

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
CREEK WOOD BEND SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by CREEK WOOD BEND PROPERTIES, L.P., a Texas limited partnership (“Declarant”), for the purposes herein set forth as follows:

**ARTICLE I**  
**Recitals**

Section 1.01. Declarant owns certain real property (the “Property”) in San Jacinto County, Texas, more particularly described as follows:

Lots One (1) through Twenty-three (23), inclusive, in Section One (1), of the CREEK WOOD BEND SUBDIVISION in San Jacinto County, Texas, as said lots are depicted upon a plat of said Section One (1) of the Creek Wood Bend Subdivision recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of San Jacinto County, Texas, to which plat and its recording reference is hereby made for all intents and purposes.

Section 1.02. In order to establish a general plan for the development of the Property, Declarant desires to subject the Property to certain covenants, conditions and restrictions which shall govern the development and improvement of the Property.

**ARTICLE II**  
**General Provisions**

Section 2.01. Definitions. The following words when used in this Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

Association-A corporation organized under Chapter 22 of the Texas Business Organizations code, to be known as the CREEK WOOD BEND HOMEOWNERS ASSOCIATION, INC., or by such other name as may be designated at the time of its incorporation as provided in Article III hereof.

- (a) Board-The Board of Directors of the Association as provided in Section 3.05 hereof.
- (b) Committee-The Architectural Control Committee designated and constituted as provided in Article V hereof.
- (c) Common Areas-Those portions of the Property, if any, designated as such on the Recorded Plat and any other property, real or personal, which may be owned by the Association for the use and enjoyment of the members of the Association.
- (d) Declarant-Creek Wood Bend Properties, L.P., a Texas limited partnership, whose general partner on the date hereof is Rowland Rental Company, L.L.C., a Texas limited liability company.
- (e) Declaration-This Declaration of Restrictions and Protective Covenants, as the same may be amended at any time and from time to time as provided for herein.
- (f) Easements-Those areas designated as such on the Recorded Plat and any other areas within the Property which may be established as such by this Declaration, the Declarant or any other party.
- (g) Member-The owner of each Parcel, who shall also be a member of the Association as Provided in Section 3.03 hereof.

- (h) Owner-The record owner, including Declarant, whether one or more persons or entities, of the fee simple title to any Parcel, excluding those having such interest merely as security for the performance of an obligation.
- (i) Parcel-Any one of those separate lots comprising the Property. The term "Parcel" shall not include "Harrell Cemetery Road," the Common Areas nor any other reserves or residences shown on the recorded plat.
- (j) Recorded Plat-Being the map or plat of Section One (1) of the Creek Wood Bend Subdivision in San Jacinto County, Texas, as such map or plat is recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of San Jacinto County, Texas.

Section 2.02. Establishment of Restrictions and Protective Covenants. Declarant does hereby declare that the Parcels shall be sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, development standards and uses as hereinafter provided for, all of which shall be binding upon any and all parties having or acquiring any right, title and interest in any Parcel or Parcels. The Parcel or Parcels to be so conveyed shall be designated as such in the deeds of conveyance thereof by reference to, and adoption of, this Declaration, together with any other additional covenants and restrictions which may be placed on any Parcel or Parcels.

Section 2.03. Purpose of Restrictions.

Control of Development. The purpose of this Declaration is to protect the Declarant and the Owners against the improper development and use of the Parcels; to assure compatibility of design of improvements within the Property; to secure and preserve sufficient setbacks and space between buildings so as to create an aesthetically pleasing environment; to provide for the maintenance of the improvements to be constructed upon any Parcel; and in general to encourage construction of attractive, high quality, permanent improvements that will promote the general welfare of the Declarant and all Owners, while retaining for Declarant reasonable flexibility to respond to changing or unforeseen circumstances so as to alter permitted uses and control and maintain the first class quality and distinctive nature of the Property.

Section 2.04. Amendments to Declaration. The restrictions, covenants, designations of uses and all other matters contained herein are expressly subject to change, modification and/or deletion by means of amendment at any time and from time to time as provided herein, and no parties, other than Declarant and the Association, shall ever attain any vested rights whatsoever in the contents of this Declaration or have any justification for reliance on any matter contained herein. Notwithstanding any other provision in this Declaration to the contrary, at such time as a Parcel is conveyed, all restrictions, covenants, designations of uses and all other matters contained in this Declaration shall be binding upon the Owner and the heirs, personal representatives, successors and assigns of the Owner, and, as to any such Parcel, the same cannot be revised or amended except by the Board and then, only as to the matters covered by Section 3.01 of this Declaration. Nothing contained in or inferable from this Declaration shall ever be deemed to impose upon any other land owned or to be owned by the Declarant, (which other land owned by Declarant shall include, without implied limitation, the land designated as "Residue of 95.783 Acres" on the Recorded Plat), or any related entity, any covenants, restrictions, easements or liens or to create any servitudes, reciprocal negative easements or other interests in any such land in favor of Declarant or any other party. The power to designate the boundaries of the Parcels, to restrict the use of the Parcels, to modify restrictions, covenants and conditions, to grant variances to the terms of this Declaration, and to amend or revise this Declaration shall lie with the Declarant or, after incorporation of the Association, with the Board acting on behalf of the Association. The power to enforce the obligations contained herein shall lie with the Board, provided, however, upon any failure of the Board to promptly enforce this Declaration, any Owner shall thereupon have the power and authority to enforce the terms and provisions

of this Declaration, but this Declaration shall remain subject to the right of the Association to grant waivers or variances therefrom.

Section 2.05. Recordation of Declaration and Amendments. This Declaration and any amendment, modification or revision thereto, shall not be effective until filed for record with the Clerk in charge of the Official Public Records of Real Property for San Jacinto County, Texas.

### **ARTICLE III** **Association**

Section 3.01. The Association. The Declarant shall within a reasonable time after the recordation of this Declaration, charter a corporation organized under the Texas Business Organizations Code to be known as the CREEK WOOD BEND PROPERTY OWNERS ASSOCIATION, or by such other name as may be designated at the time of its incorporation, which incorporation may be prior to or after the conveyance of any Parcel, for the purposes of assuring compliance with the terms of this Declaration. The Association, acting through its Board, shall have the power to enforce the covenants, conditions, restrictions and all other terms contained in this Declaration, and, subject to the provisions set forth herein, shall also have the following powers:

- (a) To amend or modify and provision of this Declaration;
- (b) To grant variances from the restrictions and obligations set forth herein;
- (c) To set forth and modify or amend the uses, restrictions, covenants and conditions of this Declaration; and/or;
- (d) To enforce the obligations and covenants of any Owner as set forth herein.

Declarant, the Association and the Board shall never be under any obligation to enforce the covenants, conditions, restrictions and other terms of this Declaration and any failure to so enforce shall never give rise to any liability whatsoever on the part of the Declarant, Declarant's successors or assigns, the Association or the Board.

Section 3.02. Additional Powers. The Association, to the extent the Board deems appropriate for Association purposes, shall have the power to own real and personal property, open bank accounts, contract for legal, accounting and other professional services, retain employees, and to otherwise do that which it believes necessary or prudent to carry out the terms of this Declaration or to conduct its business and affairs.

Section 3.03. Membership. The Owner of each Parcel shall automatically be a Member of the Association.

Section 3.04. Voting Rights. The Association shall have a voting membership consisting of all Owners, including Declarant. Each Member shall be entitled to one vote regardless of amount of Parcels owned, but in no event shall there be more than one vote cast for each Parcel, that is, multiple parties owning a Parcel shall be entitled to one (1) vote for each Parcel owned.

All notice requirements and other matters relating to voting and other matters of the Association shall be as set forth in the Association Bylaws.

Section 3.05. Board of Directors. The Association shall have a Board of Directors composed of not less than three (3) members and not more than five (5) members. The Bylaws of the Association shall specify the procedure for nomination and election of Directors, as well as the terms to be served by the respective Board members; however, for a period of three (3) years from the date of execution of this Declaration, any and all Directors may be removed from the Board at any time by the Declarant with or without cause.

Section 3.06. Powers of the Board. The Board shall have those powers enumerated in the Bylaws of the Association so as to enable it to provide for the maintenance of common Areas, if any, maintenance of easements and roadways, support of any Committee, and reasonable management of Association affairs.

Section 3.07. Addition of other Sections. Without creating any implied obligation to do so, Declarant specifically reserves and retains the right to include:

- (a) other residential sections of the Creek Wood Bend Subdivision within the control and Supervision of the Association and
- (b) any or all of the lands comprising the “Residue of 95.783 Acres” depicted upon the Recorded Plat within the control and supervision of the Association.

#### **ARTICLE IV** **Assessments**

Section 4.01. Covenants for Assessments. Each Owner of any Parcel by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration for acquisition of the Parcel so as to have affected the purchase price), to pay to the Association: (i) regular annual assessments or charges and (ii) such special assessments as may be levied and allowable hereunder. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land comprising the Parcel and shall be a continuing lien upon each Parcel against which each such assessment is made and shall be the continuing obligation of the then existing Owner of such Parcel at the time when the assessment became due.

Section 4.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the welfare of the Owners and for carrying out the purposes of the Association as set forth in its Articles of Incorporation and in this Declaration. The principal purpose of the assessment is to:

- (a) maintain easements, roadways and Common Areas, if any, located on and/or used in connection with the Property for the general benefit of the Property, and
- (b) pay premiums for liability and/or other forms of insurance to insure the Association for liability or other reasons.

Section 4.03. Annual Assessment. Every Owner of a Parcel shall pay the Association an annual assessment. The initial assessment shall be TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per Parcel per year, payable in advance. Upon any purchase of a Parcel from Declarant, such purchaser shall, in addition to the purchase price for such Parcel or Parcels, pay the annual assessment for each Parcel so purchased prorated for the remainder of the year in which such Parcel was purchased. Under no circumstances shall Declarant be obligated to pay the annual assessment. The only exception to this would be if any partner of Declarant occupies any Parcel as such person’s residence.

Any increase or decrease in the annual assessment shall be determined by the Board. In determining the amount of changes in the amount of the assessment for each Parcel, the Board shall consider current maintenance costs, estimated increases of maintenance costs and needs of the Association for that year.

Section 4.04. Due Date of Assessments. The annual assessment shall become due and payable on the 15<sup>th</sup> day of January of each calendar year and shall be considered delinquent if not paid by the 15<sup>th</sup> day

of the following month of February.

Section 4.05. Owner's Personal Obligation for Payment of Assessments. The annual assessments provided for herein shall be the personal and individual debt of the Owner of a Parcel covered by such assessments. No Owner (except for Declarant as stated in Section 4.03) may exempt himself or herself from liability for such assessments. In the event of the default in the timely payment of any such assessment, the Owner of the Parcel shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the non-paid assessments from the due date thereof, together with all costs and expenses, incurred in connection with the collection thereof, including attorney's fees.

Section 4.06. Assessment Lien and Foreclosure. All sums assessed in the manner provided for in this Article but unpaid, shall, together with interest and the cost of collection, including attorneys' fees, become a continuing lien and charge on the Parcel covered by such assessment, which shall bind and be a continuing charge upon such Parcel. This lien shall be superior to all other liens, security interest and other types of encumbrances and/or charges against said Parcel except only for ad valorem tax liens, liens for purchase money and/or development costs and all sums unpaid on a first deed of trust lien of record in the Real Property Records of San Jacinto County, Texas, which liens for such purposes shall be superior to the assessment lien herein provided with the understanding that assessments subsequent to a foreclosure of such a superior lien shall continue to bind the mortgaged property and be secured by an assessment lien as herein provided. The Association shall have the power to subordinate the assessment lien to any other lien or security interest, such power being entirely within the discretion of the Association. To evidence the assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the Parcel covered by such lien and a description of the Parcel. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of San Jacinto County, Texas. Such lien shall attach in the priority set forth above from the date that such payment is delinquent as set forth herein and may be enforced by foreclosure of the defaulting Owner's Parcel by the Association in like manner as a mortgage on real property, subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the Owner personally for collection of the assessment. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. Upon written request of any mortgagee holding a prior lien on any part of the Parcel, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

## **ARTICLE V**

### **Architectural Control Committee**

Section 5.01. Designation of Committee. The Association shall have an Architectural Control Committee (the "Committee") which shall consist of no fewer than three (3) members who shall be natural persons and who shall be appointed by the Board of Directors of the Association. For a period of three (3) years from the date of execution of this Declaration, the appointment of the members of the Committee must be approved by Declarant, and during such period any and all members of the Committee may be removed by the Declarant with or without cause. After such date, the Board shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Committee. The Declarant's and/or Board's discretion in such matters shall be unreviewable.

Section 5.02. Function of Architectural Control Committee. No Improvement (as defined herein) shall be commenced, erected, placed, maintained or permitted to remain on any portion of the Parcel until

plans and specifications in such form and detail as the Committee may deem necessary shall be submitted and approved in writing by the Committee. The Committee shall have the power to employ professional consultants to assist it in discharging its duties and shall have the right to charge any applicant a reasonable fee to defray its costs of reviewing such plans and specifications. The decision of the Committee shall be final, conclusive and binding upon the applicant. "Improvement" shall mean and include all buildings, structures, including roof structures, parking areas, walls, hedges, mass plantings, poles, driveways, sidewalks, grading and site preparation work, concrete or asphalt pads, swimming pools, bulkheads, boating facilities, signs, utility connections, exterior illumination, changes in any exterior color or shape and any new exterior construction or exterior improvement that may not be included in any of the foregoing. Improvement does include both original improvements and later changes and improvements.

Section 5.03. Content of Plans and Specifications. A set of plans and specifications shall be submitted for approval prior to commencement of the construction of any Improvement.

Section 5.04. Rules and Regulations. The Committee shall promulgate such rules and regulations as it, in its sole discretion, deems proper to govern the submission of plans and specifications, including a requirement of design submission in phases, as well as format and content. A copy of such rules and regulations shall be made available to all Owners upon request. Such rules and regulations may be amended at any time and from time to time as the Committee may see fit, provided, however, that once final approval has been given, no subsequent change in rules or regulations shall affect such approval.

Section 5.05. Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, conformity and harmony of external design and of location with neighboring structures and sites, relation of finish grades and elevation to neighboring sites and conformity to both the specific and general intent of the restrictions and covenants set forth herein. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them totally or may approve or disapprove part, conditionally or unconditionally and reject the balance.

Section 5.06. Failure of Committee to Act. If the Committee fails to approve or disapprove plans or specifications or to reject them as being inadequate within thirty (30) days after submission thereof, it shall be conclusively presumed that the Committee has approved such plans and specifications; provided, however, that the Committee shall have no right or power either by action or failure to act, to waive or grant any variances specifically reserved to Declarant or the Association in this Declaration.

Section 5.07. Limitation of Liability. Neither the Declarant, the Association, the Committee nor any of the members thereof shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

## **ARTICLE VI** **Protective Covenants**

Section 6.01. Notwithstanding any other provision contained herein to the contrary, including the right of the Association to amend this Declaration, the following uses shall not be permitted on any Parcel or on any portion of the Property:

- (i) Any use which involves the raising, breeding or keeping of any animals, livestock or poultry (such as cows, horses, goats and chickens), or exotic or dangerous pets of any type (such as pit bulls, rottweillers, snakes, ferrets, etc.) that may pose a

safety or health threat to any Owner; provided however, cats, dogs or other generally recognized household pets of a reasonable number (as determined by the Board) shall be allowed on a Parcel provided that they are not kept or maintained for any commercial purpose. Any pet which endangers the health of any Owner or occupant of a Parcel or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as determined by the Board, must be permanently removed from the Property upon seven (7) days written notice by the Board.

- (ii) Any dangerous or unsafe uses.
- (iii) Any heavy industrial uses, including, without limitation, any heavy manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing and rubber or gutta-percha manufacturing uses.
- (iv) Any mining or mineral exploration or development.
- (v) Any use which may require water and sewer services in excess of the capacities allocated to the Parcel by Declarant.
- (vi) Any noxious or offensive activity which the Association deems objectionable and adverse to the preservation of property values.
- (vii) Use of firearms or fireworks in subdivision is expressly prohibited.
- (viii) Any religious use.
- (ix) Any use which violates any statute, rule, regulation, ordinance or other law of any governmental entity, including, but not limited to all rules, regulations, ordinances and orders of the Texas Water Development Board, the Texas Water Commission, the Trinity River Authority of the State of Texas and/or San Jacinto County, Texas.

Section 6.02. No outside privies or toilets shall be permitted upon any Parcel. All toilets shall be installed inside any residence hereafter constructed on any Parcel and prior to the occupancy thereof.

Section 6.03. Each Parcel shall be used for single-family residential purposes only. The term “residential purposes,” as used herein, shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, motels, and all other commercial uses and all such uses of the Property are hereby expressly prohibited.

Section 6.04. No building shall be erected, altered, placed or permitted to remain on any Parcel other than for a single family dwelling and one or more private garages approved by the Committee as herein provided. No residence shall be located nearer than ten feet (10’) to any boundary line, nor nearer than fifty feet (50’) from the right-of-way of Harrell Cemetery Road, with the exception of Lots Twenty-one (21), Twenty-Two (22) and Twenty-three (23) which will be no closer than twenty feet (20’) from the right-of-way of Harrell Cemetery Road, nor nearer than seventy-five feet (75’) from the existing bulkhead on any Parcel, with the exception of Lots Twenty-one (21), Twenty-two (22) and Twenty-three (23), which will be no closer than fifty feet (50’) from the existing bulkhead from any Parcel. No garage may be located nearer than ten feet (10’) to the line of any Parcel. For the purposes of this covenant, eaves shall not be considered as a part of the residence. If two (2) or more Parcels are consolidated into a building site, the provisions of this Article VI shall be applied to such resultant building site as if it were one original, platted tract; however, the lot owner will still be responsible for both maintenance fees for each original piece of land. No utility, storage or other out-building approved by the Committee may be located closer to the front lot line than the rear of the primary residence or one hundred fifty feet (150’), whichever is the greater distance from the front lot line. “Front lot line” is defined as that property line of any Parcel which faces Harrell Cemetery Road. Any Improvement placed within the boundary of the Trinity River Authority of the State of Texas flowage easement must comply with all of the rules,

regulations, ordinances and requirements of the Trinity River Authority of the State of Texas.

Section 6.05. No noxious or offensive activity shall be carried on upon any Parcel, nor shall anything be done thereon which may be an annoyance or nuisance to any other Owners.

Section 6.06. No structure of a temporary character, trailer, mobile home, house trailer, manufactured home, tent, shack, garage, barn or other out-building shall be used on any Parcel at any time as a residence, either temporarily or permanently. No camping at any time.

Section 6.07. No residential structure shall be placed on any Parcel unless its living area has a minimum of 1,700 square feet of living area if single story, and 2,000 square feet of living area if two (2) stories, when measured from wall to wall and excluding porches and garages.

Section 6.08. No Parcel shall ever be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall always be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 6.09. Any residence constructed on a Parcel shall be dried-in within six (6) months and completed with reasonable diligence and in all events within one (1) year from the commencement of construction, unless such period is extended in writing by the Committee, unless completion is prevented by war, strikes, an act of god, or extreme, adverse weather. After the completion of such construction, any temporary structures used in the construction shall be removed.

Section 6.10. No professional, business or commercial activity of any nature, or to which the general public is invited, shall be conducted on any Parcel.

Section 6.11. Except as provided in the following sentence, no Parcel shall be subdivided in any fashion, except that any Owner owning two (2) or more adjoining Parcels may, but shall not be obligated to, consolidate such Parcels into a single building site. Notwithstanding the previous sentence, should an Owner construct an Improvement in violation of any term of this Declaration, then, with the written consent of the Board, an Owner may purchase from the Owner of an adjoining Parcel a sufficient strip of land in order to correct any such violation.

Section 6.12. No boat, truck or unsightly vehicle shall be stored or kept for the purpose of repair on any Parcel, except in enclosed garages or storage facilities protected from the view of the public or other residents of the Property.

Section 6.13. Both prior to and after the occupancy of a dwelling on any Parcel, the Owner thereof shall provide appropriate space for off-the-street parking for any vehicle or vehicles.

Section 6.14. All burning or other disposal of waste material must be in compliance with the State of Texas and County of San Jacinto regulations. Notwithstanding the provisions of the previous sentence, during the construction of any Improvement, a dumpster for garbage and waste materials, as well as a structure commonly referred to as a "porta potty" shall be maintained on the Parcel and utilized for their intended purposes.

Section 6.15. Any residence constructed on a Parcel: (1) must be built in place upon permanent foundations, (2) must be built according to plans and specifications approved by the Committee which, in addition to those set forth herein, meet the minimum requirements of all applicable building codes for residential construction in San Jacinto County, Texas, (3) must be of sturdy, permanent construction, built of first class materials, (4) must have exterior design and appearance acceptable to and approved by the Committee, (5) must, within reasonable limits, have harmony of external design with other structures within the Creek Wood Bend Subdivision, (6) must be constructed with exterior masonry, which includes brick, brick veneer, stone, stone veneer, rock, Hardi-board siding, log or cedar and (7) must, during the construction period be in compliance with Section 6.145 and other relevant provisions of this



Declaration. In no instance shall more than eighteen (18) inches of the slab of the residence be exposed above finished grade as viewed from any street or right-of way, (8) must, during all phases of construction, maintain a construction dumpster. All structures must be constructed and maintained so as to have a first class, clean and presentable appearance and be in accordance with these protective covenants. Every residence shall have a garage large enough to accommodate under roof a minimum of two (2) automobiles. Open carports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Board. Every accessory building and/or structure, shall be compatible with the residence. The construction of any Improvement on any Parcel shall be completed within a reasonable time and with due diligence after it is begun, but in all events shall residences be completed within one (1) year from the date on which such construction is undertaken, unless exceptions permitted under Section 6.09 of this Declaration exist.

Section 6.16. No fence, other than a chain link fence with steel posts set in concrete, brick masonry fence in permanent foundation, split rail fence with all posts in concrete or other permanent ornamental fence of a type in customary use in the subdivision of which this Parcel is part may be erected nearer to the front property line than the rear of the residence, provided such fence shall not exceed sixty inches (60") in height and must be approved as with other buildings. The term "fence" as used herein, shall not be construed to be a patio wind screen or a growing hedge trimmed to forty-eight inches (48") or less in height.

Section 6.17. That portion of any Parcel between the front boundary line and a line which is located coincident with the rear line of the residence extended to the side boundary lines and parallel to the front boundary line shall be used only as a yard. The remainder of the tract may be used for gardening and for other personal uses of the occupants of the Parcel so long as such other uses conform to the applicable requirements contained in this Declaration.

Section 6.18. Each Parcel shall be maintained in a sanitary and neat condition, free from rubbish, junk, trash, debris, unused or unusable tools and equipment or other unsightly or unsanitary material. Grass and weeds shall be kept mowed. All tools and equipment shall be stored or housed in a storage building approved by the Committee. No advertising signs (except for one "For Sale" sign no larger than the usual and customary per Parcel sign), billboards or other unsightly objects shall be erected, placed or permitted to remain on any Parcel; nor shall any Parcel be used in any way for any purposes which may endanger the health or unreasonable disturb the owner or occupant of any adjoining Parcel.

Section 6.19. Declarant, for itself and its successors and assigns, retains ownership to all natural drainage easements, along with the right of ingress and egress thereto. No Improvement may be erected upon, I, over or across any natural or developed drainage easement. No Improvement, dirt or other material may be placed on any drainage easement that would in any way tend to restrict or interfere with the free flow of water into or through, or inhibit access for maintenance of, drainage easements, drainage ditches or drainage structures placed thereon by Declarant or by San Jacinto County, its or their respective successors or assigns.

Section 6.20. All activities and improvements within the flowage easement of the Trinity River Authority of the State of Texas, including dredging, filling, building of docks, bulkheads or any other structures or improvements, must comply with the rules, regulations, ordinances and other requirements of the Trinity River Authority of the State of Texas, the Corps of Engineers, San Jacinto County, the State of Texas, or any other agency having jurisdiction within such flowage easement.

**ARTICLE VII**  
**Easements and Utilities**

Section 7.01. Easements. A utility easement, twenty feet (20') in width, for the installation and maintenance of utilities, is reserved along that boundary line of any Parcel which fronts upon Harrell Cemetery Road for the benefit of Declarant, its successors and/or assigns or any company providing utility services to the Property or surrounding lands. This easement is the same easement that is depicted upon the Recorded Plat. Furthermore, a utility and access easement, ten feet (10') in width parallel and adjacent to each boundary line of a Parcel that does not front upon Harrell Cemetery Road or Lake Livingston, or Stephens Creek, is reserved for the benefit of Declarant, its successors and/or assigns or any utility company providing utility services to the Property, and Parcel, or any other lands adjacent to or near the Property. No shrubbery, fence or other obstructions shall be placed within such easements. The right of use for ingress and egress shall be had at all times over such easements and for:

- (a) the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that be placed within such easement which would constitute interference with the use, maintenance, operation or installation of such utility, and
- (b) to allow vehicle and/or pedestrian access to and from Harrell Cemetery Road and Lake Livingston or Stephens Creek.

Section 7.02. Placement of Utilities. In order to maintain the beauty of the Property, all wires, pipes and other materials used in connection with the installation of any utility to an Improvement shall be placed beneath the ground a sufficient depth. Without the written consent of the Board, no utilities shall be exposed above the ground.

**ARTICLE VIII**  
**Maintenance**

Section 8.01. Duty of Maintenance. Owners and occupants (including lessees) of any Parcel shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep and maintain that Parcel so owned or occupied, including buildings, improvements, grounds and easement areas, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but not be limited to:

- (a) Prompt removal of all litter, trash, refuse and waste.
- (b) Lawn mowing.
- (c) Tree and shrub pruning and or removal of dead or fallen trees.
- (d) Watering of lawns, trees and shrubs.
- (e) Keeping exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive and attractive, free of weeds.
- (g) Keeping park areas and driveways in good condition and repair.
- (h) Comply with all governmental health and police requirements.
- (i) Repainting of improvements.
- (j) Maintaining and repairing bulkheads and boat facilities.
- (k) Repair of exterior damages and improvements.

Section 8.02. Failure of Duties or Responsibilities. If, in the reasonable opinion of the Board, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, the Board may give

such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill his or her duty and responsibility within such period, the Board shall have the right to:

- (a) grant additional periods or time to allow the Owner or occupant sufficient time to fulfill his or her duties and/or
- (b) authorize its agent or agents to enter on the premises and perform such care and maintenance without any liability whatsoever for damages for wrong entry, trespass or otherwise to any person. The Owners and occupants of the premises on which such work performed shall be jointly and severally liable for the cost of such work and shall promptly reimburse the Association for such costs. If such Owners or occupants shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work, said indebtedness shall be a debt of all such persons, jointly and severally, and shall constitute a lien against that specific Parcel on which said work was performed. Such lien shall have the attributes as the lien for assessment as set forth herein, which provisions are incorporated herein by reference.

## **ARTICLE IX** **Enforcement**

Section 9.01. The Declarant, the Association and/or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, condition, charges, liens and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

## **ARTICLE X** **Miscellaneous**

Section 10.01. Terms. This Declaration and the covenants, restrictions, charges and liens set forth herein shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association and the Declarant and their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date this Declaration is filed for record with the Clerk in charge of the Real Property Records of San Jacinto County, Texas, after which time it shall be automatically extended for successive periods of ten (10) years without limiting the rights of the Association pursuant to Section 3.01 of this Declaration, this Declaration may be amended and/or terminated at any time by seventy-five percent (75%) of the total eligible votes of the Membership of the Association as set forth herein. Any such amendment and/or termination will be effective at such time as an instrument reflecting such termination is filed for record with the Clerk in charge of the Real Property Records of San Jacinto County, Texas.

Section 10.02. Severability. If any of the covenants, conditions, liens or terms of this Declaration shall be found void or unenforceable for any reason whatsoever by any court of law or of equity, then every other covenant, condition, lien, restriction or term contained herein shall remain valid and binding.

Section 10.03. Disclaimer of Representations. The matters set forth in this Declaration constitute the only representations binding upon the Declarant and no party shall ever be justified in relying upon any representations as to the scope or nature or any other aspect of the Property not expressly set forth in this Declaration.

Section 10.04. Captions: Singular, Plural and Gender. The section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. Words used herein shall be deemed including singular and plural and any gender as the context requires.

Section 10.05. Designation of Roadway. The designations and names of all roadways set forth in this Declaration and the Recorded Plat are for purposes of identification and convenience only.

Section 10.06. Governing law. This Declaration is made in San Jacinto County, Texas, and shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder, including, but not limited to, the obligation to pay annual and special assessments, are to be performed in San Jacinto County, Texas.

DECLARANT:

CREEK WOOD BEND PROPERTIES, L.P.  
a Texas limited partnership

BY: ROWLAND RENTAL COMPANY, L.L.C.  
Its General Partner

BY: \_\_\_\_\_  
C.M. ROWLAND, III, President

THE STATE OF TEXAS

COUNTY OF POLK

BEFORE ME, the undersigned authority on this day personally appeared, C.M. ROWLAND, III, President of ROWLAND RENTAL COMPANY, L.L.C., a Texas limited liability company, on behalf of the CREEK WOOD BEND PROPERTIES, L.P., which limited liability company is the General Partner of the CREEK WOOD BEND PROPERTIES, L.P., a Texas limited partnership, having proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of the CREEK WOOD BEND PROPERTIES, L.P., a Texas limited partnership, and that said ROWLAND RENTAL COMPANY, L.L.C. executed the same as its General Partner and as the act of such limited partnership.

Given under my hand and seal of office on this the \_\_\_\_\_ day of August, 2006.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

R. MALCOLM JONES  
415 North Washington Ave.  
Livingston, TX 77351

