and his heirs, executors, administrators and assigns.

7.3.2 Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties.

7.3.3 The Association shall be entitled to recover from the Owner all of its attorney's fees, expenses and court costs in any proceeding to enforce the terms hereof by the

Association. The attorney's fees, expenses and court costs shall be assessed against the Owner and shall be recoverable and subject to the lien, foreclosure and collection rights of the Association including an Order of Sale by any constable or sheriff of the State of Texas.

7.3.4 In the event of default by an Owner in any of the requirements set forth in these restrictions and the continuance of such default after ten (10) days written notice thereof by certified mail, return receipt requested, the Owner empowers and authorizes the Association, after approval of two-thirds (2/3) vote of the members of the Board of Directors, to enter upon such Owner's Lot without liability to the Owner, and do or cause to be done anything necessary to secure compliance with these restrictions so as to place such Lot and the improvements situated thereon in a neat, attractive, healthful and sanitary condition and may render a statement of charge to the Owner of such Lot for the cost of such work.

7.3.5 The Owner agrees, by the purchase of such Owner's Lot, to pay such charge immediately upon receipt of an invoice therefore, together with interest at the rate of ten percent (10%) per annum from the date such costs were incurred and reasonable attorney's fees, expenses and court costs for collection of such charge and such charge shall be recoverable and secured by the lien which secures the Annual Maintenance Charge and subject to the collection rights of the Association, including foreclosure of the lien.

Section 4. Owner's Easement of Enjoyment.

7.4 Every Owner shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Area, if any;

(b) The right of the Association to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Area and facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each member.

(c) The right of the Association to suspend the voting rights and right to use any recreational facility by an owners for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infractions of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as required by state law.

Section 5. Severability.

7.5 The invalidity, abandonment or waiver of any one of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

Section 6. Annexation.

7.6 Additional residential property and common area within an area adjacent to any section of Spring Creek Forest may be annexed to the properties upon the submission of plans for the development and subsequent approval of each stage of development, with the approval of the Board of Directors of Spring Creek Forest Civic Association, Inc.

EXECUTED this the 23rd day of DECEMBER, 1999.

SPRING CREEK FOREST CIVIC ASSOCIATION, INC.

By: [Signature]
Name: L.J. DAVIGNON, JR
Title: PRESIDENT

THE STATE OF TEXAS X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared L.J. DAVIGNON, JR the PRESIDENT of SPRING CREEK FOREST CIVIC ASSOCIATION, INC. a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of December, 1999.

[Signature]
Notary Public State of Texas

