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DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
STABLEWOOD FARMS

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STABLEWOOD FARMS**

111

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS DECLARATION is made on the date hereinafter set forth by MNC Realty, L. P., a Texas Limited Partnership, hereinafter referred to as Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Harris County, Texas known as Stablewood Farms Section One, a subdivision containing fifty-four (54) lots out of the A. Bodin Survey, A-133, Harris County, Texas according to the map or plat thereof, filed on the 21st day of November, 2002 under Film Code No. 525026 of the Map Records of Harris County, Texas hereinafter referred to as the "Property"; and

WHEREAS, Declarant desires to develop the Property as a residential subdivision, together with any other land which Declarant at its sole discretion may hereinafter add thereto, and to provide and adopt a uniform plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control and preserve the values and amenities of the Property for the development, improvement, sale, use and enjoyment of the Property as a residential subdivision; and

WHEREAS, Declarant desires to subject the Property, together with additional land as may hereinafter be made subject hereto, to the assessments, conditions, covenants, easements, reservations,

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and restrictions hereinafter set forth, for the benefit of the Property, additions thereto, and each Owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable for the enforcement of the Declaration and the efficient preservation of the amenities in said subdivision, to create an Association (hereinafter defined) to which shall be delegated and assigned the power of administering and enforcing these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the assessments; and

WHEREAS, there has been or will be incorporated, one or more non-profit corporations created under the laws of the State of Texas, including the first being the Stablewood Farms Community Association, Inc. (the "Association"), whose directors will establish By-Laws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid. No more than one such non-profit corporation shall be in existence at any one time.

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon said Property and shall run with the Property and be binding on all parties, now and at anytime hereinafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property.

Owners of Lots within Stablewood Farms Section One are advised that at the southeastern corner of Section One there exists Restricted Reserve "C", restricted to water plant purposes only. Owners of

Lots within Section One grant an easement to the Declarant and the Association for any incidental noise, odors, and/or traffic which may occur due to the existence, use, operation, maintenance and replacement of said water plant.

Owners of Lots within Stablewood Farms Section One are advised along the eastern perimeter of Section One there exists Restricted Reserve "D" which reserve is a drainage reserve. Owners of Lots within Section One grant an easement to the Declarant and the Association for any incidental noise, odors, and/or traffic which may occur due to the existence, use, operation, and maintenance of said reserve. Owners are advised that maintenance of Restricted Reserve "D" is the obligation of MUD No. Ten, or its successors or assigns.

Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the placement, construction, design, operation, maintenance and replacement of the drainage reserve and agree to indemnify the parties released from any damages they may sustain.

Owners further grant an easement to the Declarant and the Association for any incidental effect, visibility of water, noise, odor, and/or traffic created by MUD No. Ten in its normal operation and/or maintenance of the drainage reserve. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the condition, maintenance, and/or water level of the drainage reserve.

Owners of Lots within Stablewood Farms Section One are advised that along the eastern perimeter of Section One there exists an eighty foot (80') Northwest Harris County MUD # 10 Easement

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which easement is described in detail under Harris County Clerk's File No. U344498. Owners of Lots within Section One grant an easement to the Declarant and the Association for any incidental noise, odors, and/or traffic which may occur due to the existence, use, operation, and maintenance of said easement.

Owners of Lots within Stablewood Farms Section One are advised that adjacent to the eastern perimeter of Section One there exists a sixty foot (60') Northwest Harris County MUD # 10 Easement which easement is described in detail under Harris County Clerk's File No. S317195. Owners of Lots within Section One grant an easement to the Declarant and the Association for any incidental noise, odors, and/or traffic which may occur due to the existence, use, operation, and maintenance of said easement.

Owners of Lots within Stablewood Farms Section One are advised that Section One contains Restricted Reserve "B" (hereinafter Reserve B), restricted as a landscape reserve. A portion of Reserve "B" may be left in its natural state. No efforts are being made to protect Owners, or the licensees and invitees of Owners as related to the unimproved portion of Reserve B. It should be noted that Declarant knows of dangerous conditions which may exist in the unimproved portion of Reserve B, such as, by way of illustration and not limitation, the following: holes, roots, stumps, ditches, gullies, erosion and/or instability of natural topography, insects, snakes, and animals. The Board of Directors has the right to promulgate rules and regulations governing the use of Reserve B

Owners whose Lots abut Reserve B shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve B. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore Reserve B to its condition immediately prior to said infiltration.

ARTICLE I. DEFINITIONS OF TERMS

The following words when used herein shall have the following meanings when capitalized (unless the context requires otherwise and the term is then not capitalized):

- A. "ARC" means the Architectural Review Committee established for the Property as set forth in Article VIII, Section A.
- B. "Annexation Agreement" or "Supplemental Amendment" means a separate written document which may annex Eligible Property, which is recorded in the Real Property Records of Harris County, Texas and any other county in which all or a portion of the Property is located.
- C. "Annual Assessment" means the assessment levied against all Lots for the purposes set out in Article XIII, Section B.
- D. "Association" means STABLEWOOD FARMS COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors, assigns, or replacements which has jurisdiction over all properties located within the land encumbered under this Declaration, as same may be amended.
- E. "Board" means the duly elected Board of Directors of the Association as provided within the By-Laws.
- F. "Builder" means an individual or entity that purchases multiple Lots from the Declarant for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. "Builder" shall not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or re-constructing or replacing a Dwelling after demolition or destruction, either partial or complete.

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- G. "Builder Guidelines" means a publication of the ARC that sets forth general guidelines as to various standards including but not limited to construction types and aesthetics, exterior harmony of any and all improvements placed upon or constructed on any Lot, which publication may be amended without notice to owners.
- H. "By-Laws" means the By-Laws of the Stablewood Farms Community Association, Inc., as they may be amended from time to time.
- I. "Common Area" means all real property owned in fee or held in easement by the Association for the common use and enjoyment of the Owners and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.
- J. "Declarant" means MNC REALTY, L.P., its successors and assigns, as may be evidenced by a written instrument recorded in the Real Property Records of Harris County, Texas and any other county in which all or a portion of the Property is located.
- K. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Stablewood Farms or any other Eligible Property brought under the control of this document.
- L. "Dwelling" means a structure or structures intended for single family residential use.
- M. "Eligible Property" means all of the property eligible to become subject to this Declaration, as same may be amended from time to time by Declarant as additional property is made eligible for annexation into Stablewood Farms as allowed under this Declaration.
- N. "Hardscape" shall include but not be limited to such items as rocks, landscape timbers, railroad ties, fountains, statuary, sculpture, terracing materials, lawn swings, yard art.

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- O. "Homesite" means one or more Lots upon which a Dwelling may be erected subject to this Declaration.

- P. "Lot" means a parcel of Property defined as one Lot by the recorded plat and/or any replat thereof in the Map Records of Harris County, Texas, and subject to this Declaration. Homesites may be comprised of more than one Lot; each such Lot will be subject to the rights and duties of membership in the Association. There shall be an assessment due for each Lot owned as defined by the then plat of record.

- Q. "Master Plan" shall mean and refer to the proposed land use plan for the development of Stablewood Farms as it may be determined by Declarant in its sole and absolute discretion, from time to time. Said Master Plan may include all, none, or a portion of the Property or such other property which Declarant may, without the obligation to do so, from time to time subject to this Declaration by a subsequently recorded Supplemental Amendment or Annexation Agreement. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration.

- R. "Member" means an Owner, as defined in this article, who is in good standing per Article V, Section A.

- S. "Owner" means an Owner of any Lot within the Property, including a builder or builders. Persons or entities holding title to a Lot only as a lienholder shall not be an Owner for purposes of this Declaration.

- T. "Property" means all of the property subject to this Declaration, and any additional property that is annexed into Stablewood Farms as allowed under this Declaration.

- U. "Recreational Site" means Common Area that is set aside for use as reserves or green space.

- V. "Special Assessment" means an assessment levied under Article XIII, Section D for a specific purpose.
- W. "Stablewood Farms" and/or "Stablewood Farms Subdivision" means Stablewood Farms Subdivision, located in, Harris County, Texas. Stablewood Farms Subdivision is more particularly described on the plat of Stablewood Farms Section One, filed under Film Code No. 525026 of the Map Records of Harris County, Texas. Stablewood Farms may be amended if, as, and when additional land is annexed into the subdivision by the recording of a Supplemental Amendment or Annexation Agreement.

ARTICLE II. PURPOSE AND INTENT

Stablewood Farms Subdivision as initially planned, is intended to be a single-family residential development that is planned to feature residential and recreational uses.

This Declaration shall serve as the means by which design, maintenance and use of the Property and property anticipated to be a part of Stablewood Farms will be established. The Master Plan of the Declarant for Stablewood Farms shall be subject to change as necessary in the sole and absolute discretion of the Declarant.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

A. Property Initially Encumbered

The Property that is initially encumbered by this Declaration and is therefore a part of the Stablewood Farms Subdivision is more particularly described on the plat of Stablewood Farms Section One, filed under Film Code No. 525026 of the Map Records of Harris County, Texas. Owners of Property are Members of the Association and have executed this Declaration.

B. Annexation of Additional Property

Without the joinder of any other Owners or Members, the Declarant reserves the exclusive right for twenty-five (25) years following the execution of this Declaration to annex any property into Stablewood Farms. Such annexation shall be accomplished by the execution and filing for record of a Supplemental Amendment or Annexation Agreement setting forth the land being annexed provided the maintenance fee provision shall be uniform as to all Lots.

The right of the Declarant to annex land under this Section shall pass to the Association upon the expiration of the twenty-five (25) year term granted above or upon the termination of Class "B" Membership pursuant to Article V, Section C, whichever occurs first.

ARTICLE IV. SUPPLEMENTAL AMENDMENT/ANNEXATION AGREEMENT

Declarant may subject additional property or land to the Property by the recording of a Supplemental Amendment or Annexation Agreement in the Real Property Records of Harris County, Texas and/or any other county where a portion of the Property lies.

The Supplemental Amendment or Annexation Agreement may serve as an annexation document provided that the Association has the right to collect maintenance assessments on a uniform basis with other Lots in the Property.

ARTICLE V. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Eligibility

Eligibility to vote or serve as a representative, director or officer of the Association shall be predicated upon a Member being in good standing with the Association. To be in good standing, the Member must have all assessments of every type and category paid up to date and have no outstanding financial obligations to the Association that are delinquent. Additionally, no Member shall be allowed

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to vote or hold office if that Member is noted within the records of the Association to have a current deed restriction violation on one or more Lots in Stablewood Farms.

B. Membership

The sole criteria to become a Member of the Association is to hold ownership of a Lot within the Property. This is not to imply that any holder of a mere security interest (such as a mortgagee, or holder of any other lien against property) would be a Member, unless that holder of the security interest foreclosed and thereby became the Owner of the Property. Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Multiple owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e. all votes for, or all votes against a particular issue).

All duties and obligations set forth in this Declaration or any Supplemental Amendment or Annexation Agreement are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligations. Mandatory membership shall begin with the execution of this Declaration and shall pass with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members.

C. Voting Rights

The Association shall have two classes of membership, Class A and Class B, as follows:

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1. Class A Membership

Class A Members shall be all Members with the exception of Class B Members, if any. Each Class A Member's voting rights shall be based on the number of Lots owned and shall be determined as follows:

One (1) vote shall be granted per platted Lot.

2. Class B Membership

Class B Members shall include the Declarant, represented by its employees or representatives, and such Owners as the Declarant may, in its sole discretion, confer Class B Membership status upon. Each Class B Member's voting rights shall be based on the number of Lots owned, and shall be determined as follows:

Declarant shall initially have a total of 2500 votes, which total shall be reduced by one (1) vote for each Lot that is sold.

Declarant shall retain control and authority to appoint all members of the Board of Directors of the Association as set out in the By-Laws. Any remaining Class B Members shall be converted to Class A members at the earliest to occur of the following:

1. After Declarant has no more Lots; or
2. January 1, 2028; or
3. The Declarant desires to release such control and authority (or any portion thereof) to the Association as evidenced by an instrument recorded in the Official Public Records of Real Property of Harris County, Texas.

At such time, any remaining Class B Members shall be converted to Class A members and elections shall be held to elect the members of the Board of Directors of the Association pursuant to the provisions of the Articles of Incorporation and the By-Laws of the Association.

D. Voting Procedures

Class A and Class B Members shall exercise their votes as set out in the By-Laws.

ARTICLE VI. EFFECTIVE DATE OF DECLARATION

This Declaration shall be effective as of the date this document is recorded in the Official Public Records of Real Property of Harris County, Texas, and any other county in which the Property is located.

ARTICLE VII. USE RESTRICTIONS

A. Residential ^{Use} Uses Permitted

Homesites within Stablewood Farms shall be used exclusively for single-family residential purposes. The term "single-family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single nuclear family, as defined below. No multi-family Dwellings may be constructed on any portion of the Property. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Homesite. It is permitted for tenants to lease a residence in Stablewood Farms, so long as tenants are leasing the entire land and improvements comprising the Homesite.

No Homesite shall be occupied by more than a single nuclear family. For purposes of these restrictions, a single nuclear family shall be defined as any number of persons related within the second degree of consanguinity or affinity, living with not more than one (1) person who is not so related as a single household unit and one household employee of such household unit. It is not the intent of the Declarant to exclude from a Homesite any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained in this Declaration is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

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B. Non-Permitted Uses

1. No business nor business activity, whether for profit or not, shall be permitted in or on any Homesite, except that an Owner or occupant may conduct business activities that are merely incidental to the Owner's residential use within a Dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation of the Dwelling or Homesite by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of Stablewood Farms; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Stablewood Farms, as may be determined in the sole discretion of the Board. A day-care facility, church, nursery, pre-school, or other similar facility is expressly prohibited.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to other persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of the entire Dwelling shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the Declarant or by a Builder with approval of the Declarant with respect to its development and sale of the Property. Garage sales or yard sales (or any similar vending of merchandise) conducted on any Homesite

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shall be considered business activity and therefore prohibited. The Association may, but shall not be obligated to, sponsor, organize or otherwise provide for a community wide garage sale.

No business vehicles displaying commercial signs or advertising shall be permitted to be parked within public view in Stablewood Farms, other than service vehicles contracted by owners of Homesites to perform specific services. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of twenty-four (24) hours in a residential section of Stablewood Farms, without prior written permission of the Association, whose approval will be issued at its sole and absolute discretion.

2. No livestock, domestic or wild animals, nor plants or crops shall be raised on any Homesite or the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants or produce for anything of value to the seller shall constitute a sale of the merchandise and therefore prohibited under this provision.

C. Other Uses -- Potential for Multi-Family and Commercial Use Tracts

The Eligible Property may generally be used for any residential, multi-family, or commercial purposes, unless subject to this Declaration, whereby restricting it to use as set out herein.

D. Parking and Prohibited Vehicles

No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Homesite, easement, right-of-way, unless such vehicle or object is completely concealed from public view inside a garage. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) are qualified by current vehicle registration and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) are capable of fitting inside a garage and do not exceed eight feet (8') in width and (e) have

no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk or be parked on a grassy area. The restriction concerning commercial advertising shall not apply to any vehicles, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior written approval of the Board.

No more than three (3) vehicles (passenger cars or non-commercial trucks or vans consistent with the residential use of a Homesite) may be parked on the driveway of a Homesite at any time. Such vehicles to be parked on a Homesite must meet the restrictions of this Declaration and at all times be operable, have current license tags, state inspection stickers, and comply with current mandatory insurance under the laws of the State of Texas, unless otherwise completely concealed in an enclosed garage. All vehicles parked within Stablewood Farms shall also be maintained in a manner such that the appearance of the vehicles does not detract from the marketability and appearance of Stablewood Farms. No vehicle that cannot physically fit within the designed garage of the Dwelling with the door closed will be construed as a vehicle incident to residential use of a Homesite. Additional rules and regulations for the use and parking on private and/or public streets may be promulgated by the Association.

Recreational vehicles, such as mobile homes, campers, and boats are not considered vehicles incident to the residential use of a Homesite and therefore are not permitted to be stored on Homesites for any period of time. A recreational vehicle with not more than two axles may be parked in front of or on the Homesite for up to twenty-four (24) hours for loading and unloading only.

Parking of any vehicle other than in a driveway of a Homesite or other paved area provided for parking for more than twenty-four (24) hours is expressly prohibited.

502-79-2064

E. Screening

No Member or occupant of any portion of the Property shall permit the keeping of articles, goods, materials, refuse, trash or garbage containers, air-conditioners, storage tanks, or like equipment in the open, exposed to public view, or exposed to view from adjacent Homesites. All such items must be screened from view and placed in a location first approved in writing by the ARC. Such screen shall be of a height at least equal to that of the materials or equipment being stored, but in no event shall such screen be more than six feet six inches (6' 6") in height. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings.

F. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature shall be stored on any Homesite forward of the fence at the front wall of the house situated thereon, unless the equipment, machinery or materials is being used temporarily (not more than one week) and is incident to repair or construction of the Homesite. All equipment, machinery, and materials shall be properly stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies shall likewise be disposed of immediately off of the Homesite, or stored out of view until trash collection occurs.

Trash may only be placed outside for collection the evening before collection. Such trash must be contained to protect from animals or spillage and trash cans must be removed from sight the same evening of collection.

G. Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following:

(1) For Sale Signs. An Owner may erect one (1) sign on his Lot, not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising the property for sale.

(2) Political Signs. Not more than two political signs, not exceeding 2' x 3' in area, may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within three (3) days after such election.

(3) School Spirit Signs. Signs containing information about one or more children residing in the Dwelling and the school they attend shall be permitted so long as the sign is not more than 36" x 36" and is fastened only to a stake in the ground. There shall be no more than one sign for each child under the age of eighteen (18) residing in the Dwelling, and said signs may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year.

(4) Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for the "Child Find" program or a similar program sponsored by a local police and/or local fire department.

All signs within Stablewood Farms are subject to the Builder Guidelines and Bulletins promulgated by the ARC.

A Builder and/or the Declarant may place certain information and advertising signs on Lots without the prior permission of the ARC, so long as such signs are similar to those listed as acceptable for Builder use in the Builder Guidelines promulgated by the ARC and so long as such signs do not otherwise violate this Declaration.

If any sign is placed within Stablewood Farms in violation of this Declaration, the Association or its agents shall be authorized to enter upon any lot or Homesite and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

H. Basketball Goals and Backboards

No basketball goal, net and/or backboard may be kept, placed or mounted upon any Lot or kept, placed, attached or mounted to any fence or Dwelling without prior approval by the ARC. All basketball goals and/or backboards are subject to the Builder Guidelines and Bulletins, and reasonable Rules and Regulations as to type, location, and hours of use promulgated by the ARC. All basketball goals and/or backboards shall at all times be maintained and kept in good condition. If any basketball goal, net and/or backboard is placed within the subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such basketball goal, net and/or backboard violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

2902-51-206

I. Flagpoles

No flag pole of any kind may be kept, placed, or mounted, to any fence, or upon any Lot so as to be visible from public view. Flags mounted on a standard size flag pole inserted into a bracket on a house shall be permitted provided that the location and size of any flag shall be as provided in the Builder Guidelines, but in no case may the size of the flag pole exceed five feet (5') in length. Such bracket-mounted flags shall be of the size and style intended for residential use on holidays and/or special occasions, a United States flag, or Texas flag, and shall at all times be maintained and kept in good condition. Flags are subject to the sole and absolute discretion of the Association as to acceptable content, appearance and size. Only one flag at a time may be displayed. If any flag pole is placed within the subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such flag violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

A Builder and/or the Declarant may place certain information and advertising flags on model home Lots without the prior permission of the ARC, so long as such flags are similar to those listed as acceptable for Builder use in the Builder Guidelines promulgated by the ARC. Such flags placed by a Builder or the Declarant on a Lot where a model home exists must be removed within ten (10) days after the Builder or Declarant are no longer in the subdivision selling homes or upon sale of the model home Lot to an end user, whichever occurs first.

J. Exterior Holiday Decorations

The display of exterior holiday decorations, by way of illustration but not limited to lights, banners, flags, wreaths, shall be subject to reasonable rules and regulations promulgated by the

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Association. Such rules shall address the appearance and length of time of such display. Such display shall be maintained and kept in good condition at all times. If any exterior holiday decorations are placed, or remain, within the subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such exterior holiday decoration, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

K. Reservation of Minerals

The Property and any future land made subject to this Declaration are hereby subjected to the following reservation and exception: Declarant hereby reserves unto itself and its successors, assigns and predecessors in title in accordance with their respective interests of record all oil, gas and other minerals in, on and under said land, but Declarant on behalf of itself and its successors, and assigns hereby waives the right to use the surface of the land, provided that Declarant hereby retains and reserves the right on behalf of itself and its successors and assigns to pool the land with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the land below the depth of one hundred feet (100') by means of wells located on the surface of land or easements owned by Declarant or other owners of oil, gas or other minerals. Such exceptions, retained rights and reservations shall inure to the benefit of Declarant, and its respective successors and assigns in accordance with their respective interest of record.

L. Common Areas

The Association, subject to the rights of the Members set forth in this Declaration and any amendments or Annexation Agreement, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive and

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sanitary condition. No Member may appropriate any portion of the Common Areas or any improvement thereon for his or her own exclusive use. Any Member or his or her guests, family or invitees that causes damage to the Common Area shall be financially responsible for said damage. The cost of repair, if not timely paid by the Member (within thirty [30] days) shall be assessed against the Member's Homesite and secured by the continuing lien set forth in Article XIII, Section A of this Declaration.

M. Window Treatments

Within three (3) months of occupying a Dwelling on any Homesite, an Owner shall install appropriate window treatments in keeping with the aesthetics of Stablewood Farms. Appropriate window treatments would include, by way of illustration, curtains and draperies with backing material of white, light beige, cream, light tan, or light gray); blinds or mini-blinds of the same colors or natural stained wood; and/or shutters of the same colors or natural stained wood. No other window treatment color may be visible from the exterior of the Dwelling.

Expressly prohibited before and after the initial three (3) months of occupancy are any temporary or disposable coverings not consistent with the aesthetics of Stablewood Farms, such as reflective materials, newspapers, shower curtains, sheets, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for window coverings in a residential subdivision of the same caliber as Stablewood Farms.

N. Antennas

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Homesite, which is visible from any street, common area or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the ARC. The ARC may require as much screening as possible while

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not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No Multichannel Multipoint Distribution Service ("MMDS") antenna mast may exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this section is not attempting to violate the Telecommunications Act of 1996 ("the Act"), as may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Act.

In the event that it is impossible to receive a signal from a non-visible location, the installation of antennas shall be subject to Rules and Regulations which may be promulgated by the Association setting out preferred alternate locations for antennas.

O. General Nuisances

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Homesites, Recreational Sites or Common Areas.

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No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on the Property, unless required by federal, state or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Homesite. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any visible part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

P. Tree Removal

Prior to initial construction of a residence, removal of any tree with a caliper of six inches (6") or more measured twelve inches (12") from the base of the tree shall require approval of the ARC.

After initial construction of a residence, no trees greater than four (4) caliper inches to be measured at a point twelve (12") inches above grade shall be removed, except for diseased or dead trees

and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ARC. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Association may determine necessary, in its sole discretion, to mitigate the damage.

Q. Animals and Pets

No animals, livestock (including swine of any kind) or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets, not to exceed a total of three (3) pets, may be permitted in a Dwelling. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals kept inside the Dwelling, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. No pets are permitted to roam free. If, in the sole discretion of the Association, any pet endangers the health, makes objectionable noise, or constitutes a nuisance or inconvenience to the Owners of other Dwellings or the Owners of any portion of the Property it shall be removed upon request of the Board. If the owner fails to honor such request, the pet may be removed at the direction of the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs and cats shall at all times whenever they are outside a Dwelling be confined on a leash held by a responsible person.

R. Swimming Pools / Spas

No above ground swimming pools are permitted. All swimming pools and spas require architectural approval as set out in Article VIII herein.

S. Out Buildings/Accessory Buildings

No out building and/or accessory building (including, but not limited to sheds, greenhouses, gazebos, play houses, shade trellis) shall be constructed or placed within Stablewood Farms without the prior written approval of the ARC. The ARC shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures.

T. Sidewalks

Sidewalks shall be installed by the Builder, as set out in the Builder Guidelines. Sidewalks shall be kept in a well maintained condition at all times. Cracked or broken concrete shall mean that the sidewalk is not in a well maintained condition. The maintenance of all sidewalks is the responsibility of the Owner. The maintenance of the Lot, including mowing of all grass, up to and including the curb is the obligation of the Owner.

U. Deed Restriction Enforcement

1. Authority to Promulgate Rules and Regulations

The Board of Directors has the authority to promulgate reasonable rules and regulations concerning enforcement of the covenants and restrictions contained in this Declaration, any Supplemental Declaration, Annexation Agreement, and/or amendments concerning the use of Common Areas.

2. Attorney's Fees and Fines

In addition to all other remedies that may be available, the Association has the right to collect attorney fees and/or fines, subject to notice and an opportunity to be heard if required by law, as set by the Board from any Owner that is in violation of this Declaration, any applicable Supplemental Declaration, Annexation Agreement, or amendments, the Builder Guidelines, or any other rule or regulation promulgated by the Association.

3. Remedies

Every Owner shall comply with all provisions of this Declaration, the By-Laws, and the rules and regulations of the Association, all other dedicatory instruments of the Association and any amendments or supplements to any of the foregoing. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Association may avail itself of any and all remedies provided in this Declaration, any amendment, Supplemental Restriction, the By-Laws or any other dedicatory instruments.

4. Enforcement by Owners

Each Owner is empowered to enforce the covenants in a legal manner.

V. Notices and Easements

1. Utilities and General

There are hereby reserved unto Declarant, so long as the Declarant owns any Property or Eligible Property, the Association, and the designees of each (which may include, without limitation, Harris County and any utility) access and maintenance easements upon, across, over, and under all of the Property and Eligible Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on Property or Eligible Property that Declarant owns or within easements designated for such purposes on recorded plats of the Property or Eligible Property.

Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to

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construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling; any damage to a Homesite resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person or entity exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Homesite.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, wastewater supplier, electric company, cable company and natural gas supplier easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meter boxes, installation equipment, service equipment, and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of this easement shall not extend to unauthorized entry into the Dwelling on any Homesite, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property or Eligible Property, except as may be approved by the Board of Directors or Declarant.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions or all of the Common Area to Harris County, Texas, or to any other similar local, state or federal governmental entity or private entity for water and sewer purposes.

2. Easement for Flood Water

Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

3. Easements to Serve Additional Property

The Declarant and its duly authorized agents, representatives, and employees, as well as its designees, successors, assignees, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of the Eligible Property, whether or not such Property is made subject to this Declaration. This easement includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on the Eligible Property.

Declarant agrees that if an easement is exercised for permanent access to the Eligible Property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors, or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance to any access roadway serving the property. Such agreement shall provide for sharing of costs based on the ratio that the number of Dwellings or Buildings on that portion of the property served by the easement and not made subject to this Declaration bears to the total number of Dwellings and Buildings within the Property and on such portion of the property.

4. Monuments and Fences

The Association is hereby granted an easement to place, maintain and repair a monument or marker at any entrance to Stablewood Farms. The Declarant has the right, but not the obligation to place a monument or marker at any entrance to Stablewood Farms.

On all Lots, side and rear fencing shall be required and shall be of a material and design in accordance with the Builder Guidelines and as approved by the ARC. The maximum height of any fence shall be six feet six inches (6' 6").

The Declarant and/or the Association is hereby granted an easement for the right to install a perimeter fence along the perimeter of the Property, which perimeter fence may exceed six feet six inches (6' 6") in height. A perimeter fence, if any is installed along the perimeter of the Property, shall be placed at the outermost edge of the property line of Lots abutting the perimeter of the Property as shown on the Plat. The perimeter fence, if any is installed, shall be the property of the Association and will be the responsibility of the Association to maintain. Such perimeter fence, if so installed, shall be deemed an improvement of the Common Area and shall be maintained as a common expense.

Owner shall be responsible for the maintenance, repair and/or replacement of all fences in existence at time of transfer from Builder to Owner, with the exception that all brick fences which border Common Areas shall be the property of the Association and will be the responsibility of the Association to maintain. Such fences shall be deemed an improvement of the Common Area.

It shall be the responsibility of each Owner to maintain in good working condition all gates in accordance with standards set by the City of Houston, Harris County and the State of Texas.

The continuing compliance with any revisions in the applicable state or city laws shall be the responsibility of the Lot Owner. Lot Owner agrees to indemnify and hold harmless Association for any liability for personal injury (including death) or property damage as a result of the Lot Owner's failure to erect and/or maintain a fence and/or gates.

ARTICLE VIII. ARCHITECTURAL RESTRICTIONS

A. Architectural Review Committee – "ARC"

The initial ARC shall be composed of three individuals designated by Declarant, one of whom may be designated as Representative to act on behalf of the ARC. The Declarant reserves the right to

appoint replacements as necessary by reason of resignation, removal or incapacity. The Declarant shall retain the right of ARC appointment until the earlier of:

1. until the Declarant does not own any of the Eligible Property, or
2. when the Declarant so desires to relinquish its authority over ARC appointment.

At such time, the Board of Directors of the Association shall have the right to replace such ARC members by duly appointing three Owners in good standing with the Association. The Board of Directors reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment shall be at the sole discretion of the Board of Directors.

The Board of Directors shall have the right to review any action or non-action taken by the ARC and shall be the final authority.

B. ARC Approval Required

No buildings, additions, Hardscape, landscape, modifications or improvements shall be erected, placed or performed on any Homesite until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided. Builders may submit their design plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color, that may be used when building each design. The ARC or Board of Directors may, at their sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect experienced and qualified to review same, who may then render an opinion to the ARC or Board of Directors. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the design of the improvement or the ultimate construction thereof. In the event the ARC fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they

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shall be deemed to be disapproved. The ARC or its assignee, at its sole discretion and to the extent herein not expressly prohibited by this Declaration any Supplemental Amendment or Annexation Agreement, is hereby permitted to approve in writing deviations in the general use restrictions set forth in Article VII in instances where, in its judgment, such deviations will result in a more common beneficial use and enhance the overall development plan for the Property. In the event the ARC fails to approve a written request for a deviation in the general use restrictions within thirty (30) days after receipt thereof, such request shall be deemed to be disapproved. The approval of a deviation in the general use restrictions by the ARC does not obligate the ARC to approve a similar deviation at a later time. Notwithstanding any other provision contained herein, any Dwellings, additions, or improvements erected or placed on any Homesite shall be deemed to comply with the building requirements of the ARC and related covenants contained in the Declaration unless the ARC so notified the Owner in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the ARC or Declarant to enforce the continuing restriction of use contained herein.

The ARC shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Property, where such actions have not first been reviewed and approved, constitute a violation of this Declaration, the Builder Guidelines or any other documents promulgated by the ARC. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with this Declaration, Builder Guidelines, ARC documents and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided in Article XVI, Section F and may continue to assess such fines until ARC approval is granted or the violation is removed. This

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Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved.

Written notice may be delivered to Owner or any agent or contractor with apparent authority to accept same and notice shall be binding on Owner as if actually delivered to Owner.

The ARC or its agents or assigns shall have the right, but not the obligation, to enter the Property to determine if violations of this Declaration, the Builder Guidelines, or any other documents promulgated by the ARC exist. In so doing, the ARC shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

The ARC shall have the right to set time constraints for both the commencement and completion of construction which constraints shall be no less than ninety (90) days [after which date a new approval must be obtained] from approval of the plans to commence construction and nine (9) months from the commencement date to complete construction.

The ARC has the right to charge a reasonable review fee, to be established by the Board of Directors, for review of any plans or specifications submitted for approval to the ARC.

C. Building Setbacks

No Dwelling or other structure shall be erected nearer to any street or property line than that allowed by the applicable plat or other recorded documents unless first approved in writing by the ARC.

Any setback established by the applicable plat shall control, if said setback is more restrictive than the setback established in this Declaration. All Dwellings shall be oriented to the front of the Lot.

Driveways shall be permitted to be placed within a setback as approved by the ARC. No Dwelling shall

562-92-288



be built within five (5) feet of a side Lot line, except that detached garages shall be built no less than three (3) feet of a side Lot Line, (in which case the ARC shall provide the required setbacks for the detached garage). All Lots shall have a minimum rear setback of ten feet (10') or the width of any easement, whichever is greater.

The ARC shall have the right to grant variances for a Lot where the above Building Setback requirements can not be met, including but not limited to when such a variance is necessary due to aesthetic considerations, hardship environmental and topography concerns.

D. Minimum Square Footage

All one story Dwellings must contain a minimum of 1400 square feet of living area which shall not include porches, garages or other non-air conditioned areas. All two story Dwellings must contain a minimum of 1200 square feet of living area on the first floor which shall not include open porches, garages or other non-air conditioned areas.

E. Landscaping

All open, unpaved space in a Homesite, including but not limited to front, side, and rear building setback areas, shall be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property.

Any significant changes in the existing landscaping on any Homesite must have prior written approval from the ARC.

F. Grading and Drainage

Topography of each and every Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject

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Homesite or not. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite, or because of excess runoff caused by their own irrigation system, shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owners shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

G. Temporary Structures

Temporary structures may only be erected on undeveloped Property by Builders or the Declarant with the prior approval of the ARC. Even temporary structures shall be maintained in good condition and all construction debris shall be limited to the Lot where the construction is occurring. Time limitations for such structures are limited to the period of active and exclusive construction and sales within Stablewood Farms.

H. Garages

Dwellings must have either an attached or detached garage capable of housing a minimum of two (2), and a maximum of three (3) full size vehicles. Garages are required to maintain fully operational overhead doors which are in good condition at all times.

ARTICLE IX. MAINTENANCE

A. General Maintenance

Each Owner shall maintain and keep in good repair his or her Dwelling and all structures, parking areas, sidewalks, and other improvements comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked or damaged in any manner. ARC prior approval shall be required for to structures

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and repainting unless paint colors duplicate the original approved colors. Grass modifications, vegetation and weeds on each Homesite shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive.

B. Landscaping

In the event any Owner of any Homesite within the Property fails to maintain the landscaping, grass or vegetation of a Homesite in a manner consistent with the overall standard established within the Property in the sole discretion of the Board of Directors of the Association, the Association, after ten (10) days notice to the Owners of the Homesite setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right but not the obligation, through its agent, contractors and/or employees, to enter upon said Homesite or Building Site and to maintain, cut, trim and/or restore such landscaping, grass or vegetation.

C. Dwelling Exterior

In the event any Owner of any Homesite fails to maintain the exterior of the Homesite, including the exterior of the Dwelling or other structures and the parking areas in a manner consistent with the overall standard established within the Property in the sole discretion of the Board of Directors of the Association, the Association, after thirty (30) days' notice to the Owner of the Homesite setting forth the action intended to be taken by the association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Homesite and to repair, maintain, or restore the exterior of the Dwelling, other structure or parking areas at the expense of the Owner.

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D. Other Hazards

To the extent necessary to prevent rat infestation, diminish fire hazards and/or diminish hazards caused by structural damage, the Association shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling, or other improvement located upon such Homesite, without notice to take the action necessary to prevent such rat infestation, diminish such fire hazards or diminish hazards caused by structural damage at the expense of the Owner.

E. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance, landscaping or other work authorized in this article. The cost of such exterior maintenance, interior hazard diminution, landscaping and other work shall be the personal obligation of the Owner of the Homesite on which it was performed and shall become part of the assessment payable by the Owner and secured by the lien retained in the Declaration. Alternately, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring said Homesite into compliance with these restrictions.

All Members' replacement, repair and restoration practices as to the improvements or any part thereof on Property within Stablewood Farms are subject to the prior approval of the ARC and must comply with this Declaration and all Builder Guidelines which may change from time to time, as found necessary and appropriate in its sole discretion.

ARTICLE X. STANDARDS AND PROCEDURES

The ARC may establish and promulgate the Builder Guidelines, which the ARC may modify or amend as it deems necessary and appropriate for the orderly development of the Property and Stablewood Farms, including but not limited to, those portions of the Builder Guidelines regarding

workmanship, materials, building methods, living area square footage, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. The Builder Guidelines may be amended by the ARC without notice, but they shall not be applied retroactively to reverse a prior approval granted by the ARC or the Association to any Owner or prospective purchaser of any Homesite. The rules, standards, and procedures set forth in the Builder Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner and any other restriction set forth in this Declaration.

ARTICLE XI. VARIANCES

The Board, upon the recommendation of the ARC, may authorize variances from compliance with any of the architectural provisions of this Declaration, any Supplemental Amendment or Annexation Agreement, and/or Builder Guideline unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or other applicable document shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or other applicable document for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulation. In the event the ARC or the Board of Directors fails to approve a written request for a variance within thirty (30) days after receipt thereof, such request shall be deemed disapproved.

562-29-2886

No granting of a variance shall be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration. Action of the ARC or Board of Directors in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

ARTICLE XII. LIMITATION OF LIABILITY

Neither Declarant, the Association, the ARC, the Board, nor any of the respective officers, agents, managers, partners, directors, members, successors or assigns of the above, shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties, 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 matters requiring approval hereunder. Approval by the ARC, the Board, or the Association, nor any of its respective officers, agents, managers, partners, directors, members, successors or assigns, is not intended as any kind of warranty or guarantee as to the integrity or workability of the plans nor the contractors used.

ARTICLE XIII. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments

The Owners of each Lot, by virtue of ownership of Property within Stablewood Farms, covenants and agrees to pay to the Association:

1. Annual Assessments
2. Special Assessments

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The Annual, and Special Assessments together with late charges, attorney's fees, interest and costs shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges, attorney's fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

B. Purpose of Assessments

Annual and Special Assessments levied by the Association shall be used for any legal purpose for the benefit of all Owners as determined by the Association's Board of Directors and, in particular, may by way of example and not limitation or obligation include maintenance, repair or improvement of any Common Area, fence(s) owned by the Association, parkways, private streets and roads, esplanades, setbacks and entryways, police and patrol service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, and any other services as may be in the Property's and Owners' interest and for promotion of the recreational interests of the Members which may include payment for recreational improvements on recreational sites, reserves and/or Common Area. Parkway, streets, roads, esplanades, setbacks and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members. Such shared agreements for maintenance and improvement shall require the consent of a majority of the total number of directors of the Association. Additionally, assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association's fair allocation for maintenance costs for the participation in any agreement among other property owners associations (whether residential, multi-family, commercial or mixed use) in the area and for consolidated programs that provide consistency and economics of scale. Approval to enter such agreements shall require a majority vote of the Board.

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C. Annual Assessment

The Property shall be subject to the Annual Assessment, as follows:

1. Creation

Payment of the Annual Assessment shall be the obligation of each Owner and shall constitute a lien on the Lot(s), binding and enforceable as provided in this Declaration.

2. Rate

The initial Annual Assessment established by the Association shall not exceed Four Hundred Fifty Dollars (\$450.00) per Lot. Declarant shall elect annually in writing to (i) subsidize the approved budget for the subsequent year by paying the difference between the total approved budget for the year less the total amount due by Class A Members; or (ii) elect to pay assessments at the rate of fifty percent (50%) of the amount assessed other Class A Members for each Lot owned. Declarant is required to provide written notice to the Board each year by October 1. Failure by the Declarant to make such election by October 1st of each year shall result in Declarant paying pursuant to the most recent election made in writing to the Board. A Builder shall only be responsible to pay fifty percent (50%) of the assessment of other Lot Owners, for the period of time that the Builder owns a Lot.

3. Commencement

For purposes of calculation, the initial Annual Assessment shall commence on the first day of the first month following the date of the first sale of a Lot to a party other than Declarant. Annual Assessments shall be due in advance on January 1 for the coming year and shall be delinquent if not paid in full as of January 31 of each year.

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4. Proration

An Owner's initial Annual Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the date the Owner, other than Declarant, acquires title to the Lot. The Annual Assessment for any year after the first year shall be due and payable on the first day of January. Any owner who purchases a Lot or Lots after the first day of January in any year shall be personally responsible for a pro-rated assessment amount for that year.

5. Levying of the Assessment

The Annual Assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then current Annual Assessment to reasonably meet the expenses for providing services and capital improvements in Stablewood Farms and may, at its sole discretion and without a vote by the Members, increase or decrease the Annual Assessment in an amount up to twenty percent (20%) over the previous year's Annual Assessment. The Annual Assessment may only be increased or decreased by more than twenty percent (20%) over the preceding year's assessment if such increase or decrease is approved by a majority vote at a meeting of the Members called for said purpose at which a quorum is present in person or by proxy. The Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Members representing a majority of the members present at a meeting called for said purpose at which a quorum is present in person or by proxy.

D. Special Assessments for Capital Improvements

In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any

construction, reconstruction, repair or replacement of a capital improvement in the Common Area or any unusual, infrequent expense benefiting the Association, provided that any such assessment shall have the approval of both a majority of the Class A Members and Class B Members present at a meeting duly called for this purpose at which a quorum is present. Such Special Assessments will be due and payable as set forth in the resolution authorizing such assessment and shall be levied only against those Owners subject to the Annual Assessment as set forth in Section C hereof and shall be pro-rated in accordance therewith. In no event will such Special Assessment be due less than thirty (30) days from the invoice date.

E. Collection and Remedies for Assessments

1. The assessments provided for in this Declaration, together with late charges, attorney's fees, interest and costs as necessary for collection, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges, attorney's fees, interest and costs, shall also be the personal obligation of the Owner of the land at the time the assessment became due. This personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Owner shall have thirty (30) days from the date of the written notice from the Association, to cure a past due assessment before the Association may exercise the remedies set forth in this Article.

2. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (1) eighteen percent (18%) or (2) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the assessments hereby levied, an assessment lien is hereby reserved in each deed from the Declarant to the Owner of each Lot in Stablewood Farms,

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which lien may be foreclosed upon by non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute); each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

The President of the Association or his or her designee is hereby appointed Trustee to exercise the Association's power of sale. Trustee shall not incur any personal liability hereunder except for his or her own willful misconduct.

Although no further action is required to create or perfect the lien, the Association may, as further evidence, give notice of the lien, by executing and recording a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The Association shall also have the right but not the obligation to notify a delinquent Owner's lender, in writing, of such Owner's delinquency and default.

In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 (or any successor statute) and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale no less than twenty one (21) days prior to the date of the proposed foreclosure sale, postage prepaid, registered or certified mail, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association or by hand delivery. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid for such Property at the foreclosure sale and to acquire and

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hold, lease, mortgage and convey the same. During the period Property is owned by the Association following foreclosure, (1) no right to vote shall be exercised on its behalf; (2) no assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid in the following order: (1) all expenses incurred by the Association in connection with such default, including attorney's fees and trustee's fees; (2) from such proceeds there shall be paid to the Association an amount equal to the amount of assessments in default inclusive of interest, late charges and attorney's fees; and, (3) the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot or Homesite foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

F. Subordination of the Lien to Mortgages

The lien for assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any purchase money mortgage on any Lot or Homesite. The sale or transfer of any Lot or Homesite shall not affect the assessment lien. The sale or transfer of any Lot or Homesite shall not relieve such Lot or Homesite from lien rights for any assessments thereafter becoming due. Purchase money mortgagees of record or other purchasers of a Lot or Homesite which obtain title pursuant to judicial or non-judicial foreclosure of the mortgage, shall not be liable for the share of the assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title. However, from the date of foreclosure forward such assessments shall again accrue and be payable to the Association by said mortgagee.

G. Exempt Properties

The following are exempt from payment of assessments under this Declaration: schools, churches and recreational facilities and reserves. All properties dedicated to any accepted use by a municipal county, federal, or other governmental authority and all properties owned by charitable or

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non-profit organizations that are exempt from taxation by federal laws shall be exempt from the assessments created herein and the Owners thereof shall have no voting rights with respect thereto.

H. Notice of Delinquency

The Association or its agent or designee shall be required to give a written notice of the assessment to any Owner who has not paid an assessment that is due under this Declaration. Such notice must be mailed to the Owner's last known address. The address of the Lot or Homesite shall be presumed to be the address for proper notice unless written notice of another address shall be provided by the Owner to the Association. The Owner shall have thirty (30) days, from the date of the written notice from the Association, to cure a past-due assessment before the Association may exercise the remedies set forth in this Article.

ARTICLE XIV. MODIFICATION AND TERMINATION OF COVENANTS

This Declaration may be amended, modified, or terminated by the filing of a recorded instrument executed by the Association or its legal representatives, successors or assigns. So long as Class B membership exists, approval of sixty-six and 06/100 percent (66.6%) of the combined total votes of Class A and Class B Membership shall be required to amend, modify or terminate this Declaration. However, the Declarant may unilaterally amend this Declaration at any time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots and Homesites; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots or

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Homesites; provided, however, any such amendment shall not adversely affect the title to any Lots or Homesites unless the Owner shall consent thereto in writing.

After the termination of Class "B" membership, approval of a majority of the Owners of Lots shall be required to amend, modify or terminate these restrictions and covenants. Upon approval of a majority of the Owners of Lots, as set out above, and the Association's joinder and approval of said amendment (as evidenced by the President's or Vice-President's signature) the amendment shall be recorded in the Real Property Records of Harris County, Texas, whereupon to the extent of any conflict with this Declaration, the Amended Declaration shall control.

For so long as there is a Class "B" membership, Declarant reserves to itself and shall have the continuing right, at anytime, and from time-to-time, without the joinder or consent of any Owners, entity, Lender or other person to amend this Declaration for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, and to meet any requirements specified by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association and any other similarly secured or guaranteed mortgage agency or authority with an interest in any loan related to the Properties; provided however, any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration, and shall not impair or materially adversely affect the vested property or other rights of any Owner or his Mortgagee. Specifically related thereto, so long as there is a Class "B" membership, for any Property subject to this Declaration in which the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association or other similarly secured or guaranteed mortgage agency or authority shall have approved said Property for its loan program, no Supplemental Amendment or Annexation Agreement particular to said Property shall be amended without the prior approval of such agency or authority. However, this

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limitation of amendment to a Supplemental Amendment or Annexation Agreement related to said particular Property shall not limit the rights of the Declarant pertaining to the Declaration as otherwise herein reserved. Particularly reserved to the Declarant, is the right and privilege of Declarant to designate the use restrictions applicable to any portion of the Properties, as provided in Article VII hereof; and such designation, or subsequent change of designation, shall not be deemed to adversely affect any substantive right of any existing Owner.

ARTICLE XV. ALTERNATE DISPUTE RESOLUTION

A. Dispute Resolution

No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; Members; the Board of Directors; officers in the Association; or the Association.

Disputes between Owners that are not regulated by the Declaration shall not be subject to the dispute resolution process.

B. Outside Mediator

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager ("P.C.A.M.") as certified by the Community Associations Institute, or a Certified Property Manager ("C.P.M.") as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in Stablewood Farms, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the

parties. The Board shall maintain a list of no less than five (5) potential mediators, but the parties will be in no way limited to their choice by this list. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Assessment Collection and Lien Foreclosure

The provisions of this Declaration dealing with Alternate Dispute Resolution shall not apply to the collection of assessments and/or the foreclosure of the Assessment Lien by the Association as set out in the Declaration.

E. Term

This Article XV, Alternative Dispute Resolution, shall be in full force and effect for an initial period of three (3) years from the date of execution of this Declaration. However, this Article shall remain in full force and effect unless, at the first open meeting of the Association after such initial period, a majority of the Board of Directors votes to terminate the provisions of this Article XV, Alternative Dispute Resolution.

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ARTICLE XVI. GENERAL PROVISIONS

A. Severability

The invalidity of any one or more of the provisions of this Declaration shall not affect the validity of the other provisions thereof.

B. Compliance with Laws

At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Property and any improvements thereon. If any provision contained in this Declaration or any Supplemental Declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

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

D. Headlines

The titles and captions for this Declaration and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

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E. Governing Law

The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Harris County Texas.

F. Fines for Violations

The Association may assess fines for violations of the restrictive covenants contained in this Declaration, other than non-payment or delinquency in assessments, in amounts to be set by the Board of Directors, which fines shall be secured by the continuing assessment lien set out in this Declaration.

G. Books and Records

The books, records and papers of the Association shall by appointment, during normal business hours, be subject to inspection upon written request by any Member, for any proper purpose. The Articles of Incorporation, By-Laws, and this Declaration shall likewise be available for inspection, by appointment during normal business hours upon written request by any Member at the office of the Association for any proper purpose as set forth in the By-Laws of Stablewood Farms Homeowners Association, Inc.

H. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner in the records of the Association at the time of such mailing.

I. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and

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obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association shall administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

J. Current Address

Owners are required to notify the Association of their current address at all times. If an Owner fails to notify the Association of their current address, the Association shall use the address of the Lot or Homesite as the current address.

K. Security

NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS

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DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

L. Service Mark

Declarant is the prior and exclusive owner and proprietor of, and reserves all rights with respect to the service mark for Stablewood Farms ("Service Mark"). Unless and until a written license agreement has been sought and obtained from Declarant (and in this connection Declarant may withhold consent in its sole and absolute discretion), no person or entity may at any time and/or for any reason whatsoever, use, depict, draw, demonstrate, reproduce, infringe, copy or resemble, directly or indirectly, the Service Mark.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 31st day of December, 2002.

1012-62-299

DECLARANT:

MNC REALTY, L.P., a Texas limited partnership

Jan

By: MNC REALTY MANAGEMENT, L.L.C. a Texas limited liability corporation, its general partner

By: *[Signature]*
Print Name: James R. Jard
Print Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

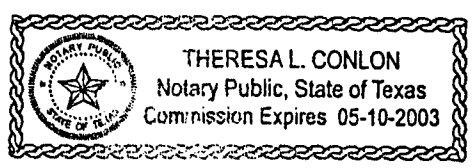
BEFORE ME, the undersigned authority, on this day personally appeared James R. Jard the President of MNC Realty Management, L.L.C., the general partner of MNC REALTY, L.P., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 31 day of January, 2003.

Theresa Conlon
Notary Public - State of Texas

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

FEB - 6 2003



Dorely B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Brenda...
COUNTY CLERK
HARRIS COUNTY, TEXAS
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Order: MKKQPF74L
Address: 15202 Sunlight Bay Ct
Order Date: 01-16-2026
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FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLEWOOD FARMS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, Section 1, is recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. W412779, along with four Amendments thereto, filed under Clerk's File Nos. W678624, X429832, 20060060937 and 20070050252, respectively (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, the Declaration is the Dedicatory Instrument for and encumbers Stablewood Farms, a subdivision in Harris County, Texas, consisting of Stablewood Farms Sections 1 through 5, according to the maps or plats thereof filed under Film Code Nos. 525026, 525033, 0543090, 0543097 and 0578034, respectively, and pursuant to the Supplemental Amendment to Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, Sections 2 through 5, filed under Clerk's File Nos. W648983, X193218, X193217 and Y374105, respectively; and further consisting of Stablewood Farms North, Sections 1 through 3, according to the maps or plats thereof filed under Film Code Nos. 604150, 614102 and 618034, respectively, and pursuant to the Supplemental Amendment to Declaration of Covenants, Conditions and Restrictions for Stablewood Farms North, Sections 1 through 3, filed under Clerk's File Nos. 20070051400, 20070654090 and 20080075492; and

lol

WHEREAS, Article XIV of the Declaration provides that, so long as Class "B" membership exists, the Declaration may be amended by the approval of 66.6% of the combined total votes of the Class "A" and Class "B" membership, by filing a recorded instrument setting forth such amendments and executed by the Association; and

WHEREAS, pursuant to Article V, Section C., 2., of the Declaration, the Class "B" Membership still exists because the Declarant still owns Lots within the Association, because January 1, 2028 has not yet occurred and because the Declarant has not released control of the Association by a recorded instrument;

NOW THEREFORE, as evidenced by the signature of the Board President hereto, the holders of at least 66.6% of the combined total votes of the Class "A" and "B" membership have approved an amendment to the Declaration as follows:

Article VIII Architectural Restrictions, Section D. Minimum Square Footage, which had previously read:

All one story Dwellings must contain a minimum of 1400 square feet of living area which shall not include porches, garages or other non-air conditioned areas. All two story Dwellings must contain a minimum of 1200 square feet of living area on the first floor which shall not include open porches, garages or other non-air conditioned areas.

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Order Date: 01-16-2026
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is hereby amended to read as follows:

All one story Dwellings must contain a minimum of 1000 square feet of living area which shall not include porches, garages or other non-air conditioned areas. All two story Dwellings must contain a minimum of 1000 square feet of living area on the first floor which shall not include open porches, garages or other non-air conditioned areas.

CERTIFICATION

“The undersigned, President of Stablewood Farms Homeowners Association, Inc., certifies that this amendment was approved by at least 66.6% of the combined total votes of the Class “A” and Class “B” membership in accordance with Article XIV of the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms.”

EXECUTED, this 29 day of September, 2008.

STABLEWOOD FARMS HOMEOWNERS ASSOCIATION, INC. *10/2*

By: *Gina Barnes*
President, Stablewood Farms Homeowners Association, Inc.

Print Name: *Gina Barnes*

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared *Gina Barnes*, President of Stablewood Farms Homeowners Association, Inc., and acknowledged to me that this instrument was executed for the purposes, under the authority, and in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this *29th* day of *September*, 2008.



Nicol Robinson
Notary Public, State of Texas

After Recording Return to: //
Holt & Young, P.C.
11200 Richmond, Ste. 450
Houston, Texas 77082

FILED FOR RECORD
8:00 AM

OCT 27 2008

County Clerk
County Clerk, Harris County, Texas

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REF 06064-2226

ANY PROVISION HEREIN WHICH VIOLATES THE RULE, REGULATION, OR LAW OF THE GOVERNMENT OF TEXAS OR THE STATE OF TEXAS IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in my regular Department on the date and at the place indicated by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas as:

OCT 27 2008



Bonny L. Hayden
COUNTY CLERK
HARRIS COUNTY, TEXAS

Order: MKKQPF74L
Address: 15202 Sunlight Bay Ct
Order Date: 01-16-2026
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Holt & Young, P.C.

ATTORNEYS AT LAW
11200 RICHMOND AVE., SUITE 450
HOUSTON, TEXAS 77082
OFFICE: (713) 510-1000
FAX: (713) 510-1001

November 11, 2008

Stablewood Farms HOA
C/O: Mary Gurney
Spectrum Association Management, L.P.
1000 Central Parkway N, Ste. 270
San Antonio, Texas 78232-0000

Re: Documents Recorded with Harris County Real Property Records

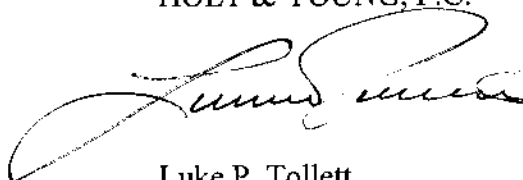
Dear Mary:

Please find enclosed a copy of the Fifth Amendment to the Declaration for the referenced Association. This is the original file-stamped copy from the Clerk's office, please keep it with the Association records and we will keep a copy for our records and in case you ever need one.

Should you have any questions, please call me.

Sincerely,

HOLT & YOUNG, P.C.



Luke P. Tollett

LPT
Enclosures

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SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLEWOOD FARMS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, Section 1, is recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. W412779, along with five Amendments thereto, filed under Clerk's File Nos. W678624, X429832, 20060060937, 20070050252 and 20080533954, respectively (hereinafter collectively referred to as the "Declaration"); and

llw

WHEREAS, the Declaration is the Dedicatory Instrument for and encumbers Stablewood Farms, a subdivision in Harris County, Texas, consisting of Stablewood Farms Sections 1 through 5, according to the maps or plats thereof filed under Film Code Nos. 525026, 525033, 0543090, 0543097 and 0578034, respectively, and pursuant to the Supplemental Amendment to Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, Sections 2 through 5, filed under Clerk's File Nos. W648983, X193218, X193217 and Y374105, respectively; and further consisting of Stablewood Farms North, Sections 1 through 3, according to the maps or plats thereof filed under Film Code Nos. 604150, 614102 and 618034, respectively, and pursuant to the Supplemental Amendment to Declaration of Covenants, Conditions and Restrictions for Stablewood Farms North, Sections 1 through 3, filed under Clerk's File Nos. 20070051400, 20070654090 and 20080075492; and

WHEREAS, Article XIV of the Declaration provides that, so long as Class "B" membership exists, the Declaration may be amended by the approval of 66.6% of the combined total votes of the Class "A" and Class "B" membership, by filing a recorded instrument setting forth such amendments and executed by the Association; and

WHEREAS, pursuant to Article V, Section C., 2., of the Declaration, the Class "B" Membership still exists because the Declarant still owns Lots within the Association, because January 1, 2028 has not yet occurred and because the Declarant has not released control of the Association by a recorded instrument;

NOW THEREFORE, as evidenced by the signature of the Board President hereto, the holders of at least 66.6% of the combined total votes of the Class "A" and "B" membership have approved an amendment to the Declaration as follows:

Article VIII Architectural Restrictions, Section D. Minimum Square Footage, which had previously read:

All one story Dwellings must contain a minimum of 1000 square feet of living area which shall not include porches, garages or other non-air conditioned areas. All two story Dwellings must contain a minimum of 1000 square feet of living area on the first floor which shall not include open porches, garages or other non-air conditioned areas.

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RP 063-48-1087

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Is hereby amended to read as follows:

All one story Dwellings must contain a minimum of 1000 square feet of living area which shall not include porches, garages or other non-air conditioned areas. All two story Dwellings must contain a minimum of 800 square feet of living area on the first floor which shall not include open porches, garages or other non-air conditioned areas.

CERTIFICATION

"The undersigned, President of Stablewood Farms Homeowners Association, Inc., certifies that this amendment was approved by at least 66.6% of the combined total votes of the Class "A" and Class "B" membership in accordance with Article XIV of the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms."

EXECUTED, this 17th day of February, 2009.

STABLEWOOD FARMS HOMEOWNERS ASSOCIATION, INC.

By: *Gina Cynoskie*
President, Stablewood Farms Homeowners Association, Inc.

Print Name: Gina Cynoskie

ton

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Gina Cynoskie, President of Stablewood Farms Homeowners Association, Inc., and acknowledged to me that this instrument was executed for the purposes, under the authority, and in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 17th day of February, 2009.

Nicol Robinson
Notary Public, State of Texas

After Recording Return to:
Holt & Young, P.C.
11200 Richmond, Ste. 450
Houston, Texas 77082

W



FILED FOR RECORD
8:00 AM

MAR 20 2009

Dorothy L. Hyman
County Clerk, Harris County, Texas

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Order: MKKQPF74L
Address: 15202 Sunlight Bay Ct
Order Date: 01-16-2026
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HomeWiseDocs

RP 063-4B-1089

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on:

MAR 20 2009



Dorothy B. Hayden

COUNTY CLERK
HARRIS COUNTY, TEXAS

Order: MKKQPF74L
Address: 15202 Sunlight Bay Ct
Order Date: 01-16-2026
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HomeWiseDocs

Order: MKKQPF74L
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Order Date: 01-16-2026
Document not for resale
HomeWiseDocs

Holt & Young, P.C.

ATTORNEYS AT LAW
11200 RICHMOND AVE., SUITE 450
HOUSTON, TEXAS 77082
OFFICE: (713) 510-1000
FAX: (713) 510-1001

March 27, 2009

RECEIVED

APR 10 2009

Spectrum Association
Management, LP

Westwood Meadows Homeowners' Association, Inc.
c/o: Spectrum Association Management, L.P.
Attn: Mary Gurney
1000 Central Parkway N, Ste. 270
San Antonio, Texas 78232-0000

Re: Stablewood Farms HOA / Filed Sixth Declaration Amendment

Dear Mary,

Enclosed please find the requested Declaration Amendment for the above referenced Association. This is the original document bearing the County Clerk's file stamp. Please keep this with the Association records. We will maintain a copy with our files and in case the Association ever needs one.

It has been a pleasure assisting you on this matter; should you have any questions or concerns please feel free to contact me directly.

Very Truly Yours,

HOLT & YOUNG, P.C.



Luke P. Tollett

LPT
Enclosures

Order: MKKQPF74L
Address: 15202 Sunlight Bay Ct
Order Date: 01-16-2026
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Order: MKKQPF74L
Address: 15202 Sunlight Bay Ct
Order Date: 01-16-2026
Document not for resale
HomeWiseDocs

**SUPPLEMENTAL AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STABLEWOOD FARMS**

STABLEWOOD FARMS NORTH, SECTION TWO

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLEWOOD FARMS, STABLEWOOD FARMS NORTH, SECTION TWO, (the "Supplemental Amendment") is made on the date hereinafter set forth by KB HOME LONE STAR INC., a Texas corporation, formerly known as KB HOME LONE STAR LP, a Texas limited partnership, hereinafter referred to as "KB HOME", with the joinder and consent of the Stablewood Farms Community Association, Inc. (the "Association").

WHEREAS, MNC Realty, L.P., a Texas limited partnership ("MNC") filed that certain Declaration of Covenants, Conditions and Restrictions for Stablewood Farms (the "Original Declaration"), filed in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. W412779; and

WHEREAS, MNC filed that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. W678624 (the "First Amendment"); and

WHEREAS, MNC filed that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. X429832 (the "Second Amendment"); and

WHEREAS, MNC filed that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20060060937 (the "Third Amendment"); and

WHEREAS, MNC filed that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20070050252 (the "Fourth Amendment"); and

WHEREAS, the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are hereinafter referred to collectively as the "Declaration"; and

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Address: 15202 Sunlight Bay Ct
Order Date: 01-16-2026
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Amend
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RP 051-42-0520

RP 051-42-0521

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment; and

WHEREAS, the Declaration contemplates the annexation of additional property into the Subdivision; and

WHEREAS, the Declaration encumbered Stablewood Farms, Section One (1) and additional properties known as Stablewood Farms, Section Two (2) through Five (5) and Stablewood Farms North Section One (1) which have been duly annexed by instruments recorded in the Office of the County Clerk of Harris County, Texas, under Clerk's File Nos. W648983, X193218, X193217, Y374105 and 20070051400; and

WHEREAS, KB HOME is the owner of 149.7 acres of land which is described in that certain "Partial Assignment of Declarant Rights for Stablewood Farms, Annexable Property" and "Corrected Partial Assignment of Declarant Rights for Stablewood Farms, Annexable Property" filed for record under Harris County Clerk's File Nos. Y975553 and Z344687, respectively, (the "Partial Assignment"), pursuant to which MNC assigned to KB HOME the authority to annex the Annexable Property (as defined in the Partial Assignment) into the Stablewood Farms Subdivision, conferred Class B status on KB HOME, and assigned to KB HOME all rights of architectural review and control with respect to the Annexable Property; and

WHEREAS, KB HOME has platted Stablewood Farms North, Section Two (2), which plat is recorded under Harris County Clerk's Film Code No. 614102 of the Map Records of Harris County, Texas (herein called "North Section Two"), that is a portion of the Annexable Property described in the Partial Assignment; and

lee

WHEREAS, pursuant to the rights assigned to KB HOME in the Partial Assignment, KB HOME, with the joinder and consent of the Association, desires to annex North Section Two into the jurisdiction of the Association; and

WHEREAS, KB HOME wishes to annex North Section Two into the jurisdiction of the Association and encumber and restrict North Section Two with the provisions of the Declaration.

NOW, THEREFORE, KB HOME, with the joinder and consent of the Association, each acting herein by and through their duly authorized officers, hereby annexes North Section Two into Stablewood Farms and the jurisdiction of the Association. North Section Two shall hereinafter carry with it all the rights, privileges and obligations granted to the property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is hereby annexed into the body of Property subject to the Declaration without approval of the Class "A" Membership. North Section Two shall be encumbered and restricted by the Declaration.

North Section Two shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration (the same being herein incorporated by reference for all purposes), and additionally, this Supplemental Amendment.

In this regard, it is further understood and agreed that the Association (i) has the authority, without the obligation to enforce the restrictive covenants and assessments encumbering Stablewood Farms, including North Section Two (including Common Areas within North Section Two and other Annexable Property that may be annexed into the jurisdiction of the Association); (ii) will maintain the Common Areas within the jurisdiction of the Association (including Common Areas within North Section Two and other Annexable Property that may be annexed into the jurisdiction of the Association); and (iii) will allow Owners of Lots, in good standing with the Association, within North Section Two (and other Annexable Property that may be annexed into the jurisdiction of the Association) to use all facilities and amenities of the Association in a nondiscriminatory fashion, on an equal basis and in the manner as all other owners of Lots within the jurisdiction of the Association, subject to the Declaration and rules and regulations of the Association.

Notwithstanding anything contained herein to the contrary, KB HOME will (i) have all rights of architectural review and control with respect to North Section Two (and other Annexable Property annexed into the jurisdiction of the Association) as provided in the Partial Assignment; and (ii) pay assessments as a Builder, as provided in the Declaration.

Owners of Lots within North Section Two are advised that there exists Restricted Reserve "A", Restricted Reserve "B", Restricted Reserve "C" and Restricted Reserve "D" (collectively, the "Reserves"), which Reserves are restricted to landscape/open space purposes, as shown on the recorded plat of North Section Two. Owners hereby agree to hold harmless the Declarant, KB HOME and the Association and their successors and assigns and release them from any liability for the existence, placement and/or maintenance of the Reserves and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant, KB HOME and the Association for any incidental odor, noise and/or visibility of the Reserves, and/or traffic which may occur due to the existence of the Reserves. Owners hereby acknowledge that the Association, its directors, officers, managers, agents or employees, the Declarant or any successor Declarant, or KB HOME, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, express or implied, relative to any future change in use of the Reserves.

Owners whose Lots abut the Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate said Reserves. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up

RP 051-42-0522

and remediation necessary to restore the Reserves to their condition immediately prior to said infiltration.

In case of conflict between this Supplemental Amendment and the Declaration, this Supplemental Amendment shall control. All other definitions and restrictions shall remain as stated in the Declaration.

Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Supplemental Amendment shall in no way affect any of the other covenants, restrictions, conditions or provisions contained in the Declaration, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms North, Section Two, is executed as of the 21st day of September, 2007.

KB HOME

KB HOME LONE STAR INC.,
a Texas corporation

By: [Signature]
Name: Angie Domingues
Title: Director of Land Development

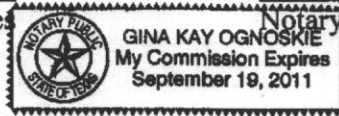
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STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 21st day of September, 2007, by Angie Domingues, Director of Land Development of KB HOME LONE STAR INC., a Texas corporation, on its behalf.

[Signature]

My Commission Expires



Notary Public, State of Texas

(Signatures and acknowledgment on following page)

RP 051-42-0523

ASSOCIATION

STABLEWOOD FARMS COMMUNITY ASSOCIATION, INC.,
a Texas non-profit corporation

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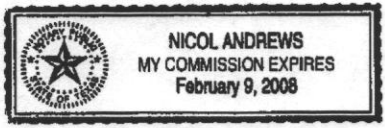
By: Gina Barnes
Name: Gina Barnes
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 21st day of September, 2007, by Gina Barnes, President of STABLEWOOD FARMS COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, on its behalf.

2/9/08
My Commission Expires

Nicol Andrews
Notary Public, State of Texas



After recording, return to:
KB HOME LONE STAR INC.
Attn: Gina Barnes
11320 Richmond
Houston, TX 77082

✓

2007 OCT 31 PM 2:07
FILED
County Clerk
HARRIS COUNTY, TEXAS
Douglas R. Hayden

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number Sequence on the date and at the stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas on

OCT 31 2007



Douglas R. Hayden
COUNTY CLERK
HARRIS COUNTY, TEXAS

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RP 051-42-0524

**SUPPLEMENTAL AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STABLEWOOD FARMS**

STABLEWOOD FARMS NORTH, SECTION THREE

lll

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLEWOOD FARMS, STABLEWOOD FARMS NORTH, SECTION THREE, (the "Supplemental Amendment") is made on the date hereinafter set forth by KB HOME LONE STAR INC., a Texas corporation, formerly known as KB HOME LONE STAR LP, a Texas limited partnership, hereinafter referred to as "KB HOME", with the joinder and consent of the Stablewood Farms Community Association, Inc. (the "Association").

WHEREAS, MNC Realty, L.P., a Texas limited partnership ("MNC") filed that certain Declaration of Covenants, Conditions and Restrictions for Stablewood Farms (the "Original Declaration"), filed in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. W412779; and

WHEREAS, MNC filed that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. W678624 (the "First Amendment"); and

WHEREAS, MNC filed that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. X429832 (the "Second Amendment"); and

WHEREAS, MNC filed that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20060060937 (the "Third Amendment"); and

WHEREAS, MNC filed that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20070050252 (the "Fourth Amendment"); and

WHEREAS, the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are hereinafter referred to collectively as the "Declaration"; and

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WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment; and

WHEREAS, the Declaration contemplates the annexation of additional property into the Subdivision; and

WHEREAS, the Declaration encumbered Stablewood Farms, Section One (1) and additional properties known as Stablewood Farms, Section Two (2) through Five (5) and Stablewood Farms North Section One (1) and Section Two (2) which have been duly annexed by instruments recorded in the Office of the County Clerk of Harris County, Texas, under Clerk's File Nos. W648983, X193218, X193217, Y374105, 20070051400, and 20070654090; and

WHEREAS, KB HOME is the owner of 149.7 acres of land which is described in that certain "Partial Assignment of Declarant Rights for Stablewood Farms, Annexable Property" and "Corrected Partial Assignment of Declarant Rights for Stablewood Farms, Annexable Property" filed for record under Harris County Clerk's File Nos. Y975553 and Z344687, respectively, (the "Partial Assignment"), pursuant to which MNC assigned to KB HOME the authority to annex the Annexable Property (as defined in the Partial Assignment) into the Stablewood Farms Subdivision, conferred Class B status on KB HOME, and assigned to KB HOME all rights of architectural review and control with respect to the Annexable Property; and

WHEREAS, KB HOME has platted Stablewood Farms North, Section Three (3), which plat is recorded under Harris County Clerk's Film Code No. 618034 of the Map Records of Harris County, Texas (herein called "North Section Three"), that is a portion of the Annexable Property described in the Partial Assignment; and

WHEREAS, pursuant to the rights assigned to KB HOME in the Partial Assignment, KB HOME, with the joinder and consent of the Association, desires to annex North Section Three into the jurisdiction of the Association; and

WHEREAS, KB HOME wishes to annex North Section Three into the jurisdiction of the Association and encumber and restrict North Section Three with the provisions of the Declaration.

NOW, THEREFORE, KB HOME, with the joinder and consent of the Association, each acting herein by and through their duly authorized officers, hereby annexes North Section Three into Stablewood Farms and the jurisdiction of the Association. North Section Three shall hereinafter carry with it all the rights, privileges and obligations granted to the property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is hereby annexed into the body of Property subject to the Declaration without approval of the Class "A" Membership. North Section Three shall be encumbered and restricted by the Declaration.

North Section Three shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration (the same being herein incorporated by reference for all purposes), and additionally, this Supplemental Amendment.

In this regard, it is further understood and agreed that the Association (i) has the authority, without the obligation to enforce the restrictive covenants and assessments encumbering Stablewood Farms, including North Section Three (including Common Areas within North Section Three and other Annexable Property that may be annexed into the jurisdiction of the Association); (ii) will maintain the Common Areas within the jurisdiction of the Association (including Common Areas within North Section Three and other Annexable Property that may be annexed into the jurisdiction of the Association); and (iii) will allow Owners of Lots, in good standing with the Association, within North Section Three (and other Annexable Property that may be annexed into the jurisdiction of the Association) to use all facilities and amenities of the Association in a nondiscriminatory fashion, on an equal basis and in the manner as all other owners of Lots within the jurisdiction of the Association, subject to the Declaration and rules and regulations of the Association.

Notwithstanding anything contained herein to the contrary, KB HOME will (i) have all rights of architectural review and control with respect to North Section Three (and other Annexable Property annexed into the jurisdiction of the Association) as provided in the Partial Assignment; and (ii) pay assessments as a Builder, as provided in the Declaration.

Owners of Lots within North Section Three are advised that there exists Restricted Reserve "A" and Restricted Reserve "B" (collectively, the "Reserves"), which Reserves are restricted to landscape/open space purposes, as shown on the recorded plat of North Section Three. Owners hereby agree to hold harmless the Declarant, KB HOME and the Association and their successors and assigns and release them from any liability for the existence, placement and/or maintenance of the Reserves and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant, KB HOME and the Association for any incidental odor, noise and/or visibility of the Reserves, and/or traffic which may occur due to the existence of the Reserves. Owners hereby acknowledge that the Association, its directors, officers, managers, agents or employees, the Declarant or any successor Declarant, or KB HOME, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, express or implied, relative to any future change in use of the Reserves.

Owners whose Lots abut the Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate said Reserves. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up

and remediation necessary to restore the Reserves to their condition immediately prior to said infiltration.

In case of conflict between this Supplemental Amendment and the Declaration, this Supplemental Amendment shall control. All other definitions and restrictions shall remain as stated in the Declaration.

Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Supplemental Amendment shall in no way affect any of the other covenants, restrictions, conditions or provisions contained in the Declaration, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms North, Section Three, is executed as of the 11th day of December, 2007.

KB HOME

(2)
/w

KB HOME LONE STAR INC.,
a Texas corporation

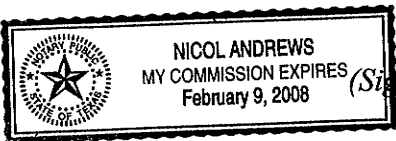
By: [Signature]
Name: Angie Domingues
Title: Director of Land Development

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 13th day of December, 2007, by Angie Domingues, Director of Land Development of KB HOME LONE STAR INC., a Texas corporation, on its behalf.

2/9/08
My Commission Expires

[Signature]
Notary Public, State of Texas



(Signatures and acknowledgment on following page)

ASSOCIATION

STABLEWOOD FARMS COMMUNITY ASSOCIATION, INC.,
a Texas non-profit corporation

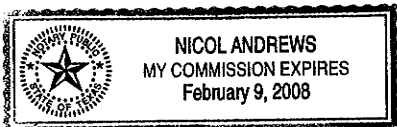
By: Gina Barnes
Name: Gina Barnes
Title: President

STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 13th day of December, 2007, by Gina Barnes, President of STABLEWOOD FARMS COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, on its behalf.

2/9/08
My Commission Expires

Nicol Andrews
Notary Public, State of Texas



After recording, return to:
KB HOME LONE STAR INC.
Attn: Legal Dept
11911 Burnet Road
Austin, TX 78758

✓✓

2008 FEB 14 PM 2:38
FILED
County Clerk
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED. In the Official Public Records of Real Property of Harris County, Texas on

FEB 14 2008



Carolyn B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Order: MKKQPF74L
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**SUPPLEMENTAL AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STABLEWOOD FARMS**

STABLEWOOD FARMS NORTH, SECTION 4, REPLAT NO. 1

122

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLEWOOD FARMS, STABLEWOOD FARMS NORTH, SECTION FOUR, REPLAT NO. 1, (the "Supplemental Amendment") is made on the date hereinafter set forth by KB HOME LONE STAR INC., a Texas corporation, formerly known as KB HOME LONE STAR LP, a Texas limited partnership, hereinafter referred to as "KB HOME", with the joinder and consent of the Stablewood Farms Community Association, Inc. (the "Association").

(3)
122

WHEREAS, MNC Realty, L.P., a Texas limited partnership ("MNC") filed that certain Declaration of Covenants, Conditions and Restrictions for Stablewood Farms (the "Original Declaration"), filed in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. W412779; and

WHEREAS, MNC filed that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. W678624 (the "First Amendment"); and

WHEREAS, MNC filed that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. X429832 (the "Second Amendment"); and

WHEREAS, MNC filed that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20060060937 (the "Third Amendment"); and

WHEREAS, MNC filed that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20070050252 (the "Fourth Amendment"); and

WHEREAS, the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are hereinafter referred to collectively as the "Declaration"; and

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WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment; and

WHEREAS, the Declaration contemplates the annexation of additional property into the Subdivision; and

WHEREAS, the Declaration encumbered Stablewood Farms, Section One (1) and additional properties known as Stablewood Farms, Sections Two (2) through Five (5) and Stablewood Farms North Sections One (1) through Three (3), and Six (6) which have been duly annexed by instruments recorded in the Office of the County Clerk of Harris County, Texas, under Clerk's File Nos. W648983, X193218, X193217, Y374105, 20070051400, 20070654090, 20080075492, and 20080362125; and

WHEREAS, KB HOME is the owner of 149.7 acres of land which is described in that certain "Partial Assignment of Declarant Rights for Stablewood Farms, Annexable Property" and "Corrected Partial Assignment of Declarant Rights for Stablewood Farms, Annexable Property" filed for record under Harris County Clerk's File Nos. Y975553 and Z344687, respectively, (the "Partial Assignment"), pursuant to which MNC assigned to KB HOME the authority to annex the Annexable Property (as defined in the Partial Assignment) into the Stablewood Farms Subdivision, conferred Class B status on KB HOME, and assigned to KB HOME all rights of architectural review and control with respect to the Annexable Property; and

WHEREAS, KB HOME has platted Stablewood Farms North, Section Four (4), Replat No. 1, which plat is recorded under Harris County Clerk's Film Code No. 632138 of the Map Records of Harris County, Texas (herein called "North Section Four Replat"), that is a portion of the Annexable Property described in the Partial Assignment; and

WHEREAS, pursuant to the rights assigned to KB HOME in the Partial Assignment, KB HOME, with the joinder and consent of the Association, desires to annex North Section Four Replat into the jurisdiction of the Association; and

WHEREAS, KB HOME wishes to annex North Section Four Replat into the jurisdiction of the Association and encumber and restrict North Section Four Replat with the provisions of the Declaration.

NOW, THEREFORE, KB HOME, with the joinder and consent of the Association, each acting herein by and through their duly authorized officers, hereby annexes North Section Four Replat into Stablewood Farms and the jurisdiction of the Association. North Section Four Replat shall hereinafter carry with it all the rights, privileges and obligations granted to the property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is hereby annexed into the body of Property subject to the Declaration without approval of the Class "A"

Membership. North Section Four Replat shall be encumbered and restricted by the Declaration.

North Section Four Replat shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration (the same being herein incorporated by reference for all purposes), and additionally, this Supplemental Amendment.

In this regard, it is further understood and agreed that the Association (i) has the authority, without the obligation to enforce the restrictive covenants and assessments encumbering Stablewood Farms, including North Section Four Replat (including Common Areas within North Section Four Replat and other Annexable Property that may be annexed into the jurisdiction of the Association); (ii) will maintain the Common Areas within the jurisdiction of the Association (including Common Areas within North Section Four Replat and other Annexable Property that may be annexed into the jurisdiction of the Association); and (iii) will allow Owners of Lots, in good standing with the Association, within North Section Replat (and other Annexable Property that may be annexed into the jurisdiction of the Association) to use all facilities and amenities of the Association in a nondiscriminatory fashion, on an equal basis and in the manner as all other owners of Lots within the jurisdiction of the Association, subject to the Declaration and rules and regulations of the Association.

Notwithstanding anything contained herein to the contrary, KB HOME will (i) have all rights of architectural review and control with respect to North Section Four Replat (and other Annexable Property annexed into the jurisdiction of the Association) as provided in the Partial Assignment; and (ii) pay assessments as a Builder, as provided in the Declaration.

Owners of Lots within North Section Four Replat are advised that there exists Restricted Reserve "A" and Restricted Reserve "B" (collectively, the "Reserves"), which Reserves are restricted to landscape/open space purposes, as shown on the recorded plat of North Section Four Replat. Owners hereby agree to hold harmless the Declarant, KB HOME and the Association and their successors and assigns and release them from any liability for the existence, placement and/or maintenance of the Reserves and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant, KB HOME and the Association for any incidental odor, noise and/or visibility of the Reserves, and/or traffic which may occur due to the existence of the Reserves. Owners hereby acknowledge that the Association, its directors, officers, managers, agents or employees, the Declarant or any successor Declarant, or KB HOME, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, express or implied, relative to any future change in use of the Reserves.

Owners whose Lots abut the Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate said Reserves. Any Owner permitting or causing such

infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Reserves to its condition immediately prior to said infiltration.

In case of conflict between this Supplemental Amendment and the Declaration, this Supplemental Amendment shall control. All other definitions and restrictions shall remain as stated in the Declaration.

Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Supplemental Amendment shall in no way affect any of the other covenants, restrictions, conditions or provisions contained in the Declaration, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms North, Section Four Replat No. 1, is executed as of the 12 day of November, 2009.

KB HOME

KB HOME LONE STAR INC.,
a Texas corporation

102

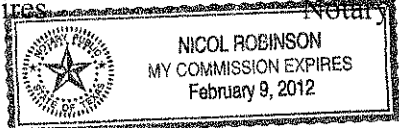
By: _____
Name: _____
Title: _____

Jennifer G. Keller, P.E.
Sr. Director of Land

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 12th day of November, 2009, by Jennifer Keller, _____ of KB HOME LONE STAR INC., a Texas corporation, on its behalf.

2-9-12 _____
My Commission Expires _____ Notary Public, State of Texas



(Signatures and acknowledgment on following page)

ASSOCIATION

102

STABLEWOOD FARMS COMMUNITY ASSOCIATION, INC.,
a Texas non-profit corporation

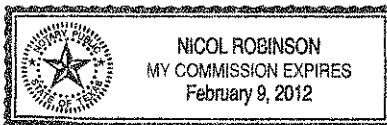
By: *Gina Ognoskie*
Name: Gina Ognoskie
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 6th day of November, 2009, by Gina Ognoskie, President of STABLEWOOD FARMS COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, on its behalf.

2-9-12
My Commission Expires

Nicol Robinson
Notary Public, State of Texas



After recording, return to:
KB HOME LONE STAR INC.
Attn: Gina Ognoskie
11320 Richmond Avenue
Houston, TX 77082

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

NOV 18 2009



Deborah Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Deborah Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS
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SUPPLEMENTAL AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
STABLEWOOD FARMS, SECTION FIVE

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0961-92-ERR 41

Barbara A. Robinson
COUNTY CLERK
HARRIS COUNTY, TEXAS

05 APR -6 AM 10:19

FILED

After Recording Return To:

✓✓

Marc D. Markel
Roberts Markel Guerry, P.C.
2500 City West Blvd., Suite 1350
Houston, Texas 77042

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SUPPLEMENTAL AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STABLEWOOD FARMS, SECTION FIVE

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLEWOOD FARMS, SECTION FIVE, ("Supplemental Amendment") is made on the date hereinafter set forth by, MNC Realty, L.P., a Texas limited partnership, hereinafter referred to as Declarant;

WITNESSETH:

WHEREAS, Declarant filed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLEWOOD FARMS, which is recorded under Clerk's File No. W412779 in the Official Public Records of Real Property of Harris County, Texas (the "Original Declaration"); and

WHEREAS, Declarant filed that certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. W678624 (the "First Amendment"); and

WHEREAS, Declarant filed that certain Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. X429832 (the "Second Amendment"); and

WHEREAS, the Original Declaration, the First Amendment, and the Second Amendment are hereinafter referred to collectively as the "Declaration"; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment; and

WHEREAS, pursuant to Article III of the Declaration, the Declarant reserved the exclusive and unilateral right to annex additional property into Stablewood Farms.

NOW THEREFORE, pursuant to the powers retained by Declarant as a Class "B" Member under the Declaration, the Declarant hereby annexes into Stablewood Farms the real property described on the plat thereof recorded under Clerk's File Number Y344530 and Film Code Number 578034 in the plat records of Harris County, Texas, which is hereinafter referred to as "Section Five." The additional property shall hereinafter carry with it all the rights, privileges and obligations granted to the property initially encumbered by the Declaration, including but not limited to the right to be annexed, and is hereby annexed into the body of Property subject to the Declaration without approval of the Class "A" Membership.

RP 003-25-1961

Owners of Lots within Section Five are advised that there exist Restricted Reserve "A", Restricted Reserve "B" and Restricted Reserve "C" (collectively the "Reserves"), which Reserves are restricted to landscape purposes, as shown on the recorded plat of Section Five. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Reserves and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental odor, noise and/or visibility of the Reserves, and/or traffic which may occur due to the existence of the Reserves. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Reserves.

Owners whose Lots abut the Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate said Reserves. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Reserves to their condition immediately prior to said infiltration.

Owners of Lots within Section Five are advised that there exists Restricted Reserve "D" (the "Recreation Reserve"), which reserve is restricted to recreational purposes, as shown on the recorded plat of Section Five. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Recreation Reserve and/or placement, construction, design, operation, maintenance and replacement of any recreational facility, if any and/or recreational equipment, if any, on the Recreation Reserve and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental odor, noise and/or visibility of the Recreation Reserve or recreational facility, if any, or recreation equipment, if any, on the Recreation Reserve, and/or traffic which may occur due to the existence of the Recreation Reserve, a recreational facility, if any, and/or recreational equipment, if any, on the Recreation Reserve. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Recreation Reserve.

Owners whose Lots abut the Recreation Reserve shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate said Recreation Reserve. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Recreation Reserve to its condition immediately prior to said infiltration. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Recreation Reserve.

There is hereby reserved and granted to the Owner of that portion of Section Five hereinabove defined as the Recreation Reserve along with such Owner's servants, independent contractors, agents, members, guests and invitees (collectively, the "Recreation Reserve Users"),

PP 003-25-1962

a nonexclusive easement over and across Section Five, or portions thereof as provided below, for the following purposes:

- (i) Flight of balls (which may include but not be limited to baseballs, softballs, footballs, tennis balls, soccer balls, volley balls, frisbees, or other similar objects), over, across, and upon Section Five from on or within the Recreation Reserve;
- (ii) Doing of every act necessary and incident to the playing of recreational activities on or within the Recreation Reserve, including, lighting of parking facilities; and,
- (iii) Creation of noise related to the normal maintenance, operation and recreational activities of the Recreation Reserve, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening or other hours approved by the Board of Directors of the Association.

Damage by Errant Sports Balls, Frisbees or Other Similar Objects. Owners of portions of Section Five, their successors and assigns, hereby acknowledge and agree that the existence of a Recreation Reserve within Section Five is beneficial and highly desirable; however, each such Owner acknowledges and agrees that portions of Section Five located adjacent to, or in close proximity to, the Recreation Reserve are subject to the risk of damage or injury due to errant sports balls, frisbees, or other similar objects. Owners of portions of Section Five, their successors and assigns, hereby assume the risk of damage and injury and hereby release the owner of the Recreation Reserve, the Association and/or the Declarant, their agents, employees, officers, successors and assigns, from any and all liability for damage or injury caused by errant sports balls, frisbees, or other similar objects in, on, or around Section Five.

Section Five shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration (the same being herein incorporated by reference for all purposes), and additionally this Supplemental Amendment.

In case of conflict between this Supplemental Amendment and the Declaration, this Supplemental Amendment shall control. All other definitions and restrictions shall remain as stated in the Declaration.

Invalidation of any one or more the covenants, restrictions conditions or provisions contained in this Supplemental Amendment shall in no wise affect any of the other covenants, restrictions, conditions or provisions contained in the Declaration, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, Section Five, is executed as of the 5 day of April, 2005.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

MNC REALTY, L.P., a Texas limited partnership

JOL

By: MNC REALTY MANAGEMENT, L.L.C. a
Texas limited liability corporation, its
general partner

JJ

By: Wayne Hays
Print Name: Wayne Hays
Print Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Hays the President of MNC Realty Management, L.L.C., the general partner of MNC Realty, L.P. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 5th day of April, 2005.



Michelle DeVera
Notary Public - State of Texas

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED. In the Official Public Records of Real Property of Harris County, Texas on

APR - 6 2005



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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RP 003-25-1964

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**SUPPLEMENTAL AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STABLEWOOD FARMS**

STABLEWOOD FARMS NORTH, SECTION SIX

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLEWOOD FARMS, STABLEWOOD FARMS NORTH, SECTION SIX, (the "Supplemental Amendment") is made on the date hereinafter set forth by KB HOME LONE STAR INC., a Texas corporation, formerly known as KB HOME LONE STAR LP, a Texas limited partnership, hereinafter referred to as "KB HOME", with the joinder and consent of the Stablewood Farms Community Association, Inc. (the "Association").

WHEREAS, MNC Realty, L.P., a Texas limited partnership ("MNC") filed that certain Declaration of Covenants, Conditions and Restrictions for Stablewood Farms (the "Original Declaration"), filed in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. W412779; and

WHEREAS, MNC filed that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. W678624 (the "First Amendment"); and

WHEREAS, MNC filed that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. X429832 (the "Second Amendment"); and

WHEREAS, MNC filed that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20060060937 (the "Third Amendment"); and

WHEREAS, MNC filed that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, which is recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20070050252 (the "Fourth Amendment"); and

WHEREAS, the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are hereinafter referred to collectively as the "Declaration"; and

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RP 05012011

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment; and

WHEREAS, the Declaration contemplates the annexation of additional property into the Subdivision; and

WHEREAS, the Declaration encumbered Stablewood Farms, Section One (1) and additional properties known as Stablewood Farms, Sections Two (2) through Five (5) and Stablewood Farms North Sections One (1) through Three (3) which have been duly annexed by instruments recorded in the Office of the County Clerk of Harris County, Texas, under Clerk's File Nos. W648983, X193218, X193217, Y374105, 20070051400, 20070654090 and 20080075492; and

WHEREAS, KB HOME is the owner of 149.7 acres of land which is described in that certain "Partial Assignment of Declarant Rights for Stablewood Farms, Annexable Property" and "Corrected Partial Assignment of Declarant Rights for Stablewood Farms, Annexable Property" filed for record under Harris County Clerk's File Nos. Y975553 and Z344687, respectively, (the "Partial Assignment"), pursuant to which MNC assigned to KB HOME the authority to annex the Annexable Property (as defined in the Partial Assignment) into the Stablewood Farms Subdivision, conferred Class B status on KB HOME, and assigned to KB HOME all rights of architectural review and control with respect to the Annexable Property; and

WHEREAS, KB HOME has platted Stablewood Farms North, Section Six (6), which plat is recorded under Harris County Clerk's Film Code No. 622181 of the Map Records of Harris County, Texas (herein called "North Section Six"), that is a portion of the Annexable Property described in the Partial Assignment; and

WHEREAS, pursuant to the rights assigned to KB HOME in the Partial Assignment, KB HOME, with the joinder and consent of the Association, desires to annex North Section Six into the jurisdiction of the Association; and

WHEREAS, KB HOME wishes to annex North Section Six into the jurisdiction of the Association and encumber and restrict North Section Six with the provisions of the Declaration.

NOW, THEREFORE, KB HOME, with the joinder and consent of the Association, each acting herein by and through their duly authorized officers, hereby annexes North Section Six into Stablewood Farms and the jurisdiction of the Association. North Section Six shall hereinafter carry with it all the rights, privileges and obligations granted to the property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is hereby annexed into the body of Property subject to the Declaration without approval of the Class "A" Membership. North Section Six shall be encumbered and restricted by the Declaration.

North Section Six shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration (the same being herein incorporated by reference for all purposes), and additionally, this Supplemental Amendment.

In this regard, it is further understood and agreed that the Association (i) has the authority, without the obligation to enforce the restrictive covenants and assessments encumbering Stablewood Farms, including North Section Six (including Common Areas within North Section Six and other Annexable Property that may be annexed into the jurisdiction of the Association); (ii) will maintain the Common Areas within the jurisdiction of the Association (including Common Areas within North Section Six and other Annexable Property that may be annexed into the jurisdiction of the Association); and (iii) will allow Owners of Lots, in good standing with the Association, within North Section Six (and other Annexable Property that may be annexed into the jurisdiction of the Association) to use all facilities and amenities of the Association in a nondiscriminatory fashion, on an equal basis and in the manner as all other owners of Lots within the jurisdiction of the Association, subject to the Declaration and rules and regulations of the Association.

Notwithstanding anything contained herein to the contrary, KB HOME will (i) have all rights of architectural review and control with respect to North Section Six (and other Annexable Property annexed into the jurisdiction of the Association) as provided in the Partial Assignment; and (ii) pay assessments as a Builder, as provided in the Declaration.

Owners of Lots within North Section Six are advised that there exists Restricted Reserve "A" (the "Reserve"), which Reserve is restricted to landscape/open space purposes, as shown on the recorded plat of North Section Six. Owners hereby agree to hold harmless the Declarant, KB HOME and the Association and their successors and assigns and release them from any liability for the existence, placement and/or maintenance of the Reserve and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant, KB HOME and the Association for any incidental odor, noise and/or visibility of the Reserve, and/or traffic which may occur due to the existence of the Reserve. Owners hereby acknowledge that the Association, its directors, officers, managers, agents or employees, the Declarant or any successor Declarant, or KB HOME, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, express or implied, relative to any future change in use of the Reserve.

Owners whose Lots abut the Reserve shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate said Reserve. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up

and remediation necessary to restore the Reserve to its condition immediately prior to said infiltration.

In case of conflict between this Supplemental Amendment and the Declaration, this Supplemental Amendment shall control. All other definitions and restrictions shall remain as stated in the Declaration.

Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Supplemental Amendment shall in no way affect any of the other covenants, restrictions, conditions or provisions contained in the Declaration, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms North, Section Six, is executed as of the 27 day of June, 2008.

KB HOME

KB HOME LONE STAR INC.,
a Texas corporation

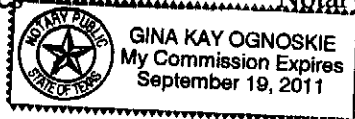
By: [Signature]
Name: Angie Domingues
Title: Director of Land Development

102

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 27 day of June, 2008, by Angie Domingues, Director of Land Development of KB HOME LONE STAR INC., a Texas corporation, on its behalf.

My Commission Expires _____ Gina Kay Ognoskie
Notary Public, State of Texas



(Signatures and acknowledgment on following page)

ASSOCIATION

STABLEWOOD FARMS COMMUNITY ASSOCIATION, INC.,
a Texas non-profit corporation

By: Gina Barnes
Name: Gina Barnes
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 27 day of JUNE, 2008, by Gina Barnes, President of STABLEWOOD FARMS COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, on its behalf.

2/9/12
My Commission Expires

Lisa R. Baker
Notary Public, State of Texas



After recording, return to:
KB HOME LONE STAR INC.
Attn: Gina
11320 Richmond Avenue
Houston, TX 77082

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2008 JUL 10 PM 1:25
COUNTY CLERK
HARRIS COUNTY, TEXAS
Dorothy B. Kayman
FILED

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number Sequence on the date and at the stamp shown by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas on

JUL 10 2008



Dorothy B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

HP 050-17-0105

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL BY THESE PRESENT:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Stablewood Farms Community Association, Inc. is a property owners' association as the term is defined in the Texas Property Code and has property located in Harris County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Stablewood Farms Community Association, Inc. which have not been previously filed in the public records of Harris County are attached hereto, including:

- *Security Measures Policy*
- *Swimming Pool Enclosure Guidelines*
- *Religious Item Display Guidelines*
- *Bid Solicitation Process*

FURTHER, other dedicatory instruments of the Stablewood Farms Community Association, Inc. have already been filed in the public records of Harris County as these documents supplement the previously filed documents.

SIGNED on this the 24 day of February, 2022.

Stablewood Farms Community Association, Inc.

By: Spectrum Association Management, L.P.

By: Shelby Welch
Shelby Welch
Spectrum Association Management, L.P.
Managing Agent

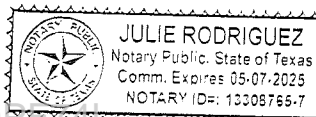
State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 24, February, 2022 by Shelby Welch, representative of Spectrum Association Management, the Managing Agent for Stablewood Farms Community Association, Inc., on behalf of said association.

[Signature]
Notary Public, State of Texas

After Recording Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232



RP-2022-99060

SECURITY MEASURES POLICY
for
STABLEWOOD FARMS COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, MARC MEELS ^{President} Secretary of Stablewood Farms Community Association (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors (the "Board") of the Association, duly called and held on the 20th day of JANUARY, 2022 with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

RECITALS

1. The property encumbered by this Security Measures Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Stablewood Farms, recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. W412779, as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Article X of the Declaration grants the Architectural Review Committee (the "ARC") the power to adopt rules, regulations and/or guidelines regarding the installation of improvements on a Lot.
3. Texas Property Code Section 204.010(a)(6) provides that a property owners' association, acting through its Board may regulate "the use, maintenance, repair, replacement, modification and appearance of the subdivision."
4. The ARC and the Board have determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association.
5. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association, and shall become a part of the Builder Guidelines.
6. Any reference made herein to approval by the ARC means prior written approval

RP-2022-99060

by the ARC.

7. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

SECURITY MEASURES POLICY

1. **ARC Application Required.** Before any security measure contemplated by Section 202.023(a) of the Texas Property Code ("Code") is constructed or otherwise erected on a Lot, an ARC application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

2. **Other Applicable Requirements.** Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner's ARC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

3. **Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

- a. Security measure fencing generally
 - (i) Security measure fencing cannot contain Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type.
 - (ii) Unless otherwise provided by the Association's dedicatory instruments, chain link, brick, concrete, barbed wire, electrified, vinyl, and stone security measure fencing is expressly prohibited and will not be approved by the ARC.

- (iii) No vines or vegetation shall be allowed to grow on security measure fencing.
 - (iv) Security measure fencing must be located on the perimeter of a Lot, however, it is prohibited for security measure fencing to: (i) be located across sidewalks; and/or; (ii) to enclose sidewalks. If a sidewalk is located within the perimeter of a Lot, the security measure fencing must be located on the residence side of the sidewalk. Fencing that is not located on the perimeter of a Lot is not security measure fencing and must comply with the Declaration and all other applicable Association governing documents.
- b. Security measure fencing forward of the residential structure on a Lot as depicted on the applicable Lot survey:
- (i) Must be metal fencing (either steel, wrought iron, or aluminum) measuring no more than six feet (6') in height. The ARC shall have the discretion to approve any other type of metal security measure fencing, however, the follow types of metal fencing are prohibited and will not be approved: (1) stamped metal fencing (including gates); (2) metal panel fencing; and (3) solid metal fencing. It is the intent of this Policy that all security measure fencing forward of the front building line on a Lot have the appearance of what is commonly called "wrought iron fencing";
 - (ii) Must consist of straight horizontal rails and straight vertical pickets and/or posts;
 - (iii) Must be black or any color approved by the ARC (including gates);
 - (iv) Security measure fencing pickets shall be 3/4", 4" on center with 1-1/4" top and bottom rails. All framing must be on the inside (i.e., the residence side) of the security measure fencing;
 - (v) Any driveway or pedestrian gates on security measure fencing must be of the same material as the fencing and swing inward and related fence motors/equipment must be kept screened from view with evergreen shrubs or in such other manner approved in writing by the ARC;
 - (vi) When security measure fencing meets a wood fence, the security measure fencing may not be attached to the wood fence. The security measure fencing shall be terminated with a three-inch (3") metal post (either steel, wrought iron, or aluminum) adjacent to the wood post/wood fencing; and

- (vii) Chain link, brick, concrete, barbed wire, electrified, vinyl, wood and stone security measure fencing is expressly prohibited and will not be approved by the ARC.
- c. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.
- d. Placement of fencing and/or security measures of any type must comply with Texas, City of Cypress and/or Harris County Regulations and Ordinances, if any.
- e. The ARC shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.
- f. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) ("Affected Lots"), all Owners of record of the Affected Lots must sign the ARC application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the ARC application to the ARC. In the event that the Affected Lot Owner(s) refuse to sign the ARC application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

4. **Burglar Bars, Security Screens, Front Door Entryway Enclosures.** All burglar bars, security screens, and front door entryway enclosure shall be black or any color approved by the ARC. Notwithstanding the foregoing, the ARC shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the sole and absolute discretion of the ARC (subject to an appeal to the Board of Directors in the event of an ARC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

5. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access such as a sidewalk.

6. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the

security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. **In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.**

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ARC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ARC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE ARC PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE ARC (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

[Certification page follows.]

We hereby certify that we are the duly elected, qualified and acting President and Secretary of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Harris County, Texas.

TO CERTIFY which witness my hand this the 20th day of February 2022

STABLEWOOD FARMS COMMUNITY ASSOCIATION, INC.

By: Marc Meeks

Printed: Marc Meeks

Its: President

By: Anna Taylor

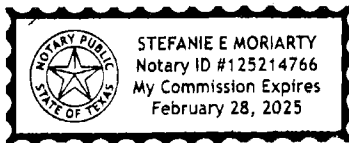
Printed: ANNA TAYLOR

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 20th day of February, 2022, personally appeared MARC MECKS, President of Stablewood Farms Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

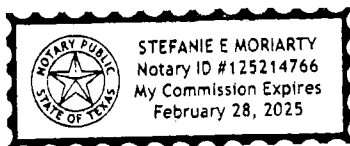
Stefanie E. Moriarty
Notary Public in and for the State of Texas



RP-2022-99060

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 2nd day of February 2022,
personally appeared ANNA TAYLOR, Secretary of Stablewood Farms Community
Association, Inc., known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he/she executed the same for the purpose and in the
capacity therein expressed.



Stefanie E. Moriarty
Notary Public in and for the State of Texas

APPROVED BY THE ARC:

[Signature]

Name Printed:
Committee Chair
Architectural Review Committee

RP-2022-99060

**Swimming Pool Enclosure Guidelines for the
Stablewood Farms Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Stablewood Farms Community Association, Inc. (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Stablewood Farms Community Association, Inc. a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Swimming Pool Enclosures

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.022 precludes associations from adopting or enforcing a restrictive covenant which prohibits or restricts a property owner from installing on a property owner's property a swimming pool enclosure that conforms to applicable state or local safety requirements; and
2. Pursuant to Section 202.022(b)(2) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the installation of a Swimming Pool Enclosure.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.022 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the installation of a Swimming Pool Enclosure.
 - a. A "swimming pool enclosure" means a fence that:
 1. Surrounds a water feature, including a swimming pool or spa;
 2. consists of transparent mesh or clear panels set in metal frames;
 3. is not more than six feet in height; and
 4. is designed to not be climbable.
 - b. The swimming pool enclosure shall be black in color and consist of transparent mesh set in metal frames.

EFFECTIVE DATE: 2/2/2022

Authorized Board Member Signature: *Manuel* Date: 2/2/22

RP-2022-99060

**Bid Solicitation Process for the
Stablewood Farms Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Stablewood Farms Community Association, Inc. referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Stablewood Farms Community Association, Inc. a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Bid Solicitation Process

WHEREAS:

1. Section 209.0052 of the Texas Property Code creates a requirement that an association create a process for bid solicitation when the association proposes to contract for services that will cost more than \$50,000.00.
2. The Association's Board of Directors (the "Board") desires to establish a policy consistent with Section 209.0052.

BE IT RESOLVED THAT the Association may enter into a contract for services that is equal to or exceeds \$50,000 if:

- a. The Association has solicited at least two competitive proposals for the contract;
- b. All Directors have access to the proposals provided by potential vendors before approval by the Board of Directors; and
- c. The Association complies with all requirements of 209.0052.

EFFECTIVE DATE: 2/2/2022

Authorized Board Member Signature: *Man Mah* Date: 2/2/22

RP-2022-99060

RP-2022-99060
Pages 12
02/24/2022 08:42 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$58.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

Order: MKKQPF74L
Address: 15202 Sunlight Bay Ct
Order Date: 01-16-2026
Document not for resale
HomeWiseDocs

RP-2022-99060

**Swimming Pool Enclosure Guidelines for the
Stablewood Farms Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Stablewood Farms Community Association, Inc. (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Stablewood Farms Community Association, Inc. a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Swimming Pool Enclosures

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.022 precludes associations from adopting or enforcing a restrictive covenant which prohibits or restricts a property owner from installing on a property owner's property a swimming pool enclosure that conforms to applicable state or local safety requirements; and
2. Pursuant to Section 202.022(b)(2) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the installation of a Swimming Pool Enclosure.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.022 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the installation of a Swimming Pool Enclosure.
 - a. A "swimming pool enclosure" means a fence that:
 1. Surrounds a water feature, including a swimming pool or spa;
 2. consists of transparent mesh or clear panels set in metal frames;
 3. is not more than six feet in height; and
 4. is designed to not be climbable.
 - b. The swimming pool enclosure shall be black in color and consist of transparent mesh set in metal frames.

EFFECTIVE DATE: 2/2/2022

Authorized Board Member Signature: Man Mel Date: 2/2/22

**Religious Item Display Guidelines for the
Stablewood Farms Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Stablewood Farms Community Association, Inc. (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Stablewood Farms Community Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Religious Displays

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.018 precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and
2. Pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the display of religious items.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the display of religious symbols.
 - a. The religious item cannot threaten public health or safety.
 - b. The religious item cannot violate the law other than a law prohibiting the display of religious speech.
 - c. The religious item cannot contain language, graphics or other display that is patently offensive to a passerby for reasons other than its religious content.
 - d. The religious item shall not be installed on property:
 - i. owned or maintained by the Association; or
 - ii. owned in common by members of the Association.
 - e. The religious item cannot violate any applicable building line, right-of-way, setback or easement.
 - f. The religious item cannot be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
2. In the event of any conflict between these provisions and any religious item display restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Religious Item Display Policy controls.

EFFECTIVE DATE: 2/2/2022

Authorized Board Member Signature: Ma Mel

Date: 2/2/22

**Bid Solicitation Process for the
Stablewood Farms Community Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Stablewood Farms Community Association, Inc. referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Stablewood Farms Community Association, Inc. a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Bid Solicitation Process

WHEREAS:

1. Section 209.0052 of the Texas Property Code creates a requirement that an association create a process for bid solicitation when the association proposes to contract for services that will cost more than \$50,000.00.
2. The Association's Board of Directors (the "Board") desires to establish a policy consistent with Section 209.0052.

BE IT RESOLVED THAT the Association may enter into a contract for services that is equal to or exceeds \$50,000 if:

- a. The Association has solicited at least two competitive proposals for the contract;
- b. All Directors have access to the proposals provided by potential vendors before approval by the Board of Directors; and
- c. The Association complies with all requirements of 209.0052.

EFFECTIVE DATE: 2/2/2022

Authorized Board Member Signature:  Date: 2/2/22