

63  
81 names

**DOGWOOD FOREST  
AMENDED DEED RESTRICTIONS**

WHEREAS, on the 25th day of March 1965, RIDGE LAND CO., a Texas corporation, executed and filed of record certain Deed Restrictions in the Deed Records of Montgomery County, Texas, at Volume 593, Page 831;

WHEREAS, RIDGE LAND CO. sought to ensure the harmonious, pleasant, and satisfactory living conditions in the subdivision to be affected by the said Deed Restrictions;

WHEREAS, the Restrictions recorded at Volume 593, Page 831 of the Montgomery County Deed Records, affect that certain land known as DOGWOOD FOREST described in the Map Records of Montgomery County, Texas to which reference is made herein for all purposes;

WHEREAS, the said Restrictions provide as follows:

"That RIDGE LAND CO., being the owner of all the said DOGWOOD FOREST, does hereby adopt the following covenants, conditions and restrictions, which will be taken and deemed as covenants to run with the land and shall be binding on RIDGE LAND CO. and all parties and persons claiming under it until September 1, 1989, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each, unless a vote of a majority of the then owners of the lots in said addition, it is agreed to change said covenants, conditions and restrictions, in whole or in part.

WHEREAS, the said Deed Restrictions were filed in March 1965;

WHEREAS, the initial Ten (10) year extension period of the said Deed Restrictions expires on 1 September 1999;

WHEREAS, a majority of the current record owners of the lots contained in the said subdivision section have executed, acknowledged, and desire to file for Record in the office of the County Clerk of Montgomery County, Texas, this Amended Agreement affecting the covenants, restrictions, reservations, conditions, and other provisions, affecting DOGWOOD FOREST;

WHEREAS, it is the intent of the majority of the current record owners of said lots to continue forward as amended and altered the said Deed Restrictions as contained herein;

NOW, THEREFORE, the said record owners of lots hereby make the following amended covenants, restrictions, reservations, and conditions which shall govern the use and development of all lots contained in said DOGWOOD FOREST and which covenants, restrictions, reservations, and conditions shall be binding on RIDGE LAND CO, its successors, legal representatives, assigns, and all lots affecting or contained within the said subdivision, their owners, successors and assigns for and during the term herein stipulated:

1. Lots #1 through and including #23, and only said lots, will hereinafter be suitable for limited commercial use.

Said commercial business will:

- a. be lawfully allowed by the county of Montgomery, state of Texas and the government of the United States;
- b. comply with all laws and statutes of the above-listed governing bodies, including but not limited to, environmental, ecological, and sound regulations;

- c. erect and maintain a privacy fence with a minimum height of eight (8) feet at the south property line of lots #12 through and including #23. Said privacy fence may be required at the north property line of lots #1 through and including #11 should the property north of Dogwood Forest adjacent to said lots be developed in such a manner that requires privacy from business;
- d. maintain all property in a clean, neat condition including but not limited to, proper and frequent trash removal, mowing of property, and storage of equipment and inventory;
- e. provide adequate off-street parking for customers, employees and company vehicles and equipment; and
- f. comply with all other deed restrictions as outlined in this document unless overridden by Article #1 herein.

Said commercial business will not:

- a. carry on any illegal, noxious or offensive trade or activity or anything which may be or become any annoyance or nuisance to the neighborhood including, but not limited to, excessive noise after 10:00 PM weekdays or 12:00 AM weekends;
  - b. consist of a junk yard, trash dump, tourist camp, dance hall, bar or any establishment where alcohol is consumed, or any adult-oriented business;
  - c. encroach in any way on any other lot in Dogwood Forest; or
  - d. allow any automobiles, trucks or pieces of equipment to be parked on, or block access to, any streets in Dogwood Forest.
2. All remaining lots, other than those specifically listed in Article 1 above, shall be known and described as residential lots for use as single family units. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling, which dwelling shall not exceed two stories in height, a private garage for not more than three cars and the necessary outbuildings required in connection with the said residence. No building other than the above-referenced dwelling shall be placed upon this property prior to the commencement of construction of said single family dwelling.
  3. Construction on residential buildings must be completed within a reasonable period of time.
  4. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the Plat of said Dogwood Forest, Section One, recorded in Volume 7, Page 219 of the Map Records of Montgomery County, Texas.
  5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be performed thereon which may be or become an annoyance or nuisance to the neighborhood, including, but not limited to, excessive noise after 10:00 PM weekdays or 12:00 AM weekends.
  6. No mobile home (including, but not limited to, house trailers, manufactured homes or modular homes), storage building, garage, barn, tent, utility trailer or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. No residence shall be constructed on any lot or building site in this subdivision with less than 1200 square feet of living area exclusive of open porches and garage.
8. Easements for public utility installation and maintenance shown on the recorded plat and contained in the dedication thereof are specifically reserved.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept in reasonable number, provided they are not kept, bred or maintained for any commercial purpose.
10. No sign of any kind shall be displayed to the public view on any residential building plot except one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction, renovation and/or sale.
11. No lot shall be re-subdivided.
12. Any house or other improvements shall be constructed within the building lines prescribed on said plat, but in no event shall any house or improvement be constructed upon a residential lot within less than fifty (50) feet from the front line or within less than ten (10) feet from the side lines of said lot.
13. All residences shall be constructed on the lot concerned so as to face the street on which such lot fronts. A corner lot shall be deemed to front on the street on which it has its smaller dimensions.
14. Each improvement placed on a lot in the subdivision shall be painted promptly with two coats of paint.
15. No cesspool shall be dug, used or maintained in such subdivision. No outside toilet shall be permitted at any time. Underground septic tanks may be used and shall be installed in such a manner as to conform to public health regulations and requirements and there shall be no open end lines running from such septic tanks. The drainage of septic tanks into a road, street, alley or public or private ditch, either directly or indirectly, is strictly prohibited. If a sanitary sewer system is made available and connection thereto is required by law, such system shall be used.
16. No junk yard, trash dump or other business establishment shall be maintained in the subdivision other than the Exemptions set forth in Article 1 above.
17. **TERM.** The covenants, restrictions, reservations, conditions and other provisions hereinafter set forth, shall run with the land and shall be binding on all parties for a period of ten (10) years from the date hereof, after which time said covenants, restrictions, reservations, conditions and other provisions shall be automatically extended for successive periods of ten (10) years each, unless a majority of the then property owners of the lots contained in said subdivision section shall execute, acknowledge and file for record in the office of the County Clerk of Montgomery County, Texas, an agreement changing, amending or altering such covenants, restrictions, reservations, conditions and other provisions, in whole or in part. Any such agreement to change, amend or alter such covenants, restrictions, reservations, conditions and other conditions shall be effective at the expiration of said ten (10) year period or at the end of any such ten (10) year period, as the case may be.

The remainder of this 63 page document, filed 8/27/99, consists of signatures of property owners & notaries, and is available through the County Clerk's office or Dogwood Forest Civic Club, 936 321-1553.

DOGWOOD FOREST  
SECOND AMENDMENT TO DEED RESTRICTIONS

**WHEREAS**, on the 25<sup>th</sup> day of March 1965, RIDGE LAND CO., a Texas corporation, executed and filed of record certain Deed Restrictions in the Deed Records of Montgomery County, Texas, at Volume 593, Page 831 (the "Original Deed Restrictions"), in order to ensure the harmonious, pleasant, and satisfactory living conditions in the subdivision known as Dogwood Forest that was to be affected by the Deed Restrictions (the "Subdivision");

**WHEREAS**, the Original Deed Restrictions provided that they could be amended by the agreement of the majority of the then owners of the lots in the Subdivision;

**WHEREAS**, a majority of the then owners of the lots in the Subdivision agreed to amend the Deed Restrictions with that certain Dogwood Forest Amended Deed Restrictions (the "Amended Deed Restrictions") executed and filed on August 27, 1999, in the Official Public Records of Montgomery County, Texas, under Clerk's File Number 99072140; the Original Deed Restrictions and Amended Deed Restrictions are referred to collectively herein as the "Deed Restrictions";

**WHEREAS**, the Amended Deed Restrictions provide that they can be amended by the agreement of the majority of the then owners of the lots in the Subdivision and that such amendments can be made effective as of the tenth anniversary of September 1, 1999 (the effective date of the Amended Deed Restrictions), or any subsequent tenth anniversary of the Amended Deed Restrictions;

**WHEREAS**, a majority of the current record owners of the lots contained in the Subdivision have executed, acknowledged, and desire to file for record in the office of the County Clerk of Montgomery County, Texas, this Second Amendment to Deed Restrictions (this "Second Amendment") to automatically become effective as of September 1, 2019;

**WHEREAS**, it is the intent of the majority of the current record owners of the lots in the Subdivision that, except as specifically modified herein, the Amended Deed Restrictions, and all covenants, conditions and restrictions contained therein, shall remain in full force and effect;

**WHEREAS**, Dogwood Forest Civic Club, an unincorporated nonprofit association, is the association made up of the owners of the lots in the Subdivision, and Gayle Moses serves as its Secretary/Treasurer;

**WHEREAS**, a form of Secretary's Certificate is attached to this Second Amendment in order to certify (i) that the lot owners executing this Second Amendment constitute a majority of the current lot owners in the Subdivision, and (ii) the effective date of this Second Amendment;

**NOW, THEREFORE**, the said record owners of lots hereby make the following amended covenants, restrictions, reservations, and conditions which shall govern the use and development of the lots in the Subdivision identified herein:

1. The Amended Deed Restrictions shall be amended by adding the following paragraph as new Paragraph 1A, which shall fall in between Paragraph 1 and Paragraph 2 of the Amended Deed Restrictions:

1A. Lot 188 may be used for residential use or for the limited commercial use described in this Paragraph 1A. If Lot 188 is used for residential use, such use shall comply with Paragraphs 2 through 16 of this Amended Agreement. Lot 188 may be used for limited commercial use in accordance with the following restrictions:

- a. The commercial use of Lot 188 will be limited to use for water retention purposes only;
- b. A privacy fence with a minimum height of eight (8) feet must be erected along the south property line of Lot 188;
- c. Regular commercially reasonable repair and maintenance must be completed on the water retention improvements constructed on Lot 188, by the owner of said Lot; and
- d. When necessary, commercially reasonable mosquito prevention will be conducted on the water retention improvements constructed on Lot 188, by the owner of said Lot.

So long as the owner of Lot 188 complies with restrictions a-d above for limited commercial use, Paragraphs 2 through 16 of this Amended Agreement shall not apply to Lot 188. Lot 188 may be divided, either by metes and bounds conveyance or by subdivision under Montgomery County subdivision rules.

2. In compliance with Article 17 of the Amended Deed Restrictions, although this Second Amendment is being recorded on an earlier date, it shall not become effective until September 1, 2019. This Second Amendment shall become automatically effective on such date without the need for any further action by the Association or the property owners.
3. Any owner of a Lot in the Dogwood Forest Subdivision shall have a right to enforce the covenants, conditions, and restrictions contained herein, through any judicial proceedings, whether at law or in equity.

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