



DOC #2021017403

WHEN RECORDED, MAIL TO:

Deer Haven Village Property Owners Association, Inc.
1712 N. Frazier, Suite 216
Conroe, Texas 77301

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
DEER HAVEN VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
(A Community Located in Montgomery County, Texas)**

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR DEER HAVEN VILLAGE, SECTION 1 AND SECTION 2**

Date: SEPTEMBER 30, 2020

Association: Deer Haven Property Owners Association, Inc., a Texas nonprofit corporation

Association's Address: 1712 N. Frazier, Suite 216, Conroe, Texas 77301

Property: All of Deer Haven Village, Sections 1 and 2, as described in the Restrictive Covenants described below.

The Covenants, Conditions, and Restrictions to be amended and restated are described in the following documents:

1. a Declaration of Restrictions and Covenants governing Property in Deer Haven Village Subdivision, filed for record under Clerk's File No. 8306968 of the Official Public Records of Montgomery County, Texas; and
2. an Extension of Restrictions for Deer Haven Village, Sections 1 and 2, filed for record under Clerk's File No. 2003-020927 of the Official Public Records of Montgomery County, Texas.

WHEREAS, the undersigned owners signing this document represent the majority of the total votes of the Members of the Deer Haven Village Property Owners Association, Inc. (the "Association") as defined in the Covenants, Conditions, and Restrictions cited in items 1 and 2 above (hereafter the "Restrictions"); and

WHEREAS, each owner below represents that they are a legal owner of property within the Association and a Member of the Association and have authority in the capacity stated; and

WHEREAS, this Amendment is executed pursuant to and in compliance with the Amendment requirements of the Restrictions; and

WHEREAS, the owners/members desire to amend and restate the Restrictions within the Subdivision.

The Restrictions are in all respects amended and replaced by this Amendment. In the event any terms or conditions in this Amendment conflict with the terms and conditions of the prior Restrictions, the terms and conditions of this Amendment shall prevail.

The Association certifies to the best of its knowledge that the signatures contained on the attached exhibits are the signatures of the owners of lots within the Subdivision and are the signatures of the person whom it subscribes to be. Said signature pages are attached hereto and are incorporated herein by reference.

Terms

NOW, THEREFORE, the undersigned hereby restate and amend the Restrictions as follows:

WHEREAS, this document is to provide for and adopt a uniform plan of covenants, easements, restrictions, conditions, dedications, reservations, charges and liens designed to govern, control and preserve the values of the Property for the better development, improvement, sale, use and enjoyment of the Property; and,

WHEREAS, the Association desires to be able to provide for the maintenance of roadways, fencing and entry if necessary and to enforce the deed restrictions, and to this end desires to subject the Property to the covenants, easements, conditions, dedications, 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; and,

WHEREAS, the Association has deemed it desirable, for the efficient preservation of the values and amenities in the 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; and,

WHEREAS, the Owners have incorporated Deer Haven Village Property Owners Association, Inc., a Texas nonprofit corporation, 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.

NOW, THEREFORE, the Association 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, dedications, 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 and each Owner of any other sections of Deer Haven Village that may be brought within the jurisdiction of the Association. These covenants of restrictions will remain in place until January 1, 2040, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots is filed for record in Montgomery County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

ARTICLE I - DEFINITIONS

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

“ACC” means the Architectural Control Committee established in this Declaration.

“Assessment” means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

“Association” shall mean and refer to Deer Haven Village Property Owners Association, Inc., a Texas nonprofit corporation, its successors and assigns.

“Common Area” shall mean and refer to any properties, real or personal, that are owned by the Association for the common use and enjoyment of Members of the Association.

“Corner Lot” shall mean and refer to a Lot which abuts on more than one street.

“Lot” shall mean and refer to any of the numbered lots shown on the Subdivision Plat.

“Member” shall refer to every person or entity that is an owner of a Lot.

“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 purchasers, but excluding those having an interest merely as security for the performance of an obligation or those owning only a mineral interest, or a royalty interest.

“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, including other sections of Deer Haven Village, added to the jurisdiction of the Association as provided herein.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

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

“Structure” means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” shall mean and refer to, Deer Haven Village, Sections 1 and 2.

“Subdivision Plat” shall mean and refer to the recorded map or plat of the Subdivision.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

ARTICLE II - ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. ESTABLISHMENT.

a. Purpose. The ACC (the “Committee”) is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.

b. Members. The ACC consists of at least 5 persons that serve on the Board. These positions of the Board shall consist of President, Vice President, Secretary & Treasurer, and 2 other board members. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant.

c. Term. ACC members serve for a term of 2 years unless removed by the other members of the Board, The Board has the power to stagger the terms of the Board or ACC so that the ACC can maintain continuity.

d. Standards. The Board is responsible to adopt standards and requirements that do not conflict with the other Governing Documents to carry out its purpose. The ACC is responsible to review plans and assure compliance with the standards promulgated by the Board. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

SECTION 2. PLAN REVIEW.

a. Required Review by ACC. No Residence or Structure may be erected on any Lot, or the exterior altered, or trees removed (trees larger than eighteen inches in diameter at the base of the tree), unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

b. Procedures

i. Complete Submission. Within 30 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. Deemed Approval. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 30 days after complete submission, the submitted plans and specifications are deemed approved.

iii. Address for Submission. All requests to the ACC should be directed to the address for the ACC listed in the Management Certificate, or the email of the Secretary, or in person to the Secretary if requested. If no address is listed for the ACC, then the request should be sent to the address for the Association listed in the Management Certificate.

c. Appeal. An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 5 days after the ACC's action. The Board shall determine the appeal within 30 days after timely notice of appeal is given. The determination by the Board is final.

d. Records. The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

SECTION 3. VARIANCES. 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 4. NON-LIABILITY FOR COMMITTEE ACTION. No member of the Committee, the Association, any member of the Board of Directors 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. 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, 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 officer or member of the Board of Directors 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, neither the Association, the Board of Directors, or the Committee, or their 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 HAVEN VILLAGE PROPERTY OWNERS ASSOCIATION

SECTION 1. ORGANIZATION. Deer Haven Village Property Owners Association, Inc. has been organized and formed as a nonprofit 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 Owners and residents within the Properties.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of Directors, which all manage the affairs of the Association as specified in the By-Laws of the Association. The number of Directors shall be as set out on the Bylaws of the Association, as amended from time to time.

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

SECTION 4. VOTING. Each Lot will be allowed one vote for each Lot.

ARTICLE IV - MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Association, imposes on each Lot or Tract within the Subdivision (each Owner shall only pay one assessment), and the Owner of each Lot or Tract, by acceptance of an interest to any property within Deer Haven Village, whether or not it shall be expressed in the Deed or other evidence of 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 (including fines levied by the Board of Directors of the Association for violations of the covenants, conditions and restrictions herein), 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, charge or fine, 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, charges and fines shall not pass to successors in title unless expressly assumed by them.

Maximum Assessment Payment per Owner: Each Owner is responsible to pay an annual assessment on only one Lot and any additional Lots are not charged . If an Owner owns more than one lot, then said Owner only pays one annual assessment per year.

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 Owners and residents in the Subdivision and Properties, for the improvement and maintenance of the Common Area, if any. 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, paths, easements, and esplanades in the Subdivision; 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; providing for the planting and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Area; 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 a 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 2020 annual charge of \$65.00 will become due on September 1, 2020 and delinquent as of October 1, 2020. For successive years the annual charge will be \$200.00 for each OWNER OF PROPERTY in Deer Haven Village subdivision irrespective of how many lots they may own; and will be due by January 31st of the same year. The amount may be adjusted according to the rules or bylaws of the Association. Interest on past due charges shall accrue at the rate of Ten (10%) percent per annum from date of delinquency. The charges shall be secured by a vendor's lien on the lots subject to such charge, and the Association shall be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. The maintenance charge shall remain effective until January 1, 2040, and shall be automatically be extended thereafter for successive periods of five (5) years; provided, that the property owners association may revoke such maintenance charge as of January 1, 2040 or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Montgomery County, Texas.

The Association shall have sole discretion as to how such money shall be used to comply with the provisions of this paragraph, for Deer Haven Village Subdivision.

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 Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the total votes of the

Members, 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. At the sole discretion of the Board, a special assessment may be levied subject to the following limitations: (1) can only exercise this right once every 5 years; and (2) amount cannot be more than twice the annual assessment amount.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action under Sections 3 or 4 above shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast thirty percent (30%) of all the votes of the 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 (½) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than (60) days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Both annual and special assessments on all Lots shall be fixed at uniform rates.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to each Lot on January 1st of each year. On or before the 31st day of December 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. If the Board of Directors does not fix the amount of the annual assessment for the next calendar year, it shall remain the same as the previous year's 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, charges or fines which are not paid when due, shall be delinquent. If an assessment, charge or fine 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 per cent (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, and/or against the then Owner of the subject Lot(s) 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, charge or fine as a 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, charges and fines 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; provided however, the Association may not foreclose the Association's lien if the debt secured by the lien consists solely of fines assessed by the Association or attorney's fees incurred by the

Association solely associated with fines assessed by the Association. 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/her Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgage, or trustee under any mortgage of deed of trust outstanding against the lot(s), at the time that the easement, agreements, restrictions, reservations or covenants are violated.

In order to encourage the granting of first mortgage liens on property within this subdivision, before the administrator may proceed to enforce its lien granted and reserved under these restrictions upon any property upon which there is outstanding a valid first mortgage lien, it shall be necessary that a sixty (60) day notice be sent to the nearest office of such first mortgage lien holder by registered mail of such intent, which notice may be a statement of the charges delinquent together with the notation "FINAL SIXTY (60) day notification to proceed to enforce maintenance fund lien". Upon request by any first lien mortgage holder, or proposed holder, the Association shall furnish, for the mortgage holder's file, and executed form relating the provisions of this paragraph to the applicable individual lot.

As hereinabove provided, the title to each Lot shall be subject to a lien securing the payment of all assessments, charges and fines due the Association, but the lien shall be subordinate to the lien of any purchase money first mortgage, construction loan, or home equity loan. The sale 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 shall extinguish the lien securing such assessment, charge or fine 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 shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot that is used as a residence shall be exempt from said assessments and charges.

ARTICLE V - PROPERTY RIGHTS

SECTION 1. LIABILITY OF OWNERS FOR DAMAGE BY MEMBER. Each Member shall be liable to the Association of 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 2. 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 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 (including reserve areas) is hereby restricted to residential dwellings for single-family residential use only, not to exceed two (2) stories in height. No commercial or manufacturing use shall be made of any of said Lots, even though such 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 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 evidences thereof (such as signs, advertising a business, outside consulting in person with clients or customers or employees at the Lot), and no unreasonable inconvenience to such Owner's neighbors. No structure other than a single family private residence with their close related family shall be constructed, placed on, or permitted to remain on any lot in the Subdivision.

No mobile homes, manufactured homes or modular homes will be permitted in the Subdivision or any property that gains access through Deer Haven Village.) All residences must have a fully enclosed or detached garage, or finished addition carport capable of accommodating at least two (2) vehicles. No mobile homes, travel trailers, manufactured homes or modular homes will be permitted 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 for anyone other than close relatives.

SECTION 2. ANIMALS AND LIVESTOCK. Owners of less than 1 acre of land will not be permitted to have anything other than regular household animals with a limit of two (2) dogs or cats per residence. All ownership of more than 1 acre will be permitted to have ranch style animals. However, no swine will be kept in the view or smell of the neighbors and there will be no more than one (1) per one acre of land with proper fencing. Goats may be kept as long as there are no more than two (2) per one acre of land and the smell is not a nuisance to the neighbors. With poultry there will be permitted hens only that may be kept as long as there is no more than ten (10) per one acre of land and kept within the owner's land. A maximum of one (1) full size horse, donkey, or cow per one acre will be permitted. A maximum of four (4) ponies per 1 acre of land

may be kept. Consistent with its use as a ranch style residence, a maximum of four (4) dogs, cats, or other household pets may be kept per one acre of land. If these household animals have offspring, the additional animals must be relocated before they reach 12 weeks in age. All animal houses must be located in the back yard. All other animals that may be in harmony with the general use of the neighborhood must be approved by the ACC before being kept on any Lot.

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. Absolutely, at no time will nonlandowners be allowed to come into the subdivision and be a nuisance of any kind and will leave when asked to do so.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. Unless otherwise approved by the Committee, no boat, boat trailer, boat rigging, trailer, truck larger than a one ton pick-up (including commercial vans), bus, inoperable automobile, or camper or RV shall be parked or kept in the street in front of or on the outside of any Lot unless it is a culdesac owned by one owner. It is prohibited at any time to park in the roadways where it may impede travel of two cars from both directions. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles unless in their own land, driveways or garages.

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 7:00 p.m.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, 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. Equipment used for the temporary storage may not stay on lot more than 30 days during unless otherwise approved by the Board of Directors. 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 in the view of the street or neighbors, 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 or out of view from the street or neighbors. Under no circumstances shall building materials be placed or stored on the street.

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. LOT AREA AND FUTURE LOT RE-SUBDIVISION. Lots may NOT be re-subdivided into building sites comprised of a part of one or more lots as platted. ALSO, no dwelling shall be erected or placed upon any building site containing less than 21,780 (0.50 acre) square feet in area. There shall be no residence erected upon any lot containing less than 21,780 square feet in area unless otherwise approved by the Association.

SECTION 10. MAINTENANCE OF LOT; LANDSCAPING AND DITCHES. Owners shall regularly mow all Lots such that the grass and other vegetation are never permitted to exceed twelve (12) inches in height. The Lot Owner shall also maintain, in a similar manner, the area between the property line and the pavement of a street, and all areas on the sides or back of the residence. All drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipes and a minimum of eighteen (18") inches in diameter, unless the depth of the ditch shall require a larger size for proper drainage.

Property of more than 1 acre may be used as pasture land and will be exempt from the need of being cut regularly. All drainage ditches adjoining the property owner shall be cut and maintained in the same manner and shall be unobstructed at all times. If any lot is used for storage of materials and equipment, it must be kept and stored in an organized and attractive way. In no event shall any lot be subject to an accumulation of garbage, trash or rubbish of any kind. During construction, the site will be kept neat and clean with an attractive appearance.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after Twenty (20) days written notice thereof, DEER HAVEN VILLAGE PROPERTY OWNERS ASSOCIATION, INC. or its successors and assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, and rubbish or do any other thing necessary to secure compliance with these Restrictions in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof.

ARTICLE VII - ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Only one residence shall be built on each Lot. A second dwelling or residence will be allowed if the characteristics of the lot are appropriate, the aesthetics of the dwellings are in harmony and approval of the Committee. There shall be no tents, shacks, garages, trailers, buses, or other outbuildings erected or placed on any of said Lots to be used at any time as a residence, and all of the outbuildings must be kept painted and in a state of good appearance and repair at all times. No building shall be erected or placed on any Lot that has not been first approved by the Committee. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. All barns should be built with the materials and general appearance of the subdivision and in harmony with existing structures.

SECTION 2. LIVING AREA AND CONSTRUCTION REQUIREMENTS. All one (1) story residences, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters, or lofts with less than 8 feet of exterior wall shall not be less than 1,900 square feet, unless otherwise approved by the Committee. All (2) story residences must have a minimum of 1,200 square feet on the first floor and meet the total living space square foot requirement of 1,900 square feet. Living space square foot will be defined as living space with a minimum of 8 feet exterior wall with central air conditioning, sheet rock, paint, and flooring (flooring will include stained concrete). The main structure and garages must be built on a concrete slab. There will be a minimum of 20% brick or stone on the exterior wall unless otherwise approved by the ACC. All workmanship, including paint, roofing, and siding will be in harmony with the majority of the existing structures in Deer Haven Village.

All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceilings, and doors completed and covered with paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile, stained concrete (or similar floor covering) shall be completed not later than (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 plans are approved.

ROOF:

1. All buildings shall be roofed with composition shingles or metal roofing unless otherwise approved in writing by the Architectural Control Committee.
2. Composition shingles must have a stated warranty of at least 25 years. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark/light brown or dark/light gray tones. Blue, green, red and white colors are not allowed unless otherwise approved by the ACC.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Control Committee, an owner may install shingles (“Alternative Shingles”) which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or

- c. provide solar energy capture capabilities.
- 8. Once installed, any such Alternative Shingles must:
 - a. resemble the shingles used or authorized to be used on other structures within the Subdivision; and
 - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Subdivision; and
 - c. match the aesthetics of properties surrounding the owner's property.

SECTION 3. LOCATION OF BUILDINGS 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 residence or other building shall be located on any Lot nearer to the front or rear boundary lines or nearer to the side boundary lines than the minimum building setback lines as shown or referenced on the Subdivision Plat. In any event, no building shall be located on any residential building plat nearer than ten (10) feet to the front lot line, nor nearer than ten (5) feet to any side street line, unless otherwise noted on the recorded plats, nor nearer than five (5) feet to the rear lot line, nor nearer than five (5) feet to any side lot line.

Residential buildings on corner lots shall face the street upon which the lot fronts as shown by the recorded map of the subdivision. The front of the lot is the property line having the smallest dimension on a street. On certain irregular shaped corner lots, the facing of the residence is hereby declared to be under the supervision and control of the Architectural Control Committee hereinbefore named.

Fences may be erected, placed, altered, or maintained on the property line as surveyed in accordance with the recorded plat of the subdivision. Also, no fence or wall shall be erected, placed, altered, or maintained at any other location without written approval of the Architectural Control Committee. The structures shall be of the quality, workmanship or materials that are in harmony with the majority of the existing structures in the subdivision. Any existing fence, wall, deck, or gazebo that has been there for more than 4 years is considered approved and deemed fully satisfied as long as it is not being replaced.

SECTION 4. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of any permitted structure or improvement thereunder, and provided construction is proceeding with due diligence, the Committee may temporarily suspend the provisions of Article V 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. TEMPORARY BUILDINGS. No structure of temporary character, trailer, basement, tent, shack, garage or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. The ACC may temporarily suspend the use of travel trailers as a temporary residence for no more than 1 year.

SECTION 6. FENCES.

- a. The construction or installation of walls, fences and/or hedges shall be subject to the approval of the Architectural Control Committee in accordance with the provisions of the Declaration. All fencing should be in harmony with the materials used in the general scope of the neighborhood.
- b. All walls or fences shall be a maximum of Six (6) foot privacy fencing unless otherwise approved by the ACC.
- c. Privacy fences will only be permitted to enclose the back yard. If the owner has multiple lots the ACC may approve the privacy fencing of multiple lots to give privacy to the larger backyard.
- d. The Owner shall be responsible for maintaining and repairing all walls, fences and hedges located on the Owner's Lot.
- e. Cyclone fencing is not permitted and full barbed wire fencing is only permitted on property that consist of more than 2 acres of land.

SECTION 7. GRASS AND SHRUBBERY. Grass and weeds shall be kept mowed so that the height from the ground level up does not exceed twelve (12) inches. Shrubs and preserved natural area and other landscaping must be kept in a neat and attractive manner and is subject to committee approval at the discretion of the Committee. If the height of the grass on a Lot exceeds twelve (12) inches and after ten (10) days written notice to Owner of his violation of these covenants and said condition remains, the Association by its representative shall have the right of entry onto the property for the purpose of mowing the grass and/or underbrush with the Owner being billed for the expense. If the expense remains unpaid for thirty (30) days, the unpaid account shall be considered an assessment and subject to collection as set out under Article IV Section 8 herein. 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 damages caused by such removal. Tree removal is subject to ACC approval for any existing resident when making changes to the property that requires removal of trees having a diameter of Twenty-Four (24) inches or greater. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment.

SECTION 8. GARAGES. All garages must comply with setback lines. Forward facing garages cannot be closer to the setback line than the front of the residence, as stated in Article VII, Section 3.

SECTION 9. 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 five (5) square feet advertising the particular Lot on which the sign is situated for sale or rent. Political signs may be kept during the time of the campaign. In addition, the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 10. TRAFFIC SIGHT AREAS. No privacy fence, wall, hedge, or shrub planting which obstructs sight is permitted to remain on any Corner Lot within ten (10) feet of the point formed by the intersection of the corner property lines of such Lot.

SECTION 11. CONSOLIDATION OF LOTS. Any person owning two or more adjoining Lots may consolidate such Lots into a single building site with the privilege of constructing improvements permitted herein. The resulting building site shall be considered a single Lot for all purposes, including the minimum setback lines, voting and the payment of annual maintenance assessments and special assessments.

SECTION 12. MAILBOXES. All Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

SECTION 13. 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 14. INTERFERENCE. No radio or television signal or any other forms of electromagnetic radiation shall be permitted to originate from any Lot that unreasonable interferes with the reception of television or radio signals upon any other Lot.

SECTION 15. WATER SUPPLY. No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the Properties and all indoor toilets and baths shall be installed with and connected to a private sewer system with appropriate government permits. Temporary toilets may be used during initial construction of the residence.

SECTION 16. SOUND DEVICES. No horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect a residence, shall be placed or used on any Lot or on any residence. This paragraph shall not preclude the use of outdoor speakers for hi-fi's, stereos, or radios if the sound level is maintained at a reasonably low level with respect to the adjoining property.

SECTION 17. TRASH OR WASTE DISPOSAL. The Association may enter into contracts with a commercial waste disposal company that grants that company the exclusive right for the trash collection and waste disposal in the Subdivision. Owner shall be responsible to contract individually with such company for the collection and removal of Owner's trash or waste from the Subdivision.

SECTION 18. 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 it used in conjunction with.

SECTION 19. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities that 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 20. CLOTHESLINES. All clotheslines must be set behind any residence, completely concealed from public view from any street.

SECTION 21. 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, 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 the restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The 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 Association, or their agents and employees shall not be liable and are hereby expressly relived from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

SECTION 22. DAMAGE OR DESTRUCTION OR 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 law or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and once 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 of 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-STREETS AND EASEMENTS

SECTION 1. ROADS AND STREETS. The roads and streets in the Subdivision are a combination of private and county maintained roads.

Subject to the terms and conditions of this Section, the roads and streets in the Subdivision as shown on the Subdivision Plat are hereby dedicated as utility easements strictly for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electric power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utilities in, across and/or under the Property. The

dedication of the roads and streets as utility easements shall not affect operation of the roads and streets in the Subdivision.

SECTION 2. UTILITY EASEMENTS. There are dedicated and reserved permanent unobstructed easements as shown on the recorded plat of Deer Haven Village Subdivision across certain designated portions of various lots therein upon, under and through which to construct and maintain water, telephone, and electric light service and other public utilities, which said easements shall be a burden and charge against such lots in Deer Haven Village Subdivision, by whomsoever owned, and there is also dedicated and reserved an unobstructed aerial easement for utilities five (5') feet wide and from a plane twenty (20') feet above the ground upward located adjacent to all easements shown on the above mention recorded plat.

The Association may choose to use the maintenance charge to cover the cost of energy to operate the street lighting system to be installed in and upon the property above described as outlined under the provisions of Sam Houston Electric. This charge is in addition to all other charges such lot owners may incur for electric service.

The Property Owners Association, through its duly organized and elected board of directors, reserves the right, at anytime and from time to time, to make changes in and additions to, the above easements for the purpose of efficiently and economically installing any necessary improvements. The Property Owners Association, through its duly organized and elected board of directors, reserves the right, at any time and from time to time, to grant, dedicate, reserve or otherwise create easements for public utility purposes, (including without limitation gas, electricity, telephone, internet, and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, along and on either or both side of any side lot line, which such easement shall have a maximum width of five (5) feet on each side of such side Lot line.

The utility easements shown hereon include the right to remove all trees with the easements.

All utility easements shown hereon include the right to trim overhanging trees and shrubs located on the property belonging to or being a part of this subdivision.

SECTION 3. UTILITY RESERVATIONS. The following reservations and easements shall be considered a part of and be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots in Deer Haven Village Subdivision.

- A. The Association shall have the right to construct, erect, and maintain over, along, upon and under the several streets, drives, lanes, roads, easements and reserve areas, as shown on the above mentioned plat of Deer Haven Village Subdivision, wires, poles for the purpose of constructing and maintaining a system of electric lights, power, internet, and telephone lines and connections; and to construct, lay and maintain along, in and under an all of said streets, lanes, drives, roads, easements and reserve areas all pipe, conduits, valves and other necessary and property equipment for the construction of systems of drainage, sewage and water supply (retaining also the right to grant or deny to area beyond said subdivision connection

privileges on said drainage, sewage, streets, or water systems), gas light and power, and therein; and for all other purposes incident to the development and use of said property as a community unit and subdivision.

- B. It is agreed and understood that the title conveyed to any lot or parcel of land in said subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, internet electric lights, electric power, telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by the Association ,or any public utility companies through, along or upon any portion of the herein the right to maintain, repair, sell or lease such lines, utilities, and appurtenances is hereby expressly reserved by the Association..

ARTICLE IX-ENFORCEMENT.

SECTION 1. STANDING TO ENFORCE; REMEDIES. 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. Owners shall not have the right to enforce annual assessments and special assessments. 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. Nothing herein shall be construed as imposing any obligation on the Association or any Owner to enforce the covenants, conditions, restrictions or liens contained herein.

SECTION 2. FINES FOR VIOLATIONS. The Association may assess fines for violations of the By-Laws of the Association, any architectural design guidelines promulgated by the Committee, any rules and regulations adopted by the Association relating to use of the Common Area, and the restrictive covenants contained in this Declaration (other than non-payment or delinquency in assessments) in amounts to be set by the Board of Directors, which fines shall constitute a lien on each Lot of the Owner against whom such fine is imposed, and such fines shall be recoverable in the same manner as the annual and special assessments; provided however, the Association may not foreclose the Association's lien if the debt secured by the lien consists solely of fines assessed by the Association or attorney's fees incurred by the Association solely associated with fines assessed by the Association. The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

ARTICLE X-GENERAL PROVISIONS.

SECTION 1. DURATION. This Declaration shall remain in full force and effect until December 31, 2040 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. AMENDMENT, MODIFICATION OR TERMINATION. This Declaration may be amended or modified at any time in any particular or terminated in its entirety by a vote of Owners representing a majority of the total votes of the Members of the Association and the

recording in the Official Public Records of Real Property of Montgomery County, Texas of an amendment or termination instrument.

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 or said notice may be sent to the registered email address for an Owner.

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 violations 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 Association. Additionally, the Association may enforce the restrictive covenants herein contained by the assessment of fines as provided in Section 2 of Article IX above. 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 no way affect any of the other covenants, conditions, dedications, 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, dedications, 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, dedications or restrictions within the prior deed of conveyance shall control to the extent of such conflict as to that portion of the Property only.

SECTION 8. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provision, 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. ANNEXATION. Additional property may be annexed into the jurisdiction of the Association by recorded restrictions upon the consent of two-thirds (2/3rds) of the total votes of the Members of the Association. 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 Areas, if any, 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 12. 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 covenant, conditions, and restrictions applicable to the properties of the other association, as one scheme. However, such merger or consolidation shall not affect 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 Owners representing a majority of the total votes of the Members of the Association

SECTION 13. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of all Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for conveyances to an appropriate public or governmental agency of Montgomery 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 devoted to such similar purposes.

SECTION 14. RIGHT OF ENTRY; ENFORCEMENT BY SELF-HELP. After 90 days of non-compliance with written notice, and during reasonable hours subject to reasonable security requirements, the Association and its 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 Associations' 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 any emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or occupant of a Lot. 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 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 Lot to abate or remove, using such force as is reasonably necessary, any improvement that is made to the Lot, other structures, thing or condition that violates this Declaration, or any use restrictions. Unless an emergency situation exists, such self-help shall be preceded by written notice. All costs of self-help, including

reasonable attorney's fees actually incurred, shall 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 and lien to be reimbursed) shall be borne by the Association.

SECTION 15. EASEMENT CONDITIONS

As condition of any property that gains easement through Deer Haven Village platted roads, all conditions of these restrictions will apply to that easement and any property that the easement is granted to. It is up to the discretion of the Board of Directors to grant access to property through this subdivision. THESE CONDITIONS AND APPROVAL MUST BE MET BEFORE THE EASEMENT IS GRANTED.

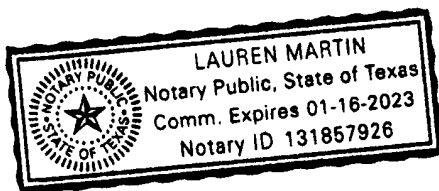
IN WITNESS WHEREOF, the undersigned, has executed this Amendment this the 30 day of September, 2020.

Deer Haven Village Property Owners Association,
Inc.

By: James Wiggins
James Wiggins, President

STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me on September 30, 2020, by James Wiggins, President of Deer Haven Village Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Lauren Martin
Notary Public State of Texas

VOTE ON ADOPTION OF AMENDED DEED RESTRICTIONS

**I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER
HAVEN VILLAGE PROPERTY OWNERS ASSOCIATION, INC. TO THE ORIGINAL
RESTRICTIONS AND COVENANTS FILED FOR RECORD IN CLERK'S NO. 8306968 OF THE
OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS. I AFFIX MY
SIGNATURE BELOW AS MY VOTE ON SUCH PROPOSAL AND AUTHORIZE THE
ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDMENT TO BE DULY
FILED AND RECORDED, IF PASSED, WITH THE OFFICIAL PUBLIC RECORDS OF
MONTGOMERY COUNTY, TEXAS.**

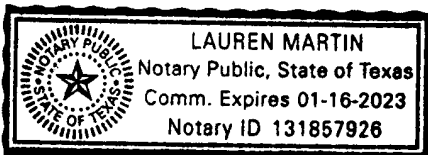
PRINT NAME: JAMES WIGGINS (34 LOTS)

ADDRESS: 8882 DEER HAVEN CIR, WILLIS, TEXAS 77378

PROPERTY DESCRIPTION: DEER HAVEN VILLAGE, SECTION 1 & 2, LOTS 13A, 13B, 18A, 18B, 19A,
19B, 20A, 20B, 21A, 21B, 22A, 22B, 23A, 23B, 24A, 24B, 25A, 25B,
26A, 26B, 27A, 27B, 28A, 28B, 29A, 29B, 30A, 30B, 31A, 31B, 11A, 11B
12A, 12B

WITNESS MY HAND ON July 29, 2020.

APPROVAL OF THE PROPOSED REVISIONS:



Lauren Martin

James W. Wiggins
Owner Signature

Owner Signature

REJECTION OF THE PROPOSED REVISIONS:

Owner Signature

Owner Signature

VOTE ON ADOPTION OF AMENDED DEED RESTRICTIONS

I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER HAVEN VILLAGE PROPERTY OWNERS ASSOCIATION, INC. TO THE ORIGINAL RESTRICTIONS AND COVENANTS FILED FOR RECORD IN CLERK'S NO. 8306968 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS. I AFFIX MY SIGNATURE BELOW AS MY VOTE ON SUCH PROPOSAL AND AUTHORIZE THE ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDMENT TO BE DULY FILED AND RECORDED, IF PASSED, WITH THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS.

PRINT NAME: COLONY RIDGE LAND C/O ROBIN LANE ¹⁷~~16~~ LOTS

ADDRESS: P.O. BOX 2472, CONROE, TEXAS 77305

PROPERTY DESCRIPTION: DEER HAVEN VILLAGE, SECTION 2, LOTS 10A, 10B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 19B
DEER HAVEN VILLAGE, SECTION 1, LOTS 2A, 47, 28

WITNESS MY HAND ON 28th, 2020.

APPROVAL OF THE PROPOSED REVISIONS:

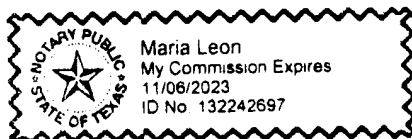
Robin Lane
Owner Signature

Owner Signature

REJECTION OF THE PROPOSED REVISIONS:

Owner Signature

Owner Signature



Maria Leon

VOTE ON ADOPTION OF AMENDED DEED RESTRICTIONS

**I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER
HAVEN VILLAGE PROPERTY OWNERS ASSOCIATION, INC. TO THE ORIGINAL
RESTRICTIONS AND COVENANTS FILED FOR RECORD IN CLERK'S NO. 8306968 OF THE
OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS. I AFFIX MY
SIGNATURE BELOW AS MY VOTE ON SUCH PROPOSAL AND AUTHORIZE THE
ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDMENT TO BE DULY
FILED AND RECORDED, IF PASSED, WITH THE OFFICIAL PUBLIC RECORDS OF
MONTGOMERY COUNTY, TEXAS.**

PRINT NAME: ROBIN LANE (5 LOTS)

ADDRESS: 9379 DEER HAVEN CIR, WILLIS, TEXAS 77378

PROPERTY DESCRIPTION: DEER HAVEN VILLAGE, SECTION 1 & 2, LOTS 1, 1A, 48A, 48B, 49

WITNESS MY HAND ON July 28, 2020.

APPROVAL OF THE PROPOSED REVISIONS:

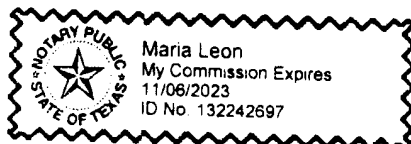
Robin Lane
Owner Signature

Owner Signature

REJECTION OF THE PROPOSED REVISIONS:

Owner Signature

Owner Signature



Maria Leon

VOTE ON ADOPTION OF AMENDED DEED RESTRICTIONS

I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER HAVEN VILLAGE PROPERTY OWNERS ASSOCIATION, INC. TO THE ORIGINAL RESTRICTIONS AND COVENANTS FILED FOR RECORD IN CLERK'S NO. 8306968 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS. I AFFIX MY SIGNATURE BELOW AS MY VOTE ON SUCH PROPOSAL AND AUTHORIZE THE ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDMENT TO BE DULY FILED AND RECORDED, IF PASSED, WITH THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS.

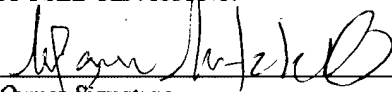
PRINT NAME: MELANIE MITCHELL (3 LOTS)

ADDRESS: 9317 DEER HAVEN CIR, WILLIS, TEXAS 77378

PROPERTY DESCRIPTION: DEER HAVEN VILLAGE, SECTION 2, LOTS 1B, 2, 3

WITNESS MY HAND ON July 30, 2020.

APPROVAL OF THE PROPOSED REVISIONS:


Owner Signature

Owner Signature

REJECTION OF THE PROPOSED REVISIONS:

Owner Signature

Owner Signature





VOTE ON ADOPTION OF AMENDED DEED RESTRICTIONS

I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER HAVEN VILLAGE PROPERTY OWNERS ASSOCIATION, INC. TO THE ORIGINAL RESTRICTIONS AND COVENANTS FILED FOR RECORD IN CLERK'S NO. 8306968 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS. I AFFIX MY SIGNATURE BELOW AS MY VOTE ON SUCH PROPOSAL AND AUTHORIZE THE ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDMENT TO BE DULY FILED AND RECORDED, IF PASSED, WITH THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS.

PRINT NAME: FRANCES LANE (3 LOTS)

ADDRESS: 9175 DEER HAVEN CIR, WILLIS, TEXAS 77378

PROPERTY DESCRIPTION: DEER HAVEN VILLAGE, SECTION 2, LOTS 4, 5, 6A

WITNESS MY HAND ON July 26, 2020.

APPROVAL OF THE PROPOSED REVISIONS:

Frances H. Lane
Owner Signature

Owner Signature

REJECTION OF THE PROPOSED REVISIONS:

Owner Signature

Owner Signature



M. Leon

VOTE ON ADOPTION OF AMENDED DEED RESTRICTIONS

**I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER
HAVEN VILLAGE PROPERTY OWNERS ASSOCIATION, INC. TO THE ORIGINAL
RESTRICTIONS AND COVENANTS FILED FOR RECORD IN CLERK'S NO. 8306968 OF THE
OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS. I AFFIX MY
SIGNATURE BELOW AS MY VOTE ON SUCH PROPOSAL AND AUTHORIZE THE
ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDMENT TO BE DULY
FILED AND RECORDED, IF PASSED, WITH THE OFFICIAL PUBLIC RECORDS OF
MONTGOMERY COUNTY, TEXAS.**

PRINT NAME: GLEN SIMONEAUX (3 LOTS)

ADDRESS: 9093 DEER HAVEN CIR, WILLIS, TEXAS 77378

PROPERTY DESCRIPTION: DEER HAVEN VILLAGE, SECTION 2, LOTS 6B, 7A, 7B

WITNESS MY HAND ON July 26, 2020.

APPROVAL OF THE PROPOSED REVISIONS:

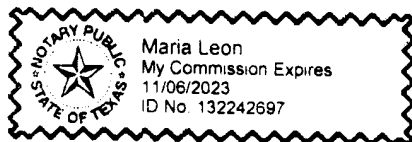
Glen C. Simoneaux
Owner Signature

Owner Signature

REJECTION OF THE PROPOSED REVISIONS:

Owner Signature

Owner Signature



Maria Leon

FILED FOR RECORD
02/09/2021 02:37PM

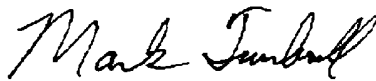


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

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

02/09/2021



County Clerk
Montgomery County, Texas