

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

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 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, Phase VI and Phase VII (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; 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; the Amendment to Declaration of Covenants, Conditions and Restrictions for Deer Ridge Estate for Phase VI ("Amendment for Phase VI") is recorded at Clerks File Number 201419689, Real Property Records of Parker County, Texas; and

WHEREAS, the final plat for Phase VII of Deer Ridge Estates is recorded in Cabinet D, Slide 440, Document #D201516599, 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 VII, is filing this Amendment; and

WHEREAS, Phase VII 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 VII:

(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 VII is amended.

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

The minimum square footage of units, exclusive of open porches and/or garages erected on Lots in Phase VII 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.

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

Lots 44-53 Block 4, Lots 1-16, Block 7, Lots 12R, 13, 14, and 39-46, Block 8, and Lots 1, 2, 16 and 17, Block 9 - All residential buildings shall present a proper frontage to the street.

Lot 44, Block 4 and Lot 1, Block 7, shall not front on or have access to Antler Ridge Drive.

Lot 12R, Block 8 and Lots 1 and 17, Block 9, shall not front on Antler Ridge Drive.

Lots 10 and 11, Block 7, shall not front on Hartley Way.

Lot 53, Block 4 and Lot 46, Block 8 shall not front on Stand Lane.

Setbacks shall be:

Front yard	30 feet
Side yard	25 feet except as follows: <ul style="list-style-type: none"> - Lot 44, Block 4 and Lot 1, Block 7, shall have a 50-foot side yard along Antler Ridge Drive - Lot 53, Block 4 and Lot 46, Block 8, shall have a 30-foot side yard along Stand Lane. - Lots 10 and 11, Block 7, shall have a 30-foot side yard along Hartley Way. - Lots 1 and 17, Block 9, shall have a 30-foot side yard along Antler Ridge Drive.
Rear Yard	25 feet

(d) Section 8.39. Irrigation Systems.

For all residential lots in Phase VII, 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 $\frac{1}{2}$ 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.

(e) 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.

(f) 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.

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

EXECUTED as of the 21 day of AUGUST, 2015.

DECLARANT:

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

By: *James R. Dunaway, Jr.*
James R. Dunaway, Jr., President

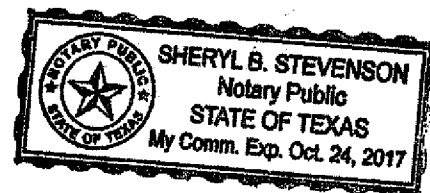
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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 21 day of August, 2015.

Sheryl B. Stevenson
Notary Public – State of Texas

Return to:
James R. Dunaway, Jr.
777 Taylor Street, \$1040
Fort Worth, TX 76102



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Jeane Brunson

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08/21/2015 02:36:45 PM

Fee: \$38.00

Jeane Brunson, County Clerk

Parker County, Texas

RESTRICT