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**ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
STONE RIDGE**

**FILED FOR RECORD  
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**AUG - 8 2006**

  
County Clerk, Harris County, Texas

After recording return to:

Marc D. Markel/Richa Himani  
ROBERTS ♦ MARKEL P.C.  
2800 Post Oak Boulevard, 57<sup>th</sup> Floor  
Houston, Texas 77056

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ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
STONE RIDGE

STATE OF TEXAS           §  
                                  §  
COUNTY OF HARRIS       §

These ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE RIDGE (hereinafter the "Additional Restrictions") are made on the date hereinafter set forth by Beazer Homes Texas, L.P., a Delaware limited partnership ("Beazer") and MHI Partnership Ltd., a Texas limited Partnership ("MHI"), hereinafter referred to collectively as the "South Declarant".

fee

WITNESSETH:

WHEREAS, 290 Residential, Ltd., a Texas limited partnership (the "Declarant") filed that certain Declaration of Covenants, Conditions and Restrictions for Blackhorse Ranch Subdivision which is recorded under Clerk's File No. U528539 in the Official Public Records of Real Property of Harris County, Texas (the "Base Declaration"); and

WHEREAS, Declarant filed that certain First Amendment to Declaration of Covenants Conditions and Restrictions for Blackhorse Ranch Subdivision, which is recorded under Clerk's File No. U913849 in the Official Public Records of Real Property of Harris County, Texas (the "First Amendment"); and

WHEREAS, the Base Declaration and the First Amendment are hereinafter collectively referred to as the "Existing Restrictions"; and

WHEREAS, the South Declarant, joined by the Declarant and Blackhorse Golf Club, L.P., filed that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Blackhorse Ranch Subdivision, which is recorded under Clerk's File No. X098937 in the Official Public Records of Real Property of Harris County, Texas (the "Second Amendment"); and

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

WHEREAS, pursuant to Article II of the Base Declaration, the Declarant caused to be annexed and subjected to the Existing Restrictions that certain property more particularly described in Exhibit "A" attached to that certain Annexation Agreement recorded under Clerk's File No. V721112 in the Official Public Records of Real Property of Harris County, Texas (the "Annexation Agreement"), which property will hereinafter be referred to in its entirety as "Blackhorse Ranch South"; and

WHEREAS, Beazer is the owner of Stone Ridge, as hereinafter defined.

WHEREAS, South Declarant desires to annex Stone Ridge into Blackhorse Ranch South and wishes to subject Stone Ridge to the jurisdiction of the Blackhorse Ranch Homeowners Association, Inc.

WHEREAS, reference is hereby made to the Restrictions for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Restrictions, unless otherwise specified in these Additional Restrictions.

NOW THEREFORE, the South Declarant hereby annexes into Blackhorse Ranch South the real property as shown on the map or plat thereof recorded under Clerk's File Number 2178074 in the Map Records of Harris County, Texas, a subdivision containing approximately 23.00 acres of land located in the R.H. Barrow Survey, A-1623 and the Thomas Gary Survey, A-313 ("Stone Ridge"). Stone Ridge shall hereinafter carry with it all the rights, privileges and obligations granted to the Property initially encumbered by the Restrictions, including but not limited to the right to be annexed, and is hereby annexed into the body of the Property subject to the Restrictions. Stone Ridge shall be subject to the jurisdiction of the Blackhorse Ranch Homeowners Association, Inc. (the "Association"), the Design Guidelines of the South ARC, and all other dedicatory instruments (as the term is defined in the Texas Property Code) of the Association, including, but not limited to, provisions in such documents regarding the right of the Board of Directors of the Association or the South ARC (as defined in the Second Amendment) to establish and charge reasonable fees on behalf of the Association for review of architectural plans and applications as provided in the Restrictions.

Stone Ridge is hereby subjected to the additional covenants, conditions and restrictions set forth hereinbelow.

Residential Use Only:

Homesites within Stone Ridge 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 family, as defined below. Single Family shall mean the use of, and improvement to, a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. In no case may a Lot contain more than one Dwelling. No multi-family Dwellings may be constructed on any Residential Lot. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Lot and/or Homesite. It is permitted for tenants to lease a residence in Stone Ridge, so long as tenants are leasing the entire land and improvements comprising of Homesite.

No residence shall be occupied by more than one single family. By way of illustration the following charts each depict an example of an approved single family:

For the purposes of these examples, the Owner(s) are considered the control level which establishes the other approved residents.

EXAMPLE NO. 1

No more than a total of 2 parents of the control level		
<u><b>Control Level:</b></u> Husband & Wife	One Person Not So Related	One Household Employee
Children of Husband and/or Wife		

EXAMPLE NO. 2

No more than a total of 2 parents of the control level	
<u><b>Control Level:</b></u> Roommate One Roommate Two	One Household Employee
Children of either or both Roommates	

It is not the intent of this provision to exclude from a lot any individual who is authorized to so remain by any state or federal law. If it is found that this definition is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

**Building Setbacks:**

Owners of Lots within Stone Ridge are advised that 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, provided that a minimum rear setback equal to the rear utility easement as shown on the applicable plat of Stone Ridge shall be observed on all Lots; and, provided further that a minimum side setback equal to the greater of (i) five (5) feet or (ii) the side utility easement, as shown on the applicable plat of Stone Ridge shall be observed on all Lots.

**Notices and Easements:**

1. NEITHER THE ASSOCIATION, SOUTH DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, SOUTH 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, SOUTH DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT AN ENTRANCE GATE, 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 AN ENTRANCE GATE, FIRE PROTECTION, OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS 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, SOUTH 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, SOUTH 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.

2. Owners of Lots within Stone Ridge are advised that there exist Reserve A and Reserve B within Stone Ridge, which reserves are restricted in their use to open space and/or landscape purposes, as shown on the recorded plat of Stone Ridge. Further, Owners of Lots within Stone Ridge are hereby advised that there exist old grave sites on a portion of the southeastern part of Reserve A, measuring 25'x35', which old grave sites are more particularly described in Volume 1273, Page 402 of the Harris County Deed Records (the "Reserve A Historical Burial Sites"). Reserve A, Reserve B, and the Reserve A Historical Burial Sites are hereinafter collectively referred to as the "Sites."

Owners hereby agree to hold harmless the South Declarant and the Association, and their successors and assigns and release them from any liability for the existence and/or maintenance of the Sites and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the South Declarant and the Association for any incidental odor, noise and/or visibility of the Sites and/or traffic which may occur due to the existence of the Sites. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the South Declarant or any successor of South 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 Reserve A and/or Reserve B.

Each Owner of a Lot in Stone Ridge, and each tenant, guest and invitee of such Owner, as applicable, acknowledges and understands that the Association, its Board of Directors, and/or the Seller, their successors and assigns, are not insurers and that each Owner and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, and further acknowledges that the Association, its Board of Directors, and/or the Seller, their successors and assigns, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied as to the Reserve A Historical Burial Sites, other than the existence thereof.

Owners shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Sites. 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 Sites to their condition immediately prior to said infiltration.

3. Owners of Lots within Stone Ridge are advised that there exists Reserve C within Stone Ridge, which reserve is restricted in its use to detention, open space and/or landscape purposes, as shown on the recorded plat of Stone Ridge. Owners hereby agree to hold harmless the South Declarant and the Association, and their successors and assigns and release them from any liability for the existence and/or maintenance of Reserve C and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the South Declarant and the Association for any incidental odor, noise and/or visibility of Reserve C and/or traffic which may occur due to the existence of Reserve C. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the South Declarant or any successor of South 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 water level variances and/or future change in use of Reserve C.

Owners shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve C. 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 C to its condition immediately prior to said infiltration.

Swimming, wading, boating, or otherwise entering in the lakes, ponds or other bodies of water on Reserve C shall be prohibited. The use of the lakes, ponds, or other bodies of water within Reserve C may be subject to rules and regulations promulgated by the Association. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or other bodies of water within Reserve C.

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, South 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, and further acknowledges that the Association, its Board of Directors, South 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 as to the safety of Reserve C. Each Owner and occupant of any Lot and each tenant, guest and invitee of an Owner hereby agrees to indemnify and hold harmless the Association, its Board of Directors, South Declarant or any successor declarant for all loss or damage to persons in or around any lake, pond or other body of water within Reserve C.

Notwithstanding the foregoing, the Association, and the South Declarant (for so long as the South Declarant owns property that is or may be subjected to the Restrictions) may use and regulate the use of any lakes, ponds, or other bodies of water within Reserve C for the irrigation of the Common Areas, and for any other purpose deemed appropriate by the Board or South Declarant, subject to the terms of any easement agreement affecting such use. The South Declarant's rights under this Section shall be superior to any rights of the Association.

The South Declarant and the Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, and other landscape reserves, ponds, and other bodies of water located within the Property (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain and repair any fountain, wall, dam, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in the Restrictions and/or this Supplemental Amendment. South Declarant's rights and easements hereunder shall be transferred to the Association at such time as Declarant shall cease to own Property subject to the Restrictions, or such earlier time as Declarant may decide, in its sole discretion, and transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the green belts, ponds, or other bodies of water to the extent reasonably necessary to exercise their rights and responsibilities under this Section.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and homesites (but not the dwellings thereon) extending from the rear Lot line of Lots bordering any ponds or other bodies of water a distance of sixteen feet (16') in order: (a) to temporarily flood and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the ponds, or other bodies of water within the Common Areas; (c) to maintain and landscape the slopes and banks pertaining to such ponds or other bodies of water; and (d) to enter upon and across such portions of the Property for the purpose of exercising rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make South Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

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 the Subdivision located adjacent to any landscape/open space reserves and/or greenbelts.

4. Owners of Lots within Stone Ridge are advised that there exist (i) Reserve D between the eastern Lot line of Lot 25, Block 2 and the western Lot line of Lot 26, Block 2, and (ii) Reserve E within Stone Ridge (Reserve D and Reserve E are hereinafter,

collectively referred to as the "Reserves"), which Reserves are restricted to perpetual open space purposes, as shown on the recorded plat of Stone Ridge. Owners are hereby advised that there exist grave sites on the Reserves (the "Historical Burial Sites").

Owners hereby agree to hold harmless the South Declarant and the Association, and their successors and assigns and release them from any liability for the existence 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 South 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 South Declarant or any successor of South 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.

Each Owner of a Lot in Stone Ridge, and each tenant, guest and invitee of such Owner, as applicable, acknowledges and understands that the Association, its Board of Directors, and/or the Seller, their successors and assigns, are not insurers and that each Owner and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, and further acknowledges that the Association, its Board of Directors, and/or the Seller, their successors and assigns, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied as to the Historical Burial Sites, other than the existence thereof.

Owners 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 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.

5. Owners of Lots 24 and 25, Block 1 within Stone Ridge are advised that adjacent to the southern Lot line of Lot 24, Block 1 and the northern Lot line of Lot 25, Block 1, there exists Reserve F, which reserve is restricted in its use to open space and/or drainage purposes, as shown on the recorded plat of Stone Ridge. Owners hereby agree to hold harmless the South Declarant and the Association, and their successors and assigns and release them from any liability for the existence and/or maintenance of Reserve F and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the South Declarant and the Association for any incidental odor, noise and/or visibility of Reserve F, and/or traffic which may occur due to the existence of Reserve F. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the South Declarant or any successor of South 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 water level variances and/or future change in use of Reserve F.



Owners shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve F. 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 F to its condition immediately prior to said infiltration.

6. Owners of Lots 1, 2, 3, 4, and 5, Block 1 (the "Affected Lots") within Stone Ridge are advised that there exists a Street Dedication Easement on the eastern Lot lines of the Affected Lots, as shown on the recorded plat of Stone Ridge, which easement is more particularly described under a document recorded under Harris County Clerk's File Number Z050742. The Street Dedication Easement may be used for future construction and/or extension of House-Hahl Road. Owners hereby agree to hold harmless the South Declarant and the Association, and their successors and assigns and release them from any liability for the existence and/or maintenance of the Street Dedication Easement and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the South Declarant and the Association for any incidental odor, noise and/or visibility of the Street Dedication Easement, and/or traffic which may occur due to the existence the Street Dedication Easement. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the South Declarant or any successor of South 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 Street Dedication Easement.

There is further reserved for the South Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of Stone Ridge located adjacent to any landscape/open space reserves and/or greenbelts.

In case of conflict between these Additional Restrictions and the Restrictions, these Additional Restrictions shall control. All other definitions and restriction shall remain as stated in the Restrictions.

Invalidation of any one or more the covenants, restrictions conditions or provisions contained in these Additional Restrictions shall in no wise affect any of the other covenants, restrictions, conditions or provisions in the Restrictions which shall remain in full force and effect.

The Restrictions, except as expressly supplemented hereby, shall remain in full force and effect, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Additional Covenants, Conditions and Restrictions for Stone Ridge are executed as of the 15<sup>th</sup> day of June, 2006.

**BEAZER HOMES TEXAS, L.P.**, a (4) JOR  
Delaware limited partnership

By: Beazer Homes Texas Holdings, Inc., its  
general partner

By: 

Name: Erik Olsen

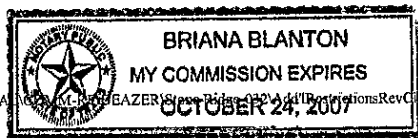
Title: VP of Finance Houston division

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Erik Olsen, the VP of Finance of Beazer Homes Texas Holdings, Inc., the general partner of Beazer Homes Texas, L.P., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that 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 15 day of June, 2006.



Briana Blanton  
Notary Public – State of Texas

MHI PARTNERSHIP, LTD., a Texas  
limited partnership

*JOR*

By: McGuyer Homebuilders, Inc., its sole  
general partner

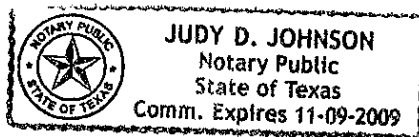
*[Signature]*

By: \_\_\_\_\_  
Name: GARY R. TESCH, CFO  
Title: McGuyer Homebuilders, Inc.,  
Sole General Partner of  
MHI Partnership, Ltd.

STATE OF TEXAS     §  
                                 §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared  
Gary R. Tesch, the Vice President of McGuyer  
Homebuilders, Inc., the sole general partner of MHI Partnership, Ltd., known by me to be  
the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that 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 14 day of June,  
2006.



*[Signature]*  
Notary Public - State of 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 the Public Records on the date and at the time  
clerked herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County Texas on

AUG -3 2006



*[Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS