

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
DEER RIDGE ESTATES  
PHASE VI**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made on the date hereinafter set forth by **DEER RIDGE, LTD.**, a Texas limited partnership (referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the successor in interest to the original Declarant, Mill Stream Company, the owner of all of the real property in Parker County, Texas, which is described in Exhibit "A" attached hereto and made a part hereof and described as: Phase I; Replat of a portion of Phase I; Phase II; Replat of a portion of Phase II; Phase III, Phase IV, Replat of a portion of Phase IV, Phase V and Phase VI (the "Property"); and

WHEREAS, Declarant has created an exclusive planned community known as "**DEER RIDGE ESTATES**" and sold various lots in Deer Ridge Estates; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Deer Ridge Estates, Phase I and Phase II (the "Declaration") is recorded in Volume 2109, Page 745, Real Property Records of Parker County, Texas, the Amendment to Declaration of Covenants, Conditions and Restrictions for Deer Ridge Estates for Phase III ("Amendment for Phase III") is recorded in Volume 2458, Page 1921, Real Property Records of Parker County, Texas, the Amendment to Declaration of Covenants, Conditions and Restrictions for Deer Ridge Estates Phase IV ("Amendment for Phase IV") is recorded at Clerks File Number 201401255, Real Property Records of Parker County, Texas; and the Amendment to Declaration of Covenants, Conditions and Restrictions for Deer Ridge Estate for Phase V ("Amendment for Phase V") is recorded at Clerks File Number 201419303, Real Property Records of Parker County, Texas; and

WHEREAS, the final plat for Phase VI of Deer Ridge Estates is recorded in Cabinet D, Slide 362, Document #201419572, Official Public Records of Parker County, Texas; and

WHEREAS, the Deer Ridge Estates Architectural Control Committee has adopted Rules and Regulations for all of Deer Ridge Estates, recorded in Book 2589, Page 241, Real Property Records of Parker County, Texas; and

WHEREAS, pursuant to the provisions of paragraph 11.2 of the Declaration, Declarant or the owner of all of Phase VI, is filing this Amendment; and

WHEREAS, Phase VI of the Property is a part of Deer Ridge Estates and subject to the Declaration, as amended. Other land may be added thereto in the future pursuant to the terms and provisions of the Declaration;

NOW, THEREFORE, Declarant declares that the Property shall be held, sold and conveyed subject to the restrictions, covenants, and conditions set forth in the Declaration, as

amended, and those set forth below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The following paragraphs in the Declaration are hereby amended to apply only to Phase VI:

(a) Section 2.6 (b). Class B is hereby amended to read as follows:

(b) Class B. The Class B members shall be the Declarant who shall be entitled to control the Homeowners Association until all lots in Deer Ridge Estates have been sold. The Class B membership shall cease and be converted to Class "A" membership one hundred days after the conveyance of the last Lot in Deer Ridge Estates or any future development phase of Deer Ridge Estates, Phase VI is amended.

(b) Article VI. USE AND OCCUPANCY for Phase VI is amended as follows:

The HOA may elect to purchase Lot 33, Block 4, in the future, and use such lot for purposes deemed by the HOA to benefit the community.

(c) Section 8.22. Limitation on Square Footage and Heights for Phase VI is amended as follows:

The minimum square footage of units, exclusive of open porches and/or garages erected on Lots in Phase VI shall be 2,250 square feet. If requested, the developer shall have the right to reduce the minimum by up to 10% in his sole discretion.

(d) Section 8.24 (c). Building Setbacks and Frontages, Phase VI is amended as follows:

Lots 5-33, Block 4 - All residential buildings shall present a proper frontage to the street.

Setbacks shall be:

- Front Yard: 30 feet on all lots, except Lots 26 and 27, Block 4, which shall be 50 feet.
- Side Yard: 25 feet.
- Rear Yard: 25 feet.

(e) Section 8.39. Irrigation Systems.

For all residential lots in Phase VI, all automatic irrigation systems served by residential water wells shall be limited to 7,500 square feet of area watered for each 2 acre lot. If lots are greater than 2 acres, the allowed area of automatic irrigation may be increased at 1/2 the pro rata lot area increase, i.e., 2 acre lots allow 7,500 square feet of auto irrigation while a 2.4 acre lot allows 7,500 square feet plus one-half of an additional 1,500 square foot area for a total allowed on a 2.4 acre lot of 8,250 square feet. This limitation shall only apply to automatic irrigation systems. There shall be no limits imposed on hand watering or garden hose watering. Any planned automatic irrigation system must be submitted to the Architectural Control Committee for review and approval prior to any construction, and submittal shall clearly indicate the area of lawn covered by the automatic irrigation system.

(f) Section 8.40. Lawn Care and Property Maintenance.

The lawns and grounds of each lot must be mowed, maintained and kept in a condition expected for a residential neighborhood. Vacant lots shall be mowed at least once a year. Any debris from construction, landscaping, or mowing must be removed from the lot in a timely manner, as solely determined by the Architectural Control Committee.


(g) All utility services to homes and outbuildings shall be underground, and no overhead or on the ground utilities shall be allowed at any time except for temporary services while buildings are under construction.

(h) Except as herein amended, Declarant adopts the covenants, restrictions and conditions set forth in the Declaration as to Phase VI.

EXECUTED as of the 15<sup>th</sup> day of OCTOBER, 2014.

DECLARANT:

DEER RIDGE, LTD., a Texas limited partnership  
By: MILL STREAM COMPANY, a Texas Corporation, General Partner

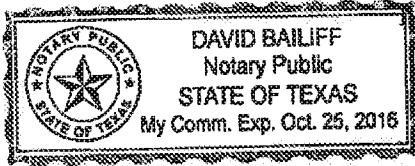
By:   
James R. Dunaway, Jr., Secretary-Treasurer

STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James R. Dunaway, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed and under oath stated that the statements in the foregoing certificate are true.

Given under my hand and seal of office this 30 day of September, 2014:

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



*Return to:*  
777 Taylor #1040  
FT Worth TX 76102  
ATTN: Jim Dunaway

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Jeane Brunson*

201419689  
10/01/2014 08:50:18 AM  
Fee: \$38.00  
Jeane Brunson, County Clerk  
Parker County, Texas  
RESTRICT