

LAKES AT CREEKSIDE

SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LAKES AT CREEKSIDE HOMEOWNERS ASSOCIATION
(ARC GUIDELINES)

SECTION 3

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT
COUNTY OF HARRIS §

This Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Lakes at Creekside Homeowners Association (ARC Guidelines) Section 3 (the "Supplemental Declaration") is made by Lakes at Creekside, LLC.

WHEREAS, under date of June 26, 2015, Lakes at Creekside, LLC, ("Declarant"), as the owner of certain land created that certain subdivision known as the LAKES AT CREEKSIDE, by the execution and recordation of that certain Declaration of Covenants, Conditions and Restrictions for the Lakes at Creekside recorded under Clerk's File No. 20150278839 of the Real Property Records of Harris County (the "Declaration"); Texas; 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 Declaration; and

WHEREAS, Declarant is the owner of certain real property, as shown on the map or plat thereof, recorded under Clerk's File Number 2017-110258 in the Map Records of Harris County, Texas (hereinafter "Section 3"); and

WHEREAS, by the terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the Lakes at Creekside Homeowners Association (the "Association"); and

WHEREAS, by the terms of said Declaration, the Declarant may establish Rules that among other matters, will govern as design/architectural guidelines, and which may, as part of such design/architectural guidelines, establish a list of approved Builders (custom or production Builders) that may be revised from time to time as circumstances warrant; and

WHEREAS, this is a Supplemental Declaration for the Lakes at Creekside Property and any and all Builders and Owners of Lots within Section 3 must comply with the terms hereof;

NOW, THEREFORE, the Declarant hereby annexes Section 3 into the Lakes at Creekside. Section 3 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 the Property subject to the

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Declaration and submitted to the jurisdiction of the Association. Pursuant to the power reserved in the Declaration, Declarant does hereby declare that the following must be complied with for any and all improvements to any Lots within Section 3:

1. Square Footage Requirements:

Minimum 2100 sq ft

Maximum 3300 sq ft

Both Perry Homes and David Weekly Homes have the right to exceed the maximum on 25% of homes up to 3400 sq ft

2. Height of Residence:

Two (2) story Maximum height restriction on all houses.

3. Elevations and Elevation Related Materials:

Elevation repeat: 3 homes between elevations.

The same floor plan cannot be repeated next to each other regardless of elevation.

Masonry or stone on front elevations should return around a corner a minimum of 2' on the first and second floor.

Corner Homes must be must be 100% brick, stone or stucco.

One story homes must be all brick, stucco or a combination of these materials with stone.

Rear elevations facing the lake must be brick or stucco on the first floor and either brick, stucco or stucco board on the second floor.

Chimneys must be masonry (or stucco board in not on an exterior wall); chimney caps required.

No rear balconies in interior lots

4. Setbacks:

Front: 25' (per plat)

Rear: Utility Easement

Rear Set Back on Lake lots: 10' or U.E.

Side: 5'

5. Garage Doors:

Garage doors can be cedar wood, wood veneer or decorative.

The 3rd bay of a 3 car garage must be set back 2' from the other two doors.

Driveways must be a minimum of 12' in width (20' in width for 3 car garage facing the street).

6. Fencing:

Lake Lots:

4' tubular (steel) fence along rear lot line of lake lots (Ameristar or equal)

6' solid wood, capped 2X6 rot board front returns for all lots

6' solid wood, good neighbor fence, tiered down at 28 feet

4' tubular (steel) fence in-between homes on lake lots (Ameristar or equal)

Wooded Lots:

6' solid wood, good neighbor between homes

6' solid wood, capped with 2X6 rot board on side facing corner lots

6' solid wood, capped with 2X6 rot board on front returns and rear lot lines that are visible from the street.

7. Landscaping: Submit to ARC for approval.

Each builder shall provide a Master landscape plan in which the below items are approved. As such, the varieties of plants, shrubs and trees can vary from home to home with final approval by ARC.

The requirements below are therefore mandatory for each home.

Minimum of two (2) 3" oak trees of any varieties in the front yard.

Minimum of three (3) 3" caliper native trees on corner or entry lots. These trees are to be planted on the side yard as needed.

Planting beds:

Planting beds should complement the architecture and shall completely wrap the front and around each corner of a home, with a minimum radius of four feet (4').

All planting will be mulched with two inches (2") of mulch. Rock or gravel of any size or color is not recommended for use as mulch, unless specifically approved by the ARC committee.

Edging: edging is required for maintenance purposes and to define the shape of planting beds.

Unacceptable edging includes plastic, wire, railroad ties, pre-cast concrete borders and other materials not in character with the desired landscape effect. A minimum of twenty (20) linear feet of edging rock to be installed.

Shrub/Ground Cover:

Shrubs shall be deer resistant one (1), five (5) and fifteen (15) gallon container grown stock.

A minimum of Nineteen (19) one (1) gallon, sixteen (16) five (5) gallon and three (3) fifteen (15) gallon shrubs are required for front yards.

Lots backing up to the lake shall have foundation planting consisting of a minimum of fifteen (15) one (1) gallon shrubs.

Lawn:

Front, side and rear yards shall be solid sod

Bermuda is the only accepted and permitted sod.

Hydro seeding of lawns is prohibited.

Irrigation: a timer controlled irrigation system is required for the front and back yard. A/C and pool equipment to be screened with vegetation so as not to be visible from the street, lake or public view.

8. Exterior lighting, excluding exterior home lighting (sconces, gas lighting fixtures) must be submitted to ARC before installation.

9. Architectural Review Committee ("ARC"):

J. Alan Kent, Duane Iselt and Vanessa Kent Stroberg (Maison Property Management, LLC)

10. Approved Builders:

Perry Homes
David Weekly Homes

11. Roof pitches must be a minimum of 6 in 12.

NOTICES:

Owners of Lots within Section 3 are advised that there exist within Section 3, Restricted Reserve "A" restricted in its use to Detention/Landscape/Open Space, and Restricted Reserves "B", "C", "D", and "E", restricted in their use to landscape/open space purposes, (collectively referred to herein as the "Reserves"). It should be noted that there may be potentially dangerous conditions that may exist within Restricted Reserve "A" such as, by way of illustration and not limitation, the following: holes, roots, stumps, and/or instability of natural topography, insects, reptiles, and/or animals. It is possible for some or all of these conditions to extend onto the Lots within Section 3. Owners hereby agree to hold harmless the Declarant and the Association and release them from any liability for the existence, placement, construction, design, operation, existence, improvements (if any), replacement and/or maintenance of the Reserves and agree to indemnify such released parties from any liability arising out of or related to such Owner's or occupant's use of, or proximity to, the Reserves. Each Owner and occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and occupant assumes all risks for loss or damage to persons, and further acknowledges 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 or occupant relied upon any representations or warranties, expressed or implied, relative to safety, any use, water levels, and/or any future change in use of the Reserves. The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the Reserves and shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Reserves.

Owners grant an easement to the Declarant and the Association, and their respective designees, for any incidental noise, lighting, visibility, water level variations, odors, parking and/or traffic, which may occur due to the existence of the Reserves. There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of Section 3 located adjacent to the Reserves. Owners and occupants of Lots that are adjacent to or 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 the Reserves. Any Owner or occupant 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 in Section 3 are hereby advised that along the northern perimeter of Section 3 there exists a 50' Right-of-Way & Easement to Copano Pipelines/Upper Gulf Coast LLC, as more particularly described in the instruments recorded under Volume 1417, Page 307 and Volume 1432, Page 507 in the Official Public Records of Real Property of Harris County, Texas (the "Easement"). Owners of Lots in Section 3 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 said Easement, 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 said Easement, and/or traffic which may occur due to the existence of said Easement. 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 use of said Easement.

The Requirements set forth herein do not replace or amend the architectural approval process set forth in the Declaration; any improvement constructed or modified must obtain the architectural approval as set forth therein.


Nothing herein contained is intended or shall be construed to amend the Declaration other than to specify terms and provisions of the Declaration which are applicable to specific lots and land within the Lakes at Creekside Section 3.

This Supplemental Declaration may be amended from time to time in the same fashion and manner as the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 22nd day of August, 2017.

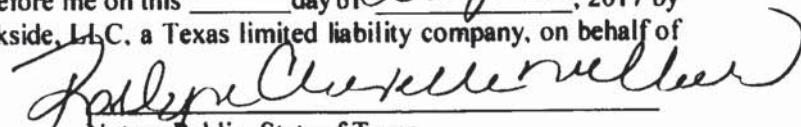
Declarant:

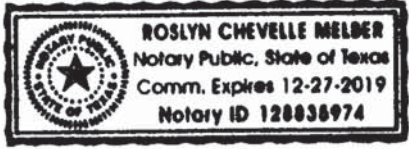
Lakes at Creekside, LLC, a Texas limited liability company.

By: 
Name: J. Alan Kent
Title: Member

STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on this 22 day of August, 2017 by J. Alan Kent, member Lakes at Creekside, LLC, a Texas limited liability company, on behalf of said entity.


Notary Public, State of Texas



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LIENHOLDER JOINDER

Executed this the 24 day of August, 2017, by the undersigned, as lienholder of the real property being subject hereto, not as Declarant nor as the developer thereof but only in order to subject such real property to the terms, provisions and conditions of this Supplemental Declaration.

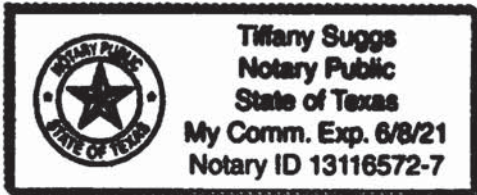
International Bank of Commerce

By: [Signature]
Print Name: Sam Jones
Print Title: V.P.

STATE OF TEXAS §
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This instrument was acknowledged before me on the 24 day of August 2017, by Sam Jones, the VP of International Bank of Commerce, on behalf of such lienholder.

[Signature]
Notary Public – State of Texas



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Pages 8
08/25/2017 11:45 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$40.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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