

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
DEER RIDGE ESTATES SECTION ONE**

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THIS DECLARATION, made as of April 13, 1994, by HOLLEY-GUNIGANTI DEER RIDGE, LTD., hereinafter referred to as "Declarant";

**WITNESSETH**

WHEREAS, Declarant is the owner of a subdivision of 65.980 acres in the Elijah Votaw Survey, Abstract 823, Harris County, Texas, described in Exhibit "A" attached hereto (being hereinafter called and referred to as the "Property"), which has been heretofore platted and subdivided into that certain subdivision known and designated as DEER RIDGE ESTATES SECTION ONE, according to the map records of Harris County, Texas at Film Code Number 359077; and,

WHEREAS, Declarant desires to develop the Property for residential purposes and to provide and adopt a uniform plan of covenants, easements, restrictions, conditions, reservations, charges and liens designed to govern, control and preserve the values and amenities of the Property for the better development, improvement, sale, use and enjoyment of the Property.

WHEREAS, Declarant desires to provide for the maintenance of certain esplanades, buffers, entry markers, pedestrian greenbelts, and to this end desires to subject the Property to the covenants, easements, conditions, restrictions, reservations, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of any part thereof.

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said Property, to create a nonprofit corporation to which shall be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created.

WHEREAS, Declarant has incorporated, or will incorporate, the Deer Ridge Estates Property Owners Association, Inc., a nonprofit organization created under the laws of the state of Texas, and has established the bylaws by which said corporation shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid.

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NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following easements, restrictions, reservations, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon said Property and which shall run with the Property and be binding on all parties, now and at any time hereafter, 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 all of which shall inure to the benefit of each owner of any part of the Property.

#### ARTICLE I - DEFINITIONS

The following words, when used in the Declaration, shall have the following meanings:

SECTION 1. "Association" shall mean and refer to the Deer Ridge Estates Property Owners Association, Inc., a Texas nonprofit corporation, its successors and assigns.

SECTION 2. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot.

SECTION 3. "Common Area" shall mean and refer to any properties, real or personal, owned by the Association for the common use and enjoyment of Members of the Association.

SECTION 4. "Corner Lot" shall mean and refer to a Lot which abuts on more than one Street.

SECTION 5. "Declarant" shall mean and refer to HOLLEY-GUNIGANTI DEER RIDGE, LTD., its successors or assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purposes of development.

SECTION 6. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat intended for the construction of a residence excluding all reserve tracts shown on the Subdivision Plat, but including lots hereafter created by a replat of any reserve tract.

SECTION 7. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an Interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 9. "Properties" shall mean and refer to the real property within the jurisdiction of the Association including the property included in the plat of the Subdivision and additional lands added to the jurisdiction of the Association as provided herein.

SECTION 10. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Subdivision Plat.

SECTION 11. "Subdivision" shall mean and refer to DEER RIDGE ESTATES SECTION ONE, as set forth in the maps or plats thereof recorded at Film Code Number 359077 of the Map Records of Harris County, Texas, and together with any other real property made a part of the Subdivision, pursuant to Article X, Section 13 hereof.

SECTION 12. "Subdivision Plat" shall mean and refer to the recorded maps or plats of the Subdivision, and the plat of any other property that becomes subject to this Declaration and any replat, partial replat, or amendment of the above-described plats.

SECTION 13. "Offsite Recreation" shall mean and refer to any contractual rights or agreements the Association may have to use recreational facilities owned and operated by a community association other than the Community Association of Deer Ridge Estates.

SECTION 14. "Original Homeowner" shall mean and refer to any purchaser of a Lot from Declarant or a Builder on which a residence has been constructed.

ARTICLE II - ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Ronald Holley, Jill Holley and Prabhakar Guniganti, each of whom shall serve until his successor is appointed as hereinafter provided. The Committee shall be responsible for enforcing and maintaining the architectural integrity of improvements constructed on the Lots and the quality of workmanship and materials utilized in the construction of such improvements in conformance with the restrictions herein. An action approved by a majority of the members of the Committee shall be deemed to be an act of the Committee. The duties and powers of the Committee, its successors and the designated representatives as provided for hereinbelow, shall cease on the earlier of December 31, 2024, or the date upon which the Class B membership in the Association ceases, at which time the duties of the Committee shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Committee, the Declarant, by recorded written instrument, shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee.

The Committee shall meet from time to time as is necessary to perform its duties hereunder. The Committee shall report in writing to the Board of Directors all final actions of the Committee and the Board of Directors shall keep a permanent record of such reported action.

No person serving on the Committee shall be entitled to compensation for services performed; provided, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee; provided, further, however, the members of the Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses incurred by them in the performance of their

duties hereunder as the Board of Directors from time to time may authorize or approve.

SECTION 2. POWERS OF THE COMMITTEE. No building, structure or other improvements shall be commenced, erected, maintained or constructed on any Lot, and no exterior alteration therein shall be made until the site plan (including a survey of all trees six (6) inches in diameter or larger to remain on the Lot) and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity with the restrictions herein contained and harmony of external design and location in relation to existing structures and topography. In the event the Committee fails to approve or disapprove the site plan and plans and specifications for proposed improvements within forty five (45) days after submission of all such materials to the Committee, approval thereof shall be deemed to have been given; provided, however, failure to approve or disapprove such site plan and final working plans and specifications shall not be deemed to permit the construction of any improvements in a manner prohibited under the terms of this Declaration.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls or other screening devices, the number of trees [having a diameter of six (6) inches or greater] to remain on the Lot, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and acceptable exterior materials, colors and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Subdivision.

Where specifically granted the power by the provisions hereof, the Committee shall have the right, exercisable at its sole discretion, to grant variances to certain restrictions in specific instances where the Committee in good faith deems that such

variance does not adversely affect the architectural and environmental integrity of the Subdivision. The Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance. The Committee shall have no authority to grant any variance except in the instances expressly provided herein.

SECTION 3. NON-LIABILITY FOR COMMITTEE ACTION. No member of the Committee, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed an approval of, from any building or improvement from the standpoint of safety, whether structural or otherwise, or conformance with existing building codes, governmental laws or regulations. Furthermore, no member of the Committee, any member of the Board of Directors or the Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such individuals were acting on behalf of the Association, the Committee, the Board of Directors, or otherwise. Finally, nether Declarant, the Association, the Board of Directors, or the Committee, or its officers, agents, members or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof, or for failure to repair or maintain the same.

ARTICLE III - DEER RIDGE ESTATES  
PROPERTY OWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Declarant has caused, or will cause, the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, the general overall supervision of all of the affairs of and the promotion of the health, safety, and welfare of the residents within the Properties.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of three (3) Directors, which shall manage the affairs of the Association as specified in the By-Laws of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

SECTION 4. VOTING. The Association shall initially have two classes of voting membership:

- (a) CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all of such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
- (b) CLASS B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events; (i) when the total votes in the Class A membership equal the total votes in the Class B membership, or (ii) on DECEMBER 31, 2024.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION

FOR ASSESSMENTS. The Declarant, for each Lot within the Subdivision, hereby covenants and each Owner of any Lot, by acceptance of a deed therefrom, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

(a) annual assessments or charges; and

(b) special assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, if any, and for providing Off-Site Recreation. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: street lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, easements, and esplanades in the Properties; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in



connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; contracting with, and making payments to, other community associations for the providing members of the Association the use of swimming pools, tennis courts, playgrounds and other recreational facilities; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the lands within the Properties in neat and good order, or which they consider of general benefit to the Owners or occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. The maximum annual assessment per lot is hereby set at \$1,250.00 per year for the calendar year 1994. Thereafter, the maximum annual assessment may be increased by the Board of Directors of the Association at its sole discretion, by an amount equal to a ten percent (10%) increase over the maximum assessment for the previous year without a vote of the Members of the Association. Each year after 1994, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum. Annual assessments may be collected in advance on a monthly basis at the Board's election.

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of

defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant or a Builder and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all Lots on the earlier to occur of (i) the conveyance of a minimum of ten (10) Lots to a Builder and/or Owner or (ii) the conveyance of a Lot by a Builder or Declarant to an Original Homeowner. If the Board fixes an assessment for 1993, such assessment shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose Lot is subject to assessment. On or before

the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Except for the 1994 assessment, each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the original due date until paid at the lesser of eighteen percent (18%) per annum or the highest non-usurious rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the respective Lot or Lots. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

#### ARTICLE V - PROPERTY RIGHTS

##### SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT.

Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, if any, or any contractual rights the Association may have for Offsite Recreation, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any, or to charge a fee for the use of Offsite Recreation.
- (b) The Association shall have the right to borrow money and, with

the assent of two-thirds (2/3rds) of each class of Members, to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.

- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the voting rights and enjoyment rights to the Common Area, if any, or Offsite Recreation, of any Members for any period during which any assessment or other amount owed by such member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, if any, or the use and enjoyment of Offsite Recreation, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) Upon approval by two-thirds (2/3rds) of each class of Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area if any, to any public agency or authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of Members provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area if any, to public or private utility companies.

**SECTION 2. DELEGATION OF USE.** Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area if any, or to the use of the Offsite Recreation, to the members of his family, to his tenants who reside in the Subdivision, and to such other persons as may be permitted by the Association.

**SECTION 3. LIABILITY OF OWNERS FOR DAMAGE BY MEMBER.** Each

Member shall be liable to the Association for any damage to the Common Area or for any expense or liability incurred by the Association, to the extent not covered by insurance, that may be sustained by reason of the negligence or willful misconduct of such Member or for any violation by such Member of this Declaration for any of the rules or regulations adopted by the Board of Directors. The Association shall have the power to levy and collect an assessment against a Member, after notice and hearing, to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Declaration or of its rules and regulations, or for any increase in insurance premiums directly attributable to any such damage or any such violation.

SECTION 4. ASSOCIATION POWERS IN THE EVENT OF CONDEMNATION. If any Common Area or interest therein is taken under exercise of the power of eminent domain or by private purchase in lieu of condemnation, the award in condemnation or the price payable shall be paid to the Association, except to the extent payable to any mortgagee of any such property, or to any Lot Owner, to the extent such Common Area consists of an easement over the Lot of the Owner in question. The Association shall have the exclusive right to participate in such condemnation proceeding and to represent the interest of all Owners therein. Any award or funds received by the Association shall be held by the Association as determined by the Board of Directors, as a reserve for future maintenance, repair, reconstruction, or replacement of the Common Area or may be used for improvements or additions to or operations of the Common Area.

#### ARTICLE VI - USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial or manufacturing use be subordinate or incident to use of the premises as a residence; provided, however, an Owner of a Lot in the Subdivision may use his residence for professional or other home occupations such as the maintenance of a personal or professional library, the keeping of personal business or professional records or accounts, or for the handling of personal business or

professional telephone calls or correspondence so long as there are no external evidence thereof (such as signs, advertising a business, or consultations in person with clients or customers at the Lot), and no unreasonable inconvenience to such Owner's neighbors. No structure other than one single family residence and its outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, or apartment houses.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, a reasonable number of dogs, cats, or other household pets may be kept on a Lot, provided that they are not kept, bred, or maintained for any business purposes.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. Unless otherwise approved by the Committee, no boat, boat trailer, boat rigging, motor home, trailer, truck larger than a one ton pick-up, bus, inoperable automobile, or camper shall be parked or kept in the Street in front of or side of any Lot or on any Lot unless such vehicle is stored within a garage or otherwise screened from public view from all streets; provided, however, boats, boat trailers, boat riggings, motor homes, trailers, and campers may be temporarily parked in a driveway for a period not exceeding seventy-two hours in any thirty day period. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of seventy-two (72) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 10:00 p.m.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight-fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Streets.

SECTION 8. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

SECTION 9. NO FURTHER SUBDIVISION. No Lot or residential unit thereon in the Subdivision may be further subdivided, nor may any easement or other interest therein less than the whole (including any timeshare estate) be conveyed by the Owner thereof (including Associations) except for the retention of easements and common areas by the Declarant, without the prior written approval of the Committee. Nothing in this Section 9 of Article VI shall be deemed to prevent an Owner from, or



require the approval of the Committee for (a) selling or leasing of an entire Lot; or (b) transferring or selling any Lot to more than one (1) owner to be held by them as tenants in common, joint tenants, or tenants by the entirety.

#### ARTICLE VII ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence not more than three (3) stories shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage which shall contain not less than 600 square feet. Carports on Lots which do not have an enclosed garage are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. LIVING AREA REQUIREMENTS. The ground floor area of any one-story single family dwelling, exclusive of open porches and garages, shall contain not less than 3400 square feet. The ground floor area of any one and one-half story, two story or three story single family dwelling, exclusive of open porches and garages, shall contain not less than 2200 square feet, and the total living area of any one and one-half, two or three story single family dwelling, exclusive of porches and garages, shall contain not less than 3800 square feet.

SECTION 3. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Lot nearer to a Street than the minimum building setback lines shown on the Subdivision Plan and no building shall be located on any utility easement. No residence shall be located nearer than twenty (20) feet to an interior lot line. An attached garage located more than seventy (70) feet from the front lot line may be located no nearer than twenty (20) feet from any interior lot line. No residence or attached or detached garage shall be located nearer than twenty (20) feet to the rear lot line. A side loading garage cannot open at less than a ninety degree (90°) angle to the front lot line and shall be located no closer than thirty-five (35) feet to any interior lot line. A front hook-in garage cannot open at less than a ninety degree

(90°) angle to the front lot line and shall be located no closer than twenty (20) feet to any interior lot line. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence. Unless a garage opens from the sides or the rear of a Lot, other than a Corner Lot, a garage cannot be closer than seventy (70) feet from the property line of said Lot. Respecting Corner Lots, no garage door shall be permitted to open and face the front or side street of said Lot.

SECTION 4. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of any permitted structural or improvement thereunder, and provided construction is proceeding with due diligence, the Committee temporarily shall suspend the provisions of Article VI contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of the construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of the other properties within the Subdivision.

SECTION 5. TYPE OF CONSTRUCTION. Unless otherwise approved by the Committee, at least fifty-one percent (51%) of the exterior wall area of all residences below nine (9) feet above the foundation (excluding detached but not attached garages, gables, windows, and door openings) must be of masonry or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates frame construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

SECTION 6. TEMPORARY BUILDINGS. Unless otherwise approved by the Committee, temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and

storage areas to be used by Builders in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must be reconverted to a garage.

SECTION 7. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

SECTION 8. ROOF MATERIAL. Unless otherwise approved by the Committee, roofs of all residences shall be constructed so that the exposed material is wood shingles, tile, concrete, slate, or asphalt or composition type shingles of thirty (30) warranty or more weight with the color of the shingles receiving approval of committee prior to its installation.

SECTION 9. FENCES. No fence or wall shall be erected on any Lot nearer to the Street than the minimum building setback lines as shown on the Subdivision Plat. The erection of chain link fences is prohibited. Owners shall construct and maintain a fence or other suitable enclosure as approved by the Committee to screen from public view, yard equipment, and wood piles or storage piles. The construction or installation of walls, fences, and hedges by Owners shall be subject to the approval by the Committee in accordance with the provisions of this Declaration. The Owner shall be responsible for maintaining and repairing all perimeter walls, fences and hedges installed by such Owner for his Builder.

SECTION 10. GRASS AND SHRUBBERY. Unless otherwise approved by the Committee, the Owner of each Lot used as a residence shall solid sod with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then

the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Trees having a diameter of six (6) inches or greater shall not be removed without the consent of the Association. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

SECTION 11. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, provided such sign shall not include a photograph or likeness of any person. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 12. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within ten (10) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 13. EXTERIOR ANTENNAE. No radio or television wires or antennae shall be placed so as to be visible to public view from any street.

SECTION 14. SCREENING FENCES. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas, as shown on the Subdivision Plat, shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense.

SECTION 15. MINIMUM LOT SIZE IN RELATION TO RESIDENCE. Any person owning two or more adjoining Lots may consolidate such Lots into building sites with the privilege of constructing improvements permitted herein.

SECTION 16. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community. Furthermore, mailboxes shall meet the minimum standards of the United States Postal Service as to type, location and placement of the mailboxes.

SECTION 17. DISPOSAL UNITS. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 18. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from any street.

SECTION 19. DISH ANTENNAE. No electronic radio or television dish antennae or any other type of receiving or transmitting equipment shall be permitted on any Lot without Committee approval, as provided herein, and unless it is erected, placed, or mounted in such a manner that such antennae or other equipment are concealed completely from view from public or private streets or court yards.

SECTION 20. INTERFERENCE. No radio or television signals or any other forms of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception or television or radio signals upon any other Lot.

SECTION 21. CONTROL OF SEWAGE EFFLUENT. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed that would result in raw or untreated or unsanitary sewage being carried in the streets or into any body of water. No septic tank or other similar means of sewage disposal will be permitted.

SECTION 22. SOUND DEVICES. No horns, whistles, bells, or other sound devices except for security systems used excessively to protect a residence, shall be placed or used on any Lot or in any residence. This paragraph shall not preclude the

use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to the adjoining property.

SECTION 23. WIND GENERATORS. No wind generators shall be erected or maintained on any Lot that are visible for any adjacent property.

SECTION 24. SOLAR COLLECTORS. No solar collector shall be installed without the prior written approval of the Committee. Any such installation shall be in harmony with the design of the residence that is used in conjunction thereof. Solar collectors shall be installed in a location not visible from any public street in front of the residence.

SECTION 25. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

SECTION 26. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

SECTION 27. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. The Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all improvements thereon in a neat and habitable manner. In the event of damage to any improvements, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once finally commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board of Directors within sixty (60) days from the date of such destruction or damage. The Board of Directors shall rule on the Owner's application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a "hardship" extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Committee, so as to present a pleasing and attractive appearance.

ARTICLE VIII - EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plat or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

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SECTION 2. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An

underground electric distribution systems will be installed in that part of Deer Ridge Estates designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Deer Ridge Estates at the execution of this agreement between the company providing electrical service ("Company") and Declarant, or thereafter. This electrical distribution shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Lot Owner, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The Company shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Lot Owner, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground



Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type land size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, and neither Builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

SECTION 3. CABLE TELEVISION. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements and right-of-ways dedicated by the Subdivision Plat or by separate instruments pertaining to the Subdivision. Declarant does hereby reserve unto itself, its successors and assigns, the sole and exclusive right

to receive and retain all income, revenue or other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements.

ARTICLE IX - ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X - GENERAL PROVISIONS

SECTION 1. DURATION. This Declaration shall remain in full force and effect until December 31, 2024, and thereafter shall, as then in force, be extended automatically and without further notice, and without limitation, for successive periods of five (5) years each, unless modified or terminated in the manner hereinafter set forth.

SECTION 2. MODIFICATION OR TERMINATION. This Declaration may be modified or terminated at any time in any particular or terminated in its entirety by the recording in the Official Public Records of Real Property of Harris County, Texas of an amendment or termination instrument, signed by Owners representing two-thirds of the total votes in the Association.

SECTION 3. NOTICES. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing and any notice or submittal for approval required to be sent to the Committee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, Registered or Certified Mail, return receipt requested, to the following address: 19747 Highway 59 North, Suite 320, Humble, Texas 77338.

SECTION 4. VIOLATION OF RESTRICTIONS. Enforcement of the provisions hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory,

or to obtain any other relief authorized by law. Such enforcement may be by the Owner of any Lot or by the Declarant, its successors or assigns, or by the Association. The failure of any person entitled to enforce any of the provisions hereof to enforce the same shall in no event be deemed a waiver of the right to enforce this Declaration thereafter.

SECTION 5. VALIDITY OF DECLARATION. Invalidation of one or more of the covenants, conditions, reservations, or restrictions herein contained by judgment or court order or otherwise, shall in nowise affect any other of the covenants, conditions, reservations or restrictions which shall continue and remain in full force and effect.

SECTION 6. GOOD-FAITH LENDERS CLAUSE. Any violation of these restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot or any part thereof, which liens may be enforced in due course, subject to the covenants, conditions, reservations, and restrictions contained herein.

SECTION 7. CONFLICT WITH DEEDS OF CONVEYANCE. If any part of this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall control to the extent of such conflict.

SECTION 8. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 9. GENDER AND GRAMMAR. The singular whenever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 10. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 11. REPLATTING. Declarant shall have the right, but shall never be obligated, to re-subdivide into Lots, by recorded plat or in any lawful manner, any reserve tracts contained within the Subdivision and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

SECTION 12. ANNEXATION. Additional property may be annexed into the jurisdiction of the Association by recorded restrictions upon the consent of two-thirds (2/3rds) of each class of Members of the Association; provided, however, additional stages of development may be annexed by Declarant without such approval by the Members. The Owners of Lots in such annexed property, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Area that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to the annual maintenance assessment imposed hereby on a uniform, per Lot basis.

SECTION 13. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

SECTION 14. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for conveyance to an appropriate public or governmental agency of Harris County, Texas. In the event that

such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

SECTION 15. RIGHT OF ENTRY; ENFORCEMENT BY SELF-HELP. During reasonable hours subject to reasonable security requirements, the Association and their authorized agents and representatives shall have the right, in addition to and not in limitation of all of the rights it may have under this Declaration, to enter upon any Lot, including any improvements located thereon, for emergency, security, maintenance, repair, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or occupant of a Lot or improvements thereon. Authorized personnel of the Association performing outside lawn and landscape maintenance shall also have such right of entry. Any such entry shall constitute an authorized entry and the Declarant, the Association or their agents and representatives shall not be deemed guilty of trespass by reason thereof. In addition to any other remedies provided herein, the Association or its duly authorized agent shall have the power to enter upon any improvements or any portion of the Lots to abate or remove, using such force as is reasonably necessary, any improvement that is made to the Lot, other structures, or thing or condition that violates this Declaration, or any use restrictions. Unless in an emergency situation exists, such self-help shall be preceded by written notice. All costs of self-help, including reasonable attorneys' fees actually incurred, should be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments. All such entries shall be made with as little inconvenience to the Owner as is practicable in the judgment of the Association and any damages caused thereby (as distinguished from repairs with respect to which the Association is entitled to an assessment to be reimbursed) shall be borne by the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 19th day of May, 1994.

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HOLLEY-GUNIGANTI DEER RIDGE,  
LTD., a Texas Limited Partnership

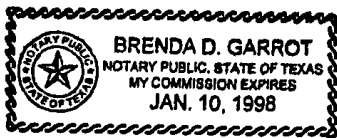
BY: DRE CORP., a Texas Corporation,  
General Partner

BY: *Ronald Holley, President*  
RONALD HOLLEY, President

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RONALD HOLLEY, President of DRE CORP., a Texas Corporation, the General Partner of HOLLEY-GUNIGANTI DEER RIDGE, LTD., a Texas Limited Partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of May, 1994.



*Brenda D. Garrot*  
NOTARY PUBLIC SIGNATURE

CONSENT OF LIENHOLDER

The undersigned, FRIENDSWOOD DEVELOPMENT COMPANY ("Friendswood") and KING RANCH, INC. ("King Ranch"), the sole owner and holder of existing liens created in a Special Warranty Deed ("Deed") recorded under Harris County Clerk's File No. P012676 and by a Deed of Trust ("Deed of Trust") recorded under Harris County Clerk's File No. P-012677, both dated December 18, 1992, executed by HOLLEY-GUNIGANTI DEER RIDGE, LTD. ("Holley"), a Texas Limited Partnership, for the benefit of Friendswood and King Ranch, such liens being upon and against the Lots and Common Area (as such terms are defined in this Declaration of Easements, Restrictions and Covenants, dated April 13, 1994, executed by Holley (the "Declaration") and other property (the "Property") described in Exhibit "A" to the Deed and Deed of Trust, agrees as follows:

1. Friendswood and King Ranch hereby consent to the Declaration and the execution thereon and hereby subordinate the liens of the Deed and Deed of Trust to the terms and provisions of the Declaration; provided, however, the foregoing subordination shall not constitute a subordination of the liens of said Deed and Deed of Trust to benefits and easement rights granted by the Declaration to the extent such rights and easements benefit any of the Lots or Common Areas, it being the specific intent of Friendswood and King Ranch that to the extent the Deed and Deed of Trust encumbers any Lot or Common Area, it shall also encumber all of the benefits and easement rights appurtenant to such Lot or Common Area created by the Declaration.

2. Friendswood and King Ranch shall retain, and the liens created by said Deed and Deed of Trust shall remain first and prior liens on all of the rights of Holley, as the Declarant, under the Declaration.

3. The liens of the Deed and Deed of Trust shall remain in full force and effect and shall continue to encumber all of the Property, subject to the subordination granted in paragraph 1 hereof, and nothing in this Agreement shall be construed as or operate as a release of all or any part of the Property from the liens, assignments and security interests of said Deed or Deed of Trust.

099-68-0354

*JL*

FRIENDSWOOD DEVELOPMENT  
COMPANY, acting herein for itself and  
on behalf of KING RANCH, INC.

BY: *Joseph L. Stunja*  
PRINTED NAME: Joseph L. Stunja  
TITLE: Vice President

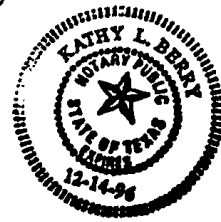
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THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 7<sup>th</sup> day of  
June, 1994, by Joseph L. Stunja, the  
Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an  
Arizona Corporation, on behalf of itself and on behalf of KING RANCH,  
INC.

*Kathy L. Berry*  
NOTARY PUBLIC SIGNATURE





099-68-0355

METES AND BOUNDS DESCRIPTION  
DEER RIDGE ESTATES SECTION ONE  
HARRIS COUNTY, TEXAS

Being a 65.980 acre tract of land situated in the Elijah Votaw Survey, Abstract 823, Harris County, Texas and being part of the same land described as Tract A in that certain deed dated December 18, 1992, from Friendswood Development Company and King Ranch, Inc. conveyed to Holley-Guniganti Deer Ridge Ltd. of record under File Number P012676, Film Code Number 116-52-2660, Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.). Said 65.980 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "SURVCON, INC." found marking the southwest corner of said Tract A in the northerly right-of-way (R.O.W.) line of Hamblen Road (80-foot wide) of record under File Number B491370, Film Code Number 068-16-1035, H.C.O.P.R.R.P., same being the southeast corner of Forest Cove Section 6, an unrecorded subdivision;

THENCE along the common line of said Tract A and said Forest Cove Section 6, N 02-10-40 W, 1979.49 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON, INC." found marking the northwest corner of said Tract A, same being the southwest corner of the Kingwood Diversion Ditch Parcel "C" of record under File Number H361522, Film Code Number 009-81-1404, H.C.O.P.R.R.P.;

THENCE departing said common line of Tract A and Forest Cove Section 6 and along the common line of said Tract A and said Kingwood Diversion Ditch Parcel "C", S 65-00-00 E, 1097.06 feet to a point for corner;

THENCE departing said common line of Tract A and the Kingwood Diversion Ditch Parcel "C", N 24-59-59 E, 250.00 feet to the southeast corner of Lot 17, Block 34, Trailwood Village Section Five, a subdivision of record in Volume 239, Page 87, Harris County Map Records;

THENCE along the southerly boundary line of said Trailwood Village Section Five, S 87-37-38 E, 64.98 feet to the southwest corner of Lot 1, Block 33 of said Trailwood Village Section Five in the arc of a non-tangent curve;

THENCE departing said southerly boundary line of Trailwood Village Section Five, 6.32 feet along the arc of a non-tangent curve to the right, having a central angle of 0-21-05, a radius of 1030.00 feet and a chord which bears S 24-49-26 W, 6.32 feet to a point of tangency for corner;

THENCE S 24-59-59 W, 269.87 feet to the beginning of a curve for corner;

THENCE 31.52 feet along the arc of a curve to the left, having a central angle of 72-14-19, a radius of 25.00 feet and a chord which bears S 11-07-11 E, 29.47 feet to a point of non-tangency for corner in the aforementioned common line of Tract A and the Kingwood Diversion Ditch Parcel "C";

THENCE along said common line of Tract A and the Kingwood Diversion Ditch Parcel "C", S 65-00-00 E, 1169.20 feet to a point for corner;

THENCE departing said common line of Tract A and the Kingwood Diversion Ditch Parcel "C", S 25-00-00 W, 242.90 feet to a point for corner;

THENCE S 00-05-05 W, 688.52 feet to a point for corner in the common line of aforementioned Tract A and Hamblen Road;

THENCE along said common line of Tract A and Hamblen Road, S 89-54-55 E, 280.00 feet to a point for corner;

THENCE departing said common line of Tract A and Hamblen Road, N 00-05-05 E, 75.00 feet to a point for corner;

THENCE S 89-54-55 E, 60.00 feet to a point for corner;

THENCE S 00-05-05 W, 75.00 feet to a point for corner in the aforementioned common line of Tract A and Hamblen Road;

EXHIBIT A

DEER RIDGE ESTATES SECTION ONE

099-68-0356

THENCE along said common line of Tract A and Hamblen Road, THE FOLLOWING:

N 89-54-55 W, 1687.60 feet to the beginning of a curve for corner;

188.18 feet along the arc of a curve to the left, having a central angle of 9-05-30, a radius of 1185.92 feet and a chord which bears S 85-32-20 W, 187.99 feet to a point of tangency for corner;

S 80-59-35 W, 195.04 feet to the beginning of a curve for corner;

207.66 feet along the arc of a curve to the right, having a central angle of 10-45-31, a radius of 1105.92 feet and a chord which bears S 86-22-20 W, 207.36 feet to the POINT OF BEGINNING and containing 65.980 acres of land.

Compiled by:

TURNER COLLIE & BRADEN INC.

Engineers . Planners

TEXAS Austin . Dallas . Fort Worth . Houston

COLORADO Denver

January 10, 1994

Job No. 22-02160-015

RECORD AND RETURN TO:  
WEYCER, KAPLAN, PULASKI & ZUBER, P.C.  
11 GREENWAY PLAZA  
1400 SUMMIT TOWER  
HOUSTON, TEXAS 77046

ATTENTION: ALBERT S. WEYCER

**EXHIBIT A**

099-68-0357.

FILED

94 JUN -9 PM 3: 17

COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS }  
I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped hereon by me; and was  
duly RECORDED, in the Official Public Records of Real Property of  
Harris County, Texas on

JUN 9 1994



*Beverly B. Hoffman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2010 JUN 10 10:00