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THIS INSTRUMENT IS BEING REFILED TO REFLECT THE ADDITION OF EXHIBIT "B" WHICH WAS OMITTED IN THE FIRST FILING OF THIS INSTRUMENT AND IS HEREBY RATIFIED AND CONFIRMED IN ALL OTHER RESPECTS

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDOMINIUM REGIME STONE CREEK COURTS CONDOMINIUM THE WOODLANDS, TEXAS

MAY 3 0 2002

### 093-10-0156

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### DECLARATION OF COVENANTS, RESTRICTIONS AND CONDOMINIUM REGIME STONE CREEK COURTS CONDOMINIUM THE WOODLANDS, TEXAS

STATE OF TEXAS	
	§
COUNTY OF MONTGOMERY	§

#### **PREAMBLE**

This Declaration is made on May \_\_\_\_\_, 2002, in, Montgomery County, Texas, by Life Forms, Incorporated, a Texas corporation ("Declarant"), whose mailing address is P.O. Box 7190, The Woodlands, Texas 77387.

#### **RECITALS**

- 1. Declarant is the owner of certain real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located in the County of Montgomery, State of Texas (the "Property"), being 7.4329 acres, more or less, and being Open Space Reserves A, B, and H, and Unrestricted Reserves D, E, F and G, in the Woodlands, Village of Alden Bridge, Section 83, Montgomery County, Texas, and being more particularly described on Exhibit "A" attached hereto and incorporated by reference, which has been subdivided as Stone Creek Courts Condominium, according to the map or plat thereof attached hereto as Exhibit "B" and according to the plat recorded in Cabinet 1, Sheets 153B and 154A of the Plat Records of Montgomery County, Texas and County Clerk's File No. 2002-045398 of the Real Property Records of Montgomery County, Texas.
- 2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act (TUCA), which is codified in Chapter 82 of the Property Code.
- 3. The Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the Project is Stone Creek Courts Condominium.
- 4. Declarant intends and desires to establish by this Declaration a plan of ownership for the condominium project ("Project"). The plan consists of individual ownership of residential apartment units (the "Units") and other areas. The Project shall be divided into no more than eighty (80) Units.
- 5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of organization of Owners (herein the "Association"), as more particularly set forth herein.

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The formal name of the Association is The Association of Stonecreek Courts, Inc.

- 6. The Units and other areas of the Project are more particularly described on Exhibits "B", "C", and "D" which are attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to and hereinafter defined as the "Common Elements"). Exhibit "D" sets forth the allocation to each Unit of (a) a fraction or percentage of undivided interests in the common elements of the condominium, (b) a fraction or percentage of undivided interests in the common expenses of the Association, and (c) a portion of votes in the Association, by the formulas set forth therein.
- 7. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

# ARTICLE 1 DEFINITIONS

- 1.01. <u>Articles</u>. Articles mean the Articles of Incorporation of the Association that are filed in the Office of the Secretary of State of the State of Texas.
- 1.02. <u>Association</u>. *Association* means The Association of Stonecreek Courts, Inc., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners of the Project.
  - 1.03. Board. Board means the Board of Directors of the Association.
- 1.04. <u>Bylaws</u> Bylaws mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.
- 1.05. <u>Condominium</u>. *Condominium* means the separate ownership of single units in a multiple-unit structure or structures with common elements.
- 1.06. <u>Common Elements</u>. Common Elements mean all elements of the Project except the separately owned Units, and includes both General and Limited Common Elements (as such terms are hereafter defined) to the extent they lie within the Property but outside the Unit boundaries, as well as elements or utilities running through the Unit that are utilized for or serve more than one

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#### Unit, including:

- (a) The land which comprises the Property, including landscaping, lawn sprinkler systems and all vegetation;
- (b) The foundations, columns, girders, beams, supports, roofs, floors, bearing walls, exterior wall surfaces, partition walls and perimeter walls of all Units to the inner surfaces of the structural wall elements (excluding the sheetrock and any wall or ceiling finishes);
- (c) The fences, stairs, stairwells, balconies, verandas, terraces, driveways and parking spaces, for all Units;
- (d) All other structures, facilities and equipment located on the Property (other than those structures, facilities and equipment located in the Units) which are necessary or convenient to its existence, maintenance and safety, or which are normally in common use by the Owners or occupants of Units; and
- (e) All elements described as common elements under Section 82.052 of the TUCA.
- 1.07. <u>Declarant</u> means Life Forms, Incorporated, a Texas corporation, and its successors and assigns.
- 1.08. <u>Declaration</u>. *Declaration* means this Declaration document and all that it contains, and any amendments thereto.
- 1.09. <u>Development Review Committee</u>. *Development Review Committee* means the Development Review Committee established pursuant to the Woodlands Covenants.
- 1.10. <u>General Common Elements</u>. *General Common Elements* mean all the Common Elements except the Limited Common Elements.
- 1.11. Governing Instruments. Governing Instruments mean the Declaration, and the Articles of Incorporation, Bylaws of the Association, and any Rules and Regulations adopted by the Board.
- 1.12. <u>Limited Common Elements</u>. *Limited Common Elements* mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units. Limited Common Elements shall include walkways and stairways serving one or more Units, those driveways, parking or garage areas and storage spaces appurtenant to a specific Unit, and the area within the porch/patio area adjacent to certain Units.
  - 1.13. Manager. Manager means the person or corporation, if any, appointed by the Board

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to provide management services to the Project.

- 1.14. Owner(s) means any person that owns a Unit within the Project.
- 1.15. <u>Person.</u> Person means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination of persons or entities.
- 1.16. <u>Project</u>. *Project* means the entire parcel or the Property described on Exhibit "A", including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. The Project shall be divided into no more than eighty (80) Units.
- 1.17. <u>Rules.</u> Rules or Rules and Regulations mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.
- 1.18. <u>Unit</u> means a physical portion of the Condominium described in Section 2.02 hereof and designated on Exhibits "B" and "C" for separate ownership and occupancy.
- 1.19 <u>Woodlands Association</u>. *Woodlands Association* means the Woodlands Association, Inc., a nonprofit community association formed to serve as the representative of the property owners of lands subject to the Woodlands Covenants.
- 1.20 <u>Woodland Covenants</u>. *Woodland Covenants* means the covenants, restrictions, easements, charges and liens contained in the plats or instruments filed for record under Plat Cabinet Q, Sheet 12 of the Map Records of Montgomery County, Texas and in the Real Property Records of Montgomery County, Texas under Clerk's File No(s). 9348561, 2001-053040 and 2001-053041.

# ARTICLE 2 THE PROPERTY

- 2.01. <u>Property Subject to Declaration</u>. All the real property described on Exhibit "A" to this Declaration, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property (referred to as the "Property") shall be subject to this Declaration.
- 2.02. Exclusive Ownership and Possession. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of the Unit shall be and are the interior surfaces of the perimeter wall, floors, and ceilings of that particular Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finished surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one Unit. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise

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refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and floors bounding the Owner's Unit, subject to the powers and rights of the Association to control the exterior appearance of each Unit under the Governing Instruments and the TUCA.

- 2.03. Common Elements. Each Owner shall be entitled to an undivided interest in the Common Elements described in this Declaration and on Exhibits "B" and "C" in the percentage expressed on Exhibit "D". The percentage of the undivided interest of each Owner in the Common Elements, as expressed on Exhibit "D", shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on.
- 2.04. <u>Limited Common Elements</u>. The Common Elements designated as Limited Common Elements in this Declaration are reserved for the exclusive use of the Owners of the Units to which they are appurtenant or assigned.
- 2.05. <u>Partition of Common Elements</u>. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.
- 2.06. <u>Nonexclusive Easements</u>. Each Owner shall have a nonexclusive easement for the use an enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.
- 2.07. Other Easements. The Association may grant to third parties easements, in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.
- 2.08. Easements for Maintenance of Encroachments. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

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# ARTICLE 3 UNIT OWNERS ASSOCIATION

- 3.01. <u>Association</u>. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name The Association of Stonecreek Courts, Inc., is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws.
- 3.02. <u>Membership</u>. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of the title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.
- 3.03. <u>Voting Rights</u>. Voting shall be on a percentage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Unit bears to the entire Project as assigned on Exhibit "D". If an Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.
- 3.04. <u>Membership Meetings</u>. Meeting of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.
- 3.05. General Powers and Authority. The Association shall have all of the powers allowed by TUCA, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:
- (a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.
- (b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.
- (c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.
- (d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:

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- (i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may make a written request for a hearing before the Board within thirty (30) days of the notice.
- (ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.
- (iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.
- (iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.
- (e) The power to delegate its authority and duties through the Board of Directors, to such committees, officers, Manager or employees as are permitted to be retained under the Governing Instruments.
- (f) The right, through its agents, Manager or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.
- 3.06 <u>Board of Directors and Officers of the Association</u>. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association. The Board shall elect officers, which shall include a President, Treasurer, Secretary, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.
- 3.07. <u>Duties of the Association</u>. In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:
- (a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to, exterior painting, maintenance, repair, and landscaping of the Common Elements and the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

- (b) Acquisition of and payment from the maintenance fund for the following:
  - (i) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Units.
  - (ii) Subject to the provisions of Article 6 of this Declaration, a policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Units and Common Elements payable as provided in Article 6, or such other fire and casualty insurance as the Board shall determine give substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.
  - (iii) Subject to the provisions of Article 6 of this Declaration, a policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for any one person injured, \$1,000,000.00 for any one accident, and \$100,000.00 for property damage. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion, provided, however, that the said limits and coverage shall never be of fewer kinds or lesser amounts than those set forth in this Paragraph. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of name insured under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.
  - (iv) Subject to the provisions of Article 6 of this Declaration, workers' compensation insurance to the extent necessary to comply with any applicable laws.
  - (v) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.
  - (vi) Legal and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.
- (c) Preparation and distribution, on a regular basis, of financial statements to the Owners in accordance with the following:
  - (i) A pro forma operating statement or budget for each fiscal year shall be distributed not less than thirty (30) days before the beginning of the fiscal year.
  - (ii) A balance sheet as of the last day of the Association's fiscal year and an

operating statement for the fiscal year shall be distributed within one hundred twenty (120) days after the close of the fiscal year.

- (d) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:
  - (i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements any other expenses incurred by or on behalf of the Project.
  - (ii) Minutes of proceedings of Owners, Board of Directors, and Committees to which any authority of the Board of Directors has been delegated.
  - (iii) Record of the names and addressees of all Owners with voting rights.
  - (iv) Plans and specifications used to construct the Project.
  - (v) The condominium information statement given to all Owners by the Declarant before sale.
  - (vi) Voting records, proxies, and correspondence relating to Declaration amendments.
- (e) Arrangement for an annual independent audit of all books and records of the Association.
- 3.08. <u>Declarant's Control Period</u>. Declarant shall have the power to appoint and remove officers and members of the Board until one hundred twenty (120) days after the Declarant has conveyed seventy-five percent (75%) of the Units in the Project to Owners other than Declarant, provided, however, that, not later than the one hundred twentieth (120th) day after Declarant's conveyance of fifty percent (50%) of the Units to Owners other than Declarant, not less than one third (1/3) of the Board members must be elected by Owners other than Declarant.
- 3.09. <u>Powers and Duties of the Board of Directors</u>. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include, but shall not be limited to, the following:
- (a) Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.
- (b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.

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- (c) Contracting for casualty, liability, and other insurance on behalf of the Association.
- (d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.
- (e) Delegation of its powers to such committees, officers, the Manager or employees of the Association as are expressly authorized by the Governing Instruments.
- (f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.
- (g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.
- (h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.
- (i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Elements or the Owners in the aggregate.
- 3.10. <u>Limitations on Powers of Board of Directors</u>. Notwithstanding the powers set forth in Paragraph 3.09 of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Association residing in the Owners:
- (a) Entering into a contract with a third person under which the third person will furnish goods or services for a term longer than one year, except for a management contract approved by the Declarant, the Federal National Mortgage Association, the Federal Housing Administration or Veterans' Administration.
- (b) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Associations business, provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

# ARTICLE 4 ASSESSMENTS

4.01. Covenant to Pay. The Declarant covenants and agrees for each Unit owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the

provisions of this Declaration. All moneys collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

- 4.02. Regular Assessments. Regular assessments shall be made in accordance with the following. Within sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to Exhibit "D." Each owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month.
- 4.03. Special Assessments. Special assessments shall be made in accordance with the following. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the manner determined by the Board.
- 4.04. <u>Limitations on Assessments</u>. The Board may not, without the approval of the Owners having a majority of the ownership interest voting in person or by proxy at a meeting at which a quorum is present, impose a regular annual assessment per Unit that is more than twenty percent (20%) greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed twenty percent (20%) of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the owner into compliance with the provisions of the Association's Governing Instruments, or to reimburse the Association for any damage caused to the Association by the Owner, his/her guests, invitees or tenants.
- 4.05. <u>Commencement of Assessments</u>. Regular assessments shall commence on the date of closing of the first sale of a Unit in the Project.
- 4.06. <u>Liability for Assessments</u>. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.
- 4.07. Payment of Assessments on Conveyance of Unit. On the sale or conveyance of an Unit, all unpaid assessments against on Owner for the Owner's share in the expenses to which Articles 4.02 and 4.03 of this Declaration refer shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the

following:

- (a) Assessments, liens, and charges in favor of the State or Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.
  - (b) Amounts due under mortgage instruments duly recorded.
- 4.08. <u>Lien and Foreclosure for Delinquent Assessments</u>. The Association shall have a continuing lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.
- 4.09. <u>Subordination of Lien to Mortgage</u>. The lien for assessments provided for herein shall be subordinate to the lien of any mortgages imposed on a Unit to secure debt incurred for the purchase price thereof or for improvements thereto. Sale, transfer other disposition of any Unit shall not affect the assessment lien. However, the sale or transfer of any mortgaged Unit pursuant to a decree of foreclosure under such mortgage shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer of any kind, including foreclosure, shall release such Unit from liability for any assessments thereafter becoming due or from the lien securing payment thereof.
- 4.10. <u>Subordination of the Lien to the Woodlands Covenants</u>. The lien securing the assessments provided for herein shall be subordinate to the lien provided for in the Woodlands Covenants. The sale or transfer of any Unit pursuant to a decree of foreclosure under the lien provided for in the Woodlands Covenants shall extinguish the lien hereunder as to payments which become due prior to such sale or transfer. Foreclosure of the lien provided for in the Woodlands Covenants shall not relieve such Unit from liability for any assessments thereafter becoming due or from the lien securing payment thereof.

# ARTICLE 5 RESTRICTIONS AND COVENANTS

- 5.01. Woodlands Covenants and General Restrictions on Use. The right of an Owner and the Owner's guests to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the Woodlands Covenants, those restrictions included in the plats or instruments filed for record under Plat Cabinet Q, Sheet 12 of the Map Records of Montgomery County, Texas and in the Real Property Records of Montgomery County, Texas under Clerk's File No(s). 9348561, 2001-053040 and 2001-053041, and is also subject to the following use restrictions which are supplemental and in addition thereto:
  - (a) No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it

to be occupied or used, for any purpose other than as a private single-family residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit, provided that the Unit is not used for transient or hotel purposes and that the term of the lease is for a period of at least six (6) months and is subject to the Association's Governing Instruments and Rules.

- (b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.
- (c) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Elements or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored in the storage spaces.
- (d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board, except for Project signs and temporary sales signs installed by the Developer. All signage authorized by the Board must also comply with the rules and regulations adopted by the Development Review Committee.
- (e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the Rules and Regulations adopted by the Board, subject also to requirements, and limitations of The Woodlands Covenants and the Development Review Committee.
- (f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done in any Unit or in the Common Elements that may be or become an annoyance or nuisance to the other Owners.
- (g) Nothing shall be altered or constructed in or on, or removed from, the Common Elements, without the written consent of the Board.
- (h) There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Elements. The Board is authorized to adopt and amend such Rules, and is authorized to fine any person an amount not to exceed fifty-percent (50%) of the then current monthly assessment for each violation of the Rules.
- (i) No Owner shall park any automobile or other motor vehicle in the Common Elements except in a space designated for Owners, occupants, and their guests or invitees. This provision shall not be construed to prohibit, the temporary parking of motor vehicles necessary to the servicing or

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repair of any Unit or other property in Stonemill Court Condominiums.

- (j) No immoral, improper, unlawful, noxious or offensive activity shall be carried on or maintained on or within any Unit or the Common Elements, nor shall anything be done or permitted to be done thereon which may be or become an annoyance or a nuisance to the residents or Owners of other Units, or to surrounding property owners or residents.
- (k) No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap or debris of any kind shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup, and shall be returned to an enclosed structure or an area appropriately screened from view no late than midnight of the day of pickup of such garbage and trash. Any container used for trash pickup must also comply with the rules and regulations adopted by The Woodlands Association. Wood piles shall note be stored so as to attract termites or other wood damaging insects.
- (l) All equipment, garbage cans, wood piles or storage piles shall be confined to the patio areas or interior of the Unit. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- (m) Each Unit is restricted to residential occupancy as a single family residence including home professional pursuits not requiring regular visits from the public or unreasonable, non-residential levels of mail, shipping, trash or storage requirements.
- (n) Garages are restricted to use by the Owner as a parking space for motor vehicles, as residential storage or workrooms, provided no living space may be made in a garage. Trucks, trailers, commercial vehicles and campers having a capacity in excess of one ton may not be parked on the Property, except in a garage with the doors closed.
- 5.02. <u>Maintenance</u>. Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. More specifically, the maintenance duties of each owner and the Association are delineated as follows:
- (a) Each Owner shall promptly maintain, repair and replace at his expense all portions of his Unit to keep such Unit in good repair. Each Owner is responsible for the cost of maintenance, repair and replacement of i) any utility installation or equipment located wholly or partially outside the designated boundaries of the Unit, and ii) any Common Elements or other Units if the maintenance, replacement or repair is required due to the negligence of the responsible Owner, the Owner's agents, guests or tenants.

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- The Common Elements shall be maintained and repaired by the Association, which maintenance and repair shall include, but shall not be limited to, repainting and repair of exterior walls, doors, trim, eaves, fences, or any portion of the foregoing. Such exterior maintenance shall not include window panes or other glass surfaces which shall be the responsibility of the Unit Owner. Each Owner shall promptly report to the Association any defect or need for repairs to be performed by the Association. The times and extend of such maintenance and repair shall be determined by the Board in its sole discretion. The exterior maintenance to be performed by the Association shall extend to not only maintenance and repair due to normal wear and tear, but shall also include exterior damage caused by casualty. In addition, the Association shall have the discretionary authority, but not the obligation, to provide maintenance and repair to all or any portion of the Units if such maintenance or repair is necessary in the sole discretion of the Board to protect adjacent Units or the Common Elements, and (except in case of emergency) the Owner of said Unit has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered to the owner by the board. The cost of said maintenance or repair shall be paid to the Association by the Owner(s) of the Unit(s) so repaired. Payment of said sums shall be secured by the lien reserved above to secure payment of assessments. Each Owner hereby grants to the Association, other Unit Owners, and their agents or employees access to and through their Unit reasonably necessary to perform needed repairs and maintenance.
- (c) Each Owner shall be responsible for the maintenance and care of the lawns, trees, shrubs, hedges, walkways and other facilities within any fenced yard or patio area which is a Limited Common Element appurtenant to his Unit.
- (d) The Association shall be responsible for the maintenance of all fences on the Property, and for the landscaping, maintenance and care of lawns, trees, shrubs, hedges and the like on all areas of the Property.
- (e) No alteration, addition or improvement shall be made by any Owner beyond the perimeter of his Unit. No alteration, addition or improvement shall be made within any Unit or the Limited Common Elements appurtenant thereto without first obtaining the prior written approval of the Board and the Development Review Committee.
- 5.03. <u>Damage Liability</u>. Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's family, guests, tenants or other invitees.
- 5.04. <u>Exemption</u>. Declarant shall be exempt from the restrictions of Article 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but it not limited to, maintaining Units as model homes, placing advertising signs on Project property, and generally making use of the Project lots and Common Elements as is reasonably necessary to carry on construction activity.

## ARTICLE 6 INSURANCE, CASUALTY AND CONDEMNATION

#### 6.01. Insurance.

- (a) The Board or its authorized agent shall obtain and maintain at all times, to the extent obtainable, policies of insurance at least consistent with the then current specific requirements of the Federal National Mortgage Association for the development of the size and type of the Property, written with financially responsible companies licensed to do business in Texas, covering, without limitation, the risks set forth below. The type of coverages to be obtained and risks to be covered are, at a minimum, as follows, to-wit:
  - (i) Insurance against loss or damage by wind, water (other than flooding), fire and lightning, and such other hazards as are customarily covered in condominium projects in Montgomery County, Texas, under extended coverage and all risk endorsements. Said casualty insurance shall insure the entire Property and all buildings thereon, together with all service equipment contained therein, in an amount equal to the full replacement value, without deduction for depreciation, subject to a reasonable deductible.
  - (ii) If the Property is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on each or all buildings in the Property, in an amount which is the lesser of the maximum amount of insurance available under the Act or the replacement cost of the Common Elements located in that building.
  - (iii) Bodily injury and property damage insurance in such limits at the Board may from time to time determine, but not in amounts less than those stipulated in Section 3.07(b)(iii) of this Declaration. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Property. All liability insurance shall name the Association, the Board, the Developer, the Owners, the Manager and the officers of the Association as insureds thereunder.
  - (iv) Workers' Compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, in the amounts and on the forms now or hereafter

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required by law or deemed reasonable and necessary by the Board.

- (v) Directors and officers liability insurance with respect to the actions of the Board and officers of the Association.
- (vi) Insurance against such other risks of similar or dissimilar nature as the Board may deem appropriate with respect to the Property, including insurance for any personal property of the Association located thereon.
- (b) All policies of insurance, to the extent obtainable, shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) days' prior written notice to all Owners, first mortgagees and the Association. Certificates evidencing such insurance coverage shall be promptly delivered to any first mortgagee upon request. All casualty insurance shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all of the Owners and first mortgagees, as their interests may appear.
- (c) Owners may carry other insurance for their benefit and at their expense, provided that the liability of the carriers issuing insurance obtained by the board shall not be affected or diminished by reason of any such additional insurance carried by any Owner.
- (d) If the Association does not provide the coverage, it shall be the duty of each Owner to obtain personal liability insurance, and casualty insurance (including flood insurance if available under the National Flood Insurance Act) on the Unit, improvements and fixtures installed therein by the Owner, and furnishings belonging to the Owner, including carpet, draperies, appliances and items of personal property. It shall be the Owner's duty to determine if the Association carries this insurance.

#### 6.02 Reconstruction.

- (a) If the Project is damaged by fire or any other disaster, the insurance proceeds, except as provided in Paragraph 6.01(b) of this Declaration, shall be applied to reconstruct the Project.
- (b) All Owners irrevocably constitute and appoint the Board as their attorney-in-fact for the purpose of dealing with the repair or reconstruction of damage or destruction to any Units or Common Elements, by fire or other disaster. A claim for any loss covered by the policy under this Article must be submitted by and adjusted with the Board, as attorney-in-fact. As attorney-in-fact, the Board shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interests of an Owner, which is necessary and appropriate to exercise the powers herein granted. Except as is otherwise herein provided, the proceeds of any insurance collected shall be available to the Association for the purpose of repair, reconstruction or replacement unless the Owners agree not to rebuild in

# 093-10-0176 072-10-1907

accordance with the provisions set forth hereinafter. Maintenance assessments shall not be abated during the period of insurance adjustment and repair and reconstruction.

- (c) Reconstruction shall not be compulsory if at least eighty percent (80%) of the vote of the Owners is cast not to rebuild. If the Owners so vote to not rebuild any Unit, that Unit's allocated interests shall be automatically reallocated on the vote as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to Exhibit "D" of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the proceeds shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in Exhibit "D" of this Declaration.
- 6.03. <u>Insufficient Insurance Proceeds</u>. When reconstruction is required by the terms of Article 6.01 of this Declaration, but the insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the insurance proceeds and reserves shall be considered a common expense that is subject to the Association's lien rights.
- 6.04. Obtaining Bids for Reconstruction. If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall rebuild in accordance with its original plans and specifications.
- 6.05. Owner Liability. Notwithstanding anything set out above, an Owner shall be liable to the Association for all costs incurred by the Association in excess of insurance proceeds (including the full amount of any deductible payable by the Association) if the loss was caused by the negligence of the Owner, the Owner's tenants, guests or invitees.

# ARTICLE 7 CONDEMNATION

In the event of any condemnation proceedings with respect to the Project, the Association shall represent the Owners in the condemnation proceedings and negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements, or part thereof, by the condemning authority. Each Owner hereby appoints the Association as attorney-infact for such purpose.

In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, to be held in trust for Owners and their first mortgage holders as their interests may appear. Any part of the award or proceeds not used for repair or replacement of the Common Elements condemned shall be divided among the Owners in proportion to their respective Common Elements interest before the taking.

All awards received in trust by the Association shall be dealt with as provided in §82.007 of the TUCA, as amended.

# ARTICLE 8 RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

- (a) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.
- (b) Any beneficiary under a first lien deed of trust who obtains title to an Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.
- (c) Unless at least two-thirds (%) of the beneficiaries under first lien deeds of trust (based on one vote for each first lien deed of trust owned) or Owners other than Declarant give their prior written approval, the Association shall not be entitled to the following:
  - (i) By act or omission, to seek to abandon or terminate the Project.
  - (ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:
    - (A) Levying assessments or charges.
    - (B) Allocating distributions of hazard insurance proceeds or condemnation awards.
    - (C) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.
  - (iii) To partition or subdivide any Unit.
  - (iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.
  - (v) In case of loss to an Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.

- (d) Without limiting the foregoing, unless at least fifty-one percent (51%) of the beneficiaries under first lien deeds of trust (based on one vote for each first lien deed of trust owned) give their prior written approval, the Association shall not be entitled to make any material changes to provisions governing the following:
  - (i) voting rights;
  - (ii) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
  - (iii) reductions in reserves for maintenance, repair, replacement of common elements;
  - (iv) responsibility for maintenance and repairs;
  - (v) reallocation of interests in the General or Limited Common Elements, or rights to their use;
  - (vi) redefinition of any Unit boundaries;
  - (vii) convertibility of units into Common Elements or vice versa;
  - (viii) expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;
  - (ix) hazard or fidelity insurance requirements;
  - (x) imposition of any material restrictions on the leasing of Units;
  - (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
  - (xii) restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Governing Instruments; or
  - (xiii) any provisions that expressly benefit mortgage holders, insurers, or guarantors.
- (e) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.
- (f) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first lien deed of trust to an Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or

condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

(g) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

# ARTICLE 9 NOTICES/ UNIT OWNER INFORMATION

- 9.01. Owner Information. Not later than the 30<sup>th</sup> day after the date of acquiring an interest in a Unit Owner shall provide the Association with:
  - (a) the Owner's mailing address, telephone number, and driver's license number, if any;
  - (b) the name and address of the holder of any lien against the Unit, and any loan number;
  - (c) the name and telephone number of any person occupying the Unit other than the Owner; and
  - (d) the name, address, and telephone number of any person managing the Unit as agent of the Owner.
- 9.02. Notice of Change. Each Owner shall notify the Association not later than the 30<sup>th</sup> day after the date the Owner has notice of a change in any information required by Section 9.01 above, and shall provide the information on request by the Association from time to time.

## ARTICLE 10 GENERAL PROVISIONS

### 10.01. Amendment

- (a) This Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven percent (67%) of the ownership interests in the Project.
- (b) An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.
- (c) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Montgomery County,

Texas.

- 10.02. <u>Nonwaiver Remedies</u>. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.
- 10.03. <u>Severability</u>. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.
- 10.04. <u>Binding</u>. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.
- 10.05. <u>Interpretation</u>. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.
- 10.06. <u>Limitation of Liability</u>. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.
- 10.07. <u>Fair Housing</u>. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, familial status or national origin.

#### 10.08. Notices.

- (a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given with when delivered personally at the appropriate address set forth in Article 10.08(b) of this Declaration, or three (3) days after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 10.08(b) of this Declaration.
- (b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association by written notice to all Owners. Notices to the Manager shall be addressed to the addressed to the Addressed to Declarant shall be addressed to P.O. Box 7190, The Woodlands, Texas 77387.
  - 10.09. Number, Gender, and Headings. As used in this Declaration, the singular shall

include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

10.10. <u>Woodlands Covenants Controlling</u>. In the event that any clause, sentence, paragraph, sub-section, or section of this Declaration shall be inconsistent with the Woodlands Covenants, then the latter shall be controlling. Nothing in this document shall be construed to confer upon the Association the right to amend, or in any manner change the Woodlands Covenants.

EXECUTED this the 13th day of May, 2002.

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Life For	rms, Incorporated,	
a Texas	corporation	
1	٠٠٠٠ (	
By:	M. E. & C'	
Name:_	MARK E. ALVIS	
Title:	PRESIDENT	

#### **ACKNOWLEDGMENT**

STATE OF TEXAS	§ .
COUNTY OF MONTGOMERY	§ §
This instrument was acknowled to the a Texas corporation, on behalf of the	President of Life Forms, Incorporated,
ROBIN L. MAZE MY COMMISSION EXPIRES May 30, 2004	Notary Public in and for The State of Texas
My commission expires 5-30	-04

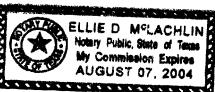
Return to:

LIFE FORMS, INC. P. O. BOX 7190 THE WOODLANDS, TX 77387 EXECUTED this the \_\_\_\_\_\_day of May, 2002 by the undersigned, being the record owner of a portion of the Property subject to the foregoing Declaration, which portion is under executory contract to be sold and transferred to Declarant, not as Declarant nor as the developer thereof, but only to subject such real property to the Declaration and to RATIFY and CONSENT to the Declaration and the Plat referred to therein.

THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P., a Texas Limited Partnership

By: The Woodlands Operating Company, L.P., a Texas limited partnership, its authorized agent

By: // facture
Name: //rg/ bakum
Title: Vaca Praident



**ACKNOWLEDGMENT** 

§ §

§

STATE OF TEXAS

COUNTY OF MONTGOMERY

Notary Public in and for the State of Texas

093-10-0183

072-10-1914

EXECUTED this the 15 day of May, 2002 by the undersigned, being the mortgagee of a portion of the Property subject to the foregoing Declaration, to RATIFY and CONSENT to the Declaration and the Plat referred to therein.

TEXAS STATE BANK

BRUCE BARCLAY

#### **ACKNOWLEDGEMENT**

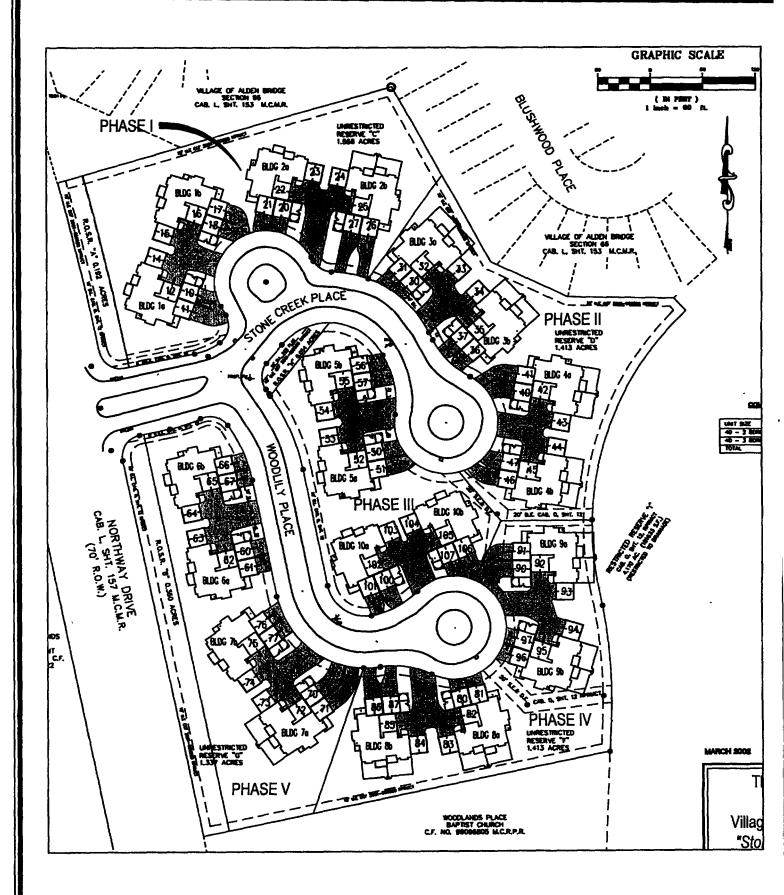
STATE OF TEXAS

**COUNTY OF HARRIS** 

This instrument was acknowledged before me on May 15 of TEXAS STATE BANK. Notary Public in and for the State of Texas The Sta

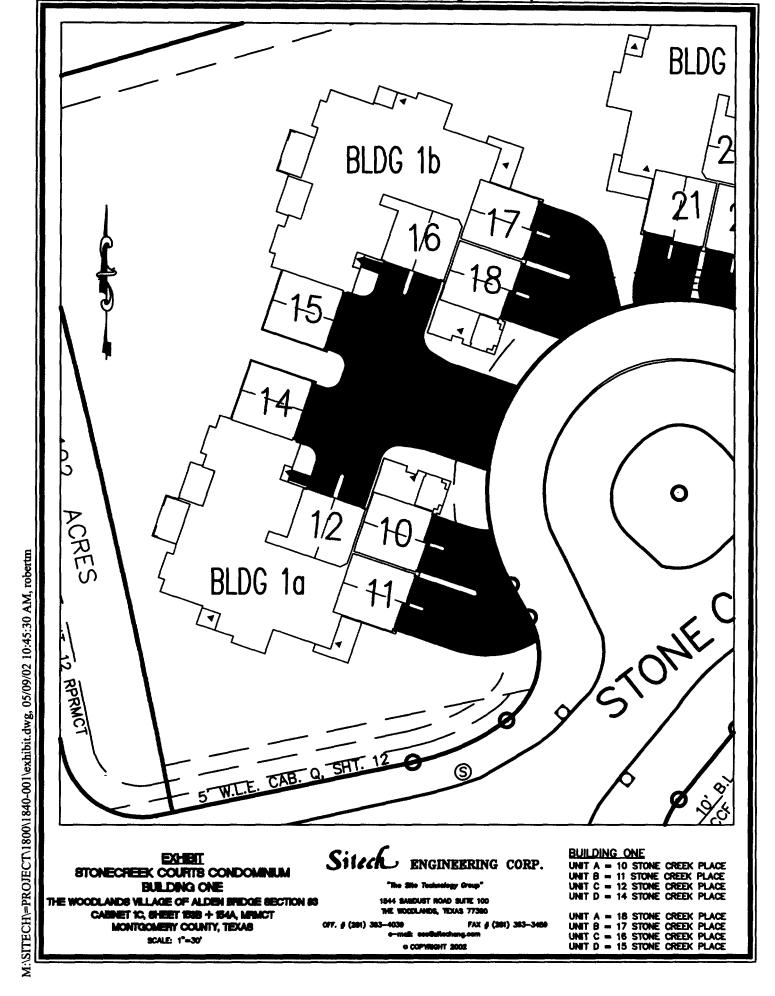
Exhibit A - Property Description (page 1 of 1)
093-10-0184
072-10-1915

Being 7.4329 acres, more or less, and being Open Space Reserves A, B, and H, and Unrestricted Reserves D, E, F and G, in the Woodlands, Village of Alden Bridge, Section 83, Montgomery County, Texas according to the map or plat thereof recorded in Cabinet Q, Sheet 12 of the Map Records of Montgomery County, Texas.



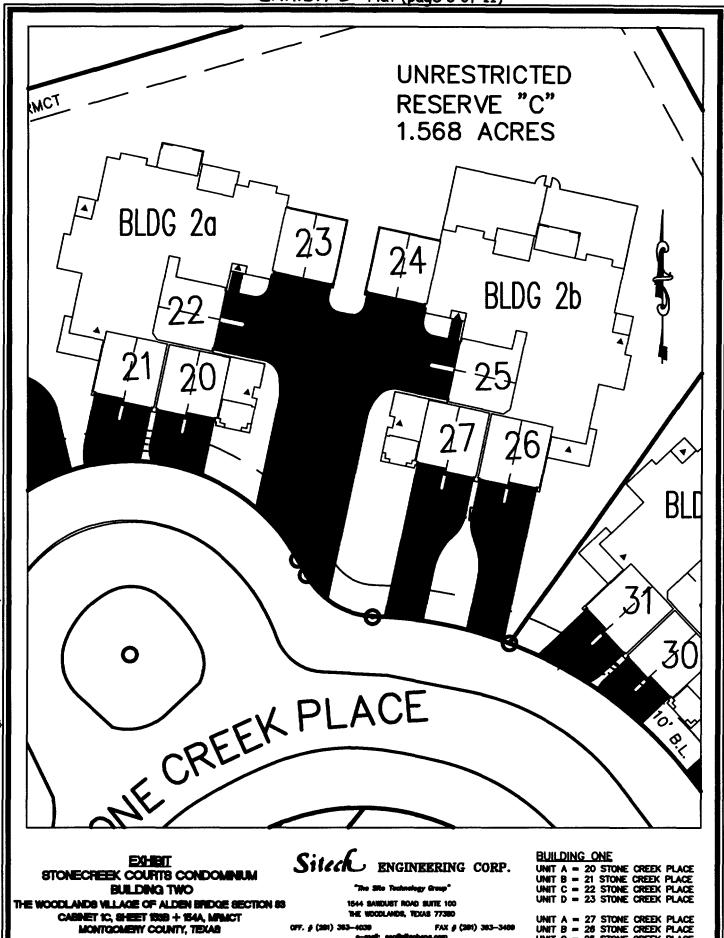
ADDRESS EXHIBIT STONECREEK COURTS CONDOMINIUM A SUBDIVISION OF 7.4329 ACRES A REPLAT OF RESTRICTED OPEN SPACE RESERVES A, B, AND H AND A REPLAT OF UNRESTRICTED RESERVES D,E,F,AND G VILLAGE OF ALDEN BRIDGE SECTION 83 CABINET O, SHEET 12 MRMCT OUT OF THE A.W. SPRINGER SURVEY, A-490 MONTGOMERY COUNTY, TEXAS 8 RESERVES - 80 UNITS - 1 BLOCK

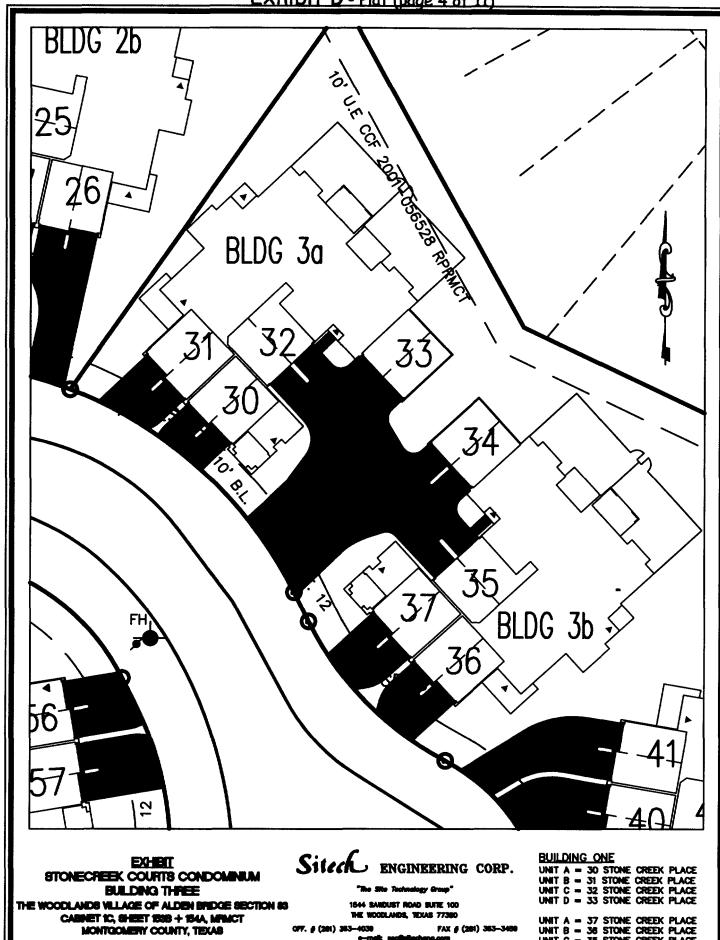
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UNIT A=27 STONE CREEK PLACE UNIT B=26 STONE CREEK PLACE UNIT C=25 STONE CREEK PLACE UNIT D=24 STONE CREEK PLACE

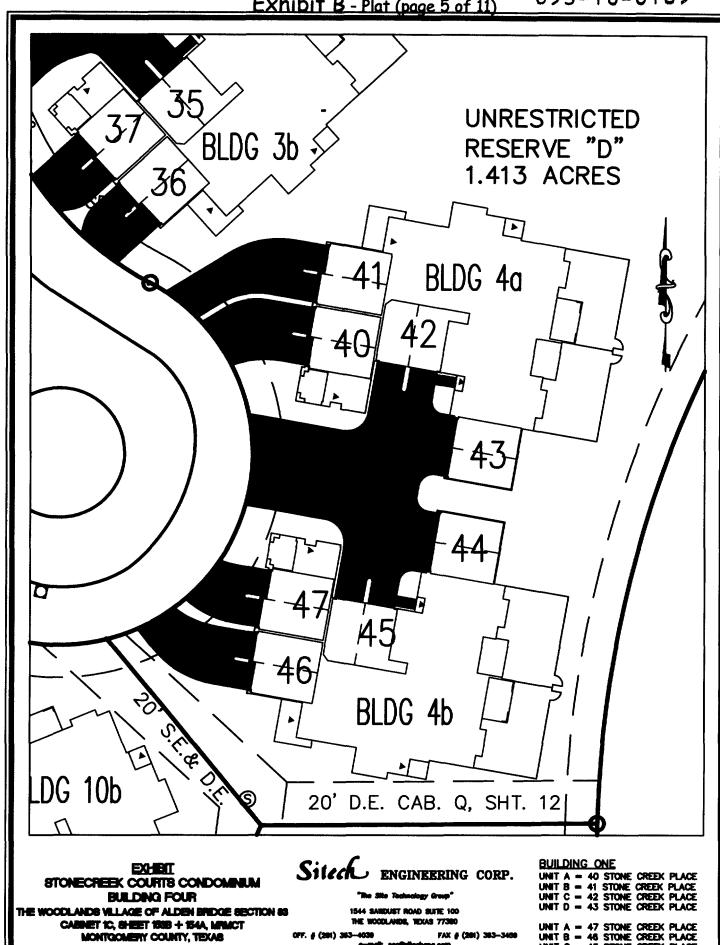
SCALE: 1"-30"





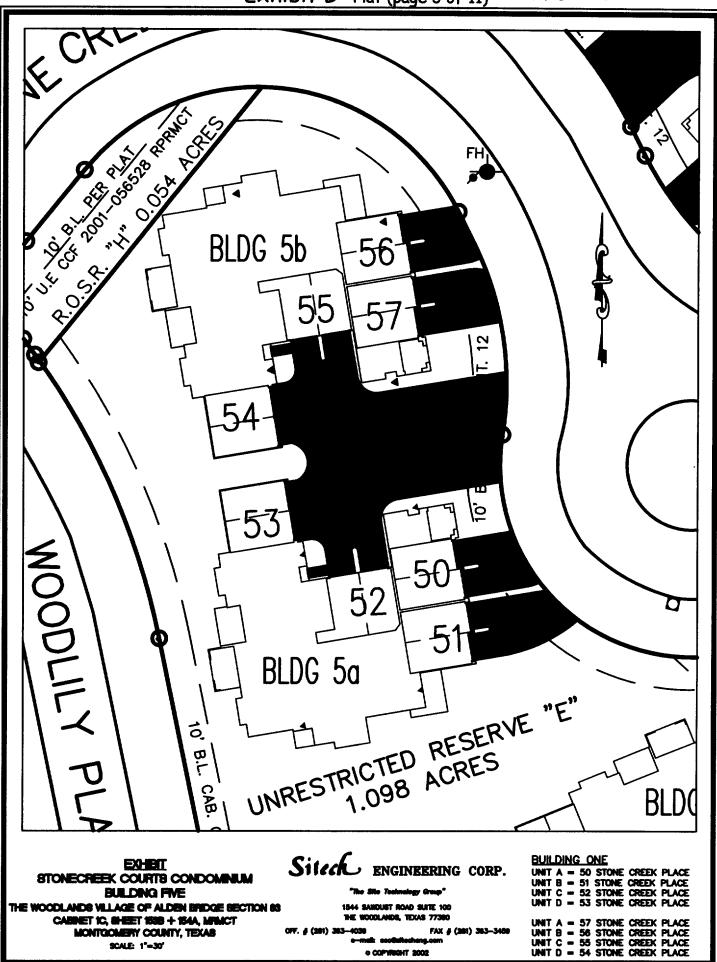
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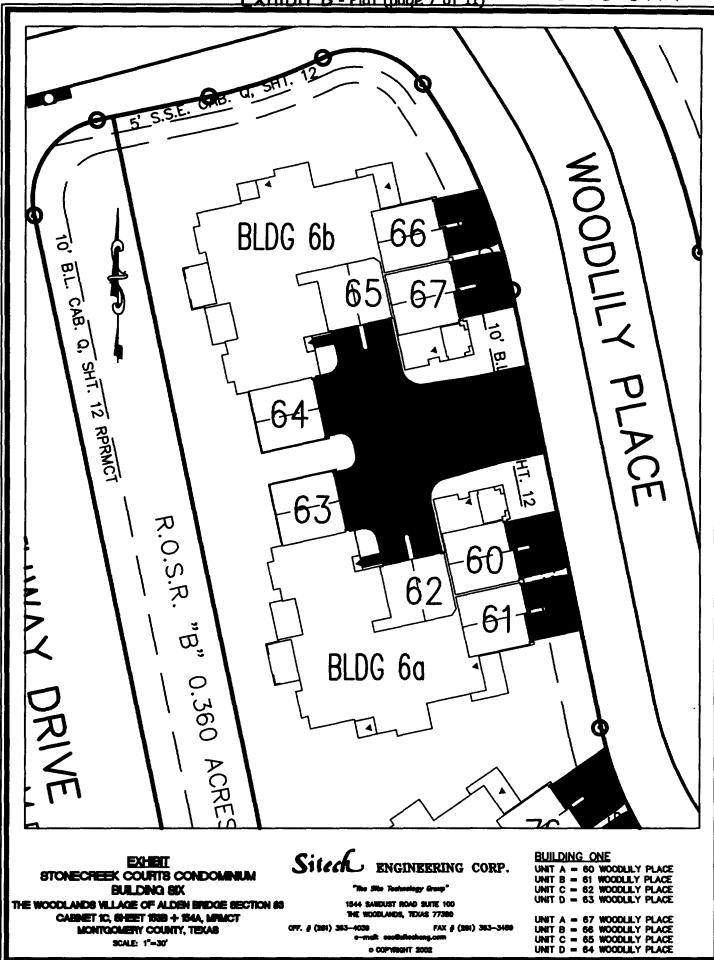
UNIT A = 37 STONE CREEK PLACE UNIT B = 36 STONE CREEK PLACE UNIT C = 35 STONE CREEK PLACE UNIT D = 34 STONE CREEK PLACE

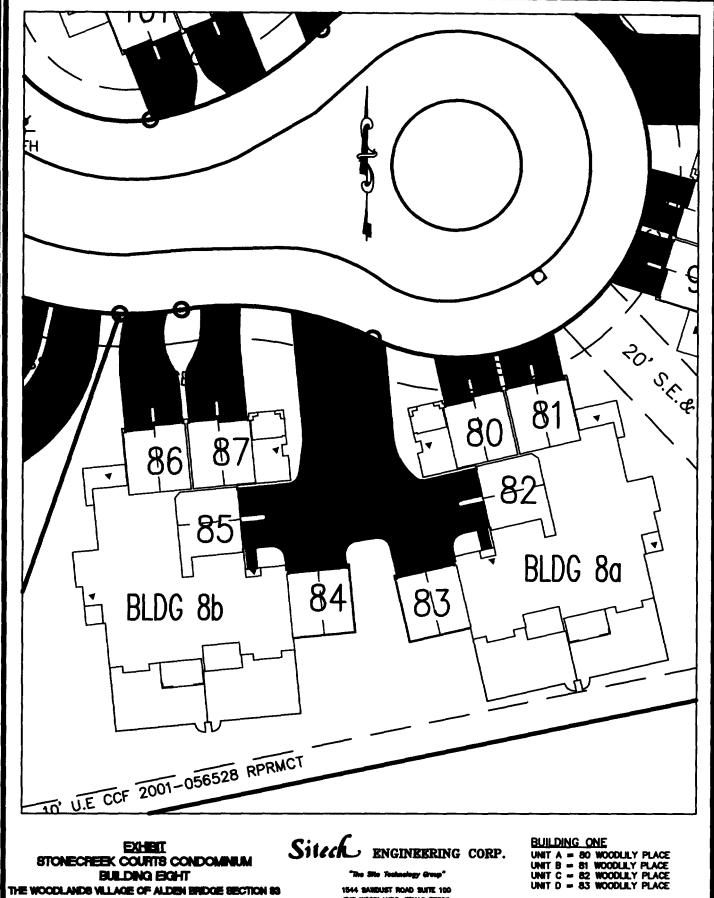


SCALE: 1"=30"

Unit A=47 stone creek place unit B=46 stone creek place unit C=45 stone creek place unit D=44 stone creek place







COLANDS VILLAGE OF ALDEN BRIDGE SECTION S CASNET IC, SHEET 1539 + 154A, MYMCT MONTGOMENY COUNTY, TEXAS

SCALE: 1"-30"

OFF. # (201) 303 FAX # (201) 363-3480

e COPYRIGHT 2002

UNIT A = 87 WOODLILY PLACE UNIT B = 86 WOODLILY PLACE UNIT C = 85 WOODLILY PLACE UNIT D = 84 WOODLILY PLACE

**BULDING NINE** 

THE WOODLANDS VILLAGE OF ALDEN BRIDGE SECTION 65 CARNET 1C, SHEET 1938 + 154A, MANCT MONITGOMENY COUNTY, TEXAS

SCALE: 1"=30"

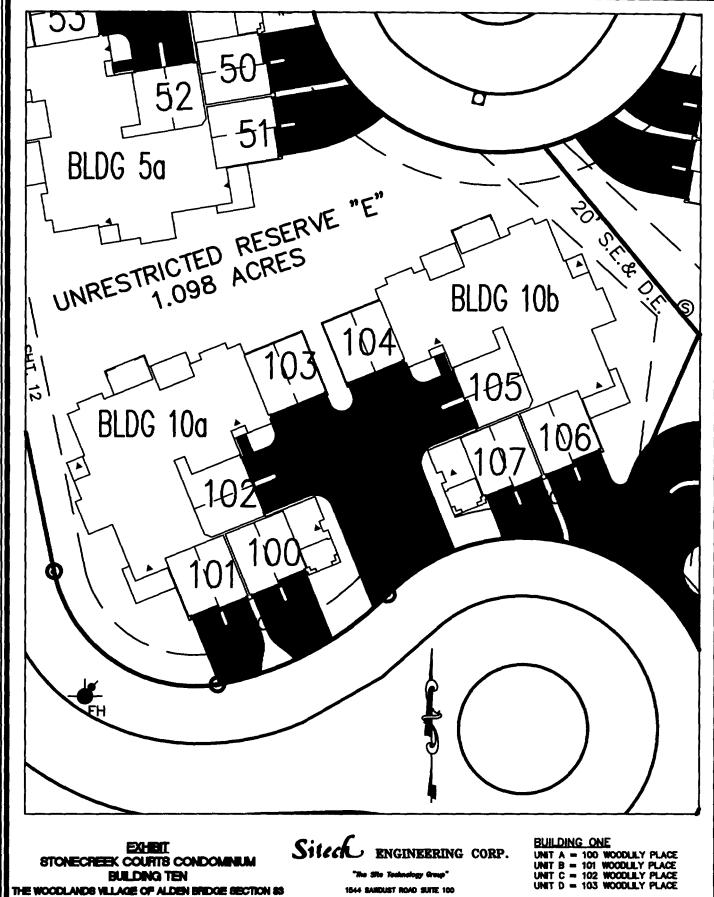
OFF. # (281) 363-FAX # (281) 363-3486

# COPYRIGHT 2002

UNIT A = 97 WOODLILY PLACE UNIT B = 96 WOODLILY PLACE UNIT C = 95 WOODLILY PLACE UNIT D = 94 WOODLILY PLACE

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**BUILDING TEN** 

CODIANDS VILLAGE OF ALDEN BRIDGE SECTION CARNET IC, SHEET 1938 + 154A, MANCT MONTGOMERY COUNTY, TEXAS

SCALE: 1"-30"

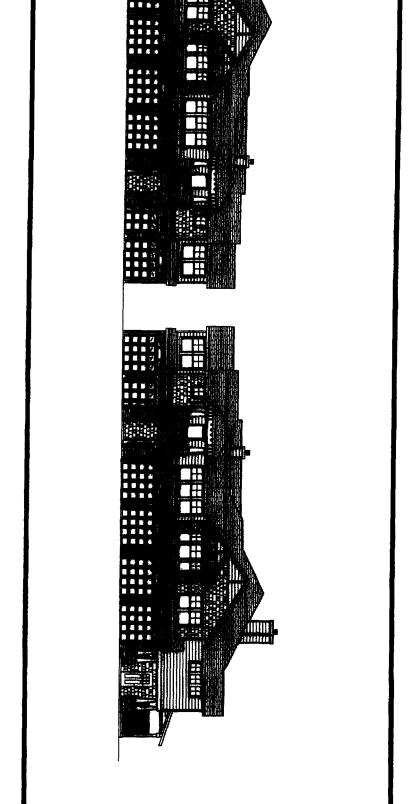
FAX # (201) 303-3460

UNIT A = 107 WOODLILY PLACE UNIT B = 106 WOODLILY PLACE UNIT C = 105 WOODLILY PLACE UNIT D = 104 WOODLILY PLACE

# Stone Creek Courts The Woodlands, Texas Life Forms





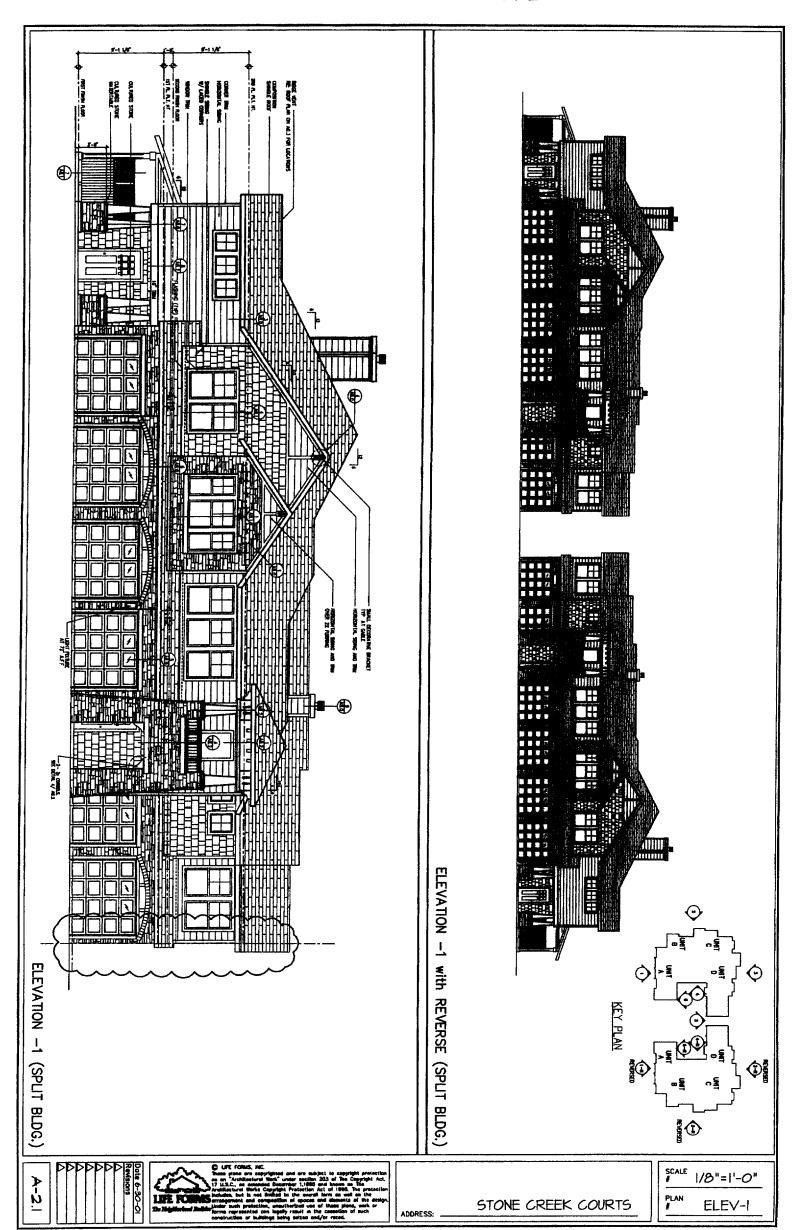


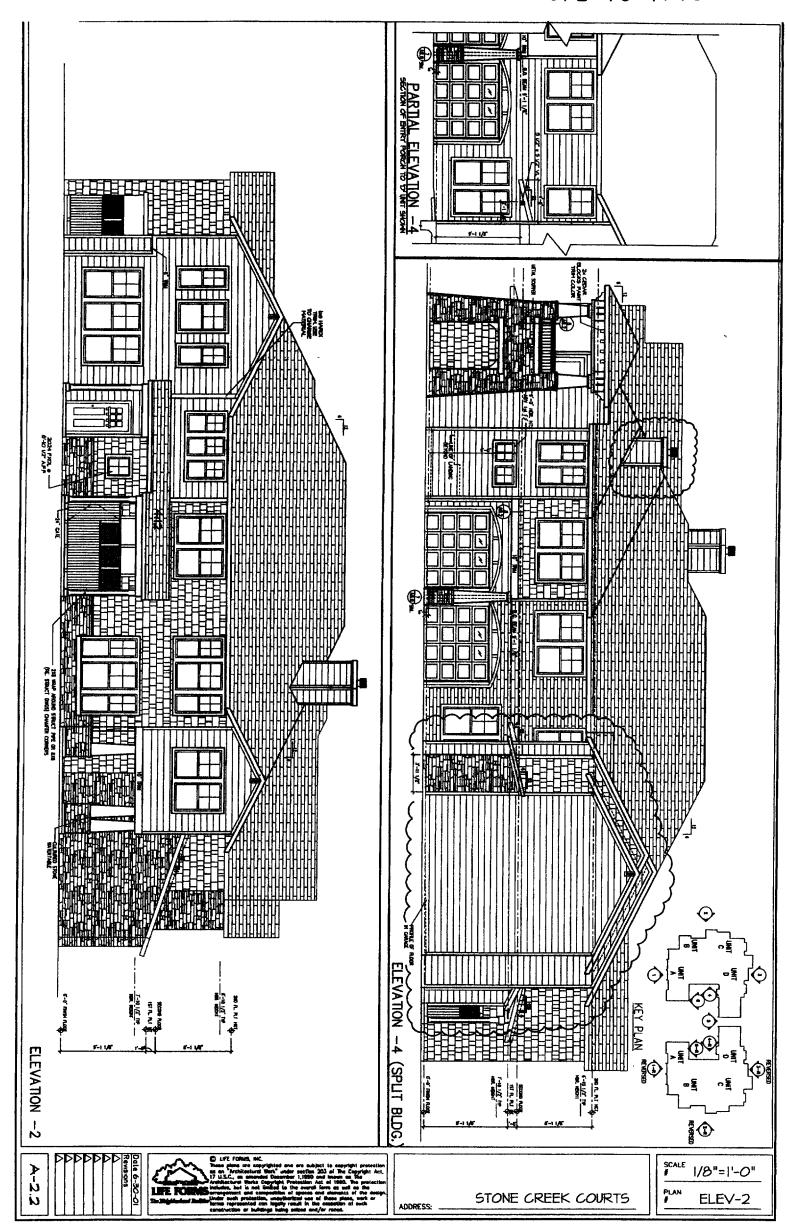
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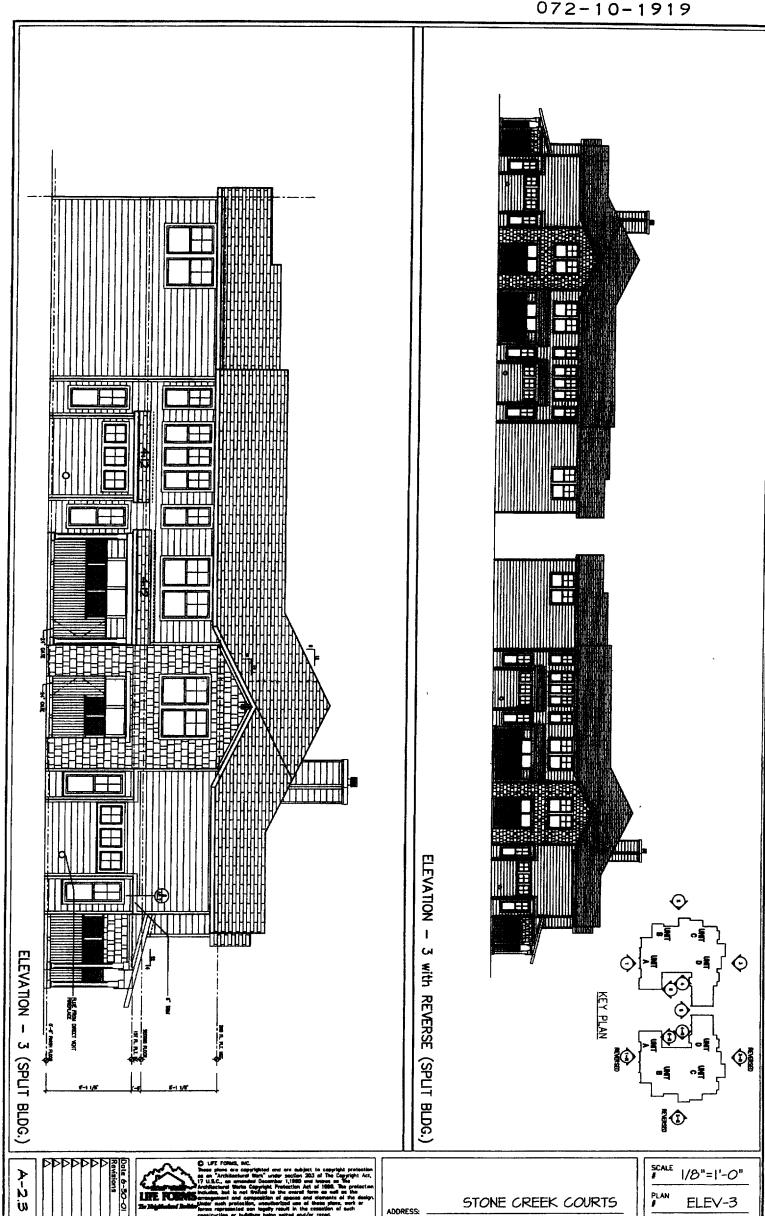


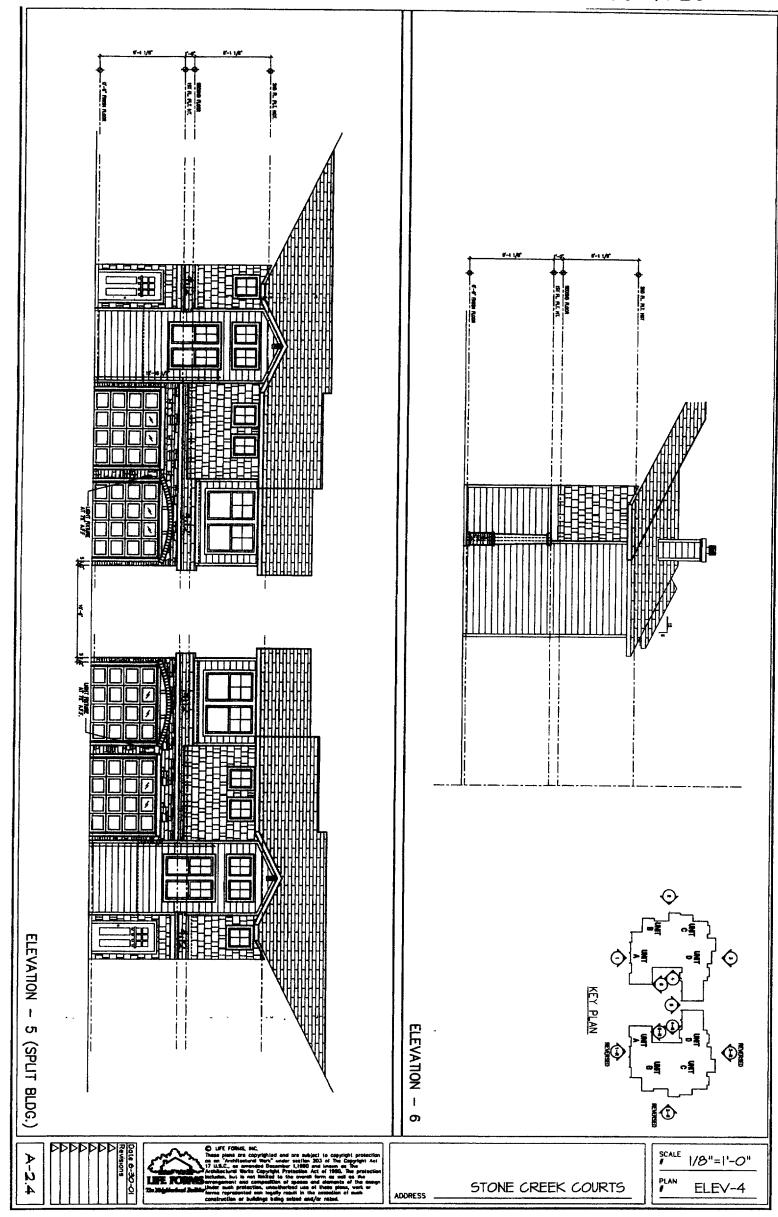
BUILDINGS 4A,4B 6A,6B,7A,7B,8A,8B,9A & 9B STONE CREEK COURTS

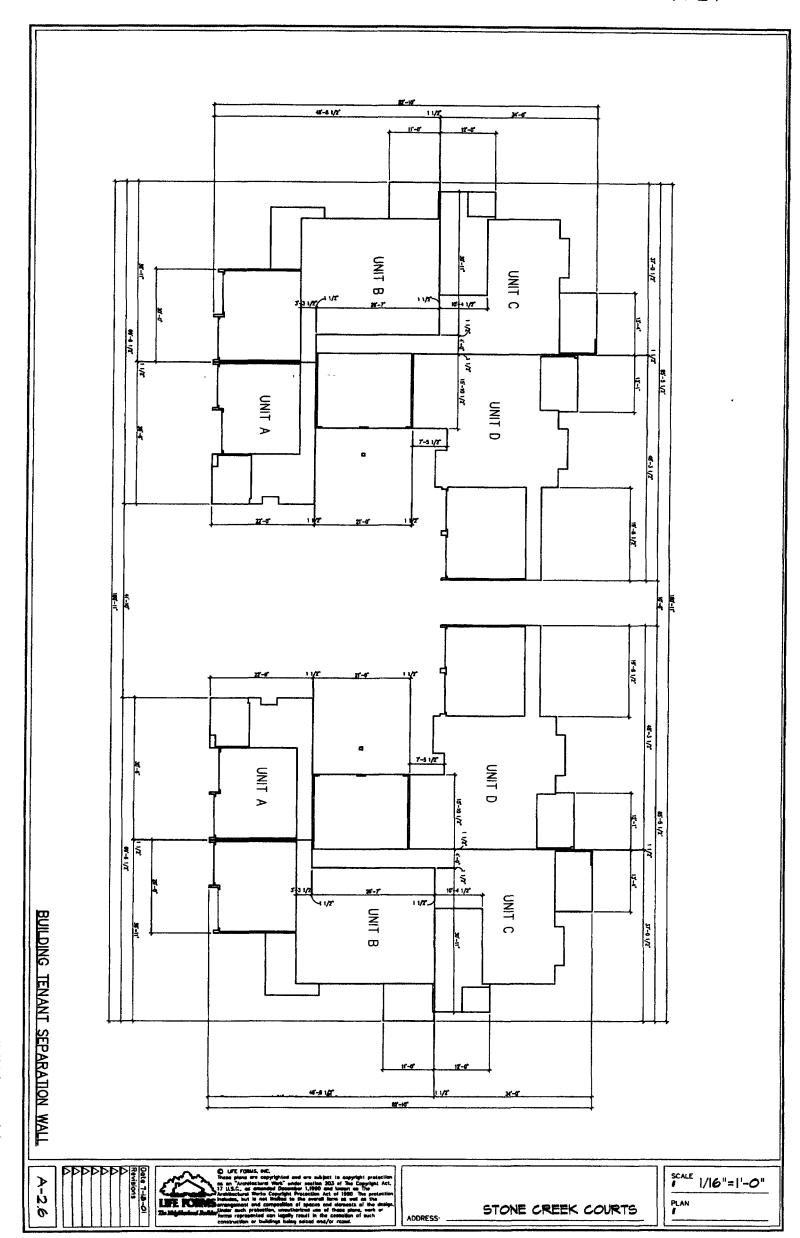
PLAN

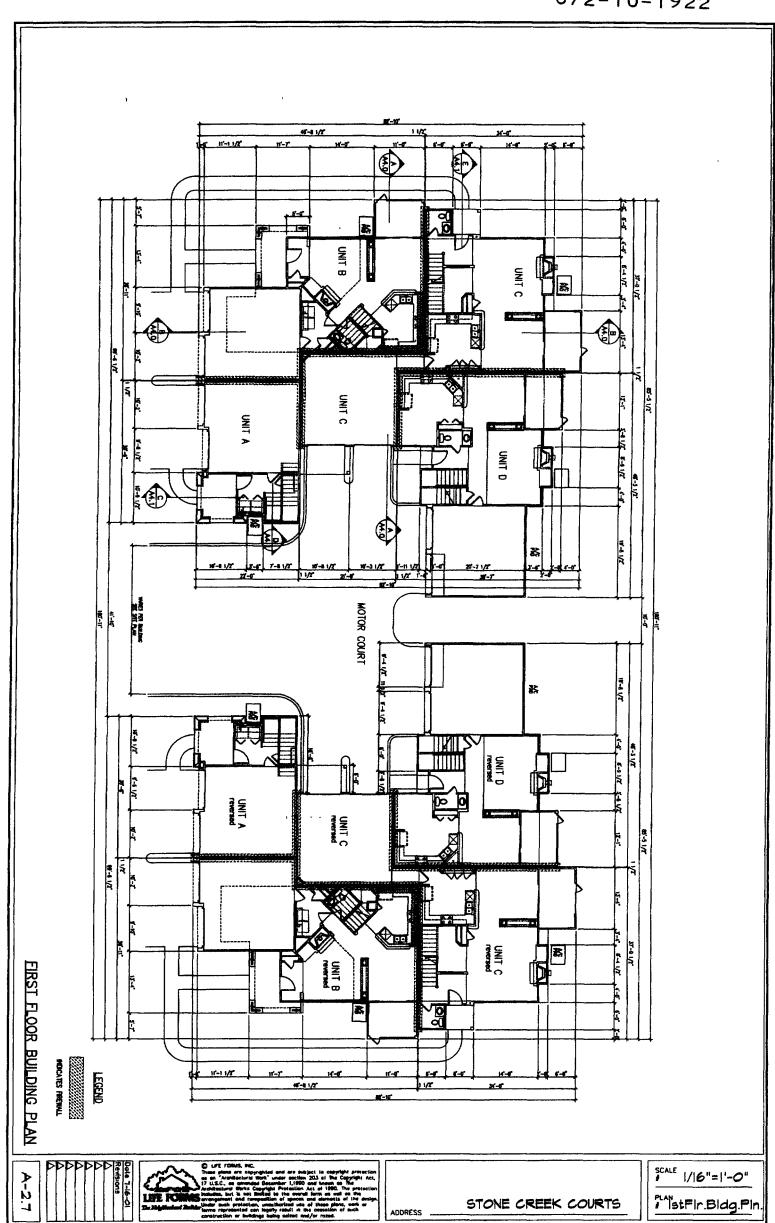


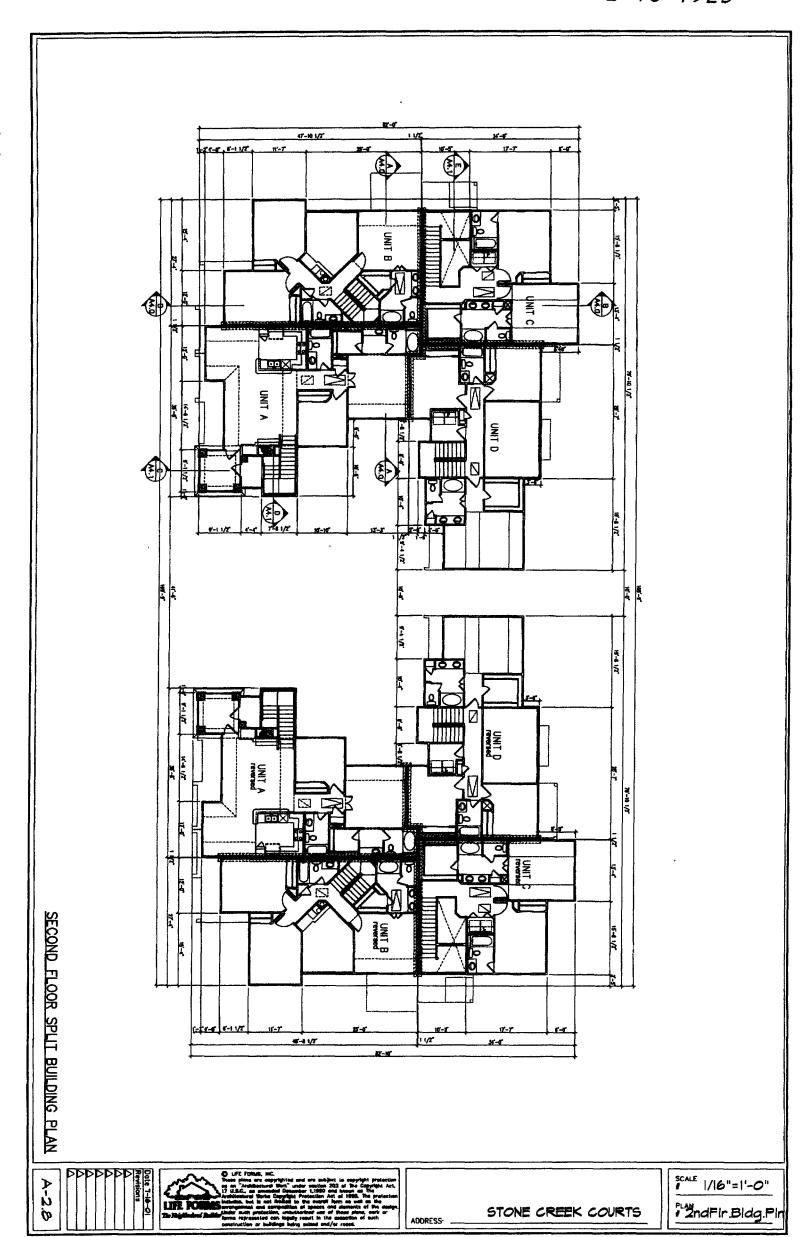


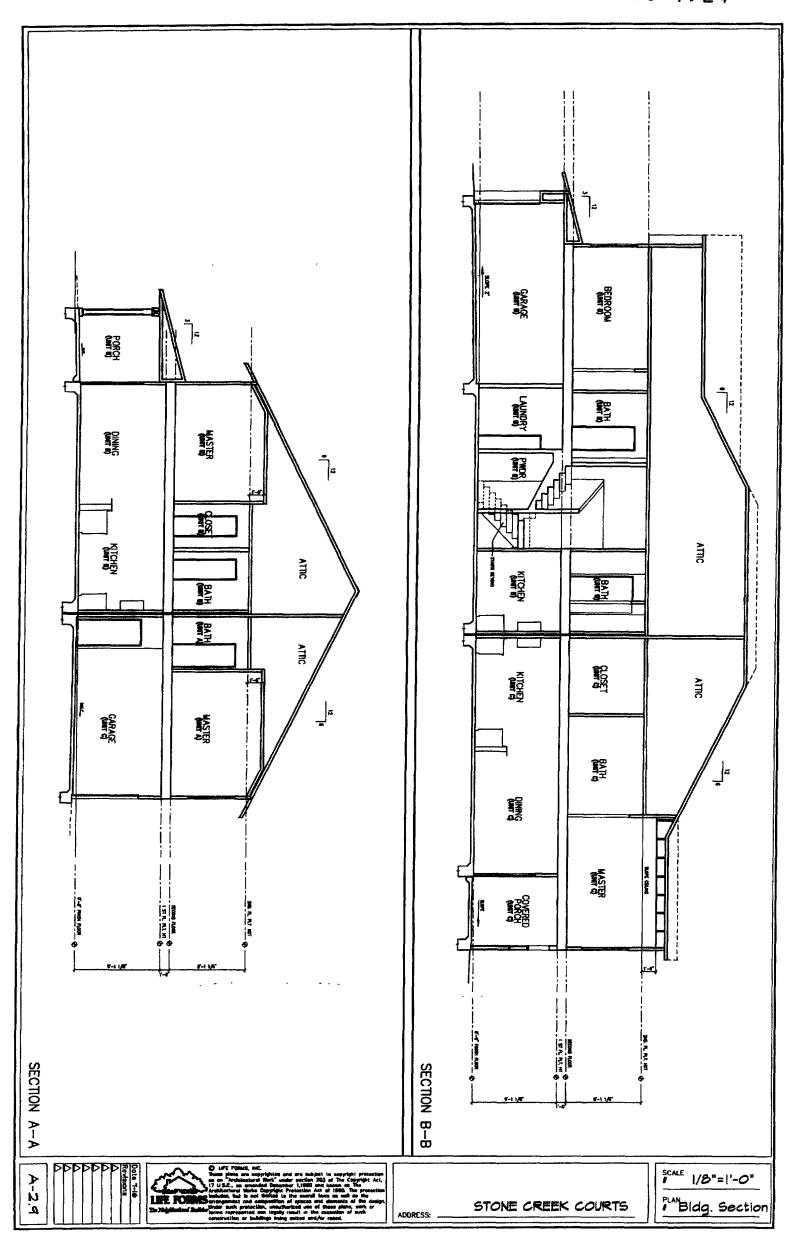


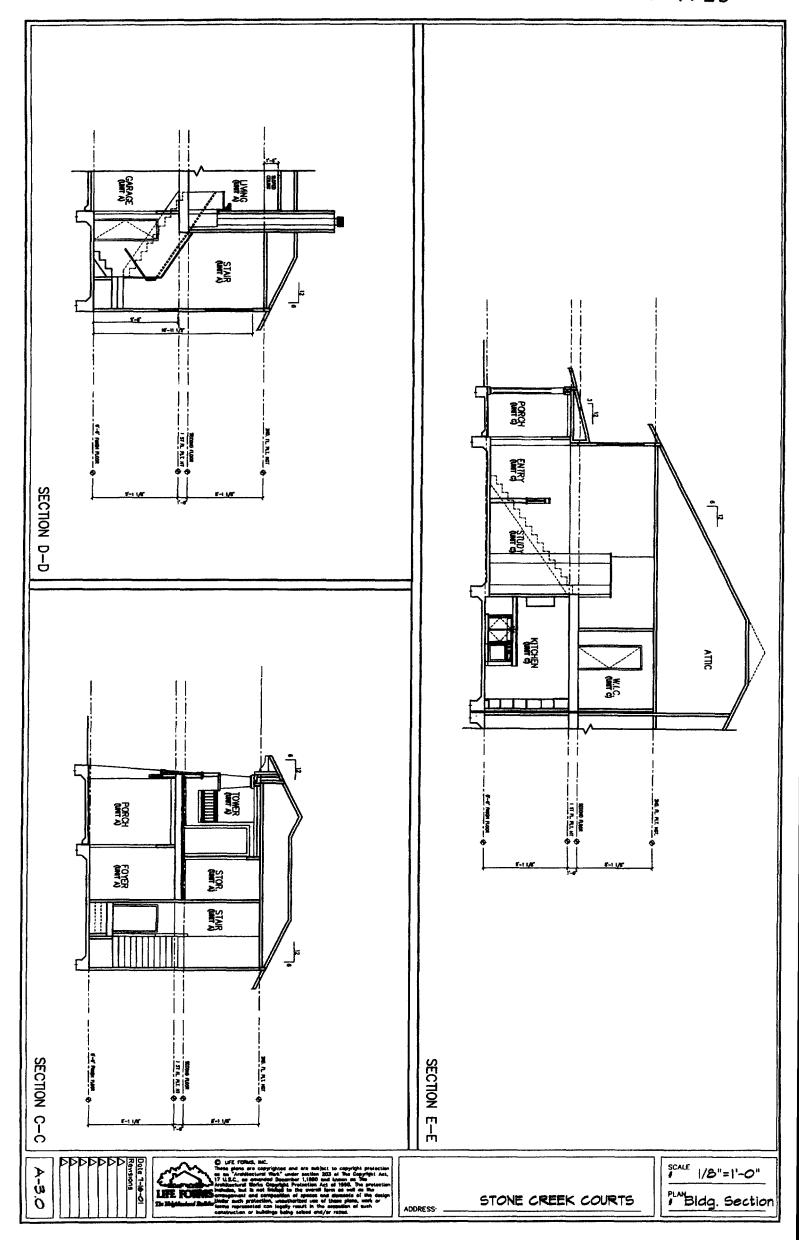


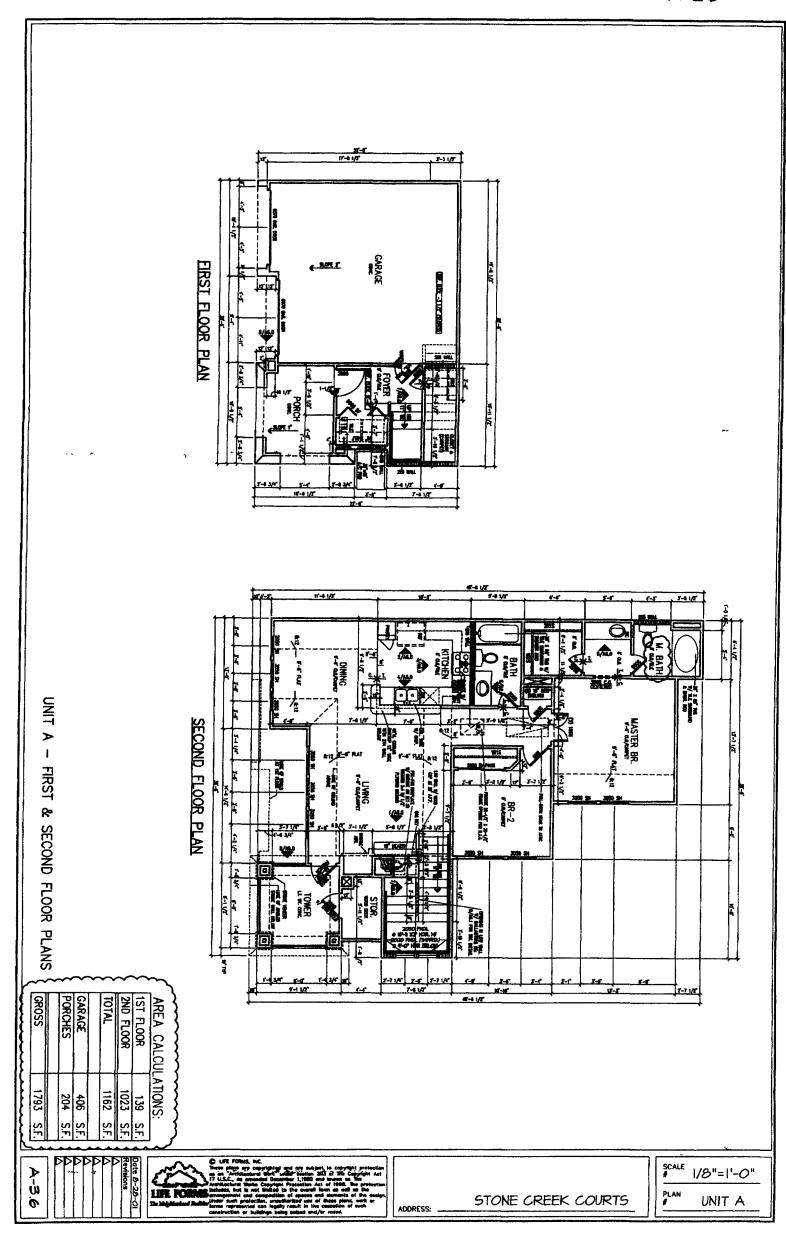


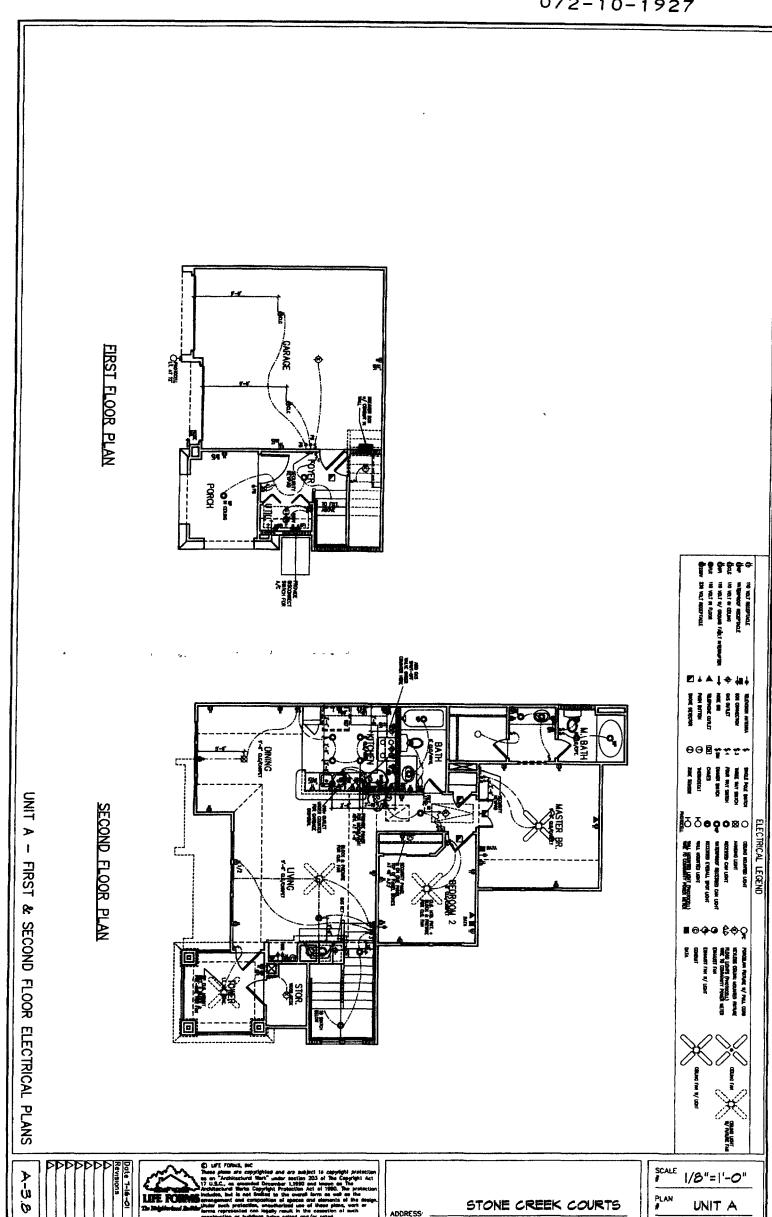


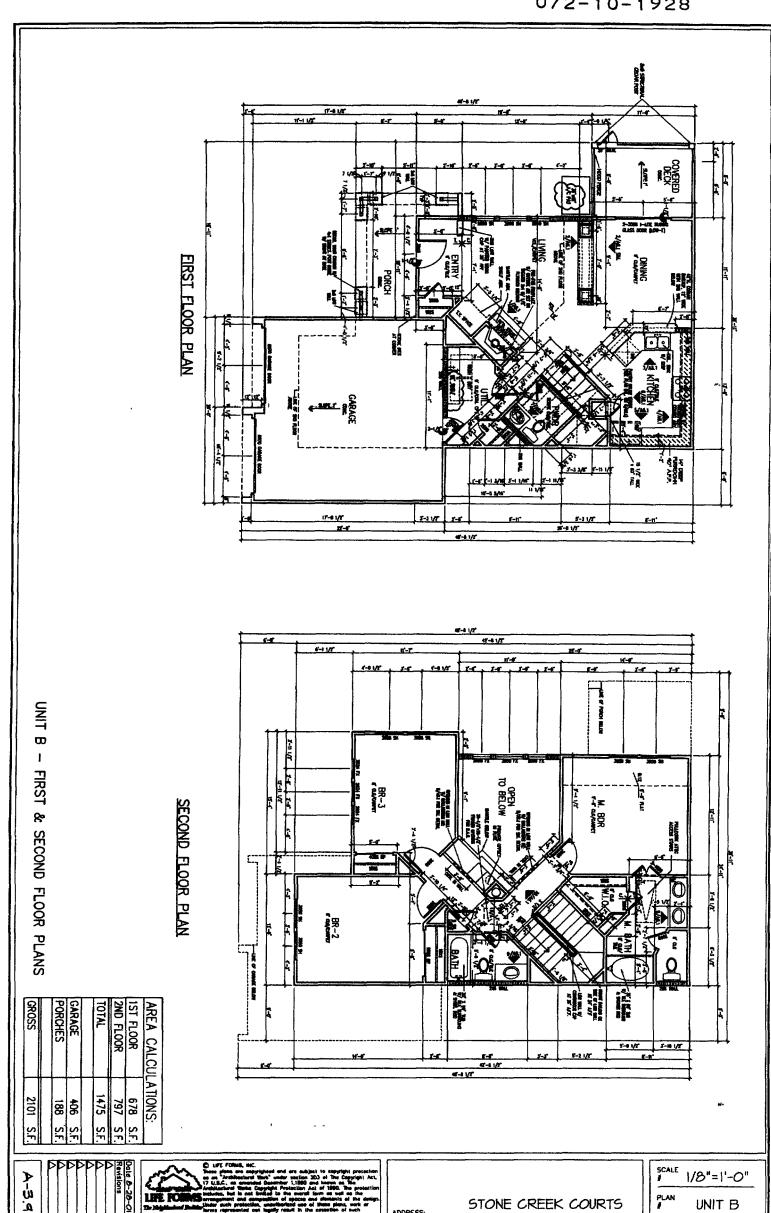


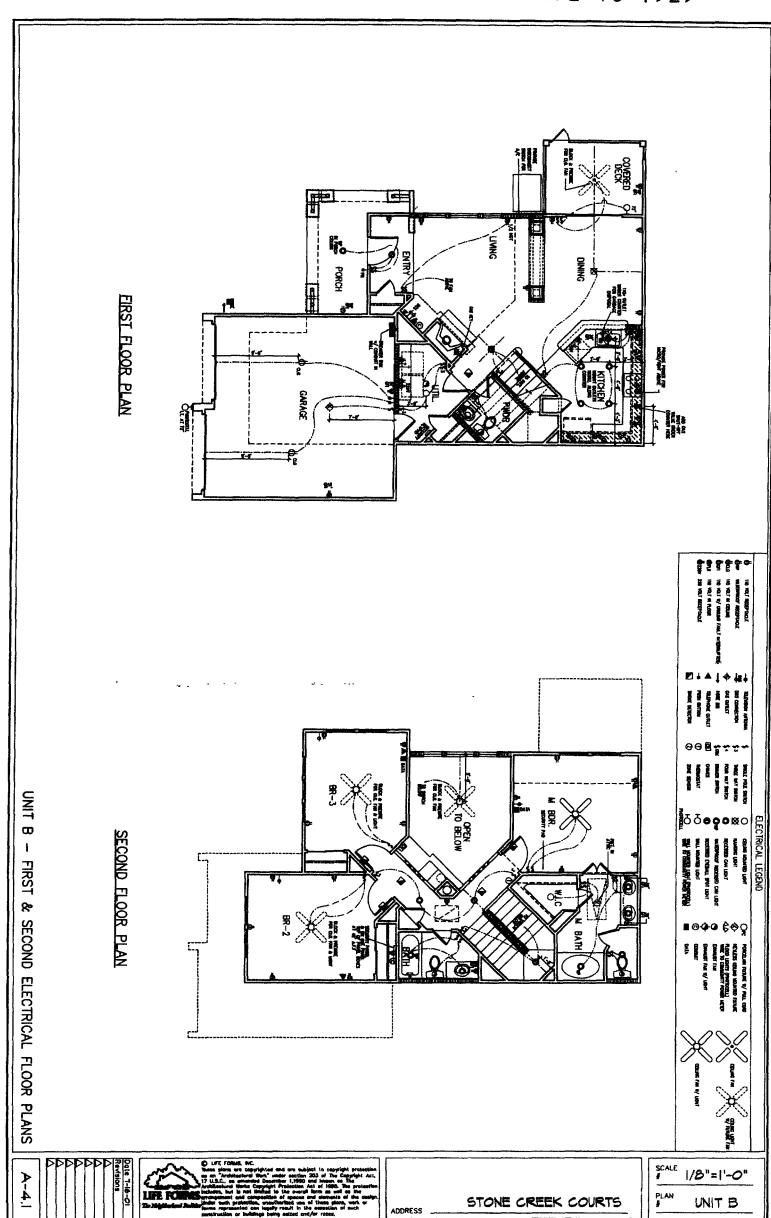


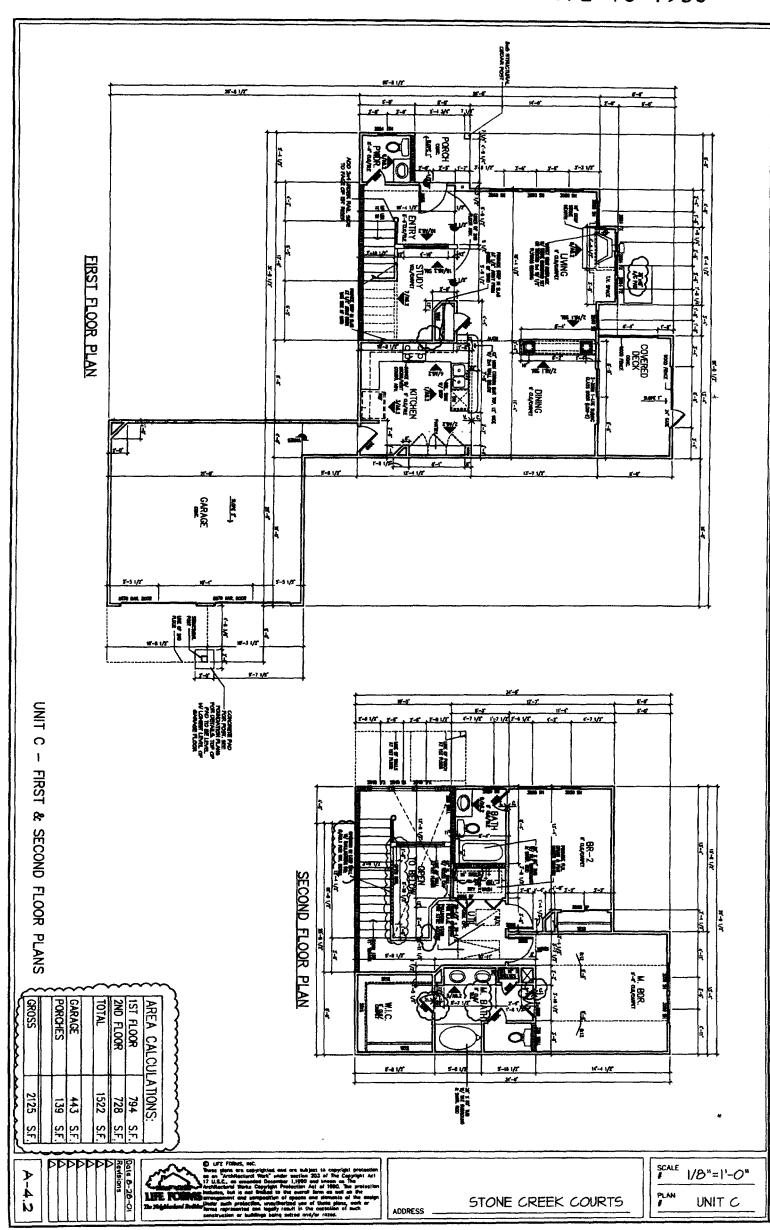


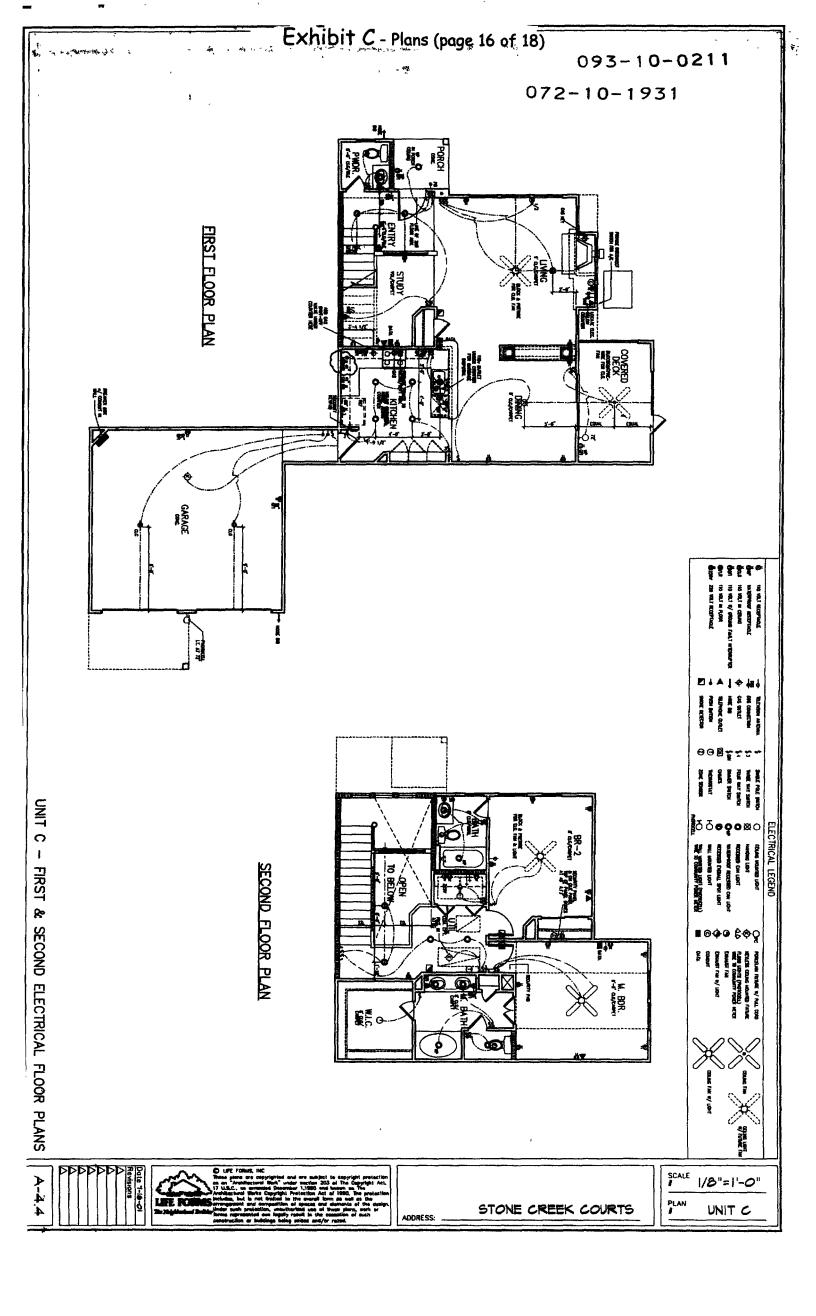


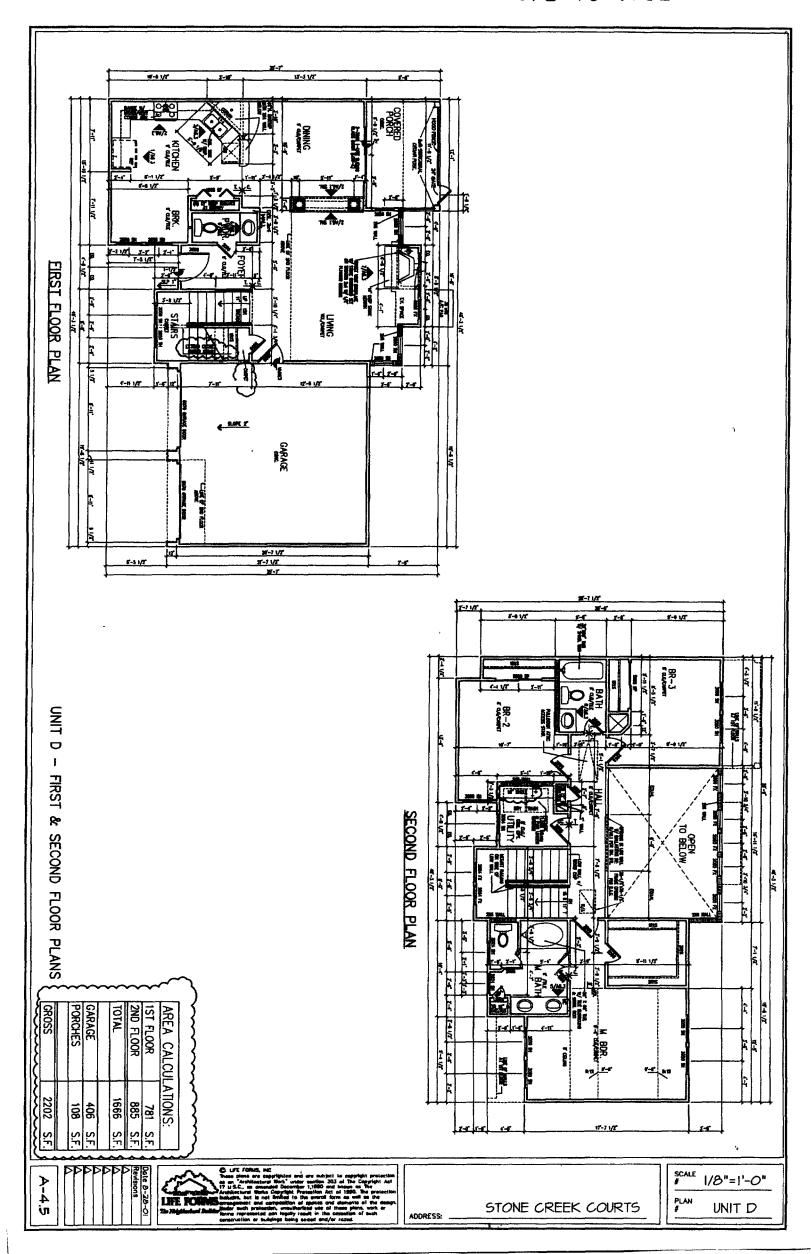


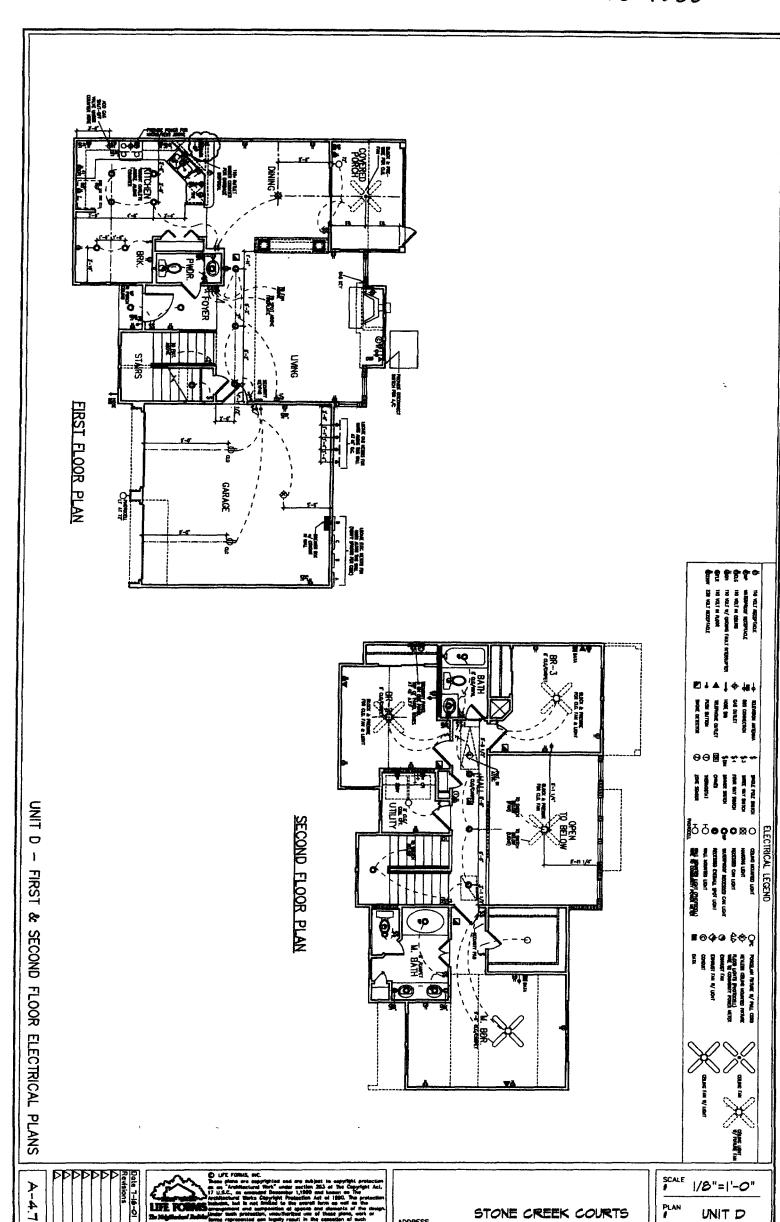












#### Unit Allocations

Unit <u>Number</u>	Plan <u>Type</u>	Address	% of Undivided Interest In Common Elements**
10	Α	10 Stone Creek Place	1.250%
11	В	11 Stone Creek Place	1.250%
12	C	12 Stone Creek Place	1.250%
14	D	14 Stone Creek Place	1.250%
15	D	15 Stone Creek Place	1.250%
16	C	16 Stone Creek Place	1.250%
17	В	17 Stone Creek Place	1.250%
18	Α	18 Stone Creek Place	1.250%
20	Α	20 Stone Creek Place	1.250%
21	В	21 Stone Creek Place	1.250%
22	C	22 Stone Creek Place	1.250%
23	D	23 Stone Creek Place	1.250%
24	D	24 Stone Creek Place	1.250%
25	C	25 Stone Creek Place	1.250%
26	В	26 Stone Creek Place	1.250%
27	Α	27 Stone Creek Place	1.250%
30	Α	30 Stone Creek Place	1.250%
31	В	31 Stone Creek Place	1.250%

### Exhibit D - Unit Allocations (page 2 of 4) 093-10-0215 072-10-1935

32	С	32 Stone Creek Place	1.250%
33	D	33 Stone Creek Place	1.250%
34	D	34 Stone Creek Place	1.250%
35	C	35 Stone Creek Place	1.250%
36	В	36 Stone Creek Place	1.250%
37	A	37 Stone Creek Place	1.250%
40	A	40 Stone Creek Place	1.250%
41	В	41 Stone Creek Place	1.250%
42	С	42 Stone Creek Place	1.250%
43	D	43 Stone Creek Place	1.250%
44	D	44 Stone Creek Place	1.250%
45	С	45 Stone Creek Place	1.250%
46	В	46 Stone Creek Place	1.250%
47	A	47 Stone Creek Place	1.250%
50	A	50 Stone Creek Place	1.250%
51	В	51 Stone Creek Place	1.250%
52	С	52 Stone Creek Place	1.250%
53	D	53 Stone Creek Place	1.250%
54	D	54 Stone Creek Place	1.250%
55	С	55 Stone Creek Place	1.250%
56	В	56 Stone Creek Place	1.250%
57	A	57 Stone Creek Place	1.250%
60	A	60 Woodlily Place	1.250%

## Exhibit D - Unit Allocations (page 3 of 4) 093-10-0216

61	В	61 Woodlily Place	1.250%
62	С	62 Woodlily Place	1.250%
63	D	63 Woodlily Place	1.250%
64	D	64 Woodlily Place	1.250%
65	С	65 Woodlily Place	1.250%
66	В	66 Woodlily Place	1.250%
67	A	67 Woodlily Place	1.250%
70	A	70 Woodlily Place	1.250%
71	В	71 Woodlily Place	1.250%
72	C	72 Woodlily Place	1.250%
73	D	73 Woodlily Place	1.250%
74	D	74 Woodlily Place	1.250%
75	C	75 Woodlily Place	1.250%
76	В	76 Woodlily Place	1.250%
77	A	77 Woodlily Place	1.250%
80	A	80 Woodlily Place	1.250%
81	В	81 Woodlily Place	1.250%
82	С	82 Woodlily Place	1.250%
83	D	83 Woodlily Place	1.250%
84	D	84 Woodlily Place	1.250%
85	C	85 Woodlily Place	1.250%
86	В	86 Woodlily Place	1.250%
87	Α	87 Woodlily Place	1.250%

### Exhibit D - Unit Allocations (page 4 of 4)

093-10-0217

072-10-1937

90	Α	90 Woodlily Place	1.250%
91	В	91 Woodlily Place	1.250%
92	С	92 Woodlily Place	1.250%
93	D	93 Woodlily Place	1.250%
94	D	94 Woodlily Place	1.250%
95	С	95 Woodlily Place	1.250%
96	В	96 Woodlily Place	1.250%
97	A	97 Woodlily Place	1.250%
100	A	100 Woodlily Place	1.250%
101	В	101 Woodlily Place	1.250%
102	С	102 Woodlily Place	1.250%
103	D	103 Woodlily Place	1.250%
104	D	104 Woodlily Place	1.250%
105	С	105 Woodlily Place	1.250%
106	В	106 Woodlily Place	1.250%
107	A	107 Woodlily Place	1.250%

<sup>\*\*</sup> The Undivided Interest allocation is evenly divided between the Units.

FILED FOR RECORD 2002 MAY 15 PM 4: 16

COUNTY CLERK
MONTGOWERY COUNTY, TEXAS

AFTER RECORDING, PLEASE RETURN TO:

LIFE FORMS, INC. 3400 RESEARCH FOREST DR. STE B-8 THEWOODLANDS, TX 77381

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File 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 at
Montgomery County, Texas.

MAY 1 5 2002



County Clerk Montgomery County, Texas FILED FOR RECORD

2002 JUN 20 PM 2: 42

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File 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 at
Montgomery County, Texas.

JUN 2 0 2002

County Clerk

Montgomery County, Texas

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