

V711987

04/05/02 300731040 V711987

467.00

*Restra*  
*67*

**DECLARATION**

**OF**

**COVENANTS,**

**CONDITIONS**

**AND**

**RESTRICTIONS**

**FOR**

**SADDLE RIDGE ESTATES**

**CYPRESS, TEXAS**

558-66-8552

**FILED**

2002 APR -5 PM 4: 10

*Bonny L. Keifman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

# TABLE OF CONTENTS

## ARTICLE I - DEFINITIONS

Section 1.	Architectural Review Committee	1
Section 2.	Association	2
Section 3.	Board of Directors	2
Section 4.	Common Areas	2
Section 5.	Common Open Area	2
Section 6.	Covenants	2
Section 7.	Conveyance	2
Section 8.	Declarant	2
Section 9.	Easements	2
Section 10.	Lot	2
Section 11.	Member	2
Section 12.	Owner	2
Section 13.	Private Streets	2
Section 14.	Property	3
Section 15.	Residence	3
Section 16.	Riding Park	3

## ARTICLE II - RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

Section 1.	Declarant's Reservation	3
Section 2.	Reservation of Minerals	3

## ARTICLE III - PROPERTY RIGHTS

Section 1.	Owner's Easements of Enjoyment	4
Section 2.	Delegation of Use	4
Section 3.	Waiver of Use	4

## ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

Section 1.	Membership	4
Section 2.	Classes of Membership	4
Section 3.	Meetings	5
Section 4.	By-Laws	5
Section 5.	Voting	5

## ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1.	Creation of the Lien and Personal Obligation of Assessments	5
Section 2.	Assignment of Rents, Profits and Proceeds	6
Section 3.	Purpose of Assessment	6
Section 4.	Maximum Annual Assessment	6
Section 5.	Special Assessments	7
Section 6.	Rate of Assessment	7
Section 7.	Date of Commencement of Annual Assessments	7
Section 8.	Effect of Nonpayment of Assessments: Remedies of the Association	7
Section 9.	Trustee's Sale	8
Section 10.	Substitution of Trustee	8
Section 11.	Validity of Acts	8
Section 12.	Possession of Foreclosed Lot	9
Section 13.	No Election	9
Section 14.	Subordination of the Lien to Mortgage	9

## ARTICLE VI - ARCHITECTURAL REVIEW

Section 1.	Architectural Approval	9
Section 2.	No Liability	10
Section 3.	Notice of Noncompliance or Noncompletion	10
Section 4.	Architectural Guidelines	10
Section 5.	Variances	11
Section 6.	Initial Members	11

## ARTICLE VII - DUTIES AND MANAGEMENT OF THE ASSOCIATION

Section 1.	Duties and Powers	11
Section 2.	Riding Park	12

## ARTICLE VIII - EASEMENTS

Section 1.	Utility and Drainage Easements	13
Section 2.	Reservation of Easements	13
Section 3.	Underground Electrical Service	13
Section 4.	Private Streets and Driveways	14
Section 5.	Emergency and Service Vehicles	14
Section 6.	Pedestrian and Equestrian Easements	14
Section 7.	Landscape Easements	14

Section 8.	Storm Water Detention Area .....	15
------------	----------------------------------	----

**ARTICLE IX - RESTRICTIONS OF USE**

Section 1.	Residence Construction .....	15
Section 2.	Location of Buildings .....	15
Section 3.	Consolidated Building Sites .....	17
Section 4.	Prohibition of Offensive or Commercial Use .....	17
Section 5.	Minimum Square Footage .....	17
Section 6.	Construction Materials .....	17
Section 7.	Street and Lot Lighting .....	18
Section 8.	Signs, Advertisements, Billboards .....	18
Section 9.	Temporary Structures .....	18
Section 10.	Animal Husbandry .....	18
Section 11.	Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment .....	19
Section 12.	Walls, Fences and Hedges .....	19
Section 13.	Visual Screening .....	20
Section 14.	Lot Maintenance .....	20
Section 15.	Maintenance of Improvements .....	21
Section 16.	Antennae .....	21
Section 17.	Window Coolers .....	21
Section 18.	Refuse Collection .....	22
Section 19.	Fuel and Water Storage Tanks and Power Generators .....	22
Section 20.	Right of Inspection .....	22
Section 21.	Condemnation .....	22

**ARTICLE X - GENERAL PROVISIONS**

Section 1.	Enforcement .....	23
Section 2.	Severability .....	23
Section 3.	Amendment .....	23
Section 4.	Annexation .....	23
Section 5.	Books and Records .....	24
Section 6.	Notices .....	24
Section 7.	Good Faith Lender's Clause .....	24
Section 8.	Mergers .....	24
Section 9.	Conflict with Deeds of Conveyance .....	24

*lee*

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
SADDLE RIDGE ESTATES**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

**THIS DECLARATION**, made on the date hereinafter set forth by **BSSGT, L.P.**, a Texas limited partnership, its successors and assigns, hereinafter referred to as "Declarant";

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of that certain real property, heretofore subdivided into that certain subdivision known as **SADDLE RIDGE ESTATES**, (the "Subdivision") as reflected on the plat recorded at **Film Code No. 510006**, of the Map Records of Harris County, Texas (the "Subdivision Plat"), to which recorded Subdivision Plat reference is hereby made for all purposes; and

**WHEREAS**, it is the desire and intent of Declarant that said **SADDLE RIDGE ESTATES**, except those portions thereof designated as easements and open space on the Plat be developed into single family residences, said **SADDLE RIDGE ESTATES** being hereinafter referred to as the "Property"; and

**WHEREAS**, Declarant desires to hold, sell and convey the Property, subject to the following additional covenants, restrictions, reservations, and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of lots within the Property.

**NOW, THEREFORE**, Declarant hereby adopts the following covenants, conditions and restrictions which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and which shall be applicable to the lots within said Property and shall run with the land and shall bind all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Architectural Review Committee" shall mean and refer to the architectural review committee created pursuant to this Declaration of Covenants, Conditions and Restrictions for Saddle Ridge Estates which shall have jurisdiction over the Property.

**Section 2.** "Association" shall mean and refer to the Saddle Ridge Estates Property Owners Association, Inc., a non-profit corporation incorporated under the laws of the State of Texas, its successors and assigns.

**Section 3.** "Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association.

**Section 4.** "Common Areas" shall mean and refer to the Common Open Area, the Riding Park, and the Private Streets, as hereinafter defined.

**Section 5.** "Common Open Area" shall mean and refer to all real property owned and maintained by the Association for common use and enjoyment of the Owners and others as may be hereinafter conveyed to the Association by the Declarant.

**Section 6.** "Covenants" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

**Section 7.** "Conveyance" shall mean and refer to conveyance of a fee simple title to a Lot.

**Section 8.** "Declarant" shall mean BSSGT, L.P., a Texas limited partnership, their successors and assigns.

**Section 9.** "Easements" shall mean and refer to the various utility or other easements of record and such other easements as are created or referred to in this Declaration.

**Section 10.** "Lot" shall mean and refer both to each parcel of land shown as a lot on the Subdivision Plat, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any portion of the Common Areas. A Lot shall consist of not less than three (3) acres of land.

**Section 11.** "Member" shall mean and refer to each person or entity who owns a Lot.

**Section 12.** "Owner" shall mean and refer to the record owner (other than Declarant), whether one or more persons or entities, of the fee simple title to the surface estate in any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 13.** "Private Streets" shall mean and refer to all real property shown and designated as "private street" by an easement for that purpose created herein by Declarant, specifically including those private streets as shown on the Subdivision Plat as "Saddle Ridge Pass", "Limestone Ridge Trail", "Lantana Ridge Ct.", and "Flagstone Trail Ct."

**Section 14.** "Property" shall mean and refer to that certain real property hereinabove described.

**Section 15. "Residence"** shall mean and refer to the single family residence constructed on a Lot.

**Section 16. "Riding Park"** shall mean and refer to that certain tract of land lying north of Little Cypress Creek, containing 42.07 acres, more or less, out of the Isaac D. Steele Survey, Abstract No. 755, Harris County, Texas, being a portion of that certain 262.580 acres of land described in the deed from Barbara Ledbetter Britt, et al. to BSSGT, L.P., recorded under Harris County Clerk's File No. V143455 in the Real Property Records of Harris County, Texas, said 42.07 acre tract lying and being situated entirely north of the centerline of Little Cypress Creek, as that centerline is located by the plat of Saddle Ridge Estates, and being the remainder of the said 262.580 acres of land, SAVE AND EXCEPT all of that certain tract of land containing 210.51 acres, more or less, described in the plat of Saddle Ridge Estates, a subdivision in Harris County, Texas, as recorded under Harris County Clerk's Film Code No. 510 006 in the Map Records of Harris County, Texas, and further SAVE AND EXCEPT that certain tract of land containing 10.00 acres more or less described in the deed from BSSGT, L.P. to David P. Oakes and Carol Jean Oakes, recorded under Harris County Clerk's File No. V584957 in the Real Property Records of Harris County, Texas.

## ARTICLE II RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

**Section 1. Declarant's Reservation.** It is expressly agreed and understood that the title conveyed by Declarant to any Lot within the Property by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadway or any water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, audio, video, security or communication facilities or systems or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto constructed by or under Declarant or its agents through, along or upon the Property or any part thereof to serve said Property, and the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in the Association.

**Section 2. Reservation of Minerals.** The Property is hereby subjected to the following reservation and exception: Declarant hereby reserves unto itself and its successors, assigns and predecessors in title in accordance with their respective interests of record all oil, gas and other minerals in, on and under said land, but Declarant hereby waives the right to use the surface of the Property for exploring, drilling for, producing and mining oil, gas and other minerals, provided that Declarant hereby retains and reserves the right to pool the Property with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the Property below the depth of one hundred feet (100') by means of wells located on the surface of the land outside the Property. Such exceptions, retained rights and reservations shall inure to the benefit of Declarant, its predecessors in title and its successors and assigns in accordance with their respective interests of record.

### ARTICLE III PROPERTY RIGHTS

**Section 1. Owner's Easements of Enjoyment.** Every Owner shall have a right to an easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to grant or dedicate easements in, on, under or above the Common Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property or any part thereof;
- (b) the right of the Association to limit the number of guests of Owners who may use the Common Areas;
- (c) the right of the Association to (i) suspend the voting rights and (ii) suspend the right to use of the Common Areas by an Owner for any period during which assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

**Section 2. Delegation of Use.** Subject to the limitations set forth in Section 1 above, any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and recreational facilities located thereon to the members of his family, his tenants, or contract purchasers who reside on his Lot.

**Section 3. Waiver of Use.** No Owner may be exempt from personal liability for assessments duly levied by the Association; nor release a Lot owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas thereon or by abandonment.

### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

**Section 1. Membership.** Each person or entity who is a record Owner of a Lot within the Property which is subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association.

**Section 2. Classes of Membership.** The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and each shall be entitled to one (1) vote for each Lot. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be



exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

Class B. Class B members shall be the Declarant herein, as such term is defined in Article I, Section 8 hereof, who shall be entitled to ten (10) votes for each Lot owned. The Class B membership (Declarant's weighted vote) ceases and converts to Class A membership upon the earlier of the following:

- (A) Seventy-five percent (75%) of the Lots are deeded to Owners; or
- (B) on January 1, 2011.

**Section 3. Meetings.** The members of the Association shall elect members of the Board of Directors and vote on such other matters as may be presented by the Board of Directors at annual meetings established by the By-Laws of the Association. Special meetings of the membership may be called in accordance with the By-Laws of the Association. The Board of Directors shall govern the affairs of the Association. The members of the Association may vote in person or by proxy and, if by proxy, in accordance with the By-Laws and regulations adopted by the Association governing proxies.

**Section 4. By-Laws.** The affairs of the Association shall be regulated by the By-Laws of the Association. The By-Laws of the Association shall be adopted by the Declarant and thereafter may be amended only by the vote of a majority of the members voting at a duly called meeting of the membership following thirty (30) days prior notice setting forth the proposed change to the By-Laws in writing.

**Section 5. Voting.** For the purpose of determining whether any percentage of the members is attained in any action taken by the membership, each Lot shall be counted separately, regardless of whether one or more Lots may be owned and voted by the same person or entity.

## ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Property, hereby covenants, and the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges;
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and

- (c) all costs, including but not limited to attorneys fees, in connection with the enforcement of any provision of this Declaration.

The regular and special assessments and costs of enforcement, together with interest, penalties, costs, and reasonable attorney's fees for collection, shall be a charge on the land and shall be a prior and continuing lien upon the Lot and upon any and all rents, profits and proceeds arising from the rental or sale of the Lot against which each such assessment is made. Each such assessment, together with interest, penalty, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due.

**Section 2. Assignment of Rents, Profits and Proceeds.** The Declarant, for each Lot within the Property, hereby assigns, and the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to assign to the Association all rents, profits and proceeds from each Lot for the payment of any and all regular and special assessments and costs of enforcement, together with interest, penalties, costs, and reasonable attorney's fees, whether current or delinquent. This assignment is a present, absolute and unconditional assignment which may be enforced by the Association, without the necessity of any legal proceeding, by demanding and receiving payment from any person or entity who or which may owe the same for the use of any Lot at any time when the regular and special assessments and costs of enforcement, together with interest, penalties, costs, and reasonable attorney's fees become or remain due and unpaid.

**Section 3. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Members of the Association and for the improvement and maintenance of the Common Areas, or for the payment to or reimbursement of other private parties or governmental entities for the furnishing of such services to the Association.

**Section 4. Maximum Annual Assessment.**

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred and no/100 Dollars (\$500.00).
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors each year by the greater of the increase in the Consumer Price Index for the year involved or ten percent (10%).
- (c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the limitation contained in Paragraph (b) above by a vote of two-thirds (2/3) of the Members present, in person or by proxy, at any annual meeting or at a special meeting duly called for this purpose.

- (d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum allowed each year.

**Section 5. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying in whole or in part, (i) the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Areas, including fixtures and personal property related thereto, or (ii) the cost of any service provided to the Association, provided that any such special assessment shall have the assent of 2/3 of the votes in the Association, in person or by proxy, at any annual meeting or at a special meeting duly called for this purpose.

**Section 6. Rate of Assessment.** Each Lot shall commence to bear their applicable assessments when conveyed by the Declarant to an Owner. Lots which are owned by Declarant shall be assessed only in the event that assessments to be paid at the maximum amount allowed by Owners of Lots owned by other than Declarant are not sufficient to meet the operating budget of the Association and then only to the extent required to meet said operating budget.

**Section 7. Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against such Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment on a specified Lot has been paid and, if not, the amount due.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum non-usurious interest rate as then may be permitted under the applicable law in the State of Texas. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot, and interest, costs of collection, and reasonable attorney's fees for any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of title to a Lot, 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 charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure of the defaulting Owner's Lot. The foreclosure of the lien may be instituted in the name of the Association, at the exclusive election of the Board, either judicially or non-judicially. Any non-judicial foreclosure sale shall be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as herein set forth. The Declarant does hereby and each Owner, by accepting title to a Lot in Saddle Ridge Estates expressly grant to the Association; and its Trustee, R. Charles Stiles, and each successor trustee, as hereinafter provided, hereinafter referred to as "Trustee", a power of sale in connection with the continuing lien created

and imposed by this Article V. The lien provided for in this Article V shall be in favor of the Association acting on behalf of the Lot Owners and the Association shall have the power to bid at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

**Section 9. Trustee's Sale.** It shall, at any time while any part of said assessment, interest, costs or attorney's fees remains unpaid, be the duty of the Trustee at the request of the Board of Directors of the Association to enforce this trust, exercise the power of sale herein granted and to sell the Lot(s) of any Owner(s) who have failed to pay to the Association any sum secured by the continuing lien imposed and created by this Article V, by any method now or hereafter provided by law for foreclosing the liens imposed by this Declaration, including without limitation, all rights and remedies provided under Section 51.002 of the Texas Property Code or any amendment or recodification of the same or any successor law or statute, whether state or federal, which supersedes or replaces all or any part of the laws of the State of Texas relating to or governing the foreclosure of liens under a deed of trust or any other instrument granting a non-judicial power of sale. The Trustee shall convey to the purchaser or purchasers, with general warranty on behalf of the Owner(s) of the Lot(s) so sold, and the title to such purchaser or purchasers when so made by Trustee, the said Owner(s) hereby bind themselves, their heirs, executors and administrators to warrant and forever defend. The Association may purchase at any Trustee's sale. A credit upon all or any part of the assessments and other charges owed shall be deemed cash paid for the purpose of this paragraph. With the proceeds arising from such sale or sales, the Trustee shall first pay all expenses of advertising, sale and conveyance, including a commission of 5% of the gross proceeds of such sale or sales to the Trustee acting, and shall next apply such proceeds toward the payment of the assessments, interest, costs and attorney's fees, and the remaining balance if any, shall be paid to the Owner(s) of the Lot sold, their heirs and assigns. The right and power of sale hereunder shall not be exhausted by one or any sale, but so long as any of said indebtedness remains unpaid, the Trustee or Substitute Trustee may make other and successive sales.

**Section 10. Substitution of Trustee.** If the Association should elect at any time (with or without cause) to remove the Trustee then acting, a successor and substitute may be named, constituted and appointed by the Board of Directors of the Association without further formality than an appointment and designation in writing, signed by an officer of the Association, which appointment and designation shall be full evidence of the right and authority to make the same and all of all the facts therein recited, and this conveyance shall vest in the Successor or Substitute Trustee, the title powers and duties conferred on the Trustee named herein and the conveyance by the Successor or Substitute Trustee to the purchaser shall be equally valid and effective. Such right to appoint a Successor or Substitute Trustee shall exist as often as the Association may elect and whenever the Trustee, original or substitute, cannot or will not act or has been removed.

**Section 11. Validity of Acts.** The Declarant does hereby and each Owner, by accepting title to a Lot in Saddle Ridge Estates, specifically covenant and stipulate that the recitals in the conveyance made to the purchaser, either by the Trustee or any Successor or Substitute Trustee, shall be full proof and evidence of the matters therein stated, that no other proof shall be requisite of the request by the holder of said indebtedness on the Trustee to enforce this trust, or of the advertisement or sale, or any particulars thereof, or of the inability, refusal or failure of the Trustee, or Substitute

Trustee to act, or of the removal of the Trustee, or the appointment of a Substitute Trustee, as herein provided either as to the legality of his appointment or otherwise, or of the contingencies which brought about the failure or inability of the Trustee to act, or of the Trustee's removal, as the case may be, that all prerequisites of said sale shall be presumed to have been performed, and that the sale made under the powers herein granted shall be a perpetual bar against the Owner(s) of the Lot(s) sold, their heirs, and assigns.

**Section 12. Possession of Foreclosed Lot.** The Declarant does hereby and each Owner, by accepting title to a Lot in Saddle Ridge Estates, specifically agree that after any sale under this Deed of Trust they or their heirs or assigns shall be mere tenants at sufferance of the purchaser of said property at said sale, and that such purchaser shall be entitled to immediate possession thereof, and that if the Owner(s) of the Lot(s) sold fail to vacate the premises immediately, such purchaser may and shall have the right to go into any justice court having venue or in any other court hereafter having jurisdiction of forcible detainer or eviction actions and file an action for possession of the Lot(s) sold, which action shall lie against Owner(s) thereof or their heirs or assigns or any persons claiming under said Owner(s) as tenants at sufferance. This remedy is cumulative of any and all remedies the purchaser may have hereunder or otherwise.

**Section 13. No Election.** The filing of a suit to collect any sums due hereunder or to foreclose any lien, mortgage or security interest created hereunder, either on any matured portions of the indebtedness or for the whole indebtedness, shall never be considered an election so as to preclude foreclosure under powers of sale herein contained after a final judgment on the debt or the dismissal of the suit for foreclosure.

**Section 14. Subordination of the Lien to Mortgage.** The lien and assignment for the payment of the assessments provided for herein shall be subordinate to the liens securing any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien for assessments which became due prior to such sale or transfer. No sale or transfer shall relieve any Lot from liability of any assessments which thereafter become due or from the lien securing the payment thereof.

## ARTICLE VI ARCHITECTURAL REVIEW

**Section 1. Architectural Approval.** Declarant hereby reserves and retains the right of architectural review to itself or its assignee as hereinafter provided.

IT IS ACCORDINGLY COVENANTED AND AGREED that no building, driveway, culvert, water well, sanitation system, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration to such structure or the color thereof (including, without limitation, grading plans, landscaping, reroofing materials, patio covers and trellises, plans for off-street parking of vehicles and utility layout) be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and

location of the same shall have been SUBMITTED TO AND APPROVED in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, the Committee shall be deemed to have DISAPPROVED such design. All plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or the Owner's authorized agent. The Architectural Review Committee shall have the right to require any Owner to remove or alter any structure, planting, modification or repair which has not received approval or is built or installed other than according to the approved plans. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity. Approval of plans as complying with the applicable minimum construction standards adopted and promulgated from time to time for the Property by Declarant or its assignee, shall be only for such purposes and shall not serve as approval for any other purpose. Declarant hereby reserves and retains the right at its option to assign its rights hereinabove set forth to an architectural review committee appointed by the Board of Directors of the Association. In the event Declarant elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing and acknowledged by the proper offices of Declarant and placed of record in the appropriate records of the County Clerk of Harris County, Texas and shall be effective from and after the date said instrument is recorded.

**Section 2. No Liability.** Neither Declarant, the Association, its Board of Directors, or the Architectural Review Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees that no action or suit for damage will be brought against Declarant, the Association, its Board of Directors, the Architectural Review Committee, or any of the members thereof.

**Section 3. Notice of Noncompliance or Noncompletion.** Notwithstanding anything to the contrary contained herein, after the expiration of two (2) years from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article VI unless actual notice of such noncompliance or noncompletion, executed by the Architectural Review Committee, or its designated representative, shall appear of record in the office of the County Clerk of Harris County, Texas, or unless legal proceedings shall have been instituted to enforce compliance or completion.

**Section 4. Architectural Guidelines.** The Architectural Review Committee may from time to time, in its sole discretion, adopt, amend and repeal Architectural Guidelines interpreting and implementing the provisions of this Article VI.

**Section 5. Variances.** Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Review Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee pursuant to this Article VI, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. It is stipulated that the general plan for the improvement and development of the Property will permit granting a greater degree of variance for the location of improvements on Lots 5, 6, 10, 11, 16, 17, 22, 23, 24, and 25 in Block 1.

**Section 6. Initial Members.** Declarant hereby appoints and designates Mark B. Bonning, Tamara Bonning and Marvin L. Steakley as the initial members of the Architectural Review Committee to serve until their successors are appointed. Declarant or its assignee may appoint, remove or reappoint such members of the Association as it may from time to time elect.

## ARTICLE VII DUTIES AND MANAGEMENT OF THE ASSOCIATION

**Section 1. Duties and Powers.** In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) own, maintain and otherwise manage the Common Areas, the Pedestrian and Equestrian Easements, and all facilities, improvements and landscaping thereon, including landscaping, mowing and generally maintaining the appearance of the detention and detention outflow areas, as herein provided, and the Association will maintain the integrity and hydrology of the detention and detention outflow systems; ← ?
- (b) pay any real and personal property taxes and other charges assessed against the Common Areas;
- (c) have the authority to obtain, for the benefit of the Common Areas, all services and utilities needed for their use and enjoyment by the Members;
- (d) grant easements where necessary for utilities, security communications, telecommunications, drainage facilities over the Common Areas to serve the Common Areas and the Lots;
- (e) maintain such policy or policies of insurance as the Board of Directors may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members;
- (f) have the authority to contract with a management company for the performance of maintenance and repair of the facilities, improvements and landscaping in the

Common Areas and for conducting other activities on behalf of the Association provided that such contract shall be limited to a duration of one (1) year, except with the approval of a majority of the Members entitled to vote. Any such management agreement shall provide that it will be terminable by the Association without a termination fee for cause upon thirty (30) days' written notice or without cause by either party upon ninety (90) days' written notice;

- (g) have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors;
- (h) have the duty to establish and maintain a capital improvements reserve fund in an amount sufficient to provide for the repair and replacement of the private streets, street lighting, entry gates, entry markers, storm water detention and drainage facilities, in amounts determined from time to time to be adequate for such purposes by the Board of Directors;
- (i) have the power to provide for the removal of household trash or garbage in accordance with prevailing environmental regulations, provided that, the cost of removal of household trash and garbage from each Lot shall be paid to the Association by the Owner of each Lot upon demand, which costs shall become a part of and enforced in the same manner as the assessments against each Lot provided in Article V of this Declaration;
- (j) have the power to adopt regulations governing the preparation, placement and removal of all trash, garbage, tree and brush trimmings and animal wastes on and from each Lot;
- (k) have a duty to landscape and maintain the landscaping within the Common Areas;
- (l) have a duty to maintain easements for fire hydrants; and

**Section 2. Riding Park.** The Riding Park shall be used exclusively for the benefit of the members as a private equestrian park for the purposes of riding horses. The Association shall construct and maintain such fences, gates, paths, bridges and other facilities as may be necessary or desirable for the use of the Riding Park by the members and guests of members for riding horses, provided that guests must at all times be accompanied by a member. The Association, acting through its Board of Directors, is authorized, from time to time, to adopt such rules and regulations as it may deem advisable for the use of the Riding Park and to adopt measures to assure compliance with its rules and regulations, including, but not limited to, fines and suspension of the privilege to use the Riding Park for members who fail to abide by the rules and regulations governing its use. No animals of any kind shall be maintained in the Riding Park, except that during the time when Declarant or any officer or shareholder of Declarant owns a portion of the Property, the Declarant or any officer or shareholder of Declarant may keep cows in the Riding Park. Each Owner, each Owner's family, and each Owner's guests and invitees, by accepting this Declaration and/or



by using the Riding Park, each individually agrees to release and waive all claims or causes of action arising out of said individual's use of the Riding Park, and to indemnify and hold the Association and the Declarant harmless from any claim or cause of action arising from or related to the use of the Riding Park by each said individual or any of them.

## ARTICLE VIII EASEMENTS

558-65-858

**Section 1. Utility and Drainage Easements.** Whenever electricity or telephone lines or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon land owned by the Association or others than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or parcel of land within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Easements for drainage are also reserved along each side of the Private Streets and in the storm water detention area located on parts of Lots 1, 2, 3, and 4 in Block 2 as shown on the Subdivision Plat. Drainage easements and ditches abutting an owner's Lot shall be maintained by the Owner to assure that all grass, weeds and brush are mowed and removed to keep the areas in good condition. **The Association will maintain the hydrology of all drainage structures on the Property, including but not limited to the storm water detention area, and along the side of certain Lots as designated on the Subdivision Plat.** Additionally, the grass or natural landscape on the storm water detention area on Lots 1, 2, 3, and 4 in Block 2 shall be maintained in a sanitary, healthful and attractive condition as follows: (i) the west and south banks of the storm water detention area will be maintained by each of the respective Owners of Lots 1, 2, 3, and 4 in Block 2 for that portion of the said west and south banks of the storm water detention area that are on each of said Lots and (ii) the north and east banks of the storm water detention area will be maintained by the Association.

**Section 2. Reservation of Easements.** Easements over the Lots and Common Areas for the installation and maintenance of electric, telephone, storm water detention area and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer the same. Additionally, Declarant hereby expressly reserves the power and right to dedicate additional easements over any Lot as deemed appropriate by Declarant.

**Section 3: Underground Electrical Service.** **Each Owner shall be responsible for installing and maintaining underground electrical service on each Lot.** An underground electric distribution system will be installed in Saddle Ridge Estates in easements provided for that purpose. The Owner of each Lot shall, at the Owner's 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 or structures 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 electric company furnishing service shall make the necessary connections at said point of attachment and at the meter.

Easements for the electric service may be crossed by driveways, walkways, and patio areas. Such easements for the electric service shall be kept clear of all buildings and neither Declarant nor utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

**Section 4. Private Streets and Driveways.** All Lots shall have access to a Private Street. Private Street rights-of-way are described on the Subdivision Plat, and incorporated herein for all purposes by reference. A speed limit of thirty (30) miles per hour is established for each Private Street. Declarant reserves the right to connect additional Private Streets to the existing Private Street for the purpose of providing access for additional Lots annexed to the Association pursuant to the provisions of Article X, Section 4 hereof. The Owners of the additional Lots annexed shall have the same easements and rights of way for access as all other Owners.

**Section 5. Emergency and Service Vehicles.** An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles, including but not limited to service vehicles for the installation, repair, maintenance, meter reading, or other activities in connection with the furnishing of electrical, gas, telephone, security, telecommunication, or audio and video services serving any Lot, to enter upon the Common Areas, including but not limited to Private Streets, in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, contractors and management personnel to enter the Common Areas to render any service.

**Section 6. Pedestrian and Equestrian Easements.** A permanent and exclusive easement is hereby granted to all Members over and along a strip of land sixty feet (60') wide running between Lot 25 in Block 1 and Lot 1 in Block 2, from Saddle Ridge Pass to Little Cypress Creek, for the exclusive use of the Members, their families and guests for the limited purpose of pedestrian and equestrian traffic to and from the Riding Park. No fence, wall, hedge or other barrier shall be erected or permitted to remain within the pedestrian and equestrian easements created by this Section.

**Section 7. Landscape Easements.** The Association shall have a permanent landscape easement along and over a strip of land twenty feet (20') in width adjoining and immediately north of the right of way of Schiel Road (along the southern property lines of Lot 1 in Block 1 and Lot 17 in Block 2) for the maintenance of an attractively landscaped entrance to the Property, together with appurtenant easements for utility lines to the landscape easement. The Association will also have a temporary landscape easement along both sides of the private streets for planting and watering trees until the same are established. The Association will be responsible for the installation and maintenance of all utility lines for maintaining the landscape easements and the cost of the utilities furnished.

**Section 8. Storm Water Detention Area.** The Association shall have a permanent easement for the construction, maintenance, and reconstruction of a storm water detention area, as that area is shown on the recorded plat of the Subdivision together with a right of access to the storm water detention area for the purposes of constructing, maintaining, and reconstructing the detention facilities located in said area. Additionally, each Owner of Lots 1, 2, 3, and 4 in Block 2 shall have an easement for such Owner and the Owner's invitees, when accompanied by the Owner, to make reasonable recreational use of the surface of the water maintained in the detention area; provided however, no Owner shall be permitted to withdraw water from the detention area for any purpose nor shall any Owner or any of an Owner's invitees operate any type of motor powered craft, vehicle, or equipment in or on the storm water detention area, other than such landscape maintenance equipment as may be necessary for the maintenance of the appearance of the banks as required in Section 1 of this Article VIII.

## ARTICLE IX RESTRICTIONS OF USE

**Section 1. Residence Construction.** No buildings shall be erected, altered or permitted to remain on any Lot other than one (1) detached single-family Residence and attendant barns and outbuildings not to exceed two (2) stories in height. Each such Residence shall have a private garage for not less than two (2) cars, which shall not be used for residential purposes, and which shall be connected to a Private Street by a driveway. Not more than one (1) residential structure shall be placed on a Lot. During construction on any Lot, the Owner shall be responsible for assuring that all contractors and subcontractors (i) abide by the construction guidelines adopted by the Architectural Review Committee, (ii) provide a hard surface on each Lot for the storage and operation of equipment and vehicles, (iii) provide a hard surface access to each Lot, from the paved portion of the Private Streets, for unloading equipment and materials, and (iv) remove all construction materials and debris from the Lot at completion of the construction, including brush and trees cleared from the building site, and remove daily all dirt, mud and other materials deposited during construction from the Private Streets. All initial construction, including the Residence, landscaping, outbuildings, and the driveway must be complete with three (3) years following the date of the conveyance of the Lot by the Declarant to an Owner.

**Section 2. Location of Buildings.** No building shall be placed or maintained on any Lot nearer the front of the Lot or the side or rear property lines of the Lot than the building set back lines established as follows:

- (a) the main residence erected on Lots 1, 2, 3, 8, 13, 14, 19, 20, 21, 24 and 25 in Block 1 and Lots 1 through 17 in Block 2, shall have the main entrance and longest dimension facing Saddle Ridge Pass, with a minimum building set back line of one hundred feet (100') and a maximum building set back line of one hundred fifty feet (150');
- (b) on Lots 4, 7, 9, 12, 15, and 18 in Block 1, the main residence erected on said Lots has the option of having the main entrance and longest dimension facing

and running parallel to the cul-de-sac street, or facing Saddle Ridge Pass, with a minimum building set back line of fifty feet (50') and a maximum building set back line of one hundred feet (100') off the cul-de-sac street, and minimum building set back line of one hundred feet (100') and a maximum building set back line of one hundred fifty feet (150') off Saddle Ridge Pass, regardless of which street the main residence faces; however, with the approval of the Architectural Review Committee, the main residence may be located at an angle facing the intersection of the cul-de-sac street and Saddle Ridge Pass, subject to the same set back requirements set forth above in this subparagraph (b);

- (c) the main residence erected on the Lots on the western perimeter of Saddle Ridge Estates that abut only a cul-de-sac, which are specified as Lots 5, 6, 10, 11, 16, 17, 22 and 23 in Block 1, shall have the main entrance and longest dimension facing the cul-de-sac street, with a minimum building set back line of seventy-five (75') and a maximum building set back line of one hundred fifty feet (150') off the cul-de-sac street;
- (d) the main residence erected on Lots having a front width along Saddle Ridge Pass of less than two hundred fifty feet (250') shall have a side set back line of thirty feet (30') from each side property line and the main residence erected on Lots having a front width along Saddle Ridge Pass of two hundred fifty feet (250') or more shall have a side set back line of sixty feet (60') from each side property line;
- (e) outbuildings, which shall include all types of accessory buildings and structures on the Lot, with the exception of one (1) garage for not less than two (2) cars, shall be located not less than sixty feet (60') from the rear and side property lines of each Lot, and in any event to the rear of the front of the Residence; and
- (f) each Residence shall have one (1) garage for not less than two (2) cars for the storage of automobiles and other transportation vehicles which garage may be attached to or separate from the Residence and which garage shall in either event be located on the same line with or to the rear of the front of the Residence and shall open to the rear or side of the Lot only.

For the purposes of this Declaration, eaves, steps, unroofed porches and roof overhangs shall not be considered in any measurement made for the purpose of determining building placement. Driveway access to each Lot will be from a Private Street only and shall be limited to one (1) per Lot, except for Lots 4, 7, 9, 12, 15 and 18 in Block 1, on which a second driveway may be permitted upon approval of the Architectural Review Committee; no gate, opening or access of any kind shall be permitted to any Lot from any other property except by the Private Street. The Architectural Review

Committee shall be empowered to grant exceptions for minor variances in the placement of any building on a Lot.

**Section 3. Consolidated Building Sites.** More than one (1) Lot may be combined into a single building site, provided that such Lots are adjacent to each other. In the event of the consolidation of Lots or portions of Lots, the Owner's obligation for assessments, as provided in Article V, shall be according to the number of Lots contained in the consolidated building site. The location of buildings, as provided in this Article IX, Section 2 above, shall apply to the property lines of a combined building site which consists of more than one (1) Lot, without regard to the original Lot lines; provided however, any subsequent division of a consolidated building site must conform to the original Lot lines. In the event of consolidation of Lots, the Lot or Lots on which the Residence, landscaping, outbuildings and driveway are located must comply with the construction time limitations for initial construction set forth in Article IX, Section 1 of these restrictions. The remainder of the consolidated Lot or Lots is exempted from the three (3) year initial construction requirement.

**Section 4. Prohibition of Offensive or Commercial Use.** No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way interfere with the quiet enjoyment by each Owner of such Owner's Residence or which shall degrade property values or detract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done outside of an outbuilding. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Notwithstanding the foregoing prohibition against commercial activities, each Owner may maintain a home office in the Residence or an outbuilding for conducting professional or managerial activities, provided that such activities do not include bringing clients, patients, customers, or business invitees to the Property on a regular basis.

**Section 5. Minimum Square Footage.** The living area of the Residence shall not be less than 3,400 square feet, nor shall the front width of the Residence be less than seventy feet (70'). No more than one building for dwelling purposes shall be built on any one Lot.

The Architectural Review Committee or its assignee, at its sole discretion, is hereby permitted to approve deviations in the building area and location in instances where, in its judgment, such deviation will result in a more common beneficial use.

**Section 6. Construction Materials.** The Residence shall be constructed so that the exterior walls are of not less than seventy percent (70%) brick, stone or stucco; and in no event of more than thirty percent (30%) wood, plastic or composition siding. No metal siding shall be permitted on any Residence. The roof of a Residence shall be constructed or covered with aluminum, rust resistant steel, copper, slate, concrete, asphalt, fiberglass, or composition type shingles or tiles meeting the standards adopted by the Architectural Review Committee. Mailboxes are subject to Architectural Review Committee approval and must be constructed of brick, stucco or stone to match the residence construction. The driveway leading to the garage from a Private Street shall be constructed of

concrete, patterned concrete, brick, or such similar materials as the Architectural Review Committee may approve, provided however that **no such driveway shall be constructed of dirt, clay, gravel, or crushed stone.** The Architectural Review Committee shall have the authority to designate appropriate materials for driveways located entirely within a Lot and to the rear of the Residence which serve outbuildings situated on the Lot in compliance with Section 2 of this Article IX. A concrete culvert shall be constructed and maintained where each driveway crosses the drainage ditch beside a Private Street. There shall be no more than one (1) driveway access to a Private Street from any Lot, except as specifically allowed on those designated Lots in Article IX, Section 2. All proposed culverts must be approved prior to installation by the Architectural Review Committee.

**Section 7. Street and Lot Lighting.** In addition to any other lighting installed on each Lot, the Owner shall erect and maintain **on each Lot at least two (2) column lights having a design and light source approved by the Architectural Review Committee.** On all Lots, two (2) column lights constructed of **brick, stone or stucco to match the residence construction,** shall be located **one (1) on either side of each driveway** entrance to the Lot, **not more forty feet (40') apart.** Additional exterior lighting on any Lot shall be subject to the approval of the Architectural Review Committee.

**Section 8. Signs, Advertisements, Billboards.** No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the Property except the following:

- (a) One (1) sign for each Lot of not more than twenty-four inches (24") by thirty-four inches (34") for the purpose of advertising the Residence located thereon **for sale or rent**
- (b) Two (2) signs for each Lot of not more than twenty-four inches (24") by thirty-four inches (34") for the purpose of advocating the election of one or more political candidates or the sponsorship or a **political party,** issue or proposal, provided that such signs shall not be erected **more than sixty (60) days prior to the election** to which they pertain and **shall be remove within seven (7) days after such election.**

The Association shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of this Section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

**Section 9. Temporary Structures.** No structure of a temporary character, trailer, tent, shack, shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time, either temporarily or permanently. Outbuildings or structures, whether temporary or permanent, used for accessory storage or other purposes must be approved by the Architectural Review Committee or its assignee.

**Section 10. Animal Husbandry.** Dogs, cats, and other usual and ordinary household pets may be kept in any Residence, provided they are not kept, bred, or maintained for any commercial purpose. **Horses** may be maintained on each Lot, **not to exceed one (1) horse for each one and one-**

half (1½) acres of land contained in the Lot, and provided that the Owner has constructed appropriate facilities to house and maintain said horses on the Lot. No cattle, swine, goats, sheep or fowl or large birds, other than ducks and geese which cannot exceed six (6) ducks and/or geese, may be maintained on any Lot. No exotic animals of any kind may be permitted on any Lot. Notwithstanding the foregoing, no animals or fowl may be kept on a Lot which result in any annoyance or are obnoxious to residents of the Property. No animals shall be permitted outside of any Lot except under the control of the Owner or a member of the Owner's family. Dogs must be confined to the Owner's Lot by adequate fences or electric or electronic controls. The Board may approve temporary variances to permit animals to be kept for an PFA project.

**Section 11. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment.** No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, buses, inoperative vehicles of any kind, camp rigs, off truck, or boat rigging shall be parked or stored permanently or semi-permanently on or beside any driveway in front of the Residence or on or beside any adjoining Private Street within the Property. All vehicles maintained on any Lot shall be stored in a garage or barn. No recreational vehicle and no truck having more than two (2) axles or a rated cargo capacity of more than one (1) ton shall be parked or stored on any Lot unless it is not less than one hundred fifty feet (150') from the nearest Private Street and screened from view from the street, except vehicles may be parked near the Residence or an outbuilding for periods not to exceed eight (8) hours during any seven (7) day period for loading, delivering and moving. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for twenty-four (24) or more consecutive hours.

**Section 12. Walls, Fences and Hedges.** All Lots shall be fenced in accordance with specifications therefor established by the Architectural Review Committee. It is the express intent of this Section that the fences along the perimeter, between the Lots, and along the Private Streets present a pleasant and uniform aspect, which fences shall be three (3) slat ranch rail fences with white vinyl rails. The fences along the Private Streets shall be constructed on the Owner's property line to give a continuous appearance with no gaps or offsets from one Lot to the adjoining Lots. At a time to be determined by Declarant, Declarant shall construct a fence along the southern property lines of Lot 1 in Block 1 and Lot 17 in Block 2, parallel to Schiel Road, which fence shall thereafter be owned and maintained by the Association. Prior to occupying a Residence, each Owner shall be responsible for constructing a fence along the perimeter of the Owner's front, rear and side property lines of the Lot. In the case of adjacent Lots sharing a common property line, each Owner shall be responsible for the Owner's proportionate percentage of the cost of the Lot's interior shared property line fencing. In the event that an Owner has constructed a fence on a shared property line and paid the entire cost of the fence, said Owner shall file of record a Notice in the Real Property Records of Harris County, Texas, setting forth the cost of the fence and a claim against the adjacent Lot for reimbursement of the proportionate percentage of the cost of the of the new Owner's shared property line fencing. Upon the conveyance of a Lot to an Owner where said fencing has been constructed by an adjacent Owner, said new Owner shall reimburse the Owner who bore the expense of the fence construction, the full amount of the new Owner's proportionate share for the cost of the construction of said fence, with interest thereon at the rate of eight and one-half percent (8½ %) per annum from the date of recordation of the Notice until the date paid. Said charge shall run with the land and be

binding thereon. After construction of the fencing, each Owner shall thereafter own and maintain said fences in a neat and attractive manner. In the case of commonly owned property line fences, each Owner of the adjoining Lots shall own an undivided fifty percent (50%) interest in his proportionate percentage of commonly shared fence. In the event of a dispute between Owners concerning the undivided proportionate percentage of ownership and maintenance of the fences, general rules of law governing party walls apply. The Declarant will be responsible for constructing, and the Association will be thereafter responsible for maintaining, those parts of the perimeter fence which are on the southern property lines of Lot 1 in Block 1 and Lot 17 in Block 2, and any Common Area, specifically including but not limited to the entry gate. The Owners of Lot 1 in Block 1 and Lot 17 in Block 2 hereby grant the Association an access easement for the purpose of repairing, replacing and maintaining the perimeter fence located on the southern property lines of said Lots. The Architectural Review Committee shall have the authority to temporarily waive the requirements for currently existing fences along the eastern and western perimeters of the Property to conform to the specifications for other fences.

No wall, fence, planter or hedge shall be erected or maintained nearer than fifty feet (50') to a side property line which adjoins a Private Street. No wall, fence, planter or hedge shall be erected or maintained on or across any part of any Pedestrian and Equestrian Easement as set forth in Section 6 of Article VIII. The Architectural Review Committee, or its assignee, at its sole discretion is hereby permitted to grant deviations in height, location and construction materials related to fences and walls which in its judgment will result in a more beneficial use. Any wall, fence or hedge erected as protective screening on a Lot by Declarant, its agents or assigns, shall pass ownership with title to the Lot and it shall be the Owner's responsibility to thereafter maintain said protective screening. For the purposes of this Section 12, a hedge shall be defined as a row of bushes, shrubs or trees which, at natural maturity, may exceed three feet (3') in height and have sufficiently dense foliage as to present a visual and physical barrier in the same manner as a fence.

**Section 13. Visual Screening.** The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersections of streets or adjacent to the Common Areas or other facilities where the rear or side yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

**Section 14. Lot Maintenance.** All Lots and ditches abutting each Lot (from the Owner's fence to the Private Street pavement) shall be kept at all times in a sanitary, healthful and attractive condition by the Owner of the Lot, and the Owner or occupants of all Lots shall keep all weeds and grass thereon cut to a height not to exceed eight inches (8") and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. 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 ten (10) days' written notice thereof, Declarant, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be removed, such weeds, grass, garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive,



healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the above-described Lot in favor of Declarant or its assignee but inferior to a purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

**Section 15. Maintenance of Improvements.** All improvements on each of the Lots shall be kept at all times in a sanitary, healthful, attractive and structurally sound condition, and the Owner or occupants of all Lots shall maintain, repair and replace the walls, windows, roofs, doors, foundations, walkways, driveways, fences, and all other improvements upon each of the Lots as and when such maintenance, repair or replacement is required to maintain the improvements in a sanitary, healthful, attractive and structurally sound condition. 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 ten (10) days' written notice thereof, Declarant, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, repair, replace and otherwise maintain the walls, windows, roofs, doors, foundations, walkways, driveways, fences, and other improvements, or do any other thing necessary to secure compliance with these restrictions, so as to place the improvements on said Lot in a neat, attractive, healthful, sanitary and structurally sound condition, and may charge the Owner and the occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the above-described Lot in favor of Declarant or its assignee but inferior to a purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

**Section 16. Antennae.** Subject to the provisions of applicable law, no antennae or devices for sending or receiving radio, television, telecommunication, or microwave signals shall be erected or maintained except in accordance with the guidelines adopted and published by the Architectural Review Committee, which guidelines may be amended from time to time to allow for changes in technology and regulatory requirements. No antenna shall be installed on a Residence which will be visible from the Private Street in front of the Lot and no free standing antenna shall be installed or maintained which is located nearer than one hundred fifty feet (150') from the Private Street in front of the Lot nor nearer than fifty feet (50') from any other Private Street or an adjoining Lot. In the event that any provision of this section or the guidelines adopted pursuant to it are found to be unenforceable under the provisions of any law or regulation, the remainder of this section and all guidelines adopted pursuant to it shall be enforced and interpreted to be as restrictive as may be permitted by law.

**Section 17. Window Coolers.** No window or wall type air conditioners or water coolers shall be permitted to be used, placed or maintained on or in any Residence, provided that window or wall

air conditioners may be placed in outbuildings so long as they cannot be viewed from any Private Streets.

**Section 18. Refuse Collection.** Household trash and garbage will be collected and removed at Owner's expense in accordance with rules and regulations adopted from time to time by the Board of Directors; no trash or garbage shall be maintained or permitted to remain on a Lot except in containers and at locations approved by the Board of Directors. No trash or garbage shall be burned on any Lot.

**Section 19. Fuel and Water Storage Tanks and Power Generators.** No storage tanks shall be located on any Lot other than one (1) tank for the storage of water for domestic use. If the water tank is above ground, it shall be placed behind the rear of the Residence in an outbuilding, or shall be visually screened from view from any Lots and Private Streets in accordance with Architectural Guidelines promulgated by the Architectural Review Committee. If an electrical power generator is maintained on any Lot, it shall be placed behind the rear of the Residence in an outbuilding, or shall be visually screened from view from any Lots and Private Streets in accordance with Architectural Guidelines promulgated by the Architectural Review Committee.

**Section 20. Right of Inspection.** During reasonable hours and after reasonable notice, the Association shall have the right to enter upon and inspect a Lot or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

**Section 21. Condemnation.** If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all first mortgagees known to the Association to have an interest in any Lot. The expense of participation in such proceedings by the Association shall be borne by the Association and be paid for out of assessments collected pursuant to Article V hereof. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Areas, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such portion of the Property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and first mortgagee, if any, as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the

Common Areas so taken or damaged. In the event it is determined that such Common Areas should be replaced or restored by obtaining other land or building additional structures, this Declaration shall be duly amended by instrument executed by the Association on behalf of the Owners.

## ARTICLE X GENERAL PROVISIONS

**Section 1. Enforcement.** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the enforcement of any covenant or restriction contained in this Declaration is prevented, in whole or in part, by any statute or regulation which is subsequently superseded to permit the enforcement of the said covenant or restriction, no act or omission of the Association or any Owner during the period when enforcement was prevented shall be deemed to have waived or otherwise limited the subsequent enforcement of such covenant or restriction to the full extent of its original meaning and tenor.

**Section 2. Severability.** Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision, which shall remain in full force and effect.

**Section 3. Amendment.** These covenants, conditions and restrictions shall run with the land, and shall be binding upon Declarant and its successors and assigns and all persons claiming under them and all Owners of the Lots, for a period extending until **December 31, 2026**, at which time they shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the Members entitled to cast not less than two-thirds (2/3) of the votes of the aggregate of both Classes of Membership has been recorded, agreeing to change said covenants in whole or in part, or to revoke them. These covenants, conditions and restrictions may be amended or revoked at any time by an instrument signed by the Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Membership.

The Declarant reserves the right during the period in which Declarant owns any property in the Subdivision, without joinder or consent of any Owner or mortgagee, to amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts therein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, or any other mortgage lender; provided that no such amendment shall change the vested property rights of any Owner, except as otherwise provided herein.

**Section 4. Annexation.** The Declarant, so long as Declarant owns any part of the Property, reserves the right to annex additional property which adjoins the Property into the Association and subject the same to the covenants, conditions, and restrictions set forth herein. Declarant shall evidence the annexation of additional property by filing in the Real Property Records of Harris

County, Texas, an instrument entitled "Supplemental Declaration", referring to this provision of this Declaration, and describing the additional property to be annexed, together with specific descriptions of all Common Area, Private Streets, and other easements within the additional property which will be subject to and governed by this Declaration. The owners of the additional property annexed under the provisions of this section shall have all of the rights, privileges, and obligations as the Owners in the Property. The Declarant may also provide additional covenants, conditions, and restrictions for the use of any part of the additional land annexed.

**Section 5. Books and Records.** The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member to the extent provided by law. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters, to the extent that inspection of the books and records by any Member or Members will not become burdensome to or constitute harassment of the Association. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**Section 6. 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 paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

**Section 7. Good Faith Lender's Clause.** Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot, which liens may be enforced in due course, subject to the terms of this Declaration.

**Section 8. Mergers.** Upon a merger or consolidation of the Association with another association as provided in its articles of incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer the covenants, conditions and restrictions contained in this Declaration, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

**Section 9. 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 govern but only to the extent of such conflict.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal effective as of the 27 day of March, 2002.

**BSSGT, L.P.**  
a Texas limited partnership

By: Its General Partners:  
MBBO, L.C., a Texas limited liability company

*Jon*

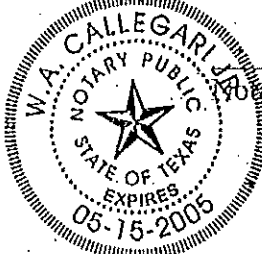
By: *Mark Bonning*  
MARK B. BONNING, Member

MLST, L.C., a Texas limited liability company

By: *Marvin Steakley*  
MARVIN L. STEAKLEY, Member

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 3, 2002, by MARK B. BONNING, Member of MBBO, L.C., a Texas limited liability company, in its capacity as general partner of BSSGT, L.P., a Texas limited partnership, on behalf of said partnership.



*W.A. Callegari Jr.*

Notary Public in and for the State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 3, 2002, by MARVIN L. STEAKLEY, Member of MLST, L.C., a Texas limited liability company, in its capacity as general partner of BSSGT, L.P., a Texas limited partnership, on behalf of said partnership.



*W.A. Callegari Jr.*

Notary Public in and for the State of Texas

Return to:  
Eikenburg & Stills  
1021 Main St., Ste 1900  
Houston, TX 77002

*(JTR)*

JOINDER OF MORTGAGEE

The undersigned, **WHITNEY NATIONAL BANK**, being the owner and holder of an existing mortgage and liens upon and against a portion of the real property described in the foregoing **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SADDLE RIDGE ESTATES** (the "Declaration"), does hereby consent to and join in the foregoing Declaration for the purpose of subordinating all of the liens held by it against the Properties unto these presents; and hereby agrees that a foreclosure of any or all of the said liens shall not affect the foregoing reservations, restrictions, covenants and conditions.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned or held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against said real property, subject to the foregoing Declaration (except that no provision hereof shall be construed to subordinate the mortgage and liens of the undersigned to any liens reserved or referred to in the foregoing Declaration).

EXECUTED this 5 day of APRIL, ~~2001~~ 2002 *[Signature]*

**WHITNEY NATIONAL BANK**

By: *[Signature]*  
Name: LEE MEDIANOLLE  
Title: BANK OFFICER

THE STATE OF TEXAS §  
  §  
COUNTY OF Harris §

This instrument was acknowledged before me, on April 5, <sup>2002 dm</sup> ~~2001~~, by Lee Medianolle of **WHITNEY NATIONAL BANK**.

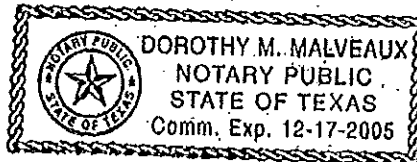
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEAVILY AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
This instrument was FILED in the Public Records on the date and at the time stated herein by me and was RECORDED in the Official Public Records of Real Property of Harris County, Texas on

APR - 5 2002

*[Signature]*  
Notary Public in and for the State of Texas



*[Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS





Whereas, it is the intent and desire of BSSGT, L.P. to amend the Declaration of Covenants, Conditions and Restrictions for Saddle Ridge Estates as set forth herein to correct that ambiguity, conflict, inadvertent misstatement, error, or omission relating to the location of the detention pond by specifically stating the metes and bounds location of the detention pond; and

Whereas, the metes and bounds description does not affect any lots other than those already identified as having the detention pond on site; and

Whereas, the detention pond was located on the site generally and the affected lots specifically before such lots were conveyed to third parties; and

Whereas, it is not the intent of BSSGT, L.P. to amend, revise, alter or otherwise change the existing Declaration of Covenants, Conditions and Restrictions for Saddle Ridge Estates, except as to those provisions of said Declaration specifically amended, revised, altered or otherwise changed by this Amendment;

Now, Therefore, BSSGT, L.P. hereby amends the Declaration of Covenants, Conditions and Restrictions for Saddle Ridge Estates, and do hereby make and file the following amended provisions of the Declaration of Covenants, Conditions and Restrictions for Saddle Ridge Estates:

I.

Article VIII, Section 1 of said Declaration is hereby amended by adding the following verbiage to the end of the existing language:

Easements for drainage are also reserved along the storm water detention area located on lots 1, 2, 3, and 4 of Block 2 as more specifically described in the metes and bounds description of such storm water detention area attached hereto as Exhibit A. This storm water detention area was inadvertently omitted from subdivision plat filed with in Harris County.

II.

There are no further amendments to the Declaration of Covenants, Conditions and Restrictions for Saddle Ridge Estates at this time.

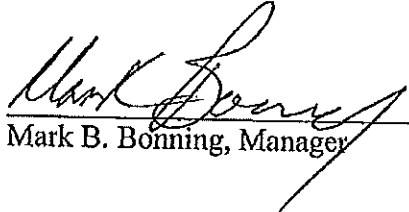
In witness whereof, BSSGT, L.P., being the original declarant in the Declaration of Covenants, Conditions and Restrictions for Saddle Ridge Estates, has hereunto set its hand and seal, effective as of the 25 day of July, 2003.



BSSGT, L.P.  
A Texas limited partnership

202

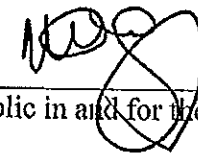
By: Its General Partner:  
MBBO, LLC., a Texas limited liability company

  
\_\_\_\_\_  
Mark B. Bonning, Manager

STATE OF TEXAS  
COUNTY OF HARRIS

The instrument was acknowledged before me on July 25, 2003, by Mark B. Bonning, Manager of MBBO, LLC., a Texas limited liability company, in its capacity as general partner of BSSGT, L.P., a Texas limited partnership, on behalf of said partnership.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

RETURN TO:

Callegari & Associates  
15040 Fairfield Village Drive  
Suite 200  
press, Texas 77433

✓

NO PROVISION WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL ESTATE, BECAUSE OF COLOR OR RACE IS VALID AND ENFORCEABLE 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 stated hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

DETENTION POND EASEMENT  
METES AND BOUNDS DESCRIPTION  
9.2569 ACRES OF LAND  
BEING OUT OF LOTS 1 THRU 4, BLOCK 2  
SADDLE RIDGE ESTATES  
HARRIS COUNTY, TEXAS

AUG 14 2003



*Dorely B. Kayman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

D

All that certain 9.2569 acres of land for easement being out of Lots 1 thru 4, Block 2, Saddle Ridge Estates according to the plat thereof filed in the Map Records of Harris County, Texas in Film Code No. 510006 and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2" iron rod with cap marking the most westerly northwest corner of said Block 2; Thence N 46° 13' 27" E - 408.24', with the northwest line of said Block 2 to a point for the POINT OF BEGINNING of the herein described easement;

THENCE N 46° 13' 27" E - 369.73', continuing with said northwest line to a set 5/8" iron rod for an angle point;

THENCE N 84° 25' 41" E - 133.73' to a point for corner;

THENCE with the centerline of Little Cypress Creek the following courses and distances:  
S 65° 42' 13" E - 63.49' to a point;  
S 74° 17' 31" E - 76.73' to a point;

THENCE S 00° 21' 55" E - 609.85', with the east line of said Saddle Ridge Estates to a found 1/2" iron rod with cap for an angle point;

THENCE S 00° 17' 28" E - 461.42', continuing with said east line to a found 1/2" iron rod with cap for an angle point;

THENCE S 00° 01' 39" E - 190.60', continuing with said east line to a point for corner;

THENCE S 75° 49' 32" W - 100.54' to a point for corner;

THENCE N 66° 08' 39" W - 121.01' to a point for corner;

THENCE N 03° 30' 14" W - 612.93' to a point for corner;

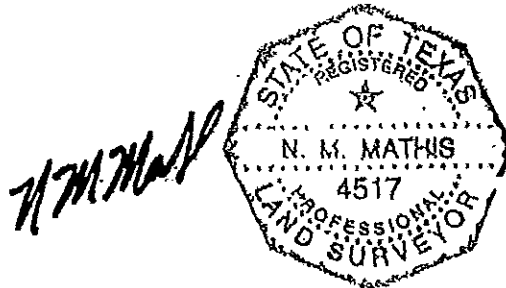
THENCE N 32° 14' 40" W - 268.70' to a point for corner;

THENCE N 57° 32' 05" W - 145.96' to a point for corner;

THENCE N 14° 49' 16" W - 101.64' to the POINT OF BEGINNING and containing 9.2569 acres (403,229 square feet) of land for easement, more or less.

Compiled from survey by:  
PREJEAN & COMPANY, INC.  
Job No. 173-63\_DET\_POND\_MB.DOC  
August 8, 2003

FILED  
2003 AUG 14 PM 3:22  
County of Harris  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



173-63-643