

**STONEBROOKE COMMUNITY ASSOCIATION, INC.  
AMENDMENT TO RESTRICTIVE COVENANTS**

STATE OF TEXAS                    §  
  §  
COUNTY OF MONTGOMERY       §

WHEREAS Stonebrooke Community Association, Inc. (hereinafter the "Association") is a Texas nonprofit corporation and the governing entity for Stonebrooke, Sections 1 and 2, additions in Montgomery County, Texas, according to the maps or plats thereof, recorded in the Real Property Records of Montgomery County, Texas, under Document Nos. 2023049019 and 2025056030, respectively, along with any replats thereto and along with any other real property brought under the Association's jurisdiction (hereinafter the "Subdivision"); and,

WHEREAS the Association and Subdivision are subject to the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded in the Real Property Records of Montgomery County, Texas, under Document No. 2023064045, along with any amendments, annexations, and supplements thereto (hereinafter the "Declaration"); and,

WHEREAS Article I.J. of the Declaration identifies the Subdivision's Declarant as Willis Waukegan Development LLC, a Texas limited liability company (hereinafter the "Declarant"); and,

WHEREAS Article XV, Section A of the Declaration provides that "until termination of the Development Period, Declarant may unilaterally amend this Declaration and any Supplemental Amendment for any purpose;" and,

WHEREAS the Development Period terminates when Declarant no longer owns any portion of the Subdivision or at such time as Declarant assigns or relinquishes all of its retained rights created in the Declaration; and,

WHEREAS the Development Period is ongoing; and,

WHEREAS there is a need to amend the Declaration to clarify the Association's parking restrictions and the application of such parking restrictions, and so as to ensure the Declaration's provisions are consistent with the Declaration's general plans and the Subdivision's scheme of development, and so as to generally forward the Association's purposes; and,

WHEREAS this Amendment to Restrictive Covenants does not adversely affect the title to any Lots or Homesites; and,

WHEREAS this Dedicatory Instrument consists of Restrictive Covenants as defined by Texas Property Code Section 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification of the Declarant attached hereto, the Declaration is hereby amended as follows:

**Article VI, Section N.1., "Permitted Vehicles," which previously read:**

"Permitted Vehicles" may include passenger automobiles, passenger vans, pick-up trucks (each of the foregoing having no more than 2 axles) and motorcycles that: (i) are in operating condition; (ii) are qualified by current vehicle registration and inspection stickers; and (iii) are in regular use as motor vehicles on the streets and highways of the State of Texas. The Board has the sole discretion to determine whether a particular vehicle is a Permitted Vehicle.

Permitted Vehicles may be parked on the driveway of a Lot or inside a garage or enclosure approved by the ARC. Any vehicle that does not satisfy the foregoing requirements must be completely concealed from Public View inside a garage or enclosure approved by the ARC, with the exception of temporary parking of Commercial Vehicles and Recreational Vehicles.

**is amended to read and now reads:**

"Permitted Vehicles" may include passenger automobiles, passenger vans, pick-up trucks (each of the foregoing having no more than 2 axles) and motorcycles that: (i) are in operating condition; (ii) are qualified by current vehicle registration and inspection stickers; (iii) are in regular use as motor vehicles on the streets and highways of the State of Texas; and, (iv) have no flat tires, no broken or missing windows, no broken or missing taillights or headlights, and no broken or missing windshields. The Board has the sole and absolute discretion to determine whether a particular vehicle is a Permitted Vehicle.

When parked on a Lot, a Permitted Vehicle may be parked on the driveway of the Lot, or inside a closed garage on the Lot. No Permitted Vehicle may be parked, kept, or stored on a Lot, except on the Lot's driveway or inside the Lot's closed garage. Except as specifically authorized elsewhere in this Declaration, no vehicle that is not a Permitted Vehicle may be parked, kept, or stored anywhere on a Lot. Except as specifically authorized elsewhere in this Declaration, only Permitted Vehicles may be parked, kept, or stored on Lots.

**Article VI, Section N.2., "Commercial Vehicles," which previously read:**

"Commercial Vehicle" may include vehicles and any associated machinery, trailers, and equipment that are used in a business enterprise and may be identified as being affiliated with a business (for example, by way of signage on the vehicle, design of the vehicle, or equipment on the vehicle). For illustrative purposes only, Commercial Vehicles may include cars, vans, or pick-up trucks with commercial signage on the vehicle, tow trucks, dump trucks, cement-mixer trucks, oil or gas trucks, delivery trucks, tractors, and tractor trailers. The Board

has the sole discretion to determine whether a particular vehicle, associated machinery, or any signage related thereto is a Commercial Vehicle.

Commercial Vehicles may be temporarily parked on the driveway of a Lot for the purposes of construction, repair or maintenance related to a Dwelling or Lot, or for delivery services, but only for the time necessary for such purpose, unless a prior written request is received by the Board and a temporary parking permit has been issued by the Board.

The parking of any other Commercial Vehicle on a Lot will be permitted only if such Commercial Vehicle is completely concealed from Public View inside a garage or enclosure approved by the ARC.

**is amended to read and now reads:**

"Commercial Vehicle" may include vehicles and any associated machinery, trailers, and equipment that are used in a business enterprise and may be identified as being affiliated with a business (for example, by way of signage on the vehicle, design of the vehicle, or equipment on the vehicle). For illustrative purposes only, Commercial Vehicles may include cars, vans, or pick-up trucks with commercial signage on the vehicle, tow trucks, dump trucks, cement-mixer trucks, oil or gas trucks, delivery trucks, tractors, and tractor trailers. The Board has the sole discretion to determine whether a particular vehicle, associated machinery, or any signage related thereto is a Commercial Vehicle.

Commercial Vehicles may be temporarily parked on the driveway of a Lot for the purposes of construction, repair or maintenance related to a Dwelling or Lot, or for delivery services, but only for the time necessary for such purpose, unless a prior written request is received by the Board and a temporary parking permit has been issued by the Board.

The parking of any other Commercial Vehicle (i.e., any Commercial Vehicle that is not temporarily parked as outlined in the foregoing paragraph) on a Lot will be permitted only if such Commercial Vehicle is completely concealed from public view inside a closed garage or other fully enclosed enclosure approved by the ARC.

**Article VI, Section N.4., "Vehicles in General," which previously read:**

This subsection applies to all vehicles, including Permitted Vehicles, Commercial Vehicles and Recreational Vehicles, as same are described in this Section. No vehicle may be parked on a grassy area or landscaped area on a Lot or a Common Area that has not been designated for parking. Provided, however, this provision does not apply to vehicles that may be parked on a landscaped Common Area at the direction of the Association, Declarant, or their designees. Driveways may not be used to rebuild or repaint vehicles.

**is amended to read and now reads:**

This subsection applies to all vehicles, including (but not limited to) Permitted Vehicles, Commercial Vehicles and Recreational Vehicles, as same are described in this Section. No vehicle may be parked on a lawn, grassy area, or landscaped area, on any Lot or on Common Area, that has not been designated by the Association for parking. Provided, however, this provision does not apply to emergency vehicles actively performing emergency duties, or vehicles that may be parked on a landscaped Common Area at the direction of the Association, Declarant, or their agents. Driveways may not be used to rebuild, repair, reconstruct, improve, or repaint vehicles.

Any vehicle parked, kept, or stored anywhere in Stonebrooke in public view by an Owner or Owner's guest, tenant, invitee, licensee, or family member, must be in a well-maintained, attractive, and neat condition, with no faded paint, no visible body damage, and no broken, cracked, or missing lights, mirrors, windshields, or windows.

Except as outlined in the foregoing paragraph or otherwise stated in this Declaration, the Association's restrictive covenants as to vehicles and parking do not apply to vehicles parked in the public streets. The Association does not have the authority to regulate, impose, or enforce rules relating to, or prohibit parking in, the public streets. The Association does not have the authority to enforce any municipal, state, or local parking law, rule, or ordinance.

**CERTIFICATION**

"I, the undersigned, being an authorized representative of Willis Waukegan Development LLC, hereby certify that the foregoing was duly approved by Willis Waukegan Development LLC, as Declarant."

EXECUTED this 25<sup>th</sup> day of March, 2026.

**DECLARANT:**

WILLIS WAUKEGAN DEVELOPMENT LLC,  
a Texas limited liability company.

By: VL Print Name: Sudharshan Vembetty

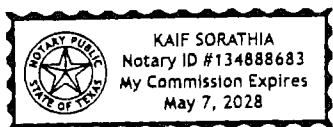
Title: manager

ACKNOWLEDGEMENT

STATE OF TEXAS §  
FORT BEND §  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Sachin Verma, and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that they are the person who signed the foregoing document, in their representative capacity, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 30 day of March, 2026.



Kaif Sorathia  
Notary Public, State of Texas

**E-FILED FOR RECORD**

03/31/2026 10:56AM



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**03/31/2026**



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas