

Filed 9-7-06
File # 607043

**AMENDMENT TO COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CREEK RIDGE FARMS**

Whereas, Evans Investments, Inc. did execute and file for record in Volume 0934 Page 776 of the records of Waller County, Texas, **Declaration of Covenants, Conditions and Restrictions for Creek Ridge Farms** a Subdivision in Waller County, Texas and a plat there of recorded in Volume 0924 Page 510 of the Official Records of Waller County, Texas and;

Whereas, Evans Investments, Inc. as Developer desires to correct and modify the restrictions as follows:

Item 2 - Site Size: This Item is amended as follows:

Change the Building Site Size from "not less than two and one half (2.5) acres of property" to the following:

Each single family residential building site shall contain no less than the acreage shown on the recorded plat of Creek Ridge Farms **EXCEPT** for Lots 1, 10 and 23 which may contain two (2) single family residential building sites subject to the following conditions:

- a) Lot 1 - Lot 1 may be divided into two (2) equal tracts by the owner at owner's cost and expense.
- b) Lot 10 - Lot 10 may be divided into two (2) equal tracts by the owner at owner's cost and expense.
- c) Lot 23 - If the purchaser of Lot 23 also purchases the adjoining 1.49 acres, more or less, located outside the limits of the subdivision to the west and the aggregate sum of the two tracts is greater than 5.8 acres then the total property may be divided into two equal parts at owner's cost and expense.

Item 3 - Minimum Square Footage of Improvements Constructed on Property: This

Item is amended as follows:

The living area on the ground floor of the main structure exclusive of open porches and the garage shall not be less than two thousand (2,000) square feet for one-story dwellings. The total square feet for a multi-story dwelling shall not be less than two thousand three hundred (2,300) square feet.

Item 7 - Annoyance or Nuisances: This item shall be amended as follows:

No noxious or offensive activity shall be permitted or carried on upon any of the property nor shall anything be done thereon which may become an annoyance or a nuisance and including but not limited to the following:

- A) No Lot shall be used or maintained as a dumping ground for rubbish or junk.
- B) All trash garbage or other waste shall be kept in sanitary containers.
- C) All incinerators or other equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- D) Fires must never be left unattended.
- E) Household garbage may not be burned.

Item 14 - Duration of the Above Restrictions: This item is amended as follows:

The termination date of the Restrictions shall be changed from January 1, 2025 to **January 1, 2030**.

All other provisions of the Declaration of Covenants and Restrictions shall remain as written and continue in full force and effect.

Norco Investments, Ltd., A Texas Limited Partnership, the holder of a lien covering all or a portion of the property. Evans Investments, Inc., Developer and Rex A. Ticknor and Vickie D. Ticknor, Owners of Lot 4 have executed this declaration to evidence their consent to the impositions of the foregoing covenants, conditions and restrictions as amended herein.

In witness whereof, the undersigned have executed this Declaration to be effective this the

6th, day of September, 2006.

DEVELOPER:

EVANS INVESTMENTS, INC.

By: 

Joe E. Evans, President

LIENHOLDER:

NORCO INVESTMENTS, LTD.

By: NORCO INVESTMENTS GENERAL
PARTNER, INC., ITS GENERAL
PARTNER

By: 

Name: Ed W. Norwood

Title: President



REX A. TICKNOR



VICKIE D. TICKNOR

THE STATE OF TEXAS

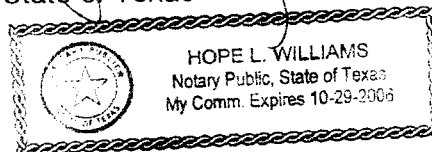
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared Ed W. Norwood, acting in his capacity as President of Norco Investments General Partner, Inc., General Partner for Norco Investments, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated of said banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of September 2006.

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW:

Hope L. Williams
Notary Public in and for
the State of Texas



THE STATE OF TEXAS

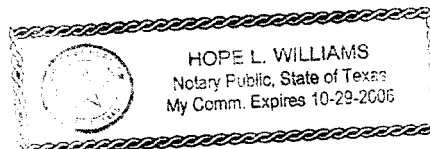
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared Joe E. Evans acting in his capacity as President of Evans Investments, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of September 2006.

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW:

Hope L. Williams
Notary Public in and for
the State of Texas



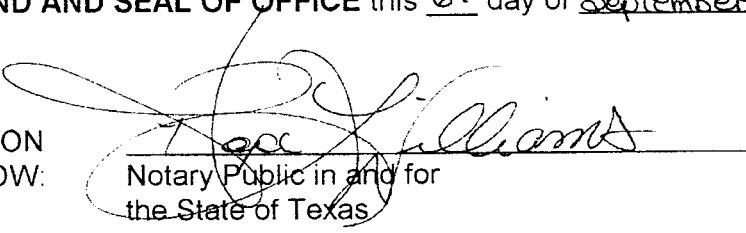
THE STATE OF TEXAS :

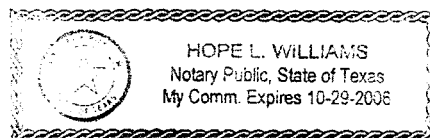
COUNTY OF WALLER :

BEFORE ME, the undersigned authority, on this day personally appeared Rex A. Ticknor, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of September, 2006.

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW:


Notary Public in and for
the State of Texas



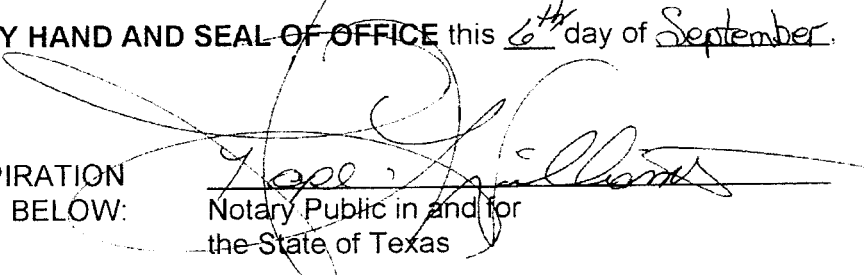
THE STATE OF TEXAS :

COUNTY OF WALLER :

BEFORE ME, the undersigned authority, on this day personally appeared Vickie D. Ticknor, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of September, 2006.

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW:


Notary Public in and for
the State of Texas

