

608330

VOL 0992 PAGE 661

**AMENDED DECLARATION OF RESTRICTIONS
DEERWOOD LAKES SECTIONS I, II AND III**

WHEREAS, General Mortgage Corporation, as Declarant, executed those Amended Restrictions for Deerwood Lakes, Sections I, II and III, which were filed with the Waller County Clerk for recording on August 18, 1972 and recorded under Waller County File No. 75317 and in Waller County Deed Records at Volume 236, page 99 et. Seq. (Restrictions); and

WHEREAS the Plats for the Restrictions were filed with the Waller County Clerk for recording on December 14, 1971 and recorded in the Deed Records of Waller County, Texas at Volume 231, pages 132, 133 and 134; and

WHEREAS, the Restrictions provided that the covenants were to run with the land for an initial period of fifteen (15) years from the date the covenants were recorded and automatic ten (10) year extensions; and

WHEREAS the Restrictions, according to their clear and unambiguous terms, provide for the manner to change or terminate the Restrictions by a *majority of the then owners of Lots*, which specifically provide under Article VII, Section 1 that:

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of the 15 years, or at any time thereafter an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants;

and

WHEREAS there are a total of 318 Lots located in the Deerwood Lakes, Sections I, II and III according to the Restrictions and the Plat for the Restrictions, and

WHEREAS, the Lot Owners of property located in Deerwood Lakes, Section I, II and III, are identified in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the undersigned, being a majority of the owners of the Lots subject to the Restrictions in the Deerwood Lakes, Section I, II and III, are entitled to change or terminate the Restrictions by the execution and recording of this instrument (Amended Declaration of Restrictions), which shall become effective as the day that they are filed with the Waller County Clerk for recording, being after the end of the 15 year primary term of the Restrictions; and

Deerwood Lakes
Sections I, II and III

Page -1-

WHEREAS the undersigned pursuant to the clear and unambiguous terms of the Restrictions have agreed to change or terminate the Restrictions in the manner hereinafter provided.

NOW, THEREFORE, the undersigned, constituting a majority of the owners of the Lots subject to the Restrictions in Deerwood Lakes, Sections I, II and III, agree to change the Restrictions (and the Plat to the extent that any of its provisions are inconsistent with this Amended Declaration of Restrictions) in the following particulars, which shall become effective as of the day that they filed with the Waller County Clerk for recording, and shall supercede, replace and be in lieu of the provisions contained in the original Restrictions:

ARTICLE I Definitions

Section 1. *Association* shall mean and refer to the Deerwood Lakes Association, Inc., its successors and assigns, provided for in Article V. hereof.

Section 2. *Properties* shall mean and refer to Deerwood Lakes, Sections I, II and III, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 3. *Lot or Lots* shall mean and refer to each of the Lots shown upon the Subdivision Plat with respect to the Lot's location, dimension and minimum set back lines but without regard to use or restrictions. Two or more contiguous Lots up to the one acre in combined surface square footage (including the excess footage of the final Lot needed to make a one acre tract) may be utilized as a *Tract* if the Lots are held in the name of a common Owner, used for any purpose authorized in Article III, Section 1 - Land Use and Building Type, and do not have more than one single-family residential dwelling, if any, per Tract.

Section 4. *Owner* shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, but in the event of the execution of a contract for sale covering any Lot, the *Owner* shall be the purchaser, or purchasers, named in the contract, but excluding those having such interest merely as security for the performance of an obligation, lenders holding a security interest, and those having only an interest in the mineral estate.

Section 5. *Subdivision Plat* shall mean and refer to the map or plat of Deerwood Lakes, Sections I, II and III, recorded in the Volume 231, Pages 133, 132 and 134, respectively, of the Deed Records of Waller County, Texas.

Section 6. *Architectural Control Committee* shall mean and refer to the Deerwood Lakes

Architectural Control Committee, provided for in Article IV hereof.

Section 7. *Builder-Owner* shall be any person or entity who acquires a Lot or Lots for the primary purpose of engaging in the business of reselling property for a profit, construction of residential dwellings for the purpose of resale, or other activities not associated with the purchase of property for the ultimate purpose of use by the owner as the ultimate consumer. A person or entity who acquires a Lot or Lots for the purpose of constructing a residential structure for that person or entity's private use is not considered a Builder-Owner for purposes of this document. An Owner self-contracting the construction of residential improvements is merely an Owner and not a Builder-Owner.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitations, certain minimum set back lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of any Owner, Builder-Owner or Declarant or former Declarant, conveying the property or any part thereof, whether specifically referred to therein or not.

Section 2. The Undersigned reserve the easements and rights of way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and or under the Properties. Further, the Undersigned ratifies and confirms the actions of prior Declarants pertaining to such easements, rights of way, plats and dedications.

Section 3. The Undersigned reserve the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the Improvements, providing any such changes are made in conformity with this Amended Declaration of Restrictions, and the Rules and Regulations required by law.

Section 4. The Undersigned reserves the right, during installation of the streets as shown on the Subdivision Plat, to enter onto any Lot or Lots for purpose of disposing of the street excavation, including the removal of any trees, if necessary, whether or not the Lot or Lots have been conveyed to or contracted for to any other Owners or Builder-Owners.

Section 5. Neither the Undersigned nor any utility company using the easements herein

referred to shall liable for an damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner situated on the land covered by said easements.

Section 6. It is expressly agreed and understood that the title conveyed pertaining to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, pole or conduits, or in the utility facility or appurtenances, thereto constructed, and all such rights have been previously, expressly reserved.

ARTICLE III Use of Restrictions

Section 1. **Land Use and Building Type.** All individual Lots or Tracts may be used (a) for single-family residential dwellings, (b) for agriculture use consisting of cultivating the soil, producing crops for human food, animal feed or planting seed or for the production of fibers; raising or keeping livestock; planting cover crops or leaving land idle for purpose of participating in any governmental program or normal crop or livestock rotation procedure; using the land to produce or harvest logs and posts for use in constructing or repairing fences, pens, barns or other agricultural improvements on adjacent qualified open space land having the same owner and devoted to a different agriculture use; and using the land for agriculture as an occupation or a business venture for profit, (c) for ranching use, including raising or keeping livestock, (d) as a timberland, including land which the owner actively devotes principally to production of timber or forest products to the degree of intensity generally accepted in the area with the intent to produce income, or (e) as recreational, park and scenic land. Except to the extent hereinafter permitted, no house or dwelling shall be erected, altered, placed or permitted to remain on any Lot or Tract other than one (1) single family dwelling not to exceed two (2) stories in height, with or without a detached or an attached garage, with detached garages not to exceed one (1) story in height and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises. Two-story dwelling shall not exceed a height of thirty five (35) feet. No carport may face on any street on which any Lot fronts as defined in Sections 5, hereof. As used herein, the term **Residential Purposes** shall be construed to prohibit the use of said Lots or Tracts for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose except as specifically permitted herein.

No building of any kind or character shall ever be moved onto any Lot with said Subdivision, it being the intention that only new construction shall be erected on said Lot as a single

family residential dwelling and only with the express written approval of the Architectural Control Committee. Notwithstanding any of the foregoing provisions, the Owner of a Tract may place, erect or utilize a barn, stable, outbuilding or wire fence on a Tract which is reasonably necessary for any land use permitted herein upon the approval by the Architectural Control Committee after the plans specifications and plot plans, showing the location of the structure, have been submitted, reviewed and approved by the Architectural Control Committee.

Section 2. **Architectural Control.** No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structures thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to the exterior design and color with existing structures, as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

Section 3. **Dwelling Size.** The total living area of the main residential structure on any Lot, exclusive of open porches, garages, and servants' quarters, shall not be less than 1500 square feet. The total living area of the main residential structure of a one and one half (1-1/2), or a two (2) story dwelling shall not be less than 2,000 square feet.

Section 4. **Type of Construction, Materials and Landscape.** No external roofing material other than wood shingles, built-up tar and gravel, ceramic tile, asbestos shingles or other materials used in the construction of roofs for the residential dwellings (including metals, alloys and combinations thereof) shall be constructed or used on any building in any part of the Properties without written approval of the Architectural Control Committee.

Before any landscaping shall be done in the front of any newly constructed dwelling, the landscape layout and plans shall have been first approved by the Architectural Control Committee. Such landscaping is to be done in the parkway area and on the front of the Lot at the time the dwelling is being completed and before occupancy.

Section 5. **Building Location.** No building shall be located on any Lot nearer than twenty (20) feet to the front line or nearer to the side street lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of any interior lot line. No main residence building nor any part thereof shall be located on any interior Lot nearer than fifteen (15) feet to the rear lot line.

For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these restrictions,

the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the Lot, and each detached garage will face and be located at least fifty five (55) feet from the front of the Lot on which it is situated and will be provided with the driveway access from the front of the Lot only.

Section 6. Minimum Lot Area. Not Lot shall be resubdivided without the express written approval of the Deerwood Lakes Association, Inc., Board of Directors, which approval shall not be unreasonably withheld.

Section 7. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden.

Section 8. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently except as provided in Article III, Section 1- Land Use and Building Type. However, the Architectural Control Committee, as directed by the Board of Directors of Deerwood Lakes Association, Inc., shall have the right to authorize the placement and maintenance of such facilities in or upon any portions of the Properties as may be necessary or convenient for Builder-Owners while engaged in selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities. As provided herein, Builder-Owners may use a residence as a temporary sales office. No garage, servants' quarters or other permitted accessory structure shall be erected, placed or maintained on any Lot until construction of main residential dwelling has commenced.

Any structure on which construction has commenced must be completed within a reasonable length of time. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are to be permanently or semi-permanently stored in the public street right of way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within a garage or behind a fence, which encloses the rear of the Lot or behind shrubbery, hedges or trellis.

Section 9. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plat without the express prior written consent of the Architectural Control Committee; except for a Builder-Owner who may place on each Lot owned by such Builder-Owner, during the construction and sales period of improvements, not more than one sign of not more than five square feet of sign

space. The Architectural Control Committee shall have the right to remove any sign not complying with the above restriction, and, in so doing, shall not be liable and are expressly relieved from any liability for, the trespass or other torts in the connection therewith or arising from such removal.

Section 10. *Oil and Mining Operations.* No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or common areas, nor shall tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. *Storage and Disposal of Garbage and Refuse.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No trash, debris, discarded property or stored materials shall be placed on any Lot or Tract within the view of the streets, walkways, golf course fairways or greens, dams of the lakes or any other public area.

Section 12. *Utility Easements.* The utility easement areas dedicated and shown on the recorded map of Deerwood Lakes, Sections I, II and III may be cleared and kept clear by any utility of all trees, bushes, and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to Owners by such utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each Lot in this subdivision.

Section 13. *Walls, Fences and Hedges.* Unless an exception is granted in advance in writing by the Architectural Control Committee:

- (a) No walls, fences or hedges shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such Lot. Notwithstanding the foregoing provision, the Owner of any Lot or Tract may construct a white board fence (including those consisting, for example, of three horizontal boards evenly spaced on posts or such other design as approved by the Architectural Control Committee, located on the front of the Lot or Tract upon the approval of the Architectural Control Committee after the plans, specifications and plot plans (showing the location, type of materials, dimension of materials, and the spacing of the three horizontal boards

on the posts) have been submitted, reviewed and approved by the Architectural Control Committee. White board fences may also be constructed in the appropriate areas of the Properties including by streets, the front of the Properties and the parks.

(b) All side or rear fences and walls must be at least six (6) feet in height.

(c) Fences must be ornamental iron, wood or masonry construction. No chain link fences are permitted, except to enclose swimming pools and only then if they are not visible from the street.

(d) No boat dock, pier or similar facility shall be built to extend more than six (6) feet into any lake from the Lots' high water line. Construction, if permitted, must be on a foundation imbedded in the soil and not of the floatation type.

(e) Any wall, fence or hedge erected as a protective screening on a Lot shall pass with title to the property and it shall be the Owner's responsibility to maintain said protective screening thereafter.

(f) In the event of default on the part of the Owner or occupant of any Lot in the maintaining of said protective screening and such failure continuing after ten (10) days written notice thereof, the Architectural Control Committee may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause said protective screening to be repaired or maintained or to do any other thing necessary to secure compliance with these restrictions, so as the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof.

Section 14. Lot Maintenance. The Owners or occupants of all Lots or Tracts used as a single-family residential dwelling shall at all times keep all weeds and grass on all portions of each Lot or Tract which has been cleared in a sanitary, healthful and attractive manner. However, the Owner or occupant of a Lot or Tract may leave in its natural state each Lot, Tract or any portion thereof that has not been previously cleared. No Owner or occupant shall use any Lot storage of materials and equipment except normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash, or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited and the Owners or occupants of an Lots at the intersection of streets or adjacent to parks, playgrounds, or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of a default on the part of the

Owner or occupant of any Lot in the observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Architectural Control Committee may, at their option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant, of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, which shall be secured by a vendor's lien for the benefit of the Association which may be foreclosed in the manner set out in Article VI- Maintenance Charge, Section 3, which is incorporated herein.

Notwithstanding any of the foregoing provisions, all Lots or Tracts being used for a purpose other than a single-family residential dwelling as permitted in Article III, Section 1-Land Use and Building Type may be maintained in any manner reasonably consistent with the permitted land use.

Section 15. **Motor Vehicles.** The operation of unlicensed motor vehicles shall not be allowed within the subdivision. No motorbikes, motorcycles, motor scooters or other vehicles of that type shall be permitted in the subdivision, if they are a nuisance by reason of noise or manner of use in the sole judgment of the Deerwood Lakes Association, Inc., Board of Directors.

Section 16. **Septic Tanks.** No cesspool may be installed on any Lot in this subdivision and whenever a residence is established on any site, it shall provide only an inside toilet and it shall be connected with a septic tank and drain field until such time as a central sanitary sewer system becomes available to the Lot. When a central sanitary sewer system becomes available in the subdivision, the Owner shall tie in with the central system. No septic tank may be installed unless approved by the Waller County Health Unit and all governmental agencies or authorities having jurisdiction. No septic tank may drain into road ditches, either directly or indirectly, nor may a septic be constructed within 100 feet of any lake or creek as measured from high water line.

Section 17. **Pets.** Except as permitted herein, no hogs, poultry or livestock of any kind (other than house pets of reasonable breed and number) may be kept on Lot or Tract. Should such pets become a nuisance in the opinion of Deerwood Lakes Association, Inc., Board of Directors, they must be removed from the premises and the subdivision. No pets shall be permitted to run at large off the Lot or Tract. Notwithstanding any of the foregoing provisions, the Owner of a Tract may keep (a) one horse per acre, (b) a reasonable number of other animals for any family member (s) who is engaged in a FFA or 4-H program (except pigs, hogs, chickens and other fowl) or (c) a reasonable number of other animals (except pigs, hogs, chickens and other fowl) for any use of a Tract as permitted in Article I II-Section 1-Land Use and Building Type.

Section 18. **Drainage.** Natural drainage of streets, Lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. In no event shall culverts be less than eighteen (18") inches in diameter. The Architectural Control Committee may remove any culvert that obstructs the flow of water through the street ditches. When applicable, the breaking of curbs for drive installations will be accomplished in a good and workman-like manner and such break will be re-cemented without hindrance to drainage and such work is subject to the inspection and approval of Architectural Control Committee.

ARTICLE IV
Architectural Control Committee

Section 1. **Approval of Building Plans.** Deerwood Lakes Association, Inc., shall be the approving authority for the construction, placement, alteration, completeness, and compliance with restrictions for any improvements located within the subdivision. The functions of the Deerwood Lakes Association, Inc., in this regard may be delegated in whole or in part to an Architectural Control Committee. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location structure, have been approved in writing as to harmony or exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by Deerwood Lakes Association, Inc., Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents, as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. **Committee Membership.** The Architectural Control Committee shall be composed of not less than three (3) members, each being an Owner within the Subdivision, and approved by the Association.

Section 3. **Replacement.** In the event of death or resignation of any member or members of the Architectural Control Committee, the Board of Directors of the Association shall appoint a successor member or members, and until such appointment has been made the remaining member or members of the Architectural Control Committee shall have full authority to approve or disapprove plans, specifications, and plot plans submitted to them.

Section 4. **Minimum Construction Standards.** The Association, through the Architectural Control Committee, may from time to time promulgate an outline of minimum acceptable construction standards.

Section 5. **Term.** The duties and powers of the Architectural Control Committee shall be established by the Board of Directors of the Association.

ARTICLE V
Deerwood Lakes Association, Inc.

Section 1. **Membership.** Every person or entity who is an Owner, as defined herein, shall be a member of the Deerwood Lakes Association, Inc. Provided, however, that ownership of a Lot by more than four (4) unrelated individuals will not entitle more than four people to enjoy the use and benefit of the common areas of Deerwood Lakes, Deerwood North, Deerwood East, or membership in Deerwood Lakes Association, Inc., by reason of such ownership. The foregoing membership does not include persons or entities who hold an interest merely as security for the performance of an obligation, lenders holding a security interest, or those having only an interest in the mineral estate. Membership of Owners shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership. Owners or purchasers of tracts or Lots in Deerwood Lakes, Deerwood North and Deerwood East will also be members of this Association.

Section 2. **Voting Rights.** The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in Section 1. Class A members shall be entitled to one vote per Owner, as defined above. The vote of the Owners shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Owner, and partial (or half) votes shall not be allowed. The Association shall have the right to vote Lots owned by it as a Class A member.

Class B. The Class B member shall be Builder-Owners, as defined in this Declaration. The Class B member shall not be entitled to vote. Class B members shall have the right to meet with, discuss and participate in meetings of the Association and the Architectural Control Committee, but their role shall be advisory in nature. Lack of voting rights shall not excuse the obligations of Class B members from any duty or obligation stated in this Amended Declaration of Restrictions.

Section 3. **Nonprofit Corporation.** Deerwood Lakes Association, Inc., is a Texas nonprofit corporation, and all duties, obligations, benefits, liens, and rights hereunder in favor of the

Association shall vest in said corporation.

Vol 0992 v.2 of 672

Section 4. *Bylaws*. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 5. *Inspection of Records*. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VI Maintenance Charge

Section 1. *Maintenance Fund*. Each Lot in Deerwood Lakes, Sections I, II and III, is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the Maintenance Fund, which maintenance charge and assessment will be paid by the Owner or Owners of each Lot to the Deerwood Lakes Association, Inc. The maintenance charge is payable annually and in advance beginning January 1, 2007. The Association shall not be required to pay for Lots owned by the Association.

The initial maintenance charges and assessments is \$96.00 yearly for the first Lot owned, and an additional \$48.00 per Lot for each contiguous Lot owned by that Owner. The rate at which each Lot will be assessed may be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may, in the judgment of the Association, require. The rate of the maintenance charge for contiguous Lots shall be determined annually by the Association and applied uniformly to all Owners. The Association shall use the proceeds of said maintenance fund for the use and benefit of all sections of Deerwood Lakes, Section I, II and III, as well as other sections of Deerwood Lakes, Deerwood East and Deerwood North. However, each section of Deerwood Lakes, Deerwood East and Deerwood North, to be entitled to the benefit of this annual maintenance fund, must be impressed with and subjected to the rates annual maintenance charge and assessment on a uniform (subject to the rates applicable to Declarant as described herein), per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association.

The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following:

Maintaining and operating swimming pool, tennis court, parks, parkways, boat ramps, both temporary and permanent, right of way, streets, sidewalks, easements, esplanades and other public areas, payment of all legal and other expenses incurred in

connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing of policemen and watchmen, and doing any other thing or things necessary or desirable in the opinion of the Association to keep the Properties in the subdivision neat and in good order, or which is considered being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 2. Omitted.

Section 3. **Lien Rights.** To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that such lien shall be secondary, subordinate, and interior to all liens, present and future, given, granted and created by or at the instance and request of the Owner on account of the purchase price or the construction of improvements on any such Lot. The Association shall give the Owner as well as the holder of any first mortgage lien, sixty (60) days written notice of any proposed action which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. certified mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based.

Section 4. **Duration.** The above maintenance charge and assessment will remain effective for the full term (and extended term if applicable) of the within covenants.

ARTICLE VII General Provisions

Section 1. **Term.** These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of the 15 years, or any time thereafter an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said covenants herein. It shall be lawful for the Association or any other Lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations.

Section 2. **Severability.** Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions, which shall remain in full force.

and effect.

VOL 0992 PAGE 674

We, the undersigned members of the Board of Directors of Deerwood Lakes Association, Inc., certify that a resolution was duly adopted by the members of the Association at a meeting that was legally held on July 15, 2006, and entered in the minutes of the meeting which are contained in the minute book of the corporation, and called for the purpose of changing the Restrictions as set forth above, and authorizing the undersigned to file this document entitled Amended Declaration of Restrictions in the Official Real Property Records of Waller County, Texas. A total of one-hundred fifty-eight (158) votes were authorized to be cast at said meeting, and of that total, one-hundred thirty-nine (139) were cast in favor of the Amended Declaration of Restrictions, nineteen (19) were cast in opposition of the Amended Declaration of Restrictions, and zero (0) votes were not cast.

IN TESTIMONY WHEREOF, the undersigned have caused this Amended Declaration of Restrictions to be executed, filed and recorded on this the 9th day of October 2006.

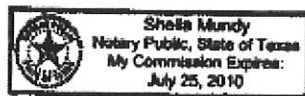
Doyle Payne
DOYLE PAYNE, Director

Jimmy Mullins
JIMMY MULLINS, Director

Teresa Dimick
TERESA DIMICK, Director

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by DOYLE PAYNE on the 9th day of October, 2006, in the capacity as therein stated.

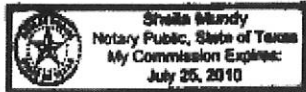


Sheila Mundy
Notary Public, State of Texas

Vol 0992 page 675

STATE OF TEXAS §
COUNTY OF WALLER §

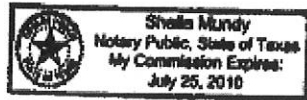
This instrument was acknowledged before me by JIMMY MULLINS on the 10th
day of October, 2006, in the capacity as therein stated.



Sheila Mundy
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by TERESA DIMICK on the 9th
day of October, 2006, in the capacity as therein stated.



Sheila Mundy
Notary Public, State of Texas

608330

Vol. 0992... 676

FILED FOR RECORD

05 OCT 18 AM 9:37

CHERYL PETERS
COUNTY CLERK
WALLER COUNTY, TX
Cheryl Peters

61.00
5.00
1.00

67.00 pd. ⑧

Albert M. McCaig Jr.
P.O. Box 760
Waller, TX 77484

THE STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted herein by me.



Cheryl Peters
County Clerk, Waller County, Texas