

**SECOND AMENDED AND RESTATED  
DECLARATION**

**OF**

**COVENANTS, CONDITIONS, AND RESTRICTIONS FOR**

**GRANITE RIDGE RANCH SUBDIVISION**

**SECTIONS ONE, TWO, AND THREE**

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRANITE RIDGE RANCH SUBDIVISION

STATE OF TEXAS §

COUNTY OF GRIMES §

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Second Amended Declaration") is made on the date hereinafter set forth by VERTIVER II, LTD., a Texas limited partnership, acting herein by and through its duly authorized partner.

WITNESSETH:

WHEREAS, VERTIVER II, LTD., ("Declarant" herein) is the owner of GRANITE RIDGE RANCH SUBDIVISION, composed of three sections, SECTION ONE, being a subdivision of 232.32 acres of land, more or less, SECTION TWO, being a subdivision of 177.35 acres of land, more or less, and SECTION THREE, being a subdivision of 234.05 acres of land, more or less, Grimes County, Texas, and containing a total of thirty-one (31) Lots (referred to herein as the "Lots"), according to the maps or plats thereof recorded in the Real Property Records of Grimes County, Texas, being the same real property described in that certain Deed recorded in Volume 1194, Page 210, Real Property Records of Grimes County, Texas, as being composed of two tracts of land, TRACT ONE containing 643.995 acres of land, more or less, out of and a part of the J. GRAHAM SURVEY, Abstract No. 225, Grimes County, Texas, and TRACT TWO containing 11.815 acres of land, more or less, out of and a part of the C. C. MEACHUM SURVEY, Abstract No. 513, and being more particularly described by metes and bounds in therein (the "Property"); and

WHEREAS, Declarant has heretofore Imposed certain restrictions upon the Property by Declaration of Covenants, Conditions, and Restrictions recorded in Volume 1231, Page 134 (the "Declaration"), amended in its entirety by First Amended Declaration of Covenants, Conditions, and Restrictions recorded in Volume 1244, Page 551 ("First Amended Declaration"), both of the Real Property Records of Grimes County, Texas, for the benefit of Owners of the Lots created by the plats of the Property; and subsequent thereto has determined that it is in the best interest of Declarant and the Owners of the Lots to amend the Declaration and the First Amended Declaration and restate them in their entirety as hereinafter set forth;

WHEREAS, Texas Property Code Section 209.0041 provides that a dedicatory instrument applicable to a subdivision such as Granite Ridge Ranch may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners;

WHEREAS, the total number of Lots in the Granite Ridge Ranch Subdivision as of the date hereof is 31, Declarant owning 12 Lots and 19 Lots being owned by other Lot Owners;

WHEREAS, Declarant and at least nine (9) other Lot Owners – constituting at least 21 Lot Owners and/or 67% of all Owners (“Ratifying Owners”) – have agreed to the amendment and restatement of the Declaration and the First Amended Declaration as set forth in this Second Amended Declaration, and each has executed a Ratification and Confirmation hereof as attached hereto and incorporated herein for all purposes;

WHEREAS, Declarant, joined by the Ratifying Owners, therefore make and file this SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, intending the same to constitute a restatement of all covenants, conditions, and restrictions to which the Property is subject, to be in lieu of and in place of, in their entirety, the Declaration recorded in Volume 1231, Page 134, and the First Amended Declaration recorded in Volume 1244, Page 551, both of the Real Property Records of Grimes County, Texas, such that said prior recorded declarations shall be of no further force and effect;

WHEREAS, to the extent appropriate, Declarant, joined by the Ratifying Owners, now restates certain of the original recitals and hereafter creates and sets forth the following covenants, conditions, and restrictions applicable to the Property;

WHEREAS, Declarant intends to develop the Property as a rural residential subdivision, and to provide and adopt a uniform plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control, and preserve the values and amenities of the Property for the development, improvement, aesthetic considerations, sale, common welfare of the community, use, and enjoyment of the Property as a rural residential subdivision; and

WHEREAS, Declarant desires to subject the Property to the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, for the benefit of the Property and each Owner of any part thereof; and

WHEREAS, for the efficient preservation of the amenities in the Granite Ridge Ranch Subdivision and enforcement of this Second Amended Declaration, a Property Owners Association will be created, to which shall be delegated and assigned the power of administering and enforcing these assessments, conditions, covenants, easements, reservations, and restrictions, including levying, collecting, and disbursing the assessments; and

WHEREAS, the Association will be incorporated as a non-profit corporation under the laws of the State of Texas and will act in accordance with a set of Bylaws by which the Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid and any other duties as set out in the Bylaws and/or other Dedicatory Instruments as that term is defined in the Texas Property Code.

**NOW, THEREFORE**, Declarant, joined by the Ratifying Owners, hereby **AMEND IN**

**THEIR ENTIRETY** the Declaration recorded in Volume 1231, Page 134, and the First Amended Declaration recorded in Volume 1244, Page 551, both of the Real Property Records of Grimes County, Texas, **AND RESTATE THE COVENANTS, CONDITIONS, AND RESTRICTIONS** to which the Property is subjected as hereinafter set forth, and hereby declare that the Property shall be developed, improved, sold, used, and enjoyed in accordance with, and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for and placed upon the Property and shall run with the Property and be binding on all parties, now and at anytime hereinafter, having or claiming any right, title, or interest in the Property or any part thereof, their heirs, executors, administrators, successors, and assigns, regardless of the source of, or the manner in which any such right, title, or interest is or may be acquired, and shall inure to the benefit of the Declarant and each Owner of any part of the Property.

**ARTICLE I.  
PURPOSE AND INTENT**

Granite Ridge Ranch Subdivision is intended to be a rural residential development that is planned to feature residential uses with certain agricultural use as further defined herein. This Second Amended Declaration shall serve as the means by which design, maintenance, and use of the Subdivision will be established.

**ARTICLE II.  
PROPERTY SUBJECT TO RESTRICTIONS**

The Property that is encumbered by this Second Amended Declaration, including therein the Granite Ridge Ranch Subdivision, is more particularly described in that certain Deed recorded in Volume 1194, Page 210, Real Property Records of Grimes County, Texas. All Owners of Lots are Members of the Association.

**ARTICLE III.  
EFFECTIVE DATE OF DECLARATION**

This Second Amended Declaration shall be effective as of the date this document is recorded in the Real Property Records of Grimes County, Texas.

**ARTICLE IV.  
USE RESTRICTIONS**

- 1. Land Use and Building Type:

With the exception of land use and building types intended for the production, gathering, and use of hay for agricultural purposes and for animal husbandry, as described in Paragraph 13 below, which includes barns and other agricultural outbuildings, none of the Lots shall be used for any purpose except for single family

residential purposes, well houses, utility buildings, and personal workshops. The term "residential purposes", as used herein, excludes duplex houses, apartment houses, garage apartments (excluding servant's quarters), and further excludes commercial, trade, and professional uses.

No building shall be erected, altered, or permitted to remain on any tract other than:

- a. one (1) detached single family residential dwelling not to exceed two and one-half (2-1/2) stories in height,
- b. a private garage for not less than two (2) cars,
- c. a workshop and other utility building commonly constructed for use by the residents; and,
- d. bona fide servant's quarters, which servant's quarters 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 Lot or by domestic servants employed on the premises and permitted accessory structures.

No residential dwelling shall be constructed on less than one full Lot.

No building or other improvements shall be erected, placed, or altered, including any wall, fences, or the erection begun, or changes made in the design thereof nor shall such improvements be constructed until the construction plans and specifications and a plot plan showing the location of the structure and improvements within each Lot has been submitted to and approved by the Architectural Review Committee ("ARC"), or its assignee as hereinafter provided, as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to lot lines, topography, and finish grade elevations. The ARC's approval or disapproval as required herein shall be in writing. The ARC shall initially be composed of one member (1) member whose name is ROB WHITAKER. The ARC may designate a representative to act for it. In the event of death or resignation of any member of the ARC, the remaining member shall have full authority to designate a successor. Neither the members of the ARC nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the ARC fails to approve or disapprove of such plans within thirty (30) days after receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The ARC at its sole discretion is hereby permitted to approve deviations where, in its judgment, such deviation will result in a more beneficial use while retaining the overall intent of these Restrictions. Such approval must be granted in writing and where given will become a part of these Restrictions. The ARC may assign to a third party or entity any and all rights reserved to the ARC hereunder. Any such assignments shall be evidenced by a proper instrument in writing recorded in the Real Property Records in Grimes County, Texas.

The ARC has approved and adopted certain Restriction Standards which are attached to this Second Amended and Restated Declaration and are incorporated herein as a part hereof, intending those provisions to carry the same force and effect of any and all provisions herein contained.

2. DWELLING & SERVANT'S QUARTERS SIZE AND SQUARE FOOTAGE:

The living area and square footage of any main residential structure on any Lot shall be no less than 2,000 square feet. The square footage of servant's quarters shall be no less than 800 square feet. The servant's quarters cannot be used as a permanent dwelling until the main residential structure is completed.

3. BUILDING LOCATION – SET BACK LINES:

Except as may be authorized in writing by the ARC, no building shall be located nearer to the front Lot line than one hundred feet (100.0'), nor nearer than two hundred feet (200.0') to the rear Lot line, nor nearer than fifty feet (50.0') to any side Lot line. The ARC may grant variances to such building setback lines which, in its judgment will result in a more beneficial use of the property while retaining the overall intent of these Restrictions. Except as may be authorized in writing by the ARC, all improvements shall be constructed to front on the access road to the Lot upon which the Homesite faces and each corner Homesite shall face the County Road.

4. CONSTRUCTION MATERIALS:

All materials used are to be new, with the exterior of permitted buildings to be of Brick, Masonry, Cement Board (Hardi Plank), Wood siding and any other material acceptable to by ARC, all exterior sidings, if not Brick, shall be painted or sealed to maintain a natural finish.

5. CONSTRUCTION COMPLETION REQUIREMENTS:

All construction of the primary residential structure, garage, porches, barns, outbuildings, and any other appurtenances shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. All residences must be constructed with new materials.

6. PROHIBITION OF OFFENSIVE ACTIVITIES:

No activity, whether for profit or not, shall be carried on any Lot which is not related to single-family residential purposes, except as may be otherwise provided. No

noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES:

No structures of a temporary character, trailer, basement, tent, shack, garage, mobile home, motor home, recreational vehicle, campers of any kind or description, barn, or other outbuilding shall be used on any Lot at any time as a residence. Temporary structures may be used as building offices and for other related purposes during the construction period provided same are inconspicuous and slightly and are removed upon the completion of construction.

8. STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES:

No boat trailers, travel trailers, inoperative automobiles, campers, buses, recreational vehicles, or vehicles of any kind are to be semi-permanently or permanently stored in the street right-of-way or on driveways. Permanent and semi-permanent storage of such vehicles or items must be completely screened from view in the garage or barn. Semi-permanent or permanently is defined as any parking or storage which exceed a fourteen (14) hour period of time.

9. WALLS, FENCES AND HEDGES:

All fences within Granite Ridge Ranch Subdivision must be approved by the ARC, and shall be constructed of new materials equivalent to or better than slick wire, barbed wire, or net wire, which shall be used for the basic fence construction. Posts used for fencing construction shall be treated wood post, natural cedar post, pipe, steel, or other approved material. Entrance ways on each side of the entrance opening, gated or open, shall consist of a decorative type material, such as rock, pipe, wood railing, or other approved material. The decorative fence on each side of the entrance shall be a minimum of 20 feet on each side of the entrance. Fence construction shall be completed within six (6) months from time of approval by the ARC.

10. ROOF COMPOSITION:

No external roofing material other than composition shingles, metal, or other roofing material approved in writing by the ARC shall be constructed or used on any building in any part of Granite Ridge Ranch Subdivision.

11. VISUAL SCREENING ON LOTS:

The drying of clothes in public view is prohibited, and the Owners or occupants of any Lot at the intersection of a street shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

12. MAXIMUM HEIGHT OF ANTENNAS:

No radio or television aerial wires or antenna shall be erected or maintained on any portion of any Lot or the Improvements situated thereon unless first approved by the ARC.

13. ANIMAL HUSBANDRY:

Dogs, cats, and other common household pets shall be permitted provided that they are not kept, bred, or maintained for commercial purposes. Livestock (not to exceed one (1) animal per acre) shall be permitted and maintained in the manner herein specified. Livestock shall be permissible so long as animals and their quarters are maintained in a clean, well-kept manner. No swine, goats, sheep, or fowl may be kept on the property unless maintained for a project sponsored by a County 4-H Program or the Future Farmers of America Program. No swine, goats, sheep or fowl may ever be kept upon the property in commercial quantities. No animal may be maintained upon the property in a manner that would depreciate the value of the Property or of the adjacent Property. No animals shall be kept on any Lot which results in an annoyance to or are obnoxious to other residents in the vicinity. Quarters and shelter for any animals shall be built and kept in a neat and sanitary manner. Buildings for housing any animals shall be approved by the ARC and shall be located not nearer to the front line of any Lot than two-thirds (2/3) the depth of such Lot measured along the shorter of its side lines. Adequate ranch type fences approved by the ARC shall be maintained for any animals in order to prevent their trespassing on other Lots. All animal waste materials must be disposed of in a healthful and sanitary manner and all applicable health regulations must be strictly adhered to by the Owner. Declarant, Declarant's successors and assigns, reserve the right to make such additional rules and regulations concerning the keeping of pets and said animals as may be deemed necessary.

14. LOT MAINTENANCE:

The owners or occupants of each Lot agree to keep the property maintained around any improvements that are placed on said Lots. The Owners or occupants of each Lot agree to keep their Lots in clean condition and aesthetically appealing.

15. REMOVAL OF TREES AND DIRT:

Removal of trees and pasture conversion is permissible.

16. UTILITY EASEMENTS:

Utility Easements are dedicated by Declarant on, over, across, and under each Lot as shown on the plat or plats of the Granite Ridge Ranch Subdivision, with the



reservation that such utility easements are for the use and benefit of any public utility operating in Grimes County, Texas, as well as for the benefit of Declarant, its successor or assigns, and the Owners of the Lots in Granite Ridge Ranch Subdivision, to allow for the future construction, repair, maintenance, and operation of a system or systems of electric light and power, telephone lines, cable television, gas lines, water lines, or any other utility or service which the Declarant or its successors or assigns may elect to provide. Declarant hereby reserves for itself, its successors and assigns, the right in the future to define and delineate the location of any additional Utility Easements without joinder of any Lot Owner, and each Lot Owner hereby agrees to the grant of any such additional Utility Easements as Declarant deems reasonable and prudent for the continued development of the Granite Ridge Ranch Subdivision. Declarant, its successor and assigns, reserve the right to make changes in and additions to such Utility Easements for the purpose of more efficiently serving the development or any property therein, without requiring the joinder of any Lot Owner. Neither Declarant nor its successors or assigns, nor any utility company using said utility easements, shall be liable for any damage done by any of them or by any of their agents or employees, to shrubbery, trees, flowers or other property of any Owner situated on land subject to said utility easements. Each Owner agrees to any other condition or easement which the Declarant or its successors or assigns may hereinafter impose upon or against any Lot or a portion thereof pursuant to the request of or to meet or satisfy the requirements of the County of Grimes, municipal authorities, and utility companies. This provision, agreement, and covenant shall remain in full force and effect after, and shall survive the execution and delivery of, any deed by the Declarant, its successors or assigns, to an Owner, whether or not so stated or contained in any such deed.

17. ELECTRIC SERVICE:

The Owner of each Lot shall at his own cost, furnish, install, own, and maintain a meter loop (in accordance with the then current standards and specification of the Electric Company furnishing service) for the location and installation of the meter of the Electric Company furnishing ground service to the residence constructed on such Owner's Lot.

18. ENTRANCE RESERVE:

Owners of Lots within the Property are advised that there exists one reserve (hereinafter the "Entrance Reserve") shown on the recorded plat of the Property, which is dedicated for use as the entrance to the Granite Ridge Ranch Subdivision and shall be maintained by the Association. Owners of Lots within the Granite Ridge Ranch Subdivision, for themselves, their heirs, successors, employees, agents, and licensees, hereby agree to hold harmless the Declarant and the Association, and their successors and assigns, and release them from any liability for the placement, construction, design, operation, maintenance, and replacement of any improvements on the Entrance Reserve, and agree to indemnify the parties released

from any injuries or damages they may sustain, hereby waiving any right to seek damages for any such injuries. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic which may occur in the normal maintenance of the Entrance Reserve.

19. ENTRANCE RESERVE MAINTENANCE:

The Association, subject to the rights of the Members set forth in this Declaration and any amendments hereto, shall be responsible for the exclusive maintenance, management, and control of the Entrance Reserve and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition. Any Member or his or her guests, family or invitees, that causes damage to the Entrance Reserve shall be financially responsible for said damage. No Member may appropriate any portion of the Entrance Reserve or any improvement thereon for his or her own use (exclusive or common) unless approved by the Association. The cost of repair, if not timely paid by the Member within thirty (30) days of notice from the Association, shall be assessed against the Member's Lot or Homesite and secured by the continuous lien set forth in this Declaration.

20. AIR CONDITIONERS:

Window unit air conditioners may be used in barns and other outbuildings provided the window unit faces the rear of the structure and does not face the street.

21. SIGNS, ADVERTISEMENTS, AND BILLBOARDS:

No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by Declarant or a builder to advertise the property during the construction or sales period.

22. GRANITE RIDGE RANCH PROPERTY OWNERS ASSOCIATION:

Definitions:

- a. "Association" shall mean and refer to an incorporated entity created by the Declarant. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 24 hereof.
- b. "Owner" shall refer to the record owner, whether one or more persons and entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interests primarily as Security for the performance of an obligation.

- c. "Property" shall refer to that certain real property hereinbefore described and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.
- d. "Lot" shall mean and refer to any of the Lots described on the plat or plats of the Property.
- e. The size of each Lot shall be no smaller in area than 9.50 acres, regardless of configuration.
- f. "Declarant" shall refer to VERTIVER II, Ltd., and its successor and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
- g. "Board of Directors" shall mean and refer to the Board of Directors of the Granite Ridge Ranch Property Owners Association.
- h. "Homesite" shall mean and refer to the location of the building site for the home to be constructed upon a Lot.

23. BOARD OF DIRECTORS:

The Initial Board of Directors of the Association shall be composed of Rob Whitaker. At such time as at least ninety percent (90.0%) of the Lots in the Granite Ridge Ranch are owned by persons or entities other than Declarant, or its successors or assigns, the then Owners of Lots may by vote, as hereinafter provided, appoint or elect a new Board of Directors of three (3) members to replace the member of the initial Board of Directors of the Association. Each member of the Board of Directors (with the exception of the members of the initial Board of Directors or members appointed or elected by the initial Board of Directors to fill a vacancy created on the initial Board of Directors due to the death, resignation, refusal, or inability of any of the initial Board of Directors to serve) shall be a Lot Owner of at least one of the Lots in Granite Ridge Ranch Subdivision. Each Owner shall be entitled to one vote for each Lot to which such Owner then holds record title. The initial Board of Directors shall be obligated to arrange for the first election of the Board of Directors of the Association at such time after the sale of ninety percent (90.0%) of the Lots (as hereinbefore set out) when four (4) or more Owners request in writing the call of such election. Thereafter, the Board of Directors of the Association shall also be obligated to arrange for elections for the removal and/or replacement of members of the Board of Directors of the Association when so requested in writing by five (5) or more Lot Owners. The Board of Directors of the Association may also call such an election within its own discretion.

Such election (or any other election for the removal or replacement of members of the Board of Directors of the Association) shall be governed by Chapter 209 of the

Texas Property Code and the following. The Board of Directors shall serve written notice of such election to each of the then Lot Owners by addressing such notice by U. S. Mail, postage prepaid, to the last known address of such Owners not less than ten (10) nor more than sixty (60) days prior to such election, thereby apprising said Owners of the time and place of such election. Votes of Owners shall be evidenced by written ballots furnished by the Board of Directors of the Association and the Board of Directors shall preserve said ballots for a period of not less than one (1) year from date of said election. Any Owner may appoint a proxy to cast said Owner's ballot in such election, provided that said Owner's written appointment of such proxy is attached to the ballot or a part thereof. The result of such election shall be determined by a majority vote of those Owners then voting.

The Board of Directors of the Association shall function as representatives of all of the property Owners of the Lots to assure against depreciation of property values in Granite Ridge Ranch Subdivision by giving its attention to the hereinafter set out provisions as proper functions of such Board of Directors, and shall be authorized to:

- (1) Collect and expend, in the interest of Granite Ridge Ranch Subdivision as a whole, the maintenance fund herein created;
- (2) Enforce by appropriate proceedings, these covenants and restrictions; and,
- (3) Enforce or release any lien imposed on any part of Granite Ridge Ranch Subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay maintenance charges herein provided for.

Members of the Board of Directors of the Association may at any time be relieved of their position and substitute members therefore appointed by vote, as above set out. Upon the death, resignation, refusal, or inability of any member of the Board of Directors to serve, the remaining members of the Board of Directors of the Association shall fill the vacancy pending further action of the Lot Owners. No member of the Board of Directors shall ever be liable to any person, firm, or corporation for any action taken with reference to the matters hereinbefore set out or for any action (other than fraud or theft) taken with respect to the collection and/or administration and/or expenditure of the maintenance fund herein provided for in these Restrictions. The acceptance by any party of a deed to any Lot shall constitute each party's covenant and agreement that such liability shall not exist. No member of the Board of Directors shall receive any compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

## 22. ENFORCEMENT:

The Association acting through the Board of Directors of the Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or by

any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver or the right to do so thereafter.

23. MEMBERSHIP AND VOTING RIGHTS:

Every Owner of a Lot subject to assessment shall be a Member of the Association. Membership shall be appurtenant to any Lot and may not be separated from ownership of any Lot which is subject to assessment.

24. ASSESSMENTS:

a. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot, by virtue or ownership of property within Granite Ridge Ranch Subdivision, covenant and agree to pay to the Association:

- (1) Annual Assessments; and
- (2) Special Assessments.

The Annual and Special Assessments, together with the attorney's fees, interest, and costs shall be a charge and continuing lien upon the Lot(s) against which each such assessment is made. Each such assessment, together with attorney's fees, interest, and costs, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

b. Purpose of Assessments

Annual Assessments levied by the Association shall be used for any legal purpose for the benefit of Granite Ridge Ranch Subdivision as determined by the Board of Directors of the Association and, in particular, may, by way of example and not limitation or obligation, include enforcement of the provisions of this Second Amended Declaration, maintenance, repair or improvement of any Common Area, easement, and entryway, patrol service, fire protection, police protection, emergency medical service, street cleaning, street lighting, mosquito control, other services, maintenance, or construction of improvements in Granite Ridge Ranch Subdivision as may be in the Property's and Owner's Interest.

c. Annual Assessment

Each lot in the Granite Ridge Ranch Subdivision shall be subject to the Annual Assessment, as follows:

(1)      Creation

Payment of the Annual Assessment shall be the obligation of each Owner and shall constitute a lien on the Lot(s), binding and enforceable as provided in this Declaration.

(2)      Rate

The initial Annual Assessment established by the Association shall not exceed two hundred fifty dollars (\$250.00) per year per Lot, which rate may be increased or decreased as hereinafter set forth.

(3)      Commencement

For purposes of calculation, the initial Annual Assessment shall commence on the date of filing of this Declaration in the Real Property Records of Grimes County, Texas. Beginning in the year 2008, the Annual Assessment shall be payable in advance of July 1<sup>st</sup> of each year and shall become delinquent if not paid in full by September 1<sup>st</sup>.

(4)      Proration

The Annual Assessment shall be prorated from the date of acquisition of the Lot; provided, however, that the Annual Assessment for the year 2008 shall not be due and payable until July 1, 2008. An Owner's Annual Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the day of closing so long as the commencement date is past.

(5)      Levying of the Annual Assessment

The Annual Assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then current Annual Assessment to reasonably meet the expenses for providing services and capital improvements in Granite Ridge Ranch Subdivision and may in its sole discretion and without a vote by the Members, increase the Annual Assessment in an amount up to twenty percent (20%) over the previous year's Annual Assessment. The Annual Assessment may only be increased by more than twenty percent (20%) over the preceding year's assessment if such increase is approved by Members in good standing who represent a majority of the voters in Granite Ridge Ranch Subdivision present at a meeting called for said purpose at which a quorum is present in person or by proxy. The Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively,

unless otherwise approved by Members in good standing representing a majority of the votes subject to such assessments present at a meeting called for said purpose at which a quorum is present in person or by proxy.

d. Collection and Remedies for Assessments

(1) The assessments provided for in this Declaration, together with attorney's fees, late fees, interest, and costs as necessary for collection, shall be a charge on and a continuing lien upon the land against which each such assessment is made. Each such assessment, together with attorney's fees, interest, and costs, shall also be the personal obligation of the Owner of the land at the time the assessment became due. This personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

(2) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of: (i) eighteen percent (18%) or (ii) the maximum non-usurious rate of interest allowed by applicable law. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by reason of non-use or abandonment.

(3) In order to secure the payment of the assessments hereby levied, an assessment lien is hereby reserved in each deed from the Declarant to the Owner of each Lot in Granite Ridge Ranch Subdivision, which lien may be enforced as provided in Section 51.002 and Chapter 209 (Texas Residential Property Owners Protection Act) of the Texas Property Code (or any successor law); each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien and/or maintain an action at law to collect the amount owed.

(a) The President of the Association or his or her designee is hereby appointed Trustee to exercise the Association's power of sale. The Board of Directors may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of the trustee. The Trustee shall not incur any personal liability hereunder except for his or her own willful misconduct.

(b) Although no further action is required to create or perfect the lien, the Association may, as further evidence give notice of the lien, by executing and recording a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and

record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The Association shall also have the right but not the obligation to notify a delinquent Owner's lender, in writing, of such Owner's delinquency and default.

- (c) In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 and Chapter 209 (or any successor law) and to exercise the power of sale hereby granted, after giving of any required notice of default and the expiration of the time allowed to cure such default, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale no less than twenty-one (21) days prior to the date of the proposed foreclosure sale, postage prepaid, certified mail, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association or by hand delivery. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association, or any Owner, shall have the right to bid for such property at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period the property is owned by the Association following foreclosure, 1) no right to vote shall be exercised on its behalf; and 2) no assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorney's fees and trustee's fees; 2) from such proceeds there shall be paid to the Association an amount equal to the amount of assessments in default inclusive of interest, late charges, and attorney's fees; and 3) the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

e. Subordination of the Lien to First Mortgage

The lien for assessments, including interest, late charges, costs, and attorney's fees, provided for herein shall be subordinate to the lien of any first mortgage on any Lot or Homesite. The sale or transfer of any Lot or Homesite shall not affect the assessment lien. The sale or transfer shall not relieve such Lot or Homesite from lien rights for any assessments thereafter becoming due. Where the mortgagee holding a first mortgage of record or other purchaser of a Lot or Homesite obtains title pursuant to a judicial or nonjudicial foreclosure of the mortgage, it shall not be liable for the share of the assessments or other charges by the Association chargeable to such Lot



or Homesite that became due prior to such acquisition of title. However, from the date of the foreclosure forward, such assessments shall again accrue and be payable to the Association.

f. Notice of Delinquency

The Association or its agent or designee shall give written notice of the assessment to any Owner who has not paid an assessment that is due under this Declaration. Such notice shall be mailed to the Owner's last known address according to the records of the Association. The address of the Lot, Homesite, or Building Site shall be presumed to be the address for proper notice unless written notice of another address shall be provided by the Owner to the Association.

g. Applicability of Law

Notwithstanding anything to the contrary contained herein, any foreclosure authorized herein shall comply in all respects with Chapter 209 of the Texas Property Code and any successor thereto.

h. Credit for Assessments Against Lots Owned by the Declarant

Notwithstanding anything to the contrary herein contained, it is specifically provided that Declarant and the Lots owned by Declarant shall be entitled to a single One Million Dollar (\$1,000,000) credit against the Assessments so that as long as such Lots are owned by Declarant, the Lots will not accrue or be liable for Annual Assessments, or Special Assessments (and the Declarant shall not be personally liable therefore) until a total amount of \$1,000,000.00 has been credited against the Assessments.

24. WATER AND SEWER SERVICE:

Each Owner shall arrange and have constructed on his or her own respective Lot a fresh water well to provide his or her Lot drinking and general water requirements, as well as a septic system of such quality, design, and capacity to adequately service and store waste and sanitary water needs of the entire Lot and the improvements situated thereon as well as the other facilities and uses of their respective Lots.

25. BOOKS AND RECORDS:

The books, records, and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-laws of the Association, and Restrictive Covenants shall be available for inspection by any Lot Owner at the principal office of the Association where copies may be

purchased at a reasonable cost and in compliance with Chapter 209 of the Texas Property Code.

26. ANNEXATION:

Additional residential property and common roadway may be annexed to the Property with the consent of fifty-one percent (51%) of the membership of the Association. Annual assessments for annexed areas should commence as to all Lots on the first day of the month following conveyance of the first property to an Owner. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section annexed to the Property, thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

27. PIPELINE EASEMENT:

Located within the Granite Ridge Ranch Subdivision, as shown on the recorded plats of the Property, there exists a pipeline easement described in more detail in Volume 1223, Page 564, of the Real Property Records of Grimes County, Texas ("Pipeline Easement"). Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the pipeline/Pipeline Easement and agree to indemnify the parties released from any damages they may sustain. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the 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, relative to any future change in use of the Pipeline Easement.

28. AMENDMENT TO THE DEED RESTRICTIONS:

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Second Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Second Amended Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded.

29. RE-SUBDIVISION OF LOTS RESTRICTED:

No Lot may be re-subdivided to contain less than 9.5 acres. No Owner may re-

subdivide a Lot before 80% of the Lots in Sections One and Two have been conveyed by the Declarant to third parties.

30. LIMITATION OF LIABILITY:

Neither Declarant, the Association, the ARC, the Board, nor any of the respective officers, managers, partners, directors, members, successors or assigns of the above, shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties, or to any Owner affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any matters requiring approval hereunder. Approval by the ARC, the Board, or the Association, or any of their respective officers, partners, directors, agents, managers, members, successors or assigns, is not intended as any kind of warranty or guarantee as to the integrity or workability of the plans or the competency or workmanship of the contractors used.

31. SEVERABILITY:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

32. GOVERNING LAW:


The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Grimes County, Texas.

33. SECURITY:

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, 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, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT 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 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 DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND TO THE CONTENTS OF DWELLINGS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, 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.

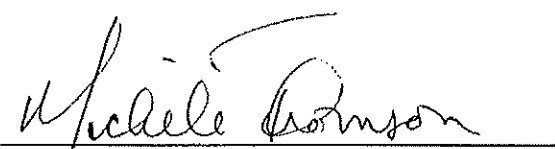
IN WITNESS WHEREOF, the Declarant has executed this Second Amended Declaration to be effective on the date it is recorded in the Real Property Records of Grimes County, Texas.

VERTIVER II, LTD., a Texas limited partnership  
By: Vertiver Management Corporation,  
General Partner  
By:   
Charlie R. Wald, President

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17<sup>th</sup> day of June, 2014, by Charlie R. Wald, President of Vertiver Management Corporation, a Texas corporation general partner of VERTIVER II, LTD., a Texas limited partnership, on behalf of said general partner and limited partnership.



  
Notary Public, State of Texas

Restriction Standards for Granite Ridge Ranch  
Adopted by the Architectural Review Committee ("ARC")

To provide a more concise understanding of the restrictions, these standards are furnished as an overview to potential land owners of property within Granite Ridge Ranch:

- Granite Ridge Ranch is intended to be a rural residential development that is planned to feature residential use with certain agricultural applications.
- All residential plans and specifications must be approved by the ARC prior to construction.
- Residential dwellings must be a minimum of 2000 sq. Ft.; building set back lines are 100ft. from the front property boundary, 50 ft. from each side property boundary and 200ft. from the rear property boundary.
- Residences must be built upon a solid concrete foundation, homes may have an exterior of brick, masonry, cement board siding or wood siding. All siding requiring an exterior finish must be appropriately completed.
- Roofs may be of composition, metal or other approved materials.
- In conjunction with a residential home, additional outbuildings are permitted to include barns, additional agricultural outbuildings, well houses, utility buildings and workshops.
- all fences within Granite Ridge Ranch, must be approved by the ARC, and shall be constructed of new materials equivalent to or better than slick wire, barbed wire or net wire and shall be used for the basic fence construction. Posts used for fencing construction shall be treated wood post, natural cedar post, pipe, steel or other approved material. Entrance ways on each side of the entrance opening, gated or open, shall consist of a decorative type material, such as rock, pipe, wood railing or other approved material. The decorative fence on each side of the entrance shall be a minimum of 20 feet on each side of entrance. Fence construction shall be completed within six (6) months from time of approval by ARC.
- No swine, goats, sheep or fowl may be kept on the property unless maintained for a project sponsored by a County 4-H program or the Future Farmers of America. No swine, goats, sheep or fowl may ever be kept on the property in commercial quantities.
- Removal of trees and pasture conversion is permissible.
- Window unit air conditioners may be used in barns, outbuilding and etc., so long as the unit faces the rear of the structure and not facing the street.

The Architectural Review Committee consists of Mr. Rob Whitaker. His contact information will be provided upon request.

RATIFICATION AND CONFIRMATION

The Undersigned, whether one or more, being the owner of the hereinafter described Lot(s) within Granite Ridge Ranch Subdivision, a subdivision composed of Sections 1, 2, and 3, out of two tracts of land, TRACT ONE containing 643.995 acres of land, more or less, J. GRAHAM SURVEY, Abstract No. 225, Grimes County, Texas, and TRACT TWO containing 11.815 acres of land, more or less, C. C. MEACHUM SURVEY, Abstract No. 513, both as more particularly described by metes and bounds in that certain Deed recorded in Volume 1194, Page 210, Real Property Records of Grimes County, Texas (the "Property"), for and consideration of the premises, hereby RATIFIES AND CONFIRMS the forgoing SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRANITE RIDGE RANCH SUBDIVISION, and agrees that the Property shall be subject to and burdened by the provisions contained in the foregoing Second Amended and Restated Covenants, Conditions, and Restrictions.

The Undersigned hereby agrees that the Second Amended and Restated Declaration shall be a be a covenant running with the Property and this Ratification and Confirmation shall binding upon the Undersigned, the Undersigned's heirs, legal representatives, successors, and assigns, and shall inure to the benefit of Vertiver II, LTD., Declarant, and all owners of Lots located within Granite Ridge Ranch Subdivision.

OWNER:

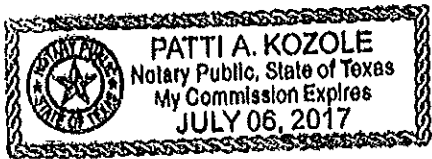
[Signature]  
Name: JOE WHITAKER

Date: 6/17/14  
Owning Lot 12, Granite Ridge Ranch  
Subdivision Section \_\_\_\_

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 17 day of June, 2014, by JOE WHITAKER.



[Signature]  
Notary Public, State of Texas

RATIFICATION AND CONFIRMATION

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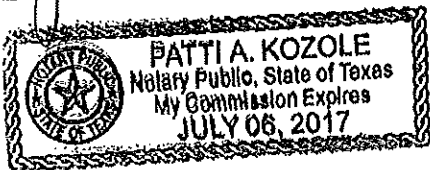
OWNER: [Signature] Name: TRAVIS WHITAKER

Date: 6/17/14 Owing Lot 13, Granite Ridge Ranch Subdivision Section

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 17 day of June, 2014, by TRAVIS WHITAKER.



[Signature] Notary Public, State of Texas

RATIFICATION AND CONFIRMATION

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OWNER:

*Robert C. Whitaker*

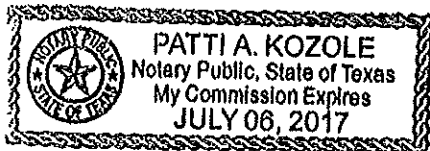
Name: ROBERT C. WHITAKER

Date: 6/17/14  
Owning Lot 10, Granite Ridge Ranch  
Subdivision Section \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 17 day of June, 2014, by ROBERT C. WHITAKER.



*Patti A. Kozole*  
Notary Public, State of Texas



RATIFICATION AND CONFIRMATION

The Undersigned, whether one or more, being the owner of the hereinafter described Lot(s) within Granite Ridge Ranch Subdivision, a subdivision composed of Sections 1, 2, and 3, out of two tracts of land, TRACT ONE containing 643.995 acres of land, more or less, J. GRAHAM SURVEY, Abstract No. 225, Grimes County, Texas, and TRACT TWO containing 11.815 acres of land, more or less, C. C. MEACHUM SURVEY, Abstract No. 513, both as more particularly described by metes and bounds in that certain Deed recorded in Volume 1194, Page 210, Real Property Records of Grimes County, Texas (the "Property"), for and consideration of the premises, hereby RATIFIES AND CONFIRMS the forgoing SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRANITE RIDGE RANCH SUBDIVISION, and agrees that the Property shall be subject to and burdened by the provisions contained in the foregoing Second Amended and Restated Covenants, Conditions, and Restrictions.

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OWNER:

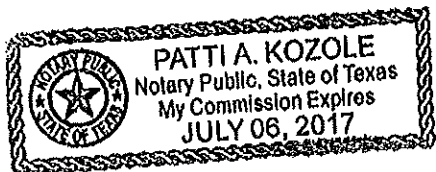
Wayne Gloyer  
Name: WAYNE GLOYER

Date: 6/19/14  
Owning Lot 1, Granite Ridge Ranch  
Subdivision Section \_\_\_\_

THE STATE OF TEXAS §

COUNTY OF Harris §

Patti This instrument was acknowledged before me on the 19 day of June, 2014, by WAYNE GLOYER.



Patti A Kozole  
Notary Public, State of Texas

**RATIFICATION AND CONFIRMATION**

The Undersigned, whether one or more, being the owner of the hereinafter described Lot(s) within Granite Ridge Ranch Subdivision, a subdivision composed of Sections 1, 2, and 3, out of two tracts of land, TRACT ONE containing 643.995 acres of land, more or less, J. GRAHAM SURVEY, Abstract No. 225, Grimes County, Texas, and TRACT TWO containing 11.815 acres of land, more or less, C. C. MEACHUM SURVEY, Abstract No. 513, both as more particularly described by metes and bounds in that certain Deed recorded in Volume 1194, Page 210, Real Property Records of Grimes County, Texas (the "Property"), for and consideration of the premises, hereby **RATIFIES AND CONFIRMS** the forgoing **SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRANITE RIDGE RANCH SUBDIVISION**, and agrees that the Property shall be subject to and burdened by the provisions contained in the foregoing Second Amended and Restated Covenants, Conditions, and Restrictions.

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OWNER:

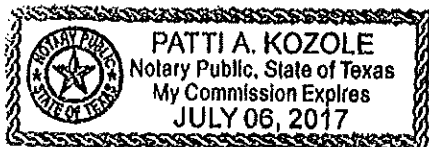
  
Name: PETER GLOYER

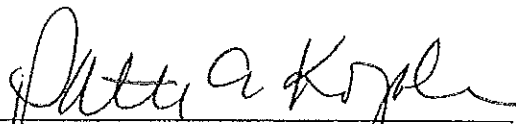
Date: 6/19/14  
Owning Lot 5, Granite Ridge  
Ranch Subdivision Section     

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 19 day of June, 2014, by PETER GLOYER.



  
Notary Public, State of Texas

RATIFICATION AND CONFIRMATION

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OWNER:

*[Handwritten Signature]*  
Name: ~~ART JOHNSON~~ ART JANSEN

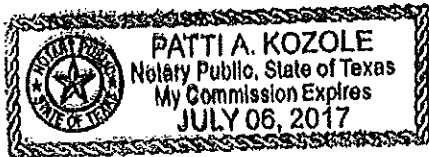
Date:

*6/19/14*  
Owning Lot 9, Granite Ridge Ranch  
Subdivision Section \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 19 day of June, 2014, by ART JOHNSON; JANSEN



*[Handwritten Signature]*  
Notary Public, State of Texas

RATIFICATION AND CONFIRMATION

The Undersigned, whether one or more, being the owner of the hereinafter described Lot(s) within Granite Ridge Ranch Subdivision, a subdivision composed of Sections 1, 2, and 3, out of two tracts of land, TRACT ONE containing 643.995 acres of land, more or less, J. GRAHAM SURVEY, Abstract No. 225, Grimes County, Texas, and TRACT TWO containing 11.815 acres of land, more or less, C. C. MEACHUM SURVEY, Abstract No. 513, both as more particularly described by metes and bounds in that certain Deed recorded in Volume 1194, Page 210, Real Property Records of Grimes County, Texas (the "Property"), for and consideration of the premises, hereby RATIFIES AND CONFIRMS the forgoing SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRANITE RIDGE RANCH SUBDIVISION, and agrees that the Property shall be subject to and burdened by the provisions contained in the foregoing Second Amended and Restated Covenants, Conditions, and Restrictions.

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OWNER:

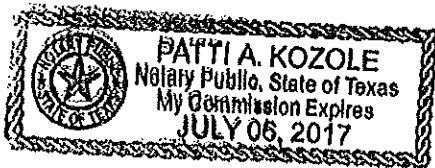
David Farrell  
Name: DAVID ~~FERML~~ FARRELL

Date: 6/19/14  
Owning Lot 2, Granite Ridge Ranch  
Subdivision Section \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 19 day of June, 2014, by DAVID ~~FERML~~ FARRELL



Patti A. Kozole  
Notary Public, State of Texas

RATIFICATION AND CONFIRMATION

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OWNER:

Brett D. Richardson  
Name: Brett D. Richardson

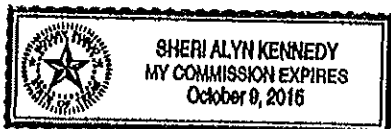
Traci L. Richardson  
Name: Traci L. Richardson

Date: 06-30-14  
Owning Lot 28, Granite Ridge Ranch  
Subdivision Section     

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 30<sup>th</sup> day of June, 2014, by Brett D. Richardson and Traci L. Richardson.



Sheri Alyn Kennedy  
Notary Public, State of Texas

RATIFICATION AND CONFIRMATION

The Undersigned, whether one or more, being the owner of the hereinafter described Lot(s) within Granite Ridge Ranch Subdivision, a subdivision composed of Sections 1, 2, and 3, out of two tracts of land, TRACT ONE containing 643.995 acres of land, more or less, J. GRAHAM SURVEY, Abstract No. 225, Grimes County, Texas, and TRACT TWO containing 11.815 acres of land, more or less, C. C. MEACHUM SURVEY, Abstract No. 513, both as more particularly described by metes and bounds in that certain Deed recorded in Volume 1194, Page 210, Real Property Records of Grimes County, Texas (the "Property"), for and consideration of the premises, hereby RATIFIES AND CONFIRMS the forgoing SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRANITE RIDGE RANCH SUBDIVISION, and agrees that the Property shall be subject to and burdened by the provisions contained in the foregoing Second Amended and Restated Covenants, Conditions, and Restrictions.

The Undersigned hereby agrees that the Second Amended and Restated Declaration shall be a be a covenant running with the Property and this Ratification and Confirmation shall binding upon the Undersigned, the Undersigned's heirs, legal representatives, successors, and assigns, and shall inure to the benefit of Vertiver II, LTD., Declarant, and all owners of Lots located within Granite Ridge Ranch Subdivision.

OWNER:

*Mark A. Carter*

Name: Mark A. Carter

*Sally J. Carter*

Name: Sally J. Carter

Date: June 26, 2014

Owning Lot 26, Granite Ridge Ranch Subdivision Section \_\_\_\_

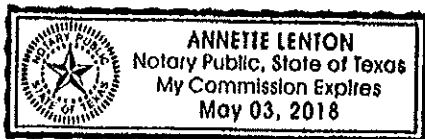
THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 26<sup>th</sup> day of June, 2014, by Mark A. Carter and Sally J. Carter.

*Annette Lenton*

Notary Public, State of Texas



RATIFICATION AND CONFIRMATION

The Undersigned, whether one or more, being the owner of the hereinafter described Lot(s) within Granite Ridge Ranch Subdivision, a subdivision composed of Sections 1, 2, and 3, out of two tracts of land, TRACT ONE containing 643.995 acres of land, more or less, J. GRAHAM SURVEY, Abstract No. 225, Grimes County, Texas, and TRACT TWO containing 11.815 acres of land, more or less, C. C. MEACHUM SURVEY, Abstract No. 513, both as more particularly described by metes and bounds in that certain Deed recorded in Volume 1194, Page 210, Real Property Records of Grimes County, Texas (the "Property"), for and consideration of the premises, hereby RATIFIES AND CONFIRMS the forgoing SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRANITE RIDGE RANCH SUBDIVISION, and agrees that the Property shall be subject to and burdened by the provisions contained in the foregoing Second Amended and Restated Covenants, Conditions, and Restrictions.

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OWNER:

Ronald E. Jackson  
Name: Ronald E. Jackson

Jena N. Jackson  
Name: Jena N. Jackson

Date: \_\_\_\_\_  
Owning Lot 25, Granite Ridge Ranch  
Subdivision Section \_\_\_\_

THE STATE OF TEXAS §

COUNTY OF Montgomery §

This instrument was acknowledged before me on the 27 day of June, 2014, by Ronald E. Jackson and Jena N. Jackson.

Karen Romero Olavey  
Notary Public, State of Texas

