

22
12

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SONOMA RIDGE

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

§

This Declaration, made on the date hereinafter set forth by STONE RANCH DEVELOPMENT II, LP, hereinafter referred to as "Developer":

WITNESSETH:

Whereas, the undersigned is the owner of that certain tract of land known as "SONOMA RIDGE" being a subdivision of 86.903 acres of land situated in the John Edwards Survey, A-13, Montgomery County, Texas according to the plat ("Plat") of said SONOMA RIDGE, recorded in the office of the County Clerk of Montgomery County, Texas, after having been approved as provided by law, and being recorded in Cabinet Z, Sheet(s) 415, of the Map Records of Montgomery County, Texas (hereinafter referred to as the "Property" or the "Subdivision"); and

WHEREAS, it is the desire of the undersigned to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision.

NOW, THEREFORE, the undersigned hereby adopts, establishes and imposes this Declaration of Covenants, Conditions and Restrictions for Sonoma Ridge upon SONOMA RIDGE and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Restrictions shall run with the Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any area not included in the boundaries of said Plat unless specifically provided for herein. Developer also declares that the Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I

DEFINITIONS

Section 1.01 "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation any property adjacent to or in the proximity of the Property.

Section 1.02 "Association" shall mean and refer to the Sonoma Ridge Homeowner Association, and its successors and assigns.

Section 1.03 "SONOMA RIDGE" shall mean and refer to the Subdivision and any other sections of SONOMA RIDGE hereafter made subject to the jurisdiction of the Association.

Section 1.04 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase lots and build speculative or custom homes thereon for third party purchasers.

Section 1.06 "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Developer and/or the Association for the common use and enjoyment of the Owners and/or any real property and improvements, including, but not limited to, drainage and utility easements and other facilities and areas designated on the Plat within the Common Area to which the Owners may hereafter become entitled to use.

Section 1.07 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.08 "Developer" shall mean and refer to STONE RANCH DEVELOPMENT II, LP and its successors and assigns.

Section 1.09 "Lot" shall mean and refer to any plot of land identified as a lot or tract on the Plat of the subdivision. For purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Common Areas", "Reserves", "Restricted Reserves" or "Unrestricted Reserves", (defined herein as any Common Areas, Reserves, Restricted Reserves or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area.

Section 1.10 "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers (a seller under a Contract for Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein) and (iii) Builders.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Plat of the Property. The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying the Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or Lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on the Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or any District serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes and other easement hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Developer may convey title to said easements to the public, a public utility company or the Association.

Section 2.04 Utility Easements.

(a) Ground and aerial utility easements may be dedicated in accordance with the Plat by separate recorded easement documents.

(b) No building shall be located over, under, upon or across any portion of any utility easement. Further, no fence, building or other structure or improvements may be placed on any utility or drainage easement along or adjacent to any road or street. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.05 Use of Easements by Owners. The easements shown on the Plat adjacent to any road or street may be used by all the Owners, their families, guests and invitees for the purpose of pedestrian walking or jogging and for riding horses or non-motorized vehicles or similar activities. No fence or other structures shall be constructed or maintained on any part of said easements. No motorized vehicle of any type, including without limitation, any motorcycle, go-cart, tractor or automobile, ATV or other motorized vehicle, shall be permitted on said easement, except equipment necessary for the construction, maintenance and repair of said easements shall be permitted. The portion of each Lot adjacent to any street or road upon which an easement is located shall be mowed and maintained by the Association.

Section 2.06 Roads and Streets. Subject to the terms and conditions of this Section 2.06, the roads and streets in the Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Developer sees fit to install (or permit to be installed) in, across and/or under the Property.

Section 2.07 Maintenance of Drainage and Access Easements Including Detention Facilities. The maintenance of all drainage and access easements, which includes detention facilities, shall be the responsibility of the affected Lot Owner(s).

If any easement (including detention facilities) is not maintained to the City of Houston standards, the City is authorized, but not obligated, to provide all necessary maintenance and charge the cost to the Lot Owner(s) affected by the easement (including detention facilities) maintained by the City. In the event the City exercises its rights to provide maintenance to the easement(s), the

City shall have the same rights to secure the assessed costs with a lien on the affected Lots as the Association has to secure payment of the Maintenance Charge.

ARTICLE III

USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Lot or Composite Building Site other than one dwelling unit per each Lot to be used for residential purposes except that one guest/servants house may be built provided said guest/servants house must contain a minimum of 500 square feet and be built after or while the main dwelling is being built and be approved in writing by the Architectural Control Committee. Detached garages, work shops, and barns may be constructed on the Lot prior to the main dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes. All dwellings, detached garages, work shops, and barns must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the Lot. The term "dwelling" does not include single or double wide mobile or manufactured homes, or any old or used houses to be moved on the Lot and said manufactured and used homes are not permitted within the subdivision. All dwellings must have at least 2,000 square feet of living area, excluding porches, and be built with new construction materials. If dwelling is a 2 story, the first floor must have at least 1600 square feet of living area excluding porches. No residence shall have less than fifty percent (50%) brick or equivalent masonry construction on its exterior wall area except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. A camper or recreation vehicle may be used for living quarters on the property only during the period of construction of the permanent dwelling, and then, for a period not to exceed one (1) year. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes, trailers, or manufactured homes being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. Provided, however, an Owner may maintain a home office provided there are no signs advertising the business.

Section 3.02 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of all Lots in the same block.

Section 3.03 Location of the Improvements upon the Lot. No building of any kind shall be located on any Lot or Composite Building Site nearer to any side or rear property line, or nearer to

any public road and no nearer to the natural creek waterway as may be indicated on the Plat; provided, however, as to any tract, Architectural Control Committee may waive or alter any such setback line if the Architectural Control Committee, in the exercise of the Architectural Control Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a tract. Any such waiver or alteration must be in writing and recorded in the Real Property Records of Montgomery County, Texas. All dwellings placed on a Lot must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The main residential structure on any Lot shall face the front of the Lot unless a deviation is approved in writing by the Architectural Control Committee.

Section 3.04 Residential Foundation Requirements. All building foundations shall consist of concrete slabs, unless the Architectural Control Committee approves a different type of foundation when circumstances such as topography of the Lot make it impractical to use a concrete slab for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum finished slab elevation for all structures shall be above the 100 year flood plain elevation, or such other level as may be established by the Commissioner's Court of Montgomery County, Texas, and other applicable governmental authorities.

Section 3.05 Driveways All driveways in the Subdivision shall be constructed of concrete.

All driveway culverts will be constructed with a concrete headwall on each end of the culvert.

The construction of driveways and the concrete headwalls (both as to design and materials) is specifically made subject to ARTICLE IV and the control of the Architectural Control Committee.

Section 3.06 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently; provided, however, that Developer reserves the exclusive right on its behalf and that of any Builder owning in excess of ten (10) Lots for the purpose of constructing homes to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

Section 3.07 Water and Gas Supply. All Lot Owners will be required to connect to and use the central water supply as their source of water for all household purposes. These Covenants, Conditions and Restrictions shall not prohibit Lot Owners from having an individual water well for non-household purposes, e.g. irrigation, livestock, swimming pool. All water wells must meet state and county requirements.

All Lot Owners will be required to connect to and use the central gas supply as their source of gas for all household purposes. All homes in SONOMA RIDGE must have 1.) central gas heating, 2.) gas water heating, and 3.) gas cooking or clothes drying.

Section 3.08 Sanitary Sewers. No outside, open or pit type toilets will be permitted in the Subdivision. All dwellings constructed in the Subdivision, prior to occupancy, must have a sewage disposal system installed to comply with the requirements of the appropriate governing agency.

Section 3.09 Walls and Fences. All walls and fences, if any, must be approved prior to construction by the Architectural Control Committee to ensure architectural harmony.

Section 3.10 Prohibition of Offensive Activities. Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything offensive be done in the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes or land in the Subdivision. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.11 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in the Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of the Subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.12 Junked Motor Vehicles Prohibited. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker or license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee.

Section 3.13 Signs. No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except one (1) sign not more than forty-eight inches (48") square, advertising an Owner's home for sale or rent. Provided, however, any Builder may maintain reasonable signs on Lots for the sale of new homes constructed by said Builder. Developer or any member of such Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and

are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.14 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets and one (1) horse or cow per acre may be kept provided that they are not kept, bred or maintained for commercial purposes and do not, in the Association's sole opinion, become a nuisance or threat to other Owners. Provided, however, animals being raised for 4-H or FFA school sponsored programs will be permitted as long as it does not become a nuisance. No swine or chickens are allowed.

Section 3.15 Logging and Mineral Development. Neither the Developer nor any Owner shall conduct commercial logging, oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Provided, however, that this provision shall not prevent the leasing of the Subdivision or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the Subdivision so leased may be developed from adjacent lands by directional drilling operations.

Section 3.16 Drainage. Natural, established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. The breaking of curbs, if any, for drive installations will be accomplished in a good and workmanlike manner and such break will be re-cemented without hindrance to drainage and such work is subject to the inspection and approval of the Architectural Control Committee.

Section 3.17 Lot Maintenance. All Lots (to specifically include any detention area easements), at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass in cleared open yard areas on said Lot cut and shall in no event use any Lot for storage of materials or 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. Provided, however, the burning of underbrush and trees during lot clearing shall be permitted. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing (in cleared open yard areas outside of the natural vegetation areas).
- c. Tree and shrub pruning (outside of the natural vegetation areas).

- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas, walkways and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Contractor or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus a reasonable fee per month for each instance. Payment thereof shall be collected by adding the charges to the Maintenance Charge and shall be payable on the first day of the next calendar month with the regular monthly Maintenance Charge payment.

Section 3.18 Exterior Maintenance of Building. In the event the owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or the Developer will give such owner written notice of such conditions. Fifteen (15) days after notice of such condition to Owner, and failure of Owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, may enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The Owner thereof shall be billed for cost of necessary repairs, plus ten (10%) percent. All monies so owed the Association will be added to the Maintenance Charge and shall be payable on the first day of the next calendar month with the regular monthly maintenance charge payment.

Section 3.19 Hazardous Waste. No Lot in the Subdivision shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept upon any Lot except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought onto, installed, used, stored, treated, disposed of or transported over the Subdivision or any Lot therein, and all activities on all Lots shall, at all times,

comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., The Clean Act, 42 U.S.C. §§7401 et seq., and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

Section 3.20 Window Air Conditioners No window or wall type air conditioner shall be permitted to be used, erected, or placed or maintained in or on any building except in authorized sales offices as described above.

Section 3.21 Mailboxes, house numbers and similar structures must be harmonious with the overall character and aesthetics of the Subdivision

Section 3.22 Antennas, Electronic Transmitters, Satellite Dishes No electronic antenna or device of any type other than one antenna for receiving television signals, FM signal and/or citizens band signals shall be erected, constructed placed or permitted to remain on any Lots, residencies thereon or other permitted buildings constructed in the properties. Only one exterior television antenna shall be allowed for each Lot and only if it is roof mounted and does not exceed four feet (4') over the main roof hip or highest point of the roof of the main residential structure on such Lot. The permitted antenna may be free standing (with or without guidewires) or may be attached to the residential structure; however, in any event the antenna's location shall be restricted to the rear of the residential structure or to the rear of the roof ridge line, gable or center line or the residential structure so as to be hidden from sight, to the greatest extent practical, when viewed from the front of the lot.

Satellite dish antennas and/or any other dish type antennas, where permitted, must be mounted in concrete below ground level in such a manner that if unanchored in a high wind they will do no damage to the Properties, and mounted so that they do not exceed fence height and are not visible from the street. Such satellite dish or dish type antenna shall not be more than ten feet (10') in diameter. The location of such satellite dish or dish type antenna shall be restricted to the rear of the residential structure so as to be hidden from sight, to the extent practical when viewed from the front of the Lot. Notwithstanding the above, the location, size, design and practicality for any satellite dish or dish type antenna must be approved, prior to construction and installation by the Architectural Control Committee.

Section 3.23 Windows Facing Streets No windows facing or visible from the street shall be covered with newspapers, aluminum foil or other unsightly materials. Sheets may be placed upon a window only temporarily for a period not to exceed sixty (60) days from the date of the occupancy of any house. No windows, including those in garages, shall be painted

Section 3.24 Garages Garages must be provided for all residences. The garage shall conform in design and material with the main structure..

Section 3.25 Vehicles and Vehicle Parking No Motor homes, boats, trucks, campers, boat rigging, boat trailers, house trailers, mobile homes, truck cabs, detached camper tops, recreational vehicles (RVs), commercial vehicles, any vehicle with commercial logos or signs, any inoperative vehicle, any self-propelled or towable equipment or machine, automobile, vans or other vehicle shall be stored, parked or kept on any Lot unless they are placed and parked in the garage of the homeowner with the garage door completely closed or unless they are only temporarily parked or placed on the driveway no closer to the street than the building front setback line as shown on the recorded plat of the subdivision. It is the intent of this section that no such vehicles shall ever be parked on any street or driveway or other portion of the Lot exposed to public view, except for temporary parking incident to the contemporary use of such vehicle, nor shall same be left parked on any Lot unless parked inside the garage or otherwise obscured from general view by some type of screening or fencing approved by the Architectural Control Committee..

Section 3.26 Outdoor swimming pools, hot tubs, spas, decking and gazebos. The design and location of outdoor swimming pools, hot tubs, spas, decking, greenhouses and gazebos must be approved, prior to installation and/or construction by the Architectural Control Committee and such pools, etc., must be securely fenced in accordance to deed restrictions. Each Lot Owner shall provide adequate fencing around any swimming pool, hot tub, and/or spa constructed or installed on his Lot so as to safely keep children out of the pool or spa area.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 4.01 Basic Control

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or substantial changes made in the design or exterior appearance thereof (including, without limitation, the color of any painting, staining or siding which must be in harmony with the Subdivision), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing

improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the Committee shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Association.

(c) Each application is also subject to the terms of ARTICLE X.

Section 4.02 Architectural Control Committee.

(a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the appointment of the Architectural Control Committee by the Board of Directors of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee," as used in this Declaration, shall mean or refer to the Developer or to the Sonoma Ridge Architectural Control Committee composed of members of the Association, as applicable.

(b) At such time as Developer chooses or in any event when all of the Lots in the Subdivision have been conveyed by Developer (from time to time hereafter referred to as the "Control Transfer Date"), the Developer shall cause an instrument transferring control to the Association to be placed of record in the Real Property Records of Montgomery County, Texas (which instrument shall include the Control Transfer Date). Thereupon, the Board of Directors of the Association shall appoint a committee of three (3) members to be known as the Sonoma Ridge Architectural Control Committee. From and after the Control Transfer Date, each member of the Committee must be an Owner of property in SONOMA RIDGE Subdivision. Additionally, the Developer shall have the right to discontinue the exercise of architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Real Property Records of Montgomery County, Texas.

Section 4.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such

submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 4.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 4.05 Minimum Construction Standards. The Developer or the Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and such Developer or Committee shall not be bound thereby.

Section 4.06 Variance. The Developer or the Committee, as the case may be, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Developer and the Committee reserve the right to grant variances as to building setback lines, minimum square footage of the residence and other items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Lot and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot concerned and the Plat.

ARTICLE V

SONOMA RIDGE HOMEOWNER ASSOCIATION

Section 5.01 Membership. Every person or entity who is an Owner of any Lot in SONOMA RIDGE Subdivision which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract buyers, 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 or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, the Directors of the Association shall also be Members of the Association (as more particularly described in the Bylaws). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association.

Section 5.02 Non-Profit Corporation. Sonoma Ridge Homeowner Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.03 Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

ARTICLE VI

MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association a monthly maintenance charge (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such Maintenance Charge and other charges and assessments are made.

Section 6.02 Basis of the Maintenance Charge.

(a) The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund," which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot (or Composite Building Site) to the Association annually, in advance, on or before the first day of January of each calendar year, beginning with the first day of January, 2006, or on such other basis (monthly, quarterly or semi-annually) as the Developer or the Board of Directors of the Association may designate in its sole discretion. Provided, however, in the event an Owner obtains consent from the Committee for a Composite Building Site pursuant to Section 3.02 hereof, such Composite Building Site shall be considered for the Maintenance Charge as one Lot beginning upon the completion of the improvements thereon.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by the abandonment of his Lot.

(c) The exact amount of the Maintenance Charge applicable to each Lot will be determined by the Developer or the Board of Directors of the Association upon the Control Transfer Date on an annual basis. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to the provisions hereof.

(d) The Maintenance Charge described in this Article VI and other charges or assessments described in this Declaration shall not apply to the Lots owned by the Developer. The Developer, prior to the Control Transfer Date, and the Association, from and after the Control Transfer Date, reserve the right at all times in their own judgment and discretion, to exempt any Lot ("Exempt Lot") in the Subdivision from the Maintenance Charge, in accordance with Section 6.07 hereof. If an Exempt Lot is sold to any party, the Maintenance Charge shall be automatically reinstated as to the Exempt Lot and can only be waived at a later date pursuant to the provisions of the preceding sentence. The Developer, prior to the Control Transfer Date, and the Association, from and after the Control Transfer Date, shall have the further right at any time, and from time to time, to adjust or alter said Maintenance Charge from month to month as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments hereby levied, a vendor's (purchase money) lien for the benefit of the Association shall be and is hereby reserved in the deed from the Developer to the purchaser of each Lot or portion thereof (whether specifically stated therein or not), which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by a non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Montgomery County, Texas. In the event that the Association has

determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Montgomery County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days' prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 6.03 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Montgomery County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 6.04 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

Section 6.05 Liens Subordinate to Mortgages. The liens described in this Article VI and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such transferee of title to a Lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days' advance written notice of the Association's proposed foreclosure of the lien described in Section 6.01 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI:

Section 6.06 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Subdivision and other portions of the Annexable Area which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article VIII, including the maintenance of the Common Areas, any Drainage Easements, Utility Easements and the establishment and maintenance of a reserve fund for maintenance. The Maintenance Fund may be expended by the Developer or the Association for any purposes which, in the judgment of the Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area or easements or the enforcement of these Restrictions as may from time to time be authorized by the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.07 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties owned by the Developer or the Association; (b) all properties dedicated to and accepted by a local public authority; (c) any Common Area; and (d) all properties owned by a charitable or

nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge.

Section 6.08 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided at least annually, information on the Maintenance Fund.

ARTICLE VII

DEVELOPER'S RIGHTS AND RESERVATIONS

Section 7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) the date of Developer's written notice to the Association of Developer's termination of the rights described in Article VII hereof. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

Section 7.02 Right to Construct Additional Improvements in Common Area. Developer shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners, so long as such construction does not directly result in the increase of such Maintenance Charge. Developer shall, upon the Control Transfer Date, convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

Section 7.03 Developer's Rights to Use a Lot or Common Areas in Promotion and Marketing of the Property and Annexable Area. Developer shall have and hereby reserves the right to reasonable use of any Lot or Common Area and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Lot or Common Area such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property and Annexable Area; may use

vehicles and equipment within the Lot or Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property and Annexable Area, who are not Owners or Members of the Association, to use the Lot or Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Property and Annexable Area.

Section 7.04 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located, in, on, under, over and across (i) the Lots or other property owned by Developer, (ii) the Common Area, and (iii) existing utility easements. Developer also reserves the right, without consent of any other Owner or the Association, to (i) grant or create temporary or permanent easements for access over and across the streets and roads within the Subdivision to and from any public road for the benefit of Owners of Lots, regardless of whether the beneficiary of such easements own property which is hereafter made subject to the jurisdiction of the Association and (ii) permit owners of property within the Annexable Area which is not made subject to the jurisdiction of the Association to use the recreational facilities of the Association and other Common Area, including any lake or pond, provided that said owners pay to the Association their proportionate share of the cost of operating and maintaining said recreational facilities and Common Areas.

Section 7.05 Annexation of Annexable Area. Additional residential property and common areas outside of the Subdivision including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by the Developer into the real property which becomes subject to this Declaration of Covenants, Conditions and Restrictions and the jurisdiction and benefit of the Association, without the consent of the Owners or any other party. The owners of tracts in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association, provided that such annexed property is impressed with this Declaration of Covenants, Conditions and Restrictions including the payment of the same Maintenance Charge imposed hereby.

ARTICLE VIII

DUTIES AND POWERS OF THE PROPERTY OWNERS' ASSOCIATION

Section 8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of any Sections of the Subdivision and any

portion of the Annexable Area which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Developer shall be within the boundaries of the Property or Annexable Area. Any property or interest in property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any declaration of covenants, conditions and restrictions annexing such property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances which do not materially affect the Owners authorized to use such property. Except as otherwise specifically approved by resolution of the Board of Directors, no property or interest in property transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee. The property or interest in property transferred to the Association by Developer shall not impose any unreasonable or special burdens of ownership of property, including the management maintenance, replacement and operation thereof.

Section 8.03 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 8.04 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of any Common Areas.

Section 8.05 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 8.06 Duty to Provide Annual Review. The Association shall provide for an annual unaudited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

Section 8.07 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as elsewhere provided in Article IV of this Declaration.

Section 8.08 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on the Property and may demolish existing improvements.

Section 8.9 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association.

Section 8.10 Power to Enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) By entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) by exclusion, after notice and hearing, of any Member or Related User from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues; (iv) by suspension, after notice and hearing, of voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (v) by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Related User which assessment shall reimburse the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this Declaration or such Rules and Regulations by such Member or a

Related User; and (vii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 8.11 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under the Common Area. Additionally, the Association, from and after the Control Transfer Date, shall have the power to grant access, utility, drainage, water facility and other similar easements in, on, over and under Lots provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots.

Section 8.12 Power to Convey and Dedicate Property to Government Agencies. The Association shall have the power to grant, convey, dedicate or transfer any Common Areas or facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate, which power may be exercised (i) prior to the Control Transfer Date by the Board of Directors and (ii) from and after the Control Transfer Date by the Association, with the approval of not less than two-thirds (2/3rds) of the Members agreeing in writing or by voting at any scheduled meeting of the Members and with the prior written approval of the Developer. The Association may, subject to the limitations of the preceding sentence, convey property to a public or governmental agency or authority in lieu of such property being condemned by such public or governmental agency or authority.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of then Owners (including the Developer) of the Lots has been recorded agreeing to amend or change, in whole or in part, this Declaration.

Section 9.02 Amendments. Except as hereinafter provided relating to certain rights of the City of Houston contained in Section 2.07, this Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the

Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including the Developer) entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Members of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including the Developer) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Montgomery County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members (Owners, including the Developer) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination.

The rights of the City of Houston relating to maintenance of the detention facilities and the assessment of liens to secure assessed costs contained in Section 2.07 may not be amended without the express consent of the City.

Section 9.03 Amendments by the Developer. The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was adopted. Likewise, the Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of

such device or apparatus will adversely affect the Association or will adversely affect the property values within the Subdivision.

Section 9.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 9.05 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that (i) prior to the Control Transfer Date any such merger or consolidation shall be approved (in writing or at a meeting duly called for such purpose) by two-thirds (2/3rds) of the Directors and (ii) from and after the Control Transfer Date any such merger or consolidation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Members of the Association and the Developer.

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by this Declaration within the Subdivision, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration, except as changed by amendment of this Declaration or by the plan of merger or consolidation. In the event of any inconsistency between the terms and provisions of this Declaration and the terms and provisions of any of the merger or consolidation documents, the terms and provisions of the merger or consolidation documents shall control.

Section 9.06 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 9.07 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 9.08 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed or trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 9.09 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein," "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 9.10 Effect on Annexable Area. The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of the Association by a separate instrument executed solely by Developer or its successors and assigns and any lienholders, which instrument is recorded in the Real Property Records of Montgomery County, Texas.

Section 9.11 Developer's Rights and Prerogatives. Prior to the Control Transfer Date, the Developer may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for the Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Developer or (ii) assignment to any third party owning property in the Subdivision or Annexable Area, of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer. The assignee designated by Developer to exercise one or more of Developer's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (i) Control Transfer Date or (ii) date that said assignee files a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Developer discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Developer shall not incur any liability to any Owner, the Association or any other party by reason of the Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Upon the Developer's Assignment of its rights as of the Transfer Control Date to the Association, the Association shall be entitled to exercise all the rights and prerogatives of the Developer.

Section 9.12 Electric Utility Service. Prior to beginning any construction on a Lot, each Lot Owner, at his expense, shall be required to install electric service lines from the transformer or source of feed to the meter location on said Lot. Further, each lot owner may expect to pay a charge for connection to such electric utility service, and the Owner is obligated to contact Entergy (or such other supplier of electricity, as applicable) to determine such charge and make arrangements for the installation of said service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility service furnished to Owner's Lot.

ARTICLE X

ROAD BOND REQUIRED DURING CONSTRUCTION

137-11-2354

Until such time as the roads within the Subdivision have been accepted into Montgomery County's road maintenance system and the Developer has no further responsibility for the maintenance of the roads, each Lot Owner shall be required to post a Five Hundred (\$500.00) Dollar cash bond with the Developer subject to the following terms:

1. The bond shall be due contemporaneously with the Lot Owner's application to the Architectural Control Committee (see Article 4.01).
2. The bond shall be conditioned that no contractor involved in the Lot Owner's construction shall cause any damage to the roads within the Subdivision, it being understood that the Developer may use all or any part of the bond to repair any road damage caused by any contractor involved in the Lot Owner's construction.
3. The Developer shall return any part of the bond not used by the Developer to repair damage to the road caused by a contractor involved in the Lot Owner's construction upon (a) the Lot Owner's construction being completed, and (b) the Developer, in Developer's sole opinion, being satisfied that no contractor involved in the Lot Owner's construction caused any damage to the roads within the Subdivision.
4. Nothing contained herein shall limit the Lot Owner's liability to Developer for any damage to the roads within the Subdivision, it being understood that the Lot Owner is responsible to the Developer for all damage to the roads within the Subdivision caused by the Lot Owner and any contractor involved in the Lot Owner's construction.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand as of this 28 day of July, 2006.

STONE RANCH DEVELOPMENT II, LP

By: STONE RANCH DEVELOPMENT GP,
L.L.C.

Its: General Partner

By: 
MARK S. CRAWFORD

Title: President

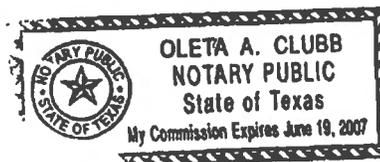
THE STATE OF TEXAS

137-11-2355

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on July 28, 2006, by MARK S. CRAWFORD, President of STONE RANCH DEVELOPMENT GP, LLC, General Partner of STONE RANCH DEVELOPMENT II, LP on behalf of said STONE RANCH DEVELOPMENT GP, LLC.

Oleta A. Clubb
NOTARY PUBLIC, STATE OF TEXAS



FILED FOR RECORD

06 JUL 28 PM 12:32

Mark Turnbull
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.

Return to!
SOUTH-LAND TITLE COMPANY
OF Magnolia
7301 FM 1488
Magnolia, Texas 77364
Phone: 832-934-0440
Fax: 832-934-0441

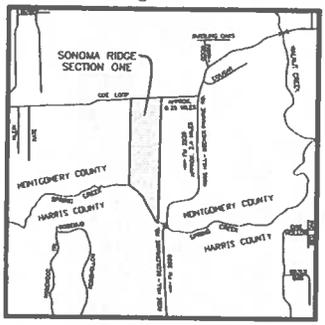
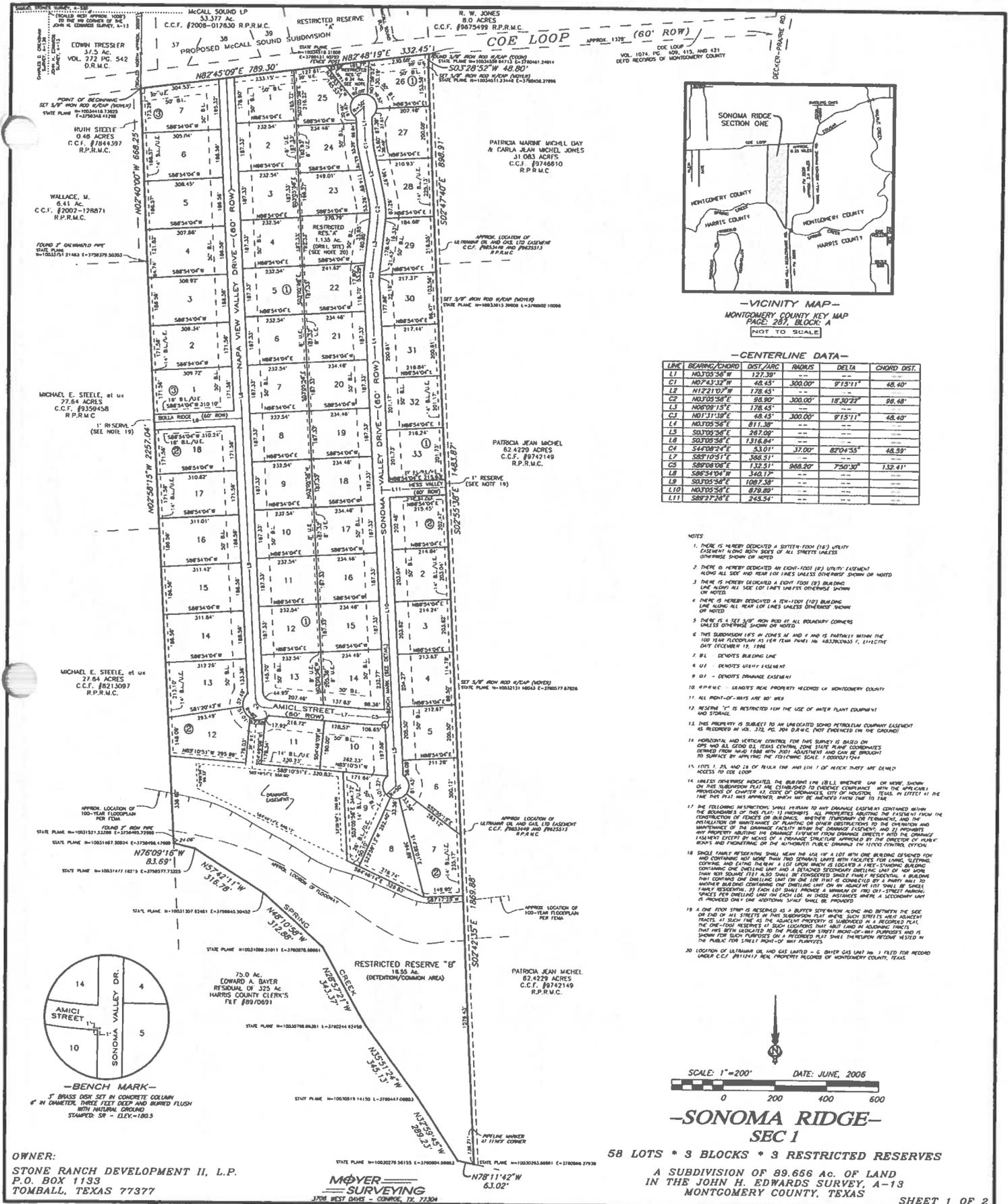
STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File Number 137-11-2355 on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

JUL 28 2006

27



Mark Turnbull
County Clerk
Montgomery County, Texas



-CENTERLINE DATA-

LINK	BEARING/CHORD	DIST./ARC	DELTA	CHORD DIST.
L1	N02°10'36"W	127.39'	---	---
C1	N02°14'12"W	48.45'	300.00'	915.11'
L2	N12°21'07"W	178.45'	---	48.40'
C2	N02°10'36"E	98.80'	300.00'	18.2022'
L3	N00°09'15"E	178.45'	---	98.48'
C3	N02°17'10"E	48.45'	300.00'	915.11'
L4	N02°10'36"E	811.38'	---	48.40'
L5	S01°05'36"E	287.00'	---	---
L6	S03°09'36"E	1,816.84'	---	---
C4	S44°08'24"E	53.07'	37.00'	8704.55'
L7	S88°10'51"E	368.51'	---	48.39'
C5	S89°08'08"E	132.51'	988.20'	750.30'
L8	S88°10'51"W	340.17'	---	132.41'
L9	S01°05'36"E	109.78'	---	---
L10	N02°10'36"E	829.89'	---	---
L11	S89°27'28"E	245.54'	---	---

- NOTES**
1. THERE IS HEREBY DEDICATED A SIXTEEN (16) FOOT (16') UTILITY EASEMENT ALONG BOTH SIDES OF ALL STREETS UNLESS OTHERWISE SHOWN ON MAP.
 2. THERE IS HEREBY DEDICATED AN EIGHT (8) FOOT (8') UTILITY EASEMENT ALONG ALL SIDE AND REAR LOT LINES UNLESS OTHERWISE SHOWN ON MAP.
 3. THERE IS HEREBY DEDICATED A EIGHT (8) FOOT (8') BUILDING LINE ALONG ALL SIDE LOT LINES UNLESS OTHERWISE SHOWN ON MAP.
 4. THERE IS HEREBY DEDICATED A TEN (10) FOOT (10') BUILDING LINE ALONG ALL REAR LOT LINES UNLESS OTHERWISE SHOWN ON MAP.
 5. THERE IS A SIX (6) FOOT (6') SIDE SETBACK AT ALL BOUNDARY CORNERS UNLESS OTHERWISE SHOWN ON MAP.
 6. THIS SUBDIVISION IS IN ZONES M AND F AND IS PARTIALLY WITHIN THE 100 YEAR FLOODPLAIN AS PER FEMA PANEL NO. 483700033 F, EFFECTIVE DATE DECEMBER 19, 1996.
 7. B.L. DENOTES BUILDING LINE.
 8. U.L. DENOTES UTILITY EASEMENT.
 9. D.F. - DENOTES DRAINAGE EASEMENT.
 10. R.P.R.M.C. DENOTES REAL PROPERTY RECORDS OF MONTGOMERY COUNTY.
 11. ALL POINT-OF-INTERSECTIONS ARE 80' WIDE.
 12. RESERVE "1" IS RESTRICTED FROM THE USE OF WATER PLANT EQUIPMENT AND STORAGE.
 13. THIS PROPERTY IS SUBJECT TO AN UNRECORDED SONOMA PETROLEUM COMPANY EASEMENT AS RECORDED IN VOL. 372, PG. 204 D.R.M.C. (NOT INDICATED ON THE GROUND).
 14. HORIZONTAL AND VERTICAL CONTROL FOR THIS SURVEY IS BASED ON DEED AND ALL GOOD OLD TEXAS CENTURY ONE STATE PLANT COMPANIES DERIVED FROM 1988 WITH JUST ADJUSTMENT AND CAN BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE: 1.000001514.
 15. LOTS 1, 2A, AND 2B OF BLOCK 28 AND LOTS 1 OF BLOCK 29 ARE DEEDLY ACCESS TO COE LOOP.
 16. LIMITED OVERSIGHT INDICATES THE BUILDING LINE (B.L.) WHETHER ONE OR MORE SHOWN ON THIS SUBDIVISION PLAN IS CLASSIFIED AS EVIDENCE CONTRARY WITH THE APPROVAL OF CHAPTER 15, TITLE OF ORDINANCE 44 OF HOUSTON, TEXAS IN EFFECT AT THE TIME THE PLAN WAS APPROVED, WHICH MAY BE APPLIED FROM TIME TO TIME.
 17. THE FOLLOWING INSTRUCTIONS SHALL PERTAIN TO ANY DRAINAGE EASEMENT CONTAINED WITHIN THE BOUNDARIES OF THIS PLAN: (1) INDICATES ALL PROPERTIES ADJACENT TO THE FACILITY AND THE CONSTRUCTION OF FACILITY OF BUILDINGS, WHETHER TEMPORARY OR PERMANENT, AND THE INSTALLATION OF MAINTENANCE OR PLANTING OR OTHER STRUCTURES TO THE CHANNEL AND MAINTENANCE OF THE DRAINAGE FACILITY WITHIN THE CHANNEL EASEMENT; AND (2) INDICATES ANY PROPERTY ADJACENT TO THE DRAINAGE FACILITY FROM DRAINAGE DIRECTLY INTO THE CHANNEL EASEMENT EXCEPT BY MEANS OF A CHANNEL STRUCTURE APPROVED BY THE DIRECTOR OF PEARL BAY AND PROTECTING OF THE AUTHORITY PUBLIC CHANNELS IN THE STATE OF TEXAS.
 18. SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING DESIGNED FOR AND CONTAINING NOT MORE THAN TWO SPANIELS UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING, AND EATING. THE NEW 1/2 LOT LAYOUT SHALL BE CLASSIFIED AS A RESIDENTIAL BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 800 SQUARE FEET. ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL, A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT. SHALL BE SINGLE FAMILY RESIDENTIAL. (3) EACH LOT SHALL PROVIDE A MINIMUM OF TWO (2) STREET FRONTING GARAGES FOR DWELLING UNITS ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY THE ADDITIONAL SHALL BE PROVIDED.
 19. A ONE FOOT STRIP IS REQUIRED AS A BUFFER STRIP WITHIN ALONG AND BETWEEN THE SIDE OF ALL STREETS IN THIS SUBDIVISION PLAN. EACH SUCH STRIP SHALL BE ADJACENT TO THE ONE FOOT RESERVE AT SUCH LOCATIONS THAT ARE LOCATED IN A RECORDED PLAN. THE STRIP SHALL BE MAINTAINED BY THE PUBLIC FOR STREET LIGHTING PURPOSES AND IS SHOWN FOR SUCH PURPOSES ON A RECORDED PLAN THAT THE NEUTRAL PERSON NEEDED IN THE PUBLIC FOR STREET LIGHTING PURPOSES.
 20. LOCATION OF ULTRAMARINE OIL AND GAS LIMITED - C. BENTON LAY NO. 1 FILED FOR RECORD UNDER C.C.F. #911212 REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS.



**-SONOMA RIDGE-
SEC 1**

58 LOTS * 3 BLOCKS * 3 RESTRICTED RESERVES

A SUBDIVISION OF 89.656 AC. OF LAND
IN THE JOHN H. EDWARDS SURVEY, A-13
MONTGOMERY COUNTY, TEXAS

FILE # 2006-079065

CAB. Z

SHEET 415

I, Mark S. Crawford, Manager of Stone Ranch Development II, L.P., of Sonoma Ridge Section One, do hereby make subdivision of said property for and on behalf of said Stone Ranch Development II, L.P., according to the plat, street, lots, blocks, parcels, building lots, and easements thereon located in the John H. Edwards Survey, 4-1-13, Montgomery County, Texas and on behalf of said Stone Ranch Development II, L.P., and do dedicate to public use and do hereby waive any claims for damages, easements, or other rights of grades as approved for the streets and alleys delineated, or occasioned by the construction of said streets and alleys and do hereby agree to warrant and forever defend the title to the land as dedicated.

This is to certify that I, Mark S. Crawford, Manager of Stone Ranch Development II, L.P., of the property indicated in the plat, street, lots, blocks, parcels, building lots, and easements thereon located in the John H. Edwards Survey, 4-1-13, Montgomery County, Texas, have compiled or will comply with all regulations hereupon on file with the Montgomery County Engineer and adopted by the Commissioners' Court of Montgomery County, Texas.

There is also dedicated for utilities an unrestricted servient easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown thereon.

FURTHER, we do hereby dedicate forever to the public a strip of land a minimum of fifteen (15) feet wide on each side of the centerline of any one of the streets, roads, drives, alleys, or other roadway easements shown thereon, and do hereby dedicate to the public the right to enter upon said easements at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures.

FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the land and shall be binding on all persons, at the option of Montgomery County, Texas, and Montgomery County or any citizen thereof, by injunction, as follows:

1. That drainage of asphalt tanks into road, street, alley or other public places, either directly or indirectly, is strictly prohibited.
2. Drainage structures under private driveways shall have a minimum of one (1) square foot of sufficient size to permit the free flow of water without backflow, and shall be a minimum of one (1) square foot (1'-0"/1'-0") square feet (1'0" diameter pipe culvert).

FURTHER, we do hereby declare that all proceeds of land deposited as lies on this plat are originally intended for the construction of residential dwelling units thereon and shall be restricted for some under the terms and conditions of such restrictions filed separately, unless otherwise noted.

I, TERRYANN WATSON, Stone Ranch Development II, L.P., has caused this instrument to be signed by me, and I have caused it to be acknowledged and its common seal hereunto affixed this 31st day of MAY, 2006.

Stone Ranch Development II, L.P.
Mark S. Crawford, Manager

THE STATE OF TEXAS
COUNTY OF MONTGOMERY
BEFORE ME, the undersigned authority, on this day personally appeared Mark S. Crawford, Manager of Stone Ranch Development II, L.P., 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 purposes and consideration therein expressed. My commission expires 1st day of June, 2006.



Terryann Watson
Notary Public in and for
Montgomery County, Texas

OWNER:
STONE RANCH DEVELOPMENT II, L.P.
P.O. BOX 1133
TOMBALL, TEXAS 77377

We, First National National Bank (formerly known as Citizens Bank of Texas) owner and holder of liens against the property described in the plat herein under County Clerk's File Nos. 2005-087974, 2005-087974, 2005-106451, and 2005-035271 of the Real Property Records of Montgomery County, Texas, do hereby in and through our undersigned to and for our said liens and we hereby confirm that we are the present owner of said lien and have no claim or interest in any part thereof.

None. SO TO H. B. SOLDADO
H. B. Soldado, President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared SAHBA S. JALALI, 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 purposes and consideration therein expressed. My commission expires 31 day of MAY, 2006.



Sahba S. Jalali
Notary Public in and for Montgomery County, Texas

I, Ron Meyer, am registered under the laws of the State of Texas to practice as a Professional Land Surveyor. The plat and subdivision shown on this instrument is true and correct, was prepared from an actual survey of the property shown under my supervision on the ground; that the elevation benchmarks referenced on the face of the plat were established as required by the laws of the State of Texas; that the original and true copy of the original record to be subdivided of reference have been moved with me and are now in my possession; that the plat boundary corners have been tied to the nearest survey corner.

Ron Meyer, R.P.L.S.
Texas Registration No. 3656

I, Mark J. Mooney, County Engineer of Montgomery County, Texas, do hereby certify that the plat and subdivision shown on this instrument is in compliance with all the laws and regulations of this State and County of Montgomery County, Texas, and that the same are in compliance with the laws and regulations of this State and County of Montgomery County, Texas. I further certify that the plat and subdivision shown on this instrument comply with all the laws and regulations of this State and County of Montgomery County, Texas, and that the same are in compliance with the laws and regulations of this State and County of Montgomery County, Texas. My commission expires 31 day of MAY, 2006.

Mark J. Mooney, County Engineer

APPROVED BY THE COMMISSIONERS' COURT OF MONTGOMERY COUNTY, TEXAS, THIS 10 day of July, 2006.

Raymond
Commissioner Precinct 1

Don B. ... Judge
Ed Chance
Commissioner Precinct 3
Ed Ribbert
Commissioner Precinct 4

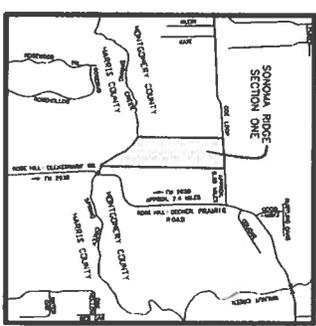
I, Mark Turnbull, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of acknowledgment was filed for registration in my office on July 10, 2006, at 1:57 o'clock, P.M., recorded on July 11, 2006, at 1:57 o'clock, P.M., in Cabinet Z, Sheet 48-38 of record of 2006 of said Montgomery County. WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

Mark Turnbull
Montgomery County, Texas
Secretary/Under
Deputy



CERTIFICATE OF APPROVAL BY PLANNING COMMISSION
This is to certify that the Houston Planning Commission of the City of Houston has approved this plat and subdivision of Sonoma Ridge Section One, in the City of Houston as shown hereon and authorized the recording of this plat on the 9th day of July, 2006.

By: Carol Ann ...
Chairman
By: ...
Secretary



-VICINITY MAP-
MONTGOMERY COUNTY, TEXAS
PAGE 287, BLOCK A
NEXT TO SCALE

-SONOMA RIDGE-
SEC 1
68 LOTS * 3 BLOCKS * 3 RESTRICTED RESERVES
A SUBDIVISION OF 88.656 AC. OF LAND
IN THE JOHN H. EDWARDS SURVEY, 4-1-3
MONTGOMERY COUNTY, TEXAS

MAYBER
SILVERING
CAR. Z

SHEET 46

SHEET 2 OF 2

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Sonoma Ridge Homeowner Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Montgomery County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Sonoma Ridge Homeowner Association which have not been previously filed in the public records of Montgomery County are attached hereto, including:

Sonoma Ridge Homeowner Association DOCUMENT RETENTION POLICY

FURTHER, other dedicatory instruments of the Sonoma Ridge Homeowner Association have already been filed in the public records of Montgomery County and these documents supplement the previously filed documents.

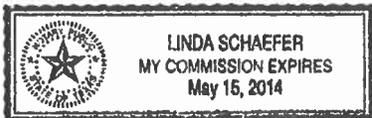
SIGNED on this 7th day of December, 2011.

Signature: *Susan Gonzales*
By: Susan Gonzales
Title: CKM Property Management, Managing Agent for
Sonoma Ridge Homeowner Association

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on this 7th day of December, 2011 by Susan Gonzales.

Signature: *Linda Schaefer*
By: Linda Schaefer
Title: Notary in and for the State of Texas
My commission expires on 05/15/14



LT1-1-201109911-1

LT2-4

Return to: CKM Property Management, Inc.
P.O. Box 160
Tomball, TX 77377-0160
Phone: 281-255-3055 Fax: 281-255-3056

**Sonoma Ridge Homeowner Association
DOCUMENT RETENTION POLICY**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF MONTGOMERY

§

§

WHEREAS, the Sonoma Ridge Homeowner Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

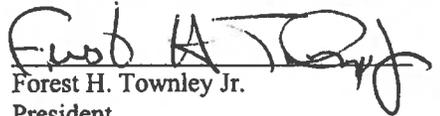
1. Association Documents may be maintained in paper format or in an electronic format this can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
 - g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
 - h. decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual

properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).

3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of MONTGOMERY County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

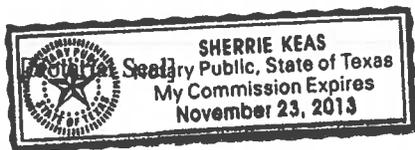
Approved and adopted by the Board on this 22ND day of September 2011.


Forest H. Townley Jr.
President
Sonoma Ridge Homeowner Association

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned authority, on this day personally appeared Forest H. Townley Jr., President of Sonoma Ridge Homeowner Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of December, 2011.




Notary Public, State of Texas
SHERRIE KEAS
Printed Name

My commission expires: 11/23/13

FILED FOR RECORD

12/13/2011 2:50PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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 Montgomery County, Texas.

12/13/2011



Mark Tumbull

County Clerk
Montgomery County, Texas

**Sonoma Ridge Homeowner Association
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF MONTGOMERY

§

§

WHEREAS, the Sonoma Ridge Homeowner Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

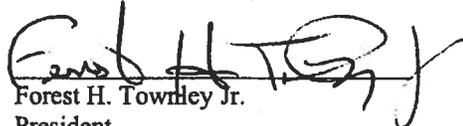
1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Control Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.
16. Any improvement changes of design or color, outside the stated Guidelines in this document, must be submitted for Architectural Control Committee review and approval.

The guidelines are effective upon recordation in the Public Records of MONTGOMERY County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

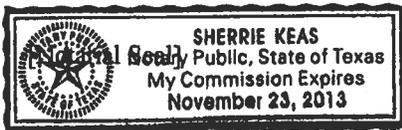
Approved and adopted by the Board on this 22ND day of September 2011.


Forest H. Townley Jr.
President
Sonoma Ridge Homeowner Association

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned authority, on this day personally appeared Forest H. Townley Jr., President of Sonoma Ridge Homeowner Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of December, 2011.




Notary Public, State of Texas
SHERRIE KEAS
Printed Name

My commission expires: 11/23/13

FILED FOR RECORD

12/29/2011 2:45PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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 Montgomery County, Texas.

12/29/2011



Mark Tumbull

County Clerk
Montgomery County, Texas



AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

KNOW ALL BY THESE PRESENTS:

LT1-1-2011114745-1

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Sonoma Ridge Homeowner Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Montgomery County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Sonoma Ridge Homeowner Association which have not been previously filed in the public records of Montgomery County are attached hereto, including:

Sonoma Ridge Homeowner Association GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

FURTHER, other dedicatory instruments of the Sonoma Ridge Homeowner Association have already been filed in the public records of Montgomery County and these documents supplement the previously filed documents.

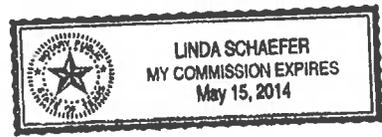
SIGNED on this 15th day of December, 2011.

Signature: *Susan Gonzales*
By: Susan Gonzales
Title: CKM Property Management, Managing Agent for Sonoma Ridge Homeowner Association

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on this 15th day of December, 2011 by Susan Gonzales.

Signature: *Linda Schaefer*
By: Linda Schaefer
Title: Notary in and for the State of Texas
My commission expires on 05/15/14



LT2-4

Return to: CKM Property Management, Inc.
P.O. Box 160
Tomball, TX 77377-0160
Phone: 281-255-3055 Fax: 281-255-3056

**Sonoma Ridge Homeowner Association
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF MONTGOMERY

§

WHEREAS, the Sonoma Ridge Homeowner Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

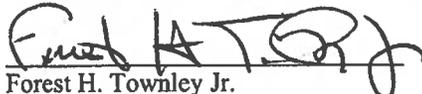
WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 150 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.
7. Any improvement changes of design or color, outside the stated Guidelines in this document, must be submitted for Architectural Control Committee review and approval.

The guidelines are effective upon recordation in the Public Records of MONTGOMERY County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 22ND day of September 2011.



Forest H. Townley Jr.
President
Sonoma Ridge Homeowner Association

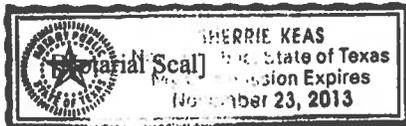
STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned authority, on this day personally appeared Forest H. Townley Jr., President of Sonoma Ridge Homeowner Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of December, 2011.



Notary Public, State of Texas
SHERRIE KEAS
Printed Name



My commission expires: 11/23/13

FILED FOR RECORD

12/29/2011 2:45PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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 Montgomery County, Texas.

12/29/2011



Mark Tumbull

County Clerk
Montgomery County, Texas

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Sonoma Ridge Homeowner Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Montgomery County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Sonoma Ridge Homeowner Association which have not been previously filed in the public records of Montgomery County are attached hereto, including:

Sonoma Ridge Homeowner Association GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

FURTHER, other dedicatory instruments of the Sonoma Ridge Homeowner Association have already been filed in the public records of Montgomery County and these documents supplement the previously filed documents.

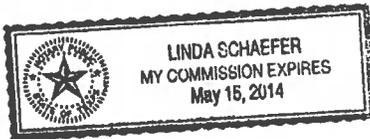
SIGNED on this 15th day of December, 2011.

Signature: *Susan Gonzales*
By: Susan Gonzales
Title: CKM Property Management, Managing Agent for Sonoma Ridge Homeowner Association

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on this 15th day of December, 2011 by Susan Gonzales.

Signature: *Linda Schaefer*
By: Linda Schaefer
Title: Notary in and for the State of Texas
My commission expires on 05/15/14



LT1-1-201114747-1

LT2-4

Return to: CKM Property Management, Inc.
P.O. Box 160
Tomball, TX 77377-0160
Phone: 281-255-3055 Fax: 281-255-3056

Sonoma Ridge Homeowner Association
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

COUNTY OF MONTGOMERY

§

WHEREAS, the Sonoma Ridge Homeowner Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

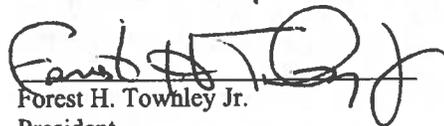
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Control Committee approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.
9. Any improvement changes of design or color, outside the stated Guidelines in this document, must be submitted for Architectural Control Committee review and approval.

The guidelines are effective upon recordation in the Public Records of MONTGOMERY County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

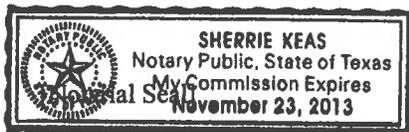
Approved and adopted by the Board on this 22ND day of September 2011.

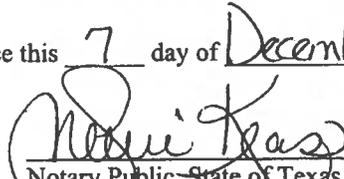

Forest H. Townley Jr.
President
Sonoma Ridge Homeowner Association

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned authority, on this day personally appeared Forest H. Townley Jr., President of Sonoma Ridge Homeowner Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7 day of December, 2011.




Notary Public, State of Texas
SHERRIE KEAS
Printed Name

My commission expires: 11/23/13

FILED FOR RECORD

12/29/2011 2:45PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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 Montgomery County, Texas.

12/29/2011



Mark Tumbull

County Clerk
Montgomery County, Texas

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

KNOW ALL BY THESE PRESENTS:

LT1-1-201114748-1

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Sonoma Ridge Homeowner Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Montgomery County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Sonoma Ridge Homeowner Association which have not been previously filed in the public records of Montgomery County are attached hereto, including:

Sonoma Ridge Homeowner Association GUIDELINES FOR SOLAR ENERGY DEVICES

FURTHER, other dedicatory instruments of the Sonoma Ridge Homeowner Association have already been filed in the public records of Montgomery County and these documents supplement the previously filed documents.

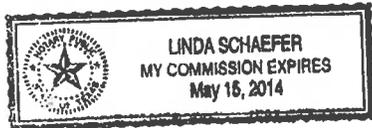
SIGNED on this 15th day of December, 2011.

Signature: *Susan Gonzales*
By: Susan Gonzales
Title: CKM Property Management, Managing Agent for
Sonoma Ridge Homeowner Association

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on this 15th day of December, 2011 by Susan Gonzales.

Signature: *Linda Schaefer*
By: Linda Schaefer
Title: Notary in and for the State of Texas
My commission expires on 05/15/14



LT2-5

Return to: CKM Property Management, Inc.
P.O. Box 160
Tomball, TX 77377-0160
Phone: 281-255-3055 Fax: 281-255-3056

**Sonoma Ridge Homeowner Association
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Sonoma Ridge Homeowner Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 (“Section 202.010”) thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

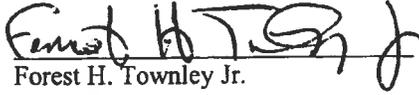
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices (“Devices”) as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and

- d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.
10. Any improvement changes of design or color, outside the stated Guidelines in this document, must be submitted for Architectural Control Committee review and approval.

The guidelines are effective upon recordation in the Public Records of MONTGOMERY County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 22ND day of September 2011.



Forest H. Townley Jr.
President
Sonoma Ridge Homeowner Association

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned authority, on this day personally appeared Forest H. Townley Jr., President of Sonoma Ridge Homeowner Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of December, 2011.

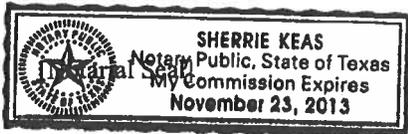


Notary Public, State of Texas

SHERRIE KEAS

Printed Name

My commission expires: 11/23/13



FILED FOR RECORD

12/29/2011 2:45PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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 Montgomery County, Texas.

12/29/2011



Mark Tumbull

County Clerk
Montgomery County, Texas

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

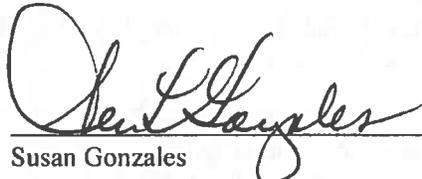
WHEREAS the Sonoma Ridge Homeowner Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Montgomery County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Sonoma Ridge Homeowner Association which have not been previously filed in the public records of Montgomery County are attached hereto, including:

Sonoma Ridge Homeowner Association GUIDELINES FOR ROOFING MATERIALS

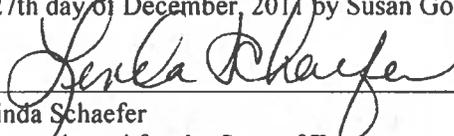
FURTHER, other dedicatory instruments of the Sonoma Ridge Homeowner Association have already been filed in the public records of Montgomery County and these documents supplement the previously filed documents.

SIGNED on this 27th day of December, 2011.

Signature: 
By: Susan Gonzales
Title: CKM Property Management, Managing Agent for Sonoma Ridge Homeowner Association

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on this 27th day of December, 2011 by Susan Gonzales.

Signature: 
By: Linda Schaefer
Title: Notary in and for the State of Texas
My commission expires on 05/15/14



Return to: CKM Property Management, Inc.
P.O. Box 160
Tomball, TX 77377-0160
Phone: 281-255-3055 Fax: 281-255-3056

LT1-1-2011114744-1

**Sonoma Ridge Homeowner Association
GUIDELINES FOR ROOFING MATERIALS**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Sonoma Ridge Homeowner Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

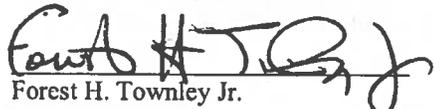
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the community.

1. All buildings constructed shall be roofed with the same color composition shingles unless otherwise approved in writing by the Architectural Control Committee. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingle color must be submitted for Architectural Control Committee review and approval. Recommended colors are dark and light brown, black or dark gray tones.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Control Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - c. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:

- a. resemble the shingles used or authorized to be used on other structures within the Association; and
 - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
 - c. match the aesthetics of properties surrounding the owner's property.
9. Any improvement changes of design or color, outside the stated Guidelines in this document, must be submitted for Architectural Control Committee review and approval.

The guidelines are effective upon recordation in the Public Records of MONTGOMERY County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

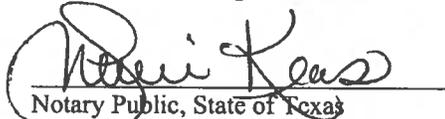
Approved and adopted by the Board on this 22ND day of September 2011.


Forest H. Townley Jr.
President
Sonoma Ridge Homeowner Association

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

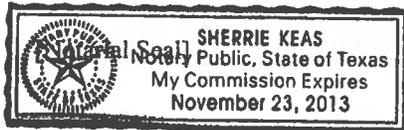
Before me, the undersigned authority, on this day personally appeared Forest H. Townley Jr., President of Sonoma Ridge Homeowner Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 27th day of December, 2011.


Notary Public, State of Texas

SHERRIE KEAS
Printed Name

My commission expires: 11/23/13



FILED FOR RECORD

12/29/2011 2:45PM

Mark Turnbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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 Montgomery County, Texas.

12/29/2011



Mark Turnbull

County Clerk
Montgomery County, Texas

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Sonoma Ridge Homeowner Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Montgomery County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Sonoma Ridge Homeowner Association, which have not been previously filed in the public records of Montgomery County are attached hereto, including:

Sonoma Ridge Homeowner Association Building/Improvement Application Updated February 1, 2012
Sonoma Ridge Homeowner Association Rules & Guidelines Updated February 1, 2012

FURTHER, other dedicatory instruments of the Sonoma Ridge Homeowner Association have already been filed in the public records of Montgomery County and these documents supersede the previously filed documents of same name.

SIGNED on this 25 day of March, 2012.

Signature: Forest H. Townley, Jr.
By: Forest H. Townley, Jr.
Title: President, Sonoma Ridge Homeowner Association

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

Given under my hand and seal of office this 25 day of March, 2012, the undersigned authority personally appeared before me.



Maricela Garcia
Notary Public, State of Texas
Maricela Garcia
Printed Name

My commission expires: 6.17.15



FEES, GUIDELINES AND RESPONSIBILITIES

***New Home Construction:** Deposit Fee \$1,250
Refundable amount upon approval of final inspection. \$1,000
 (\$250 non- refundable fee retained by the HOA to cover expenses for ACC approval.)
 Required "Forms" Survey before pour of slab and "Final" at end of construction
Architectural Guidelines Requirements for large project construction sites:
Port-A-Can, Dumpster, and Construction Fencing (between improved properties)

***Improvements – Large:** Deposit Fee \$ 250
Refundable amount upon approval of final inspection. \$ 200
 (\$50 non- refundable fee retained by the HOA to cover expenses for ACC approval.)
 Swimming pools, garage/shop structures (larger than 10' x 14) and / or projects involving
 heavy equipment and trucks.

***Improvements – Small:** Deposit Fee None
 Storage Buildings / Garden sheds / green houses (all less than 10' x 14').
 Out Buildings must be anchored and on slab/skid type foundation; Colors in harmony with home.
 Fences, decks, and smaller miscellaneous projects.

***MUST submit plans and have ACC approval before starting any project**
Upon completion and ACC approval, the construction deposit will be returned to Home Owner / Builder,
less any amounts required for corrective action (fines or violations) by the ACC.

Additional fees may apply for processing letters or making any changes once approved.

VIOLATION FEES

(Per occurrence & Non-Refundable)

Starting NEW construction or building without ACC Approval	\$1,000
Starting construction on property Improvement without ACC Approval	\$ 250
Unattended Fire OR Tree removal	\$ 250
Cement Waste Left in Ditch or Roadway	\$ 250
No Dumpster or Uncontained Trash	\$ 250
No port-a-potty / no construction fence on home construction adjacent to homes	\$ 250

NON-COMPLIANCE AND STARTING CONSTRUCTION BEFORE APPROVAL IS SUBJECT TO FINES

ACKNOWLEDGED AND AGREED:

Owner's Signature: _____ Date: _____

Co-Owner's Signature: _____ Date: _____

Builder's / Contractor's Signature: _____ Date: _____

Sonoma Ridge Homeowner Association

Sonoma Ridge Rules & Guidelines

P. O. Box 38, Tomball, Texas 77377-0160

www.SonomaRidge.net

The Declaration of Covenants, Conditions and Restrictions for Sonoma Ridge covers the Architectural requirements. The NEW construction rules in these guidelines apply to any home built in Sonoma Ridge after January 1st 2012. The Guidelines noted below will assist you with the specific ACC Improvement requirements, for Approval, by the Architectural Control Committee (ACC). If you have any questions or concerns, after reading the Restrictions, Rules, or Guidelines, contact the Sonoma Ridge ACC committee at www.SonomaRidge.net or email SRacc@SonomaRidge.net

To process a request for a property improvement or change, an application must be completed and signed by both the owner and builder/contractor and returned with the completed plan information, ownership verification, for new residents, all applicable application fees and required supporting documentation of the project.

The Sonoma Ridge Declaration of Covenants, Conditions and Restrictions states the following, Article III, Use Restrictions, ... "No building shall be erected, altered, placed or permitted to remain on any Lot ... must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the Lot...."

NEW Home Construction:

1. Two story homes must have a minimum of *2,500 square feet
2. One story homes must have a minimum of *2,200 square feet
3. Attached garages must be located on the side of the house
4. Front of the house must be set back at a minimum of 65 feet

Fencing Requirements; 3.09

1. Split Rail (3 rails) Treated Cedar or vinyl.
2. Privacy fence 4 ft to 6 ft with up to 2x12 rot board. Maximum fence height not to exceed 7 ft tall.
3. Privacy Fences or Privacy Gates cannot protrude past front corners of main residence.
4. Wrought iron, painted tube steel (rust free), or aluminum 4 ft or 6 ft with sample submitted for ACC approval via picture or a sample of the actual material to the ACC committee before start of any construction.
5. Chain link fencing is **NOT** accepted materials.
6. Gates that protrude past the front of the house and cross the driveway must be approved.
7. **ALL Fencing plans and planned location must be approved and compliant to the Restrictions; 3.09.**

Garage/Shop Building – Detached from house; 3.24

1. Approved building materials are: Wood, Hardie-Plank, Stucco, Brick, or Stone. Garage/Shop Building must be constructed with the same materials used on the main residence as to be harmonious with the main residence's appearance.
2. The front of the Garage/Shop Building must have Stucco, Brick, or Stone to match the appearance of the front of the main residence.
3. Roofing material must follow the "Sonoma Ridge POA Guidelines for roofing materials".
4. ~~ALL Garage/Shop plans and planned location must not encroach into any building setback or easements.~~
5. Driveways and Foundations must consist of concrete; see 3.04 & 3.05

* ACC reserves the right to amend size per section 3.01

Garden Sheds; 3.01

1. Maximum Garden Shed size 10 ft. x 14 ft.
2. Exterior paint must be the same as the main residence.
3. Metal or PVC exteriors are not acceptable.
4. All garden shed plans and planned location must not encroach into any building setback easement.
5. **ALL plans and locations for Garden Sheds must be submitted to ACC for approval prior to installation or construction.**

Decks and Gazebos (requirements refer to ground level decks); 3.26

1. Must be constructed of treated wood or man-made composite.
2. Must remain between the rear corners of the main residence.
3. Must not exceed the height of the main residences foundation.
4. All plans and planned location must not encroach into any building setback or easements.
5. **ALL plans and location for Decks and Gazebos must be submitted to ACC for approval prior to installation or construction.**

Greenhouses; 3.26

1. All Greenhouses must be approved by the ACC before any construction occurs.
2. All Greenhouse plans and planned location must not encroach into any building setback or easements.
3. **ALL plans and location for Greenhouses must be submitted to ACC for approval prior to installation or construction.**

Dog Runs; 3.09

1. All dog runs must be screened from street view by mature plants or ACC approved fencing that completely hides the dog run from street view.
2. All dog run plans and planned location must not encroach into any building setback or easements.
3. **ALL Dog Run plans, size, and location must be submitted to ACC for approval.**

Swimming Pools, Hot Tubs, and Spas; 3.26

1. All swimming pools must be in-ground Concrete or Gunite pools.
2. Swimming pools, Hot tubs, and Spas must be within a fenced yard.
3. Temporary above ground pools are NOT permitted.
4. Pool, Hot tub, and Spa equipment must not encroach into any building setback easement and must be screened with plantings or approved fencing material, if visible to the street.
5. The excavation of the pool and dirt must not affect the drainage or water flow to adjacent lots, nor alter or affect the natural drainage. Dumping of excavated dirt, on adjacent properties, is prohibited. Additionally, the pool design must have an overflow for the pool water and must drain to prevent drainage problems to adjacent properties.
6. **ALL plans and location for swimming pools, Hot Tubs, and Spas must be submitted to ACC for approval prior to installation or construction.**

Tree Preservation; 3.17

1. Clearing of any lot may not commence until a new home plan has been approved by the ACC. The ACC may consider a clearing plan as part of a preliminary site plan review.
2. Trees that will not be removed must be tagged, fines will result if said trees are removed.
3. Trees within 6ft. of the improvement can be removed without ACC approval.
4. Trees outside 6ft. of the improvement require ACC approval.
5. Trees that are less than 3 inches in diameter can be removed without approval.
6. Trees that are larger than 3 inches in diameter, live or dead, need to be approved by the ACC before they can be removed.
7. ACC must approve the Tree preservation plan before construction begins.

Landscaping: 3.17

1. Landscaping plans are required for all homes and must be approved by the ACC prior to occupancy.
2. Landscaping plans must include location of all beds and proposed plants.
3. The ACC reserves the right to require additional landscaping, including after approved landscaping plans were installed if deemed necessary.
4. Sod, or approved grass seeding shall be installed in the front of the house, on the side of the house, as required, if on a corner and exposed to the street.
5. Appropriate plantings shall be installed so as to visually screen air conditioning, pool equipment, and other obtrusive utility installations from front or side views.
6. ACC must approve all final Landscaping construction before any deposits can be returned.

FILED FOR RECORD

04/13/2012 12:08PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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 Montgomery County, Texas.

04/13/2012



Mark Tumbull

County Clerk
Montgomery County, Texas

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Sonoma Ridge Homeowner Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Montgomery County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Sonoma Ridge Homeowner Association, which have not been previously filed in the public records of Montgomery County are attached hereto, including:

· Sonoma Ridge Property Owners' Association Adopted February 1, 2012 Deed Restriction Fines Resolutions

FURTHER, other dedicatory instruments of the Sonoma Ridge Homeowner Association have already been filed in the public records of Montgomery County and this document is a supplement to previously filed documents.

SIGNED on this 25 day of March, 2012.

Signature: Forest H. Townley, Jr.

By: Forest H. Townley, Jr.

Title: President, Sonoma Ridge Homeowner Association

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

Given under my hand and seal of office this 25th day of March 2012, the undersigned authority personally appeared before me.

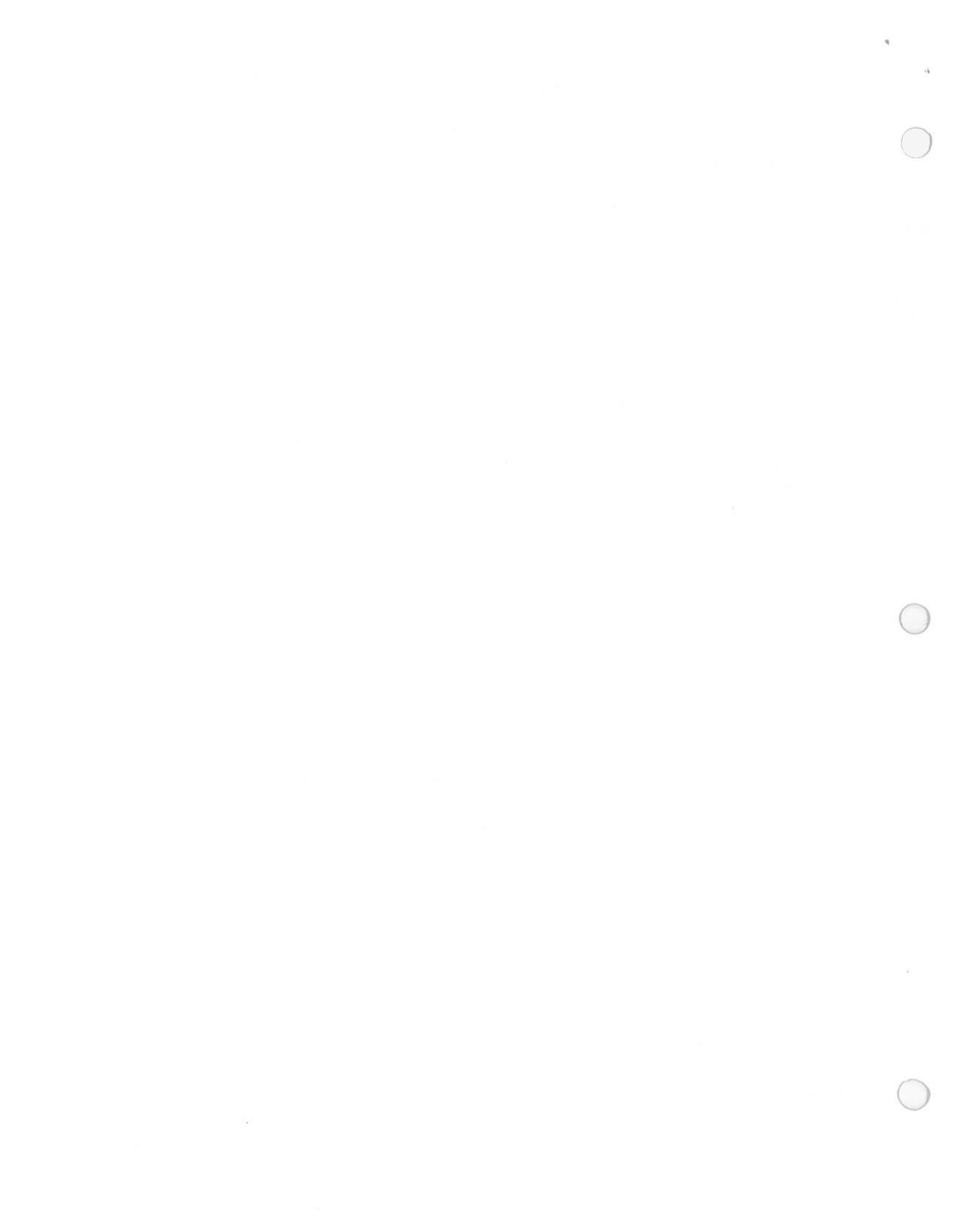


Maricela Garcia
Notary Public, State of Texas

Maricela Garcia
Printed Name

My commission expires: 6.17.15





SONOMA RIDGE
PROPERTY OWNERS' ASSOCIATION
Adopted February 2012
DEED RESTRICTIONS FINES RESOLUTIONS

Resolution 1: Be it resolved, that the Board of Directors has adopted the following regulations to address deed restriction violations in Sonoma Ridge Subdivision:

The following fine schedule will be applied to violations of any *deed restrictions*:

1st offense, resident will receive a warning letter requesting that the violation be corrected within 30 days of the date of the letter, or communicate with The Board to negotiate alternate arrangements if extenuating circumstances exist. Failure to do so will result in a \$25.00 fine.

2nd offense, of the same violation, will result in a \$25.00 fine and a request to correct the violation within 15 days or communicate with The Board to negotiate alternate arrangements if extenuating circumstances exist. Failure to do so will result in an additional \$50.00 fine.

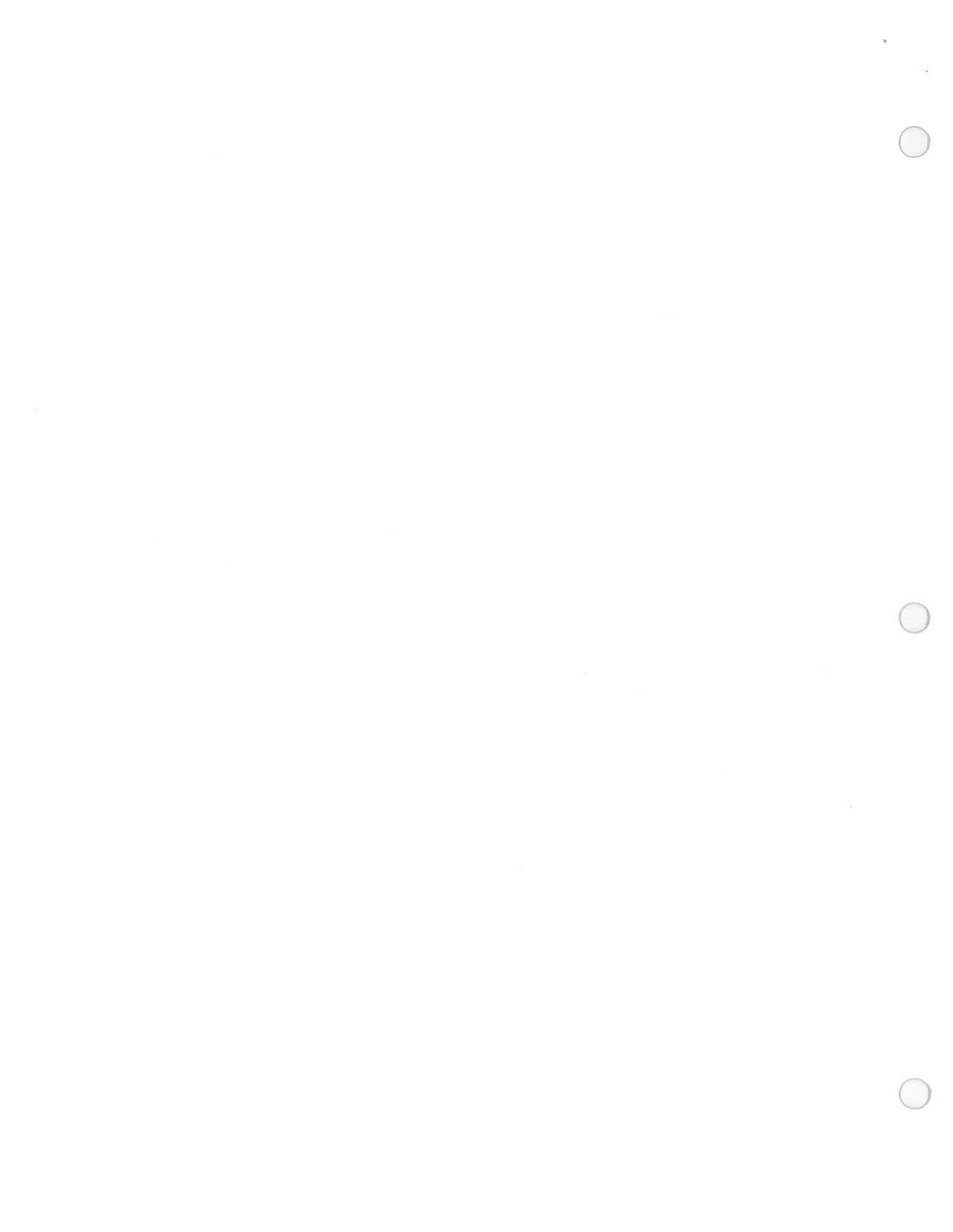
3rd offense, of the same violation, will result in a request to attend a Board Meeting or correct the violation. Failure to attend such Meeting or to correct the violation within 10 days of date of the scheduled Board Meeting will result in assessment of an additional \$50.00 fine. Continued failure to correct the violation will result in additional fines of \$50.00 per month until the violation is corrected.

Resolution 2: Be it resolved, that the Board of Directors has adopted the following fine to address issues of public safety or damage to community property and reserves the right to go straight to a fine up to \$500 for violations in the Sonoma Ridge Subdivision:

Resolution 3: Be it resolved, that the Board of Directors has adopted the following fine to address issues of improper use of Compact Utility Vehicles to protect public safety or damage to community property and reserves the right to go straight to a fine up to \$100 for violations in the Sonoma Ridge Subdivision.

Rules regarding the use of Compact Utility Vehicles

These vehicles fall into two categories, ATVs and CUVs (both defined below).



The deed restrictions do not address the use of CUVs or Compact Utility Vehicles. The Board has been asked to rule on whether they are allowed to be used and if so create rules for their use on property other than that of the vehicle owner.

CUVs, ATV's and Golf Carts as defined below will be allowed on the roads of Sonoma Ridge under the following rules:

- 1) The vehicle must be operated under the supervision of an Adult at least 18 years of age.
- 2) The vehicle must be operated in a safe and courteous manner at all times.
- 3) The vehicle must be equipped as to allow for safe operation in the neighborhood.
- 4) The vehicle is not allowed to be used in the parks, nature trails, detention pond area or reserve areas, other than in designated parking areas, unless it is being used for special events, maintenance, or inspection purposes by property owner volunteers designated by the Board of Directors or its representative. If volunteers encounter other residents on the trails or reserve areas while performing maintenance or inspections the vehicle should be stopped to allow the residents to pass.
This designation may be granted on an indefinite or temporary basis to any resident or property owner requesting such designation at the sole discretion of the Board of Directors or their appointed representatives.
- 5) The owner of the vehicle accepts full responsibility for any and all consequences arising from the use of the vehicle.
- 6) Go Carts are not allowed to be used anywhere other than on the owner's property.

All-terrain Vehicle (ATV) as Defined by The Board of Directors

- 1) Motor vehicle that is: Equipped with and designed to propel itself with three or four tires in contact with the ground
- 2) Designed by the manufacturer for off-highway use by the operator only.
- 3) Not designed by the manufacturer for farming or lawn care.

Compact Utility Vehicle (CUV) as defined by the Board of Directors

- 1) A vehicle that is designed and intended for use in lawn care, agriculture, ranching, or property maintenance.
- 2) A vehicle equipped with a seat for multiple passengers as well as an attached cargo box as part of the vehicle to be used for carrying tools, supplies, and equipment.
- 3) A vehicle that has a top speed of not more than 20 mph.

A golf cart will be considered a CUV whether or not equipped with a cargo box.



FILED FOR RECORD

04/13/2012 12:08PM

Mark Turnbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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 Montgomery County, Texas.

04/13/2012



Mark Turnbull

County Clerk
Montgomery County, Texas

