

754-10-0303

2005-009343

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SECTION 3  
OF DOMINION RIDGE SUBDIVISION

STATE OF TEXAS            )(

COUNTY OF HARRIS        )(

This Supplemental Declaration of Covenants, Conditions and Restrictions for Section 3 of Dominion Ridge Subdivision ("Supplemental Declaration") is made on the date hereinafter set for by Montco Lots, L.L.C. ("Declarant").

W I T N E S S E T H

WHEREAS, a Declaration of Covenants, Conditions & Restrictions for Section 1 of Dominion Ridge Subdivision (said declaration, and any amendments thereto being collectively referred to hereinafter as the "Section 1 Declaration") has been filed in the official records of Montgomery County, Texas under Clerk's File No. 99057870, and

WHEREAS, a Declaration of Covenants, Conditions & Restrictions for Section 2 of Dominion Ridge Subdivision (said declaration, and any amendments thereto being collectively referred to hereinafter as the "Section 2 Declaration") has been filed in the official records of Montgomery County, Texas under Clerk's File No. 2002-013241, and

WHEREAS, Article I, Section 2 (a) of said Section 1 Declaration and Section 2 Declaration provide that additional property owned by the declarant, as defined therein, may be subjected to the scheme of said Section 1 Declaration and Section 2 Declaration by a supplemental declaration, provided, that such covenants and restrictions relating to such additional property may be altered or modified, and

WHEREAS Montco Lots, L.L.C. ("Declarant") has been assigned the rights, privileges, duties and obligations of Declarant as defined in the Section 1 Declaration and Section 2 Declaration, and

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" (Property) attached to this Supplemental Declaration, and

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WHEREAS Declarant desires to subject the Property to the scheme of said declarations, provided, that the covenants and restrictions relating to the Property will be altered or modified as provided in this Supplemental Declaration.

NOW THEREFORE Declarant hereby adopts, establishes and imposes upon the Property the covenants, conditions and restrictions set forth in the Section 1 Declaration and the Section 2 Declaration, subject to such alterations and modifications hereinafter set forth, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest thereto, or any part thereof, and which shall be binding upon and inure to the benefit of any such owner, and such owner's heirs, executors, agents, successors and assigns.

ARTICLE I  
Definitions

Section 1. Unless otherwise provided in this Supplemental Declaration, the terms herein will have the same meaning stated in the Section 1 Declaration and Section 2 Declaration. The following terms will have the following meanings in this Supplemental Declaration:

"Declarant" shall mean and refer to Montco Lots, L.L.C., and to successors and assigns of Declarant if the rights and obligations of Declarant are specifically assigned.

"Plat" shall mean and refer to any map or plat relating to the Property which is recorded in the official records of Montgomery County, Texas.

"Property" shall mean and refer to the real property described in Exhibit "A" attached to this Supplemental Declaration.

ARTICLE II  
Reservations and Exceptions

Section 1. Declarant does hereby dedicate all easements, public and private roads, and right-of-ways, building lines and other matters which may be shown in a Plat. Declarant reserves the right to modify and alter the matters shown in the Plat if, in the sole judgment of Declarant, such modifications and alterations are in the best interests of the Property and the Association.

Section 2. In the event that this Declaration is amended in a manner inconsistent with any matter shown on the Plat, then the Plat may be amended by Declarant to conform with such amendment without the consent of any Owner of a Lot which may be affected by such amendment.

Section 3. All right, title or interest in and to any Lot or parcel of land within the Property conveyed by Declarant by contract, deed or other conveyance shall be subject to any easement, license, or right-of-way for water, gas, sewer, storm sewer, electric power, telephone and other utility purposes presently existing and otherwise created by the Declarant and this Supplemental Declaration.

Section 4. Declarant reserves the right to make changes in and additions to the above described easements for the purpose of efficiently and economically installing improvements, which, in the sole discretion of Declarant, are necessary to provide any utility service to the Property.

Section 5. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, garbage and trash collection vehicles and all other service vehicles to enter upon the property in performance of their duty.

Section 6. No conveyance or mortgage of the Property, or any Lot or parcel of the Property, shall include the right to request or receive reimbursement for the construction, maintenance, lease or sale of any roads, drainage, water and/or sewer facilities relating to the Property. No conveyance or mortgage of the Property, or any Lot or parcel of the Property, shall include any right to request or receive compensation for the construction, maintenance, lease or sale of any improvement relating to such Property which is derived from any agreement relating to such improvement, or which is derived from any applicable local, state and/or federal law.

Section 7. All Owners acknowledge that all fencing erected upon the Property has been erected for appearances and is not intended to serve as a boundary line for such Lot. All Owners expressly covenant and agree that the placement of a fence upon a Lot will not be the basis for an Owner to claim ownership of adjoining property upon which such fence encroaches. All Owners expressly covenant and agree that no Owner may claim, by adverse possession, ownership of any portion of any Lot or parcel of the Property by virtue of the placement of a fence, and each Owner is granted a easement to use any portion of an adjoining Owner's Lot encroached by any fence until such time as the fence is removed and replaced.

ARTICLE III  
Architectural Control Committee

Section 1. Upon written request by an applicant, the Architectural Control Committee, as described in the Section 1 Declaration and Section 2 Declaration, in its sole determination, may grant specific variances for the Property to architectural guidelines and other provisions of the Section 1 Declaration, the Section 2 Declaration and this Supplemental Declaration if:

A. the granting of a variance will not materially and adversely affect the architectural, environmental or aesthetic standards of the property; and

B. denial of the variance will cause substantial hardship, or

C. the variance is necessary due to unusual circumstances not occasioned by the conduct of the applicant, or

D. the applicant for a variance has acted in good faith to comply with the architectural guidelines and Declaration, and the applicant's failure to comply was inadvertent or for reasons beyond the control of such applicant.

Section 2. Neither the Association, nor the Architectural Control Committee, nor any agent or employee of any of the preceding entities, shall be liable to any person for any actions or failure to act as a member of the board of trustees or Architectural Control Committee, or for any approval or disapproval of any application for variance, or for any other act or omission in performance of the function of the Architectural Control Committee, including, without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance.

Section 3. The approval of plans and specifications for an Improvement, the approval of any variance, and the promulgation of architectural guidelines shall not ever be construed as a guarantee or representation that such Improvement will comply with all laws and ordinances enacted by any governmental authority relating to the Improvement, or its use.

ARTICLE IV  
Assessments by the Association

Section 1. The covenants for assessments provided in Article IV of the Section 1 Declaration and the Section 2 Declaration will apply to the Property subject of this Supplemental Declaration.

ARTICLE V  
Obligation of Declarant to Provide Common Areas and Facilities

Section 1. Unless otherwise agreed or represented by Declarant in writing, Declarant shall have no obligation to provide Common Areas, common facilities, landscaping and/or any other real or personal property of any nature within the Property which is to be owned by, or otherwise to be used by the Association and the Members.

Section 2. Except as set forth in writing by Declarant, Declarant neither warrants nor represents that Declarant will provide any Common Areas, common facilities, landscaping and/or any other real or personal property within the Property for the Association and the Members. Except as set forth in writing by Declarant, Declarant neither warrants nor represents that Declarant will install or construct fences, gates, devices, buildings, landscaping, street lights or any other improvements which improve the appearance and value of the Property. Except as set forth in writing by Declarant, Declarant neither warrants nor represents that Declarant will install or construct fences, gates, devices, buildings, landscaping, street lights, security services or any other improvements which are intended to protect persons or property from criminal conduct.

Section 3. In the event that Common Areas, common facilities, landscaping and/or any other real or personal property are conveyed to the Association by Declarant, the Association and all Members agree the Common Areas, common facilities, landscaping and/or any other real or personal property will be conveyed "AS IS", without warranties of any nature by Declarant. Without limiting the foregoing, Common Areas, common facilities, landscaping and/or any other real or personal property will be conveyed to the Association without warranties as to workmanship and materials, without warranties of fitness for a particular purpose, and without warranties of merchantability.

Section 4. The Association will indemnify and hold Declarant harmless against any and all claims, demands and judgments of any nature by any person, including an Owner and the Association, arising from and/or in any manner relating to the failure of Declarant to provide Common Areas, common facilities, landscaping and/or any other real or personal property for the use and benefit of the Association and the Members. The Association will indemnify and hold Declarant harmless against any and all claims, demands and judgments of any nature by any person, including an Owner and the Association, arising from and/or in any manner relating to the condition, marketability and/or use of any Common Areas, common facilities and/or any other real or personal property conveyed or transferred by Declarant to the Association or to the Members.

Section 5. Declarant shall have no obligation to maintain, repair and replace any Common Area, common facilities, landscaping and/or any other real or personal property conveyed to or otherwise owned by the Association.

ARTICLE VI  
Protective Covenants

Section 1. No single primary residential dwelling, not including guest houses or servants quarters, shall be placed on any Lot within the Property unless its living area (air conditioned/heated space) has (exclusive of porches and garages) at least 2,300 square feet. Notwithstanding the preceding, no two story dwelling shall have less than 2,600 square feet of living area.

Section 2. Hardi plank, or other comparable cement fiber siding, will be allowed on ground floor outer walls provided it is accompanied with masonry, brick or stone combinations as presented to and approved by the Architectural Control Committee.

ARTICLE VII  
Termination and Amendment

Section 1. The provisions contained in this Supplemental Declaration, as presently existing or as they may be amended, shall run with and bind the Property, and shall inure to the benefit of and be binding upon the Association, Declarant and Owners for a term of twenty-five (25) years from the effective date of this Supplemental Declaration, after which time they shall be automatically extended for successive periods of five (5) years.



Section 2. For so long as Declarant holds any right, title or interest in and to any Lot or part of the Property, Declarant reserves the right to amend or terminate the provisions of this Supplemental Declaration by written instrument signed by Declarant and recorded in the official public records of the county in which the Property is located.

Section 3. In the event that Declarant ceases to hold any right, title or interest in and to any Lot or part of the Property, this Supplemental Declaration may be amended and/or terminated as delineated in the Section 1 Declaration and Section 2 Declaration.

#### ARTICLE VIII

##### Applicable Restrictions and Conflicts

Section 1. Unless otherwise provided herein, the scheme of the Section 1 Declaration and Section 2 Declaration will extend to the Property; and all covenants, conditions and restrictions in said Section 1 Declaration and Section 2 Declaration will be imposed upon the Property.

Section 2. In the event of any conflict between this Supplemental Declaration, the Section 1 Declaration and the Section 2 Declaration, the terms of this Supplemental Declaration will control and supersede over the terms of the Section 1 Declaration and Section 2 Declaration. In the event of any conflict between the Section 1 Declaration and Section 2 Declaration (as applied herein to the Property), the terms of the Section 1 Declaration will control and supersede over the terms of the Section 2 Declaration.

IN WITNESS THEREOF, this Supplemental Declaration is signed effective as of the 20th day of January, 2005.

DECLARANT  
MONTICO LOTS, L.L.C.

By: \_\_\_\_\_

Dan Silvestri  
Manager

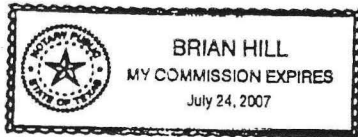
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ACKNOWLEDGMENT

STATE OF TEXAS            )(

COUNTY OF HARRIS        )(

The foregoing instrument was acknowledged before me on the  
20th day of JANUARY, 2005 by Dan Silvestri, Manager of  
Montco Lots, L.L.C., a Texas limited liability company, on behalf  
of said company.



  
NOTARY PUBLIC



**EXHIBIT A**

Being 45.585 acres of land in the James Edwards Survey, Abstract Number 190, Montgomery County, Texas being the Dominion Ridge, L.P. remaining acreage described in County Clerk's File Number 98101389 Real Property Records of Montgomery County, Texas being more particularly described as follows:

**BEGINNING** at a southeast corner of Lot 6, Block 2, (Amended) Dominion Ridge, Section One as per plat recorded in Cabinet N, Sheets 81 and 82 of the Montgomery County Map Records, Montgomery County, Texas being in the west line of Boulder Ridge Drive, based on a 60 foot width;

**THENCE** in a southerly direction along a curve to the left being the west line of said Boulder Ridge Drive having a radius of 1230.00 feet, a central angle of 03°20'35" and a long chord which bears S 10°00'01"E 71.76 feet for an arc distance of 71.77 feet to a point of tangency;

**THENCE** S 11°40'18"E 114.35 feet along the west line of said Boulder Ridge Drive to the south end of said Boulder Ridge Drive;

**THENCE** N 78°19'42"E passing at 60.00 feet the east line of said Boulder Ridge Drive being the southwest corner of Lot 11, Block 1 of said Dominion Ridge, Section One in all a total distance of 385.79 feet to the southeast corner of said Lot 11 and being in the centerline of White Oak Creek North;

**THENCE** along the centerline of said White Oak Creek North in a southeasterly direction the following courses and distances;

S 23°21'31"E 7.18 feet;  
 S 02°00'28"E 30.40 feet;  
 S 07°42'26"E 38.42 feet;  
 S 24°02'08"E 41.53 feet;  
 S 38°14'16"E 24.76 feet;  
 N 74°01'03"E 36.33 feet;  
 S 09°27'11"E 65.72 feet;  
 S 31°03'57"W 79.53 feet;  
 S 43°55'00"E 29.73 feet;  
 S 16°31'06"E 49.41 feet;  
 S 11°40'34"E 36.24 feet;  
 S 27°23'26"W 44.65 feet;  
 S 23°20'52"E 24.33 feet;  
 S 00°24'52"W 62.24 feet;  
 S 22°45'08"E 33.26 feet;  
 S 49°53'04"E 34.76 feet;  
 S 37°44'43"W 22.88 feet;

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S 02°15'50"E 37.97 feet;  
S 14°56'11"W 27.84 feet;  
S 58°34'11"E 77.13 feet;  
S 06°58'31"W 27.03 feet;  
S 38°17'48"E 87.50 feet;  
S 15°52'18"E 21.61 feet;  
S 49°37'31"W 26.64 feet;  
S 13°08'40"W 64.16 feet;  
S 05°09'31"E 69.59 feet;  
S 05°15'36"W 65.30 feet;  
S 47°46'04"W 46.84 feet;  
S 53°52'49"W 61.68 feet;  
S 15°30'36"W 65.91 feet;  
S 25°52'18"W 56.43 feet;  
S 41°26'36"W 29.53 feet to the southeast corner of said 45.585 acre tract;

**THENCE** N 75°23'18"W 232.05 feet along the southerly line of said 45.585 acre tract;

**THENCE** N 76°24'57"W 2,317.86 feet along the southerly line of said 45.585 acre tract to its southwest corner;

**THENCE** N 14°46'02"E 651.50 feet along the west line of said 45.585 acre tract to the southwest corner of Dominion Ridge, Section 2;

**THENCE** S 75°07'56"E 1,172.38 feet along a south line of said Dominion Ridge, Section 2 to the southeast corner of Lot 25, Block 1;

**THENCE** in a northerly direction along a curve to the left being the easterly line of said Lot 25 having a radius of 870.00 feet, a central angle of 04°43'03" and a long chord which bears N 14°14'58"W 71.61 feet for an arc distance of 71.63 to the south line of Post Ridge Drive;

**THENCE** S 88°37'56"E 62.87 feet along the southerly line of said Post Ridge Drive to the northwest corner of Lot 1, Block 3;

**THENCE** in a southerly direction along a curve to the right being the westerly line of said Lot 1 having a radius of 930.00 feet, a central angle of 10°54'08" and a long chord which bears S 09°57'42"E 176.69 feet for an arc distance of 176.96 feet to the southwest corner of said Lot 1;

**THENCE** S 64°44'23"E 54.01 feet along the southerly line of said Lot 1;

**THENCE** S 48°27'27"E 97.47 feet along the southerly line of said Lot 1;

**THENCE** N 43°44'57"E 28.12 feet along the southerly line of said Lot 1;

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THENCE S 67°29'11"E 36.54 feet along the southerly line of said Lot 1 to its southeast corner;

THENCE N 14°48'54"E 245.07 feet along a east line of said Lot 1 to its northeast corner;

THENCE in a westerly direction along a curve to the left being the northerly line of said Lot 1 having a radius of 440.00 feet, a central angle of 06°48'11" and a long chord which bears N 78°35'12"W 52.21 feet for an arc distance of 52.24 to the east end of Post Ridge Drive;

THENCE N 08°00'43"E 60.00 feet along the east end of said Post Ridge Drive to the southwest corner of Lot 1, Block 2;

THENCE in a easterly direction along a curve to the right being the southerly line of said Lot 1 having a radius of 500.00 feet, a central angle of 32°09'15" and a long chord which bears S 65°54'40"E 276.93 feet for an arc distance of 280.60 feet to the southeast corner of said Lot 1;

THENCE N 11°40'18"W 329.03 feet along the easterly line of said Lot 1 to its northeast corner being the southwest corner of Lot 6, Block 2, said Dominion Ridge, Section One;

THENCE N 81°46'26"E 272.59 feet along the southerly line of said Lot 6 to the PLACE OF BEGINNING.

FOR RECORD

2005 JAN 28 AM 10:29

*Mark J. Lumball*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**RECORDING MEMORANDUM**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JAN 28 2005



*Mark J. Lumball*  
County Clerk  
Montgomery County, Texas

Return:  
City of Conroe  
P.O. Box 3066  
Conroe, TX 77305  
ATTN: TAMMY BAILEY