

Annual Financials
Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

Community Association of Deer Trail Two

Balance Sheet For 12/31/2024

Assets		
CIT Checking	\$343,487.68	
Mutual CD	\$26,512.24	
Total Assets		\$369,999.92
Receivables & Deposits		
Accounts Receivable	\$35,372.23	
Total Receivables & Deposits		\$35,372.23
	Total Assets	\$405,372.15

Liabilities		
Accounts Payable	\$361.28	
Prepaid Assessments	\$6,965.84	
Total Liabilities		\$7,327.12
Equity		
Retained Earnings	\$62,398.49	
Opening Balance Equity	\$114,360.05	
Total Equity		\$176,758.54
Expenses		
Net Income	\$221,286.49	
Total Expenses		\$221,286.49
	Total Liabilities / Equity	\$405,372.15

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

Community Association of Deer Trail Two

Statement of Revenues and Expenses 12/1/2024 - 12/31/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
4000 - Maintenance Fees	-	-	-	101,460.00	-	101,460.00	-
4099 - Bank Fees	-	-	-	25.00	-	25.00	-
4101 - Interest	281.55	-	281.55	2,514.05	-	2,514.05	-
4102 - ACC Application Fee	-	-	-	125.00	-	125.00	-
4108 - Transfer Fees	500.00	-	500.00	2,245.72	-	2,245.72	-
4115 - Bank Interest	112.44	-	112.44	675.96	-	675.96	-
4129 - Small Claims Recover	1,256.47	-	1,256.47	9,806.47	-	9,806.47	-
Total Income	2,150.46	-	2,150.46	116,852.20	-	116,852.20	-
Total Income	2,150.46	-	2,150.46	116,852.20	-	116,852.20	-
Operating Expense							
Expenses							
5000 - Landscaping Contract	-	-	-	4,750.00	-	(4,750.00)	-
5064 - Drainage	(129,500.00)	-	129,500.00	(129,500.00)	-	129,500.00	-
5100 - Electric	37.02	-	(37.02)	222.12	-	(222.12)	-
5200 - Management Fee	978.50	-	(978.50)	5,871.00	-	(5,871.00)	-
5201 - Postage/Printing/Supplies	706.53	-	(706.53)	2,054.24	-	(2,054.24)	-
5202 - Office Supplies	-	-	-	(10.81)	-	10.81	-
5205 - Bank Fees	-	-	-	10.00	-	(10.00)	-
5208 - Property Taxes	-	-	-	253.48	-	(253.48)	-
5209 - Meeting Expense	-	-	-	(300.00)	-	300.00	-
5300 - Legal-Collections	1,316.47	-	(1,316.47)	11,770.99	-	(11,770.99)	-
5307 - Accounting	444.69	-	(444.69)	444.69	-	(444.69)	-
Total Expenses	(126,016.79)	-	126,016.79	(104,434.29)	-	104,434.29	-
Total Expense	(126,016.79)	-	126,016.79	(104,434.29)	-	104,434.29	-
Operating Net Total	128,167.25	-	128,167.25	221,286.49	-	221,286.49	-
Net Total	128,167.25	-	128,167.25	221,286.49	-	221,286.49	-

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

Articles of Incorporation
Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

CORPORATE CERTIFICATE
COMMUNITY ASSOCIATION OF DEER TRAIL TWO

The undersigned certifies that he is the President of the Community Association of Deer Trail Two (the "Association"). The Association is the property owners' association for Deer Trail Two, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and attached to this certificate is a true and correct copy of the Certificate of Formation of the Community Association of Deer Trail Two.

Signed this 7th day of January, 2015.

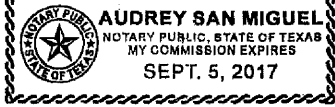
**COMMUNITY ASSOCIATION OF
DEER TRAIL TWO**

By: *[Signature]*
DUANE T. CORLEY, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 7 day of January, 2015, by DUANE T. CORLEY, President of the COMMUNITY ASSOCIATION OF DEER TRAIL TWO, a Texas non-profit corporation, on behalf of said corporation.

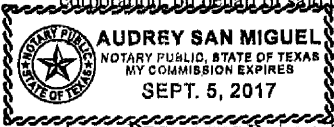


[Signature]
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 7 day of January, 2015, by DUANE T. CORLEY, President of the COMMUNITY ASSOCIATION OF DEER TRAIL TWO, a Texas non-profit corporation, on behalf of said corporation.



[Signature]
NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:
William T. Fowler
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Nandita Berry
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

**Community Association of Deer Trail Two
File Number: 802130444**

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/06/2015

Effective: 01/06/2015



NANDITA BERRY

Nandita Berry
Secretary of State

Phone: (512) 463-5555
Prepared by: Rosa Arrellano

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 585351470002

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

FILED
In the Office of the
Secretary of State of Texas
JAN 06 2015
Corporations Section

CERTIFICATE OF FORMATION
OF
COMMUNITY ASSOCIATION OF DEER TRAIL TWO
(Nonprofit Corporation)

The undersigned natural person eighteen (18) years of age or older and having the capacity to contract for himself or another, acting as Organizer of a nonprofit corporation under Title I, Chapter 3, Subchapter A of the Texas Business Organizations Code, does hereby execute the following Certificate of Formation for such nonprofit corporation:

Article I.
Entity Name And Type

The filing entity being formed is a nonprofit corporation. The name of the entity is **Community Association of Deer Trail Two** (herein referred to as the "Association").

Article II.
Purpose

The Association does not contemplate pecuniary gain or profit to the members thereof.

The general purposes for which the Association is formed are to provide for the maintenance, repair, preservation, upkeep, protection and architectural control of the residents' lots and common areas, if any, within (i) that certain tract or parcel of land heretofore platted and known as Deer Trail Two, Section 1, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheet 3168, Map Records of Montgomery County, Texas, and as described in the Declaration of Covenants, Conditions and Restrictions for Deer Trail Two, Section 1 said Declaration being recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2014123713, and (ii) such other properties as may be brought within the scheme of development of the Deer Trail Two subdivision or subjected to similar covenants, conditions and restrictions pursuant to the provisions and authority of the above referenced Declaration (the above referenced Declaration of Covenants, Conditions and Restrictions and any declarations of covenants, conditions and restrictions hereafter adopted and imposed upon other properties that are brought within the scheme of development of the Deer Trail Two subdivision being hereinafter referred to as the "Restrictions"); and to promote the health, safety and welfare of the members of the Association and the residents of Deer Trail Two and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose (the said Deer Trail Two, Section 1 and such other properties that are brought within the scheme of development of the Deer Trail Two subdivision being herein sometimes referred to collectively as the "Subdivision"), and specifically:

- (a) To promote the health, safety, and welfare of the lot owners of the Subdivision;
- (b) To enforce the Restrictions and any other covenants, conditions and restrictions applicable to the Subdivision or any part thereof;
- (c) To exercise all of the powers and privileges and to perform all of the duties and obligations conferred on the Association in the Restrictions or by any other covenants, conditions and restrictions applicable to the Subdivision or any part thereof;
- (d) To exercise all of the powers and privileges and to perform all of the duties and obligations of the declarant named in the Restrictions (the "Declarant"), as same may be amended from time to time as therein provided, which may be assigned to the Association by Declarant pursuant to said Restrictions or any other covenants, conditions and restrictions applicable to the Subdivision or any part thereof; and as may be set forth in any supplemental or amended restrictions which may be filed from time to time pursuant to and in accordance with the authority and provisions of the Restrictions;
- (e) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Restrictions or any other covenants, conditions and restrictions applicable to the Subdivision or any part thereof and Bylaws as may be assigned to the Association; to administer, utilize and disburse said maintenance charges and assessments so as to promote the recreation, health, safety and welfare of the residents and for the improvement and maintenance of the Subdivision as provided in said Restrictions; to pay all expenses in connection with the collection and enforcement of said assessments and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (f) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (g) To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (h) To dedicate, sell, transfer or convey all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;
- (i) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property or common area as provided for in the Restrictions;

- (j) To exercise all powers and authority of a property owners' association as set out in Chapters 202 and 204 of the Texas Property Code, such powers and authority being hereby expressly adopted and incorporated herein by reference; and
- (k) To have and to exercise any and all powers, rights and privileges which a nonprofit corporation organized under the Texas Business Organizations Code by law may now or hereafter have or exercise, but which are consistent with the Association's claiming and continuing to claim an exemption from federal income and state franchise taxes.

The exercise by the Association of the above powers and authority shall be subject to any specific limitations or conditions set out in the Restrictions or as provided by applicable law.

Article III.
Restrictions and Requirements

The Association shall not pay dividends or other corporate income to its members, directors or officers or otherwise accrue distributable profits or permit the realization of private gain. The Association shall have no power to take any action prohibited by the applicable provisions of the Texas Business Organizations Code. The Association shall not have the power to engage in any activities, except to an insubstantial degree, that are not in furtherance of the purposes and powers set forth above.

Article IV.
Registered Agent and Registered Office

The initial registered agent of the Association is an individual resident of the State of Texas whose name is **Duane T. Corley**.

The business address of the registered agent and the registered office address is 208 West Davis, Conroe, Texas 77301.

Article V.
Management

The management of the affairs of the Association is vested in a governing authority (the "Board of Directors"). The qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors shall be provided in the bylaws of the Association (the "Bylaws"). The initial Board of Directors shall consist of three (3) persons. ~~The number of directors may be increased or decreased by adoption or amendment of Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. The number of directors may not be decreased to fewer than three (3). In electing directors, members shall not be permitted to cumulate their votes by giving one candidate as many votes as the number of directors to be elected or by distributing the same number of votes among any number of candidates. The initial Board of Directors shall consist of the following persons at the following addresses:~~

<u>Name of Director</u>	<u>Address</u>
Duane T. Corley	208 West Davis Conroe, Texas 77301
John T. Corley	208 West Davis Conroe, Texas 77301
Marsha Martin	208 West Davis Conroe, Texas 77301

**Article VI.
Members**

The Association will have members. Every owner of a lot ("Owner") located in the Subdivision, including contract purchasers, shall be a member of and entitled to voting rights in 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, persons or entities who own only an easement, or those having an interest in the mineral estate only. Membership shall be appurtenant to and may not be separated from ownership of any lot.

**Article VII.
Classes of Voting Membership and Voting Rights**

The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Owners with the exception of the Declarant and, except as provided below, shall be entitled to one (1) vote for each Lot owned in the Subdivision. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. During the Developer Control Period (defined in the Restrictions as the period of time beginning on the date that the Restrictions were filed for record with the County Clerk of Montgomery County, Texas and continuing until neither Declarant nor Declarant's successor owns any part of the residual, currently unplatted portion of that certain 1,068 acres of land conveyed to Duane T. Corley, Trustee, by Deed filed for record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2004-094357, or for such shorter period as the Declarant or his successor shall determine), the Class A Members shall not be entitled to vote on (i) the amendment or modification of the Restrictions, (ii) the election of Directors (subject, however, to the provisions of Section 209.00591(c) of the Texas Property Code which requires election of one-third of the directors of a property owners association by the members of the association upon the occurrence of certain events), (iii) amendment of this Certificate of Formation of the Association, or (iv) amendment of the Bylaws of the Association.

CLASS B. The Class B Member shall be the Declarant, and any person or entity which succeeds to all or substantially all of the unsold Lots in the Subdivision by merger, consolidation or conveyance and to whom the Declarant's rights and privileges as the developer of the Subdivision

are specifically assigned in writing. The Class B Member shall be entitled to ten (10) votes for each Lot owned within the Subdivision, and during the Developer Control Period, shall have the exclusive right to vote on (i) the amendment or modification of the Restrictions, (ii) the election of Directors (subject, however, to the provisions of Section 209.00591(c) of the Texas Property Code which requires election of one-third of the directors of a property owners association by the members of the association upon the occurrence of certain events), (iii) amendment of this Certificate of Formation of the Association, or (iv) amendment of the Bylaws of the Association. The Class B membership shall exist during the Developer Control Period. At the end of the Developer Control Period, the Class B membership shall cease. If the Declarant (or any other person or entity entitled to Class B membership as provided in the Restrictions) then owns any Lot in the Subdivision, it shall become a Class A Member with all of the rights and privileges of the Class A Members.

Article VIII.

Action by Non-Unanimous Consent

Any action required or permitted by this Certificate of Formation, the Bylaws, or the Code to be taken at any annual or special meeting of Members may be taken, subject to any statutory requirements, without a meeting, without prior notice, and without a vote, if the Members having not less than the minimum number of votes that would be necessary to take such action (had the matter arisen at a membership meeting at which the all Members entitled to vote on the action were present and voted) sign a written consent or consents setting forth the action so taken. Likewise, any action required or permitted by this Certificate of Formation, the Bylaws, or the Code to be taken at any meeting of the Board of Directors may be taken, subject to any statutory requirements, without a meeting, without prior notice, and without a vote, if the Directors having not less than the minimum number of votes that would be necessary to take such action (had the matter arisen at a Board of Directors meeting at which the all Directors entitled to vote on the action were present and voted) sign a written consent or consents setting forth the action so taken.

Article IX.

Limitation of Liability of Directors and Officers and Indemnification

To the full extent permitted by applicable law, no director or officer of the Association shall be liable to the Association or its members for monetary damages for an act or omission in such director's capacity as a director or officer of the Association, except that this Article IX does not eliminate or limit the liability of a director or officer of the Association for:

1. a breach of such director's or officer's duty of loyalty to the Association or its members;
2. an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
3. a transaction from which such director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such director's or officer's office; or

4. an act or omission for which the liability of such director or officer is expressly provided for by statute.

Any repeal or amendment of this Article by the members of this Association shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Association existing at the time of such repeal or amendment. In addition to the circumstances in which a director or officer of this Association is not personally liable as set forth in the foregoing provisions of this Article IX, a director or officer shall not be liable to the full extent permitted by an amendment to the Texas Business Organizations Code or other statute hereafter enacted that further limits the liability of a director or officer.

To the full extent permitted by applicable law, the Association shall indemnify any director or officer against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including court costs and attorney fees) actually incurred by any such person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director or officer and shall advance to such person such reasonable expenses as are incurred by him in connection therewith. The rights of directors and officers set forth in this Article shall not be exclusive of any other right which directors or officers may have or hereafter acquire relating to the subject matter hereof. As used in this Article, the terms "director" and "officer" shall mean any person who is or was a director or officer of the Association and any person who, while a director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise. As used in this Article, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in any such action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

Article X. **Duration**

The period of its duration is perpetual, and the Association shall continue until dissolved as provided by law.

Article XI. **Dissolution**

As long as Class B membership exists, the Association may only be dissolved by the vote of not less than two-thirds (2/3) of the total votes of the Class A Members of the Association and the vote of the Class B Member. Thereafter, the Association may be dissolved by the vote of not less than two-thirds (2/3) of the total votes of the Class A Members of the Association.

Article XII.
Manner of Distribution

After all liabilities and obligations of the Association in the process of winding up are paid, satisfied, and discharged in accordance with Chapter 11 of the Texas Business Organizations Code, the property of the Association shall be applied and distributed as follows:

- (i) Property held by the Association on a condition requiring return, transfer, or conveyance because of winding up or termination shall be returned, transferred, or conveyed in accordance with that requirement; and
- (ii) The remaining property shall be distributed only for tax-exempt purposes to one or more organizations that are exempt under Section 501(c)(3), or described by Section 170(c)(1) or (2) of the Internal Revenue Code as provided in a plan of distribution adopted by the Association under the Texas Business Organizations Code.

Article XIII.
Amendments of Bylaws

The Board of Directors of this Association is expressly authorized to alter, amend, or repeal the Bylaws or adopt new Bylaws of the Association, without any action on the part of the Members of the Association, but during the Developer Control Period, the Bylaws made by the Directors and the powers so conferred may be altered or repealed or new Bylaws adopted by the Class B Member, and after the Developer Control Period, the Bylaws made by the Directors and the powers so conferred may be altered or repealed or new Bylaws adopted by the Class A Members in the manner provided in the Bylaws.

Article XIV.
Amendments to Certificate

During the Developer Control Period, this Certificate may only be amended by the Class B Member. After the Developer Control Period, the amendment of this Certificate shall require the vote of two-thirds (2/3) of the votes entitled to be cast by the entire membership.

Article XV.
Construction

All references in this Certificate of Organization to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Article XVI.
Organizer

The name and street address of the Organizer is:

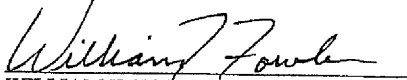
William T. Fowler
300 West Davis, Suite 510
Conroe, Texas 77301

Article XVII.
Effectiveness of Filing

This document becomes effective when the document is filed by the Secretary of State.

EXECUTED by the undersigned Organizer on January 6, 2015.

Organizer:


WILLIAM T. FOWLER

E-FILED FOR RECORD
01/08/2015 1:14PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was e-FILED in
file number sequence on the date and at the time
stamped herein by me and was duly e-RECORDED in
the Official Public Records of Montgomery County, Texas.

01/08/2015



County Clerk
Montgomery County, Texas

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

Budget
Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.****

Bylaws
Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

19

AMENDED BYLAWS

OF

COMMUNITY ASSOCIATION

OF

DEER TRAIL TWO

(Amended December 2017)

AMENDED BYLAWS OF
COMMUNITY ASSOCIATION OF DEER TRAIL TWO
(Amended December 2015)

TABLE OF CONTENTS

ARTICLE 1

Offices

- 1.01 Principal Office
- 1.02 Other Offices
- 1.03 Change of Location

ARTICLE 2

Definitions

ARTICLE 3

Qualifications for Membership

- 3.01 Membership
- 3.02 Proof of Membership
- 3.03 No Additional Qualification
- 3.04 Certificates of Membership

ARTICLE 4

Voting Rights

- 4.01 Classes of Membership
- 4.02 Voting
- 4.03 Methods of Voting
- 4.04 Proxies
- 4.05 Quorum
- 4.06 Required Vote
- 4.07 Recount Procedures
- 4.08 Election Vote Tabulators
- 4.09 Cumulative Voting

ARTICLE 5

Meetings of Members

- 5.01 Annual Meetings
- 5.02 Special Meetings
- 5.03 Place
- 5.04 Notice of Meetings
- 5.05 Order of Business at Meetings
- 5.06 Action without Meeting by Unanimous Consent
- 5.07 Action by Non-Unanimous Consent

ARTICLE 6

Board of Directors

- 6.01 Number
- 6.02 Term
- 6.03 Removal
- 6.04 Vacancies
- 6.05 Director Appointments
- 6.06 Compensation
- 6.07 Powers and Duties
- 6.08 Association Contracts
- 6.09 Actions of Board of Directors

ARTICLE 7

Nomination and Election of Directors

- 7.01 Nomination of Directors
- 7.02 Election
- 7.03 Required Election of Directors by Members
- 7.04 Rules and Procedures

ARTICLE 8

Meetings of Directors

- 8.01 Regular Meetings
- 8.02 Special Meetings
- 8.03 Open Meetings
- 8.04 Meeting Notice
- 8.05 Meetings Without Notice
- 8.06 Quorum
- 8.07 Voting Requirement

ARTICLE 9

Committees

- 9.01 Appointed by Board of Directors
- 9.02 Authority of Committees
- 9.03 Discharge of Committees and Committeemen

ARTICLE 10

Officers

- 10.01 Enumeration of Officers
- 10.02 Term
- 10.03 Resignation and Removal
- 10.04 Multiple Offices
- 10.05 Compensation

ARTICLE 11

President

- 11.01 Election
- 11.02 Duties

ARTICLE 12

Vice President

- 12.01 Election
- 12.02 Duties

ARTICLE 13

Secretary

- 13.01 Election
- 13.02 Duties

ARTICLE 14

Treasurer

- 14.01 Election
- 14.02 Duties

ARTICLE 15

Books and Records

15.01 Maintenance

15.02 Inspection

ARTICLE 16

16.01 Amendments

ARTICLE 17

Conflicts

17.01 Restrictions Govern

ARTICLE 1

OFFICES

1.01. Principal Office. The principal office of the Association shall be located at 208 West Davis, Conroe, Texas 77301.

1.02. Other Offices. The corporation also may have offices at such other places within Montgomery County, Texas, as the Board of Directors may from time to time determine or the business of the Association may require.

1.03. Change of Location. The Board of Directors may change the location of any office of the Association.

ARTICLE 2

DEFINITIONS

2.01. "Association" shall mean and refer to Community Association of Deer Trail Two, its successors and assigns.

2.02. "Subdivision" shall mean and refer to that certain real property heretofore platted as follows: Deer Trail Two Section 1 – Clerk's File No. 2014-123705 [Cabinet Z, Sheets 3168-3174, Map Records], Official Records, Montgomery County, Texas; Deer Trail Two Section 2 – Clerk's File No. 2015-016115 [Cabinet Z, Sheets 3254-3260, Map Records], Official Records, Montgomery County, Texas; Deer Trail Two Section 3 – Clerk's File No. 2015-123975 [Cabinet Z, Sheets 3725-43729, Map Records], Official Records, Montgomery County, Texas; and Deer Trail Two Section 4 – Clerk's File No. 2017-032805 [Cabinet Z, Sheets 4490-4494, Map Records], Official Records, Montgomery County, Texas.

2.03. "Common Area" shall mean all real property, if any, within the Subdivision, owned by the Association and dedicated for the common use and enjoyment of the Owners of property in the Subdivision.

2.04. "Lot" or "Lots" shall mean and refer to the numbered lots as shown on the plat of the Subdivision, any lot or tract resulting from the subdivision or re-subdivision of any Lot and any other tracts brought within the jurisdiction of the Association.

2.05. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision. In the event of an executory contract for installment sale or contract for deed covering any Lot, the "Owner" shall be the purchaser named in the contract. "Owner" does not include those persons or entities having an interest merely as security for the performance of an obligation, persons or entities who own only an easement, or those having an interest in the mineral estate only.

2.06. "Developer" and/or "Declarant" shall mean and refer to Duane T. Corley, Trustee, and to any entity which succeeds to all or substantially all of the unsold Lots in the Subdivision or to the Properties, by merger, consolidation or conveyance and to whom the Declarant's rights and privileges as the developer of the Subdivision are specifically assigned in writing.

2.07. "Restrictions" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions recorded as follows: Deer Trail Two Section 1 – Clerk's File No. 2014-123713, Official Records, Montgomery County, Texas; Deer Trail Two Section 2 – Clerk's File No. 2015-019797, Official Records, Montgomery County, Texas; First Amendment – Clerk's File No. 2017-019119, Official Records, Montgomery County, Texas; Deer Trail Two Section 3 – Clerk's File No. 2016-042422, Official Records, Montgomery County, Texas; First Amendment – Clerk's File No. 2017-019118, Official Records, Montgomery County, Texas ; Deer Trail Two Section 4 – Clerk's File No. 2017-039456, Official Records, Montgomery County, Texas (collectively the "Restrictions").

2.08. "Member" shall mean and refer to those persons entitled to membership in the Association.

ARTICLE 3 **QUALIFICATIONS FOR MEMBERSHIP**

3.01. Membership. The membership of the Association shall consist of all the Owners of the Lots within the Subdivision or brought within the jurisdiction of the Association pursuant to the provisions and authority of said Restrictions, including contract purchasers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, persons or entities who own only an easement, or those having an interest in the mineral estate only. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.02. Proof of Membership. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed, contract for deed or title insurance policy evidencing ownership of a Lot or Lots in the Subdivision. Such deed, contract for deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed, contract or policy.

3.03. No Additional Qualification. The sole qualification for membership shall be ownership of a Lot or Lots in the Subdivision. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Restrictions.

3.04. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the principal office of the Association.

ARTICLE 4 **VOTING RIGHTS**

4.01. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. During the Developer Control Period (as that term is defined in the Restrictions and the Association's Certificate of Formation), the Class A Members shall not be entitled to vote on (i) the election of Directors, (ii) amendment of the Certificate of Formation of the Association, or (iii) amendment of the Bylaws of the Association.

Class B. Class B Member(s) shall be Declarant and to any entity which succeeds to all or substantially all of the unsold Lots in the Subdivision or to the Properties, by merger, consolidation or conveyance and to whom the Declarant's rights and privileges as the developer of the Subdivision are specifically assigned in writing. The Class B Member(s) shall be entitled to ten (10) votes for each Lot owned within the Subdivision and shall have the exclusive right to vote on (i) the election of Directors (if the Directors are not elected by the Board of Directors), (ii) amendment of the Certificate of Formation of the Association, and (iii) amendment of the Bylaws of the Association. The Class B membership shall exist during the Developer Control Period. At the end of the Developer Control Period the Class B membership shall cease. If Declarant (or any other person or entity entitled to Class B membership as above provided) then owns any Lot in the Subdivision, he shall become a Class A Member with all of the rights and privileges of the Class A Members.

4.02. Voting. Except for Class B Member(s), voting shall be on a one vote per Lot basis. The Owner or Owners of each Lot are entitled to one vote [or in the case of Class B members, ten (10) votes] for each Lot owned in the Subdivision. If record title to a particular Lot or Lots is in the name of two or more persons, all co-owners shall be Members and may attend any meeting of the Association but the voting rights appurtenant to each such Lot may not be divided and fractional votes shall not be allowed. Any one of said co-owners may exercise the vote appurtenant to each such Lot so owned at any meeting of the Members and such vote shall be binding and conclusive on all of the other co-owners of said Lot who are not present; provided, if one of the non-attending co-owners has given the Association notice of objection to the attending co-owner's vote, no vote shall be cast for said Lot except upon notice of unanimous consent by all such co-owners being given to the Association. Except in the case of Class B Member(s), in the event more than one vote is cast for a single Lot by an Owner, none of the votes so cast shall be counted and all of such votes shall be deemed void.

4.03. The voting rights of a Member may be cast or given:

- (1) in person or by proxy at a meeting of the Association;
- (2) by absentee ballot; or
- (3) by electronic ballot by electronic mail or facsimile.

Absentee ballots may not be counted, even if properly delivered, if the Member attends any meeting to vote in person so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Absentee or electronic ballots may not be counted on the final vote of a proposal if the motion was amended at a meeting of the Members to be different from the exact language on the absentee or electronic ballot. Any solicitation for votes by absentee ballot by the Association must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against the

proposed action, instructions for delivery of the completed absentee ballot, including the delivery location, all of which are required by Section 209.00592 of the TEXAS PROPERTY CODE.

4.04. Proxies. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of his Lot, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

4.05. Quorum. The presence, either in person or by proxy, at any meeting of Members entitled to cast at least ten (10%) percent of the total votes of the Association shall constitute a quorum for any action. Electronic and faxed ballots shall count for purposes of establishing a quorum. In the absence of a quorum at a meeting of Members, the meeting may nevertheless be convened for the sole purpose of conducting Director elections. The quorum required for election of Directors at the convened meeting shall be the number of votes cast in person, by proxy, by absentee ballot or electronic or faxed ballot. For any purpose other than the election of Directors, if at any meeting of Members, the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than (60) days following the preceding meeting.

In the absence of a quorum at a meeting of Members, the meeting may be nevertheless convened for the sole purpose of conducting Director elections. The quorum required for election of Directors at such convened meeting shall be the number of votes cast in person, by proxy, by absentee ballot, or electronic ballot.

4.06. Required Vote. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, and by those voting by absentee or mailed ballot or by electronic or faxed ballot at a meeting at which a quorum is present shall be the act of the meeting of the Members, unless the vote of a greater number is required by statute, the Restrictions, the Certificate of Formation or these Bylaws.

4.07. Recount Procedures. A Member may, not later than the fifteenth (15th) day after the date of a meeting at which an election was held, require a recount of votes in accordance with Section 209.0057 of the TEXAS PROPERTY CODE.

4.08. Election Vote Tabulators. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, as determined under Chapter 573 of the TEXAS GOVERNMENT CODE, may not tabulate or otherwise be given access to the ballots cast in the election or vote.

4.09. Cumulative Voting. Cumulative voting shall not be permitted.

ARTICLE 5 **MEETINGS OF MEMBERS**

5.01. Annual Meetings. The annual meeting of the Members of the Association shall be held at a time and date in October of each year as determined by the Board of Directors.

5.02. Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least ten (10%) percent of the total votes entitled to be cast by the Members.

5.03. Place. Meetings of the Members shall be held within the Subdivision or at a convenient meeting place as close thereto as possible as the Board may specify in writing.

5.04. Notice of Meetings. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least ten (10) but not more than fifty (50) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address last appearing on the books of the Association with postage thereon paid.

5.05. Order of Business at Meetings. The order of business at all meetings of the Members shall be as follows:

- (1) Roll call;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of Minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of committees;
- (6) Election of directors;
- (7) Unfinished business; and
- (8) New business.

5.06. Action Without Meeting by Unanimous Consent. Any action required or permitted by the Certificate of Formation, these Bylaws, or the Code to be taken at a meeting of the Members of the Association may be taken without a meeting if all the Members entitled to vote with respect to the subject matter sign a written consent setting forth the action so taken.

5.07. Action by Non-Unanimous Consent. Any action required or permitted by the Certificate of Formation, these Bylaws, or the Code to be taken at any annual or special meeting of Members may be taken, subject to any statutory requirements, without a meeting, without prior notice, and without a vote, if the Members having not less than the minimum number of votes that would be necessary to take such action (had the matter arisen at a membership meeting at which the all Members entitled to vote on the action were present and voted) sign a written consent or consents setting forth the action so taken.

ARTICLE 6

BOARD OF DIRECTORS

6.01 Number. The affairs of the Association shall be managed by the Board of Directors consisting of no less than three (3) nor more than seven (7) persons. During the Developer Control Period, the Board shall consist of not less than three (3) Directors, none of whom need be Owners or Members of the Association. After the Developer Control Period, the Board shall consist of not less than five (5) Directors, all of whom shall be Members of the Association. The initial members

of the Board of Directors shall be chosen by the Declarant. Except for the initial Directors, during the Developer Control Period, the Directors of the Association shall be appointed or elected by the Board of Directors. After the Developer Control Period, the Board of Directors shall be elected by the Members of the Association.

6.02 Term. The Directors set forth in the Certificate of Formation shall hold office until the annual election of Directors to be held at the first annual meeting of the Members of the Association after the Developer Control Period or until their successors are elected and qualified. At the first annual meeting of the Members after the Developer Control Period, five (5) Directors will be elected, who will be divided into three classes. There will be one (1) Director in the first class, who will hold office until the first annual meeting of Members after his election or until his successor is elected and qualified; there will be two (2) Directors in the second class, who will hold office until the second annual meeting of Members after their election or until their successors are elected and qualified; and there will be two (2) Directors in the third class, who will hold office until the third annual meeting of members after their election or until their successors are elected and qualified. At each annual meeting of Members thereafter, Directors will be elected for the class whose term of office expires at that meeting, and they will hold office until the third annual meeting of Members after their election or until their successors are elected and qualified.

6.03 Removal. Except for the initial Directors or other Directors serving during the Developer Control Period, who shall serve until the first annual meeting of Members after the Developer Control Period, or until their successors are elected and qualified, Directors may be removed from office with or without cause by a majority of all of the votes entitled to be cast by the Members of the Association.

6.04 Vacancies. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of his predecessor in office.

Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

6.05 Director Appointments. Any Board member whose term has expired must be elected by the Members of the Association. A Board member may be appointed by the Board only to fill a vacancy caused by any reason. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.

6.06 Compensation. No Director shall receive compensation for any service he may render to the Association. A Director may, however, be reimbursed by the Board for actual expenses incurred by him in the performance of his duties.

6.07 Powers and Duties. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in these Bylaws or in the Restrictions or as set forth in the Certificate of Formation of the Association. In addition, the Board of Directors shall have the following powers and duties:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members;

- b. supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
- c. as more fully provided in the Restrictions to:
 - (1) adjust the amount of the annual maintenance fund assessment against each lot;
 - (2) send written notice of each assessment to every Owner subject thereto; and
 - (3) foreclose the lien against any property for which assessments are not timely paid and/or bring an action at law against each Owner personally obligated to pay the same;
- d. issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. procure and maintain, if possible, adequate liability and hazard insurance on property owned by the Association;
- f. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g. cause the private roads and streets in the Subdivision to be maintained;
- h. cause the Common Area, if any, to be maintained;
- i. cause the Restrictions of the Subdivision to be enforced and administered;
- j. cause the architectural control of the Subdivision as set forth in the Restrictions;
- k. employ such accountants, attorneys, contractors or other persons or entities as the Board deems necessary to manage and administer the affairs of the Association;
- l. manage the affairs of the Association; and
- m. perform all acts and do all things provided for or contemplated to be done by the Association in the Restrictions and the Certificate of Formation.

Directors shall exercise ordinary business judgment in managing the affairs of the Association. Directors shall act as fiduciaries with respect to the interests of the Members. In acting in their official capacity as directors of this Association, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Association and that are not unlawful. In all instances, the directors shall not take any action that they should reasonably believe would be contrary to the Association's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Association.

6.08. Association Contracts. The Association may enter into an enforceable contract with a current Association board member, a person related to a current Association board member within the third degree by consanguinity or affinity, as determined under Chapter 573, GOVERNMENT CODE, a company in which a current Association board member has a financial interest in at least 51 percent (51%) of profits, or a company in which a person related to a current Association member within the third degree by consanguinity or affinity, as determined under Chapter 573, GOVERNMENT CODE, has a financial interest in at least 51 percent (51%) of profits, if the following conditions are satisfied:

- (a) the board member, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the board member, relative, or company, if reasonably available in the community; and
- (b) the board member:
 - (1) is not given access to the other bids;
 - (2) does not participate in any board discussion regarding the contract; and
 - (3) does not vote on the award of the contract.

6.09 Actions of Board of Directors. The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or these Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors. For the purpose of determining the decision of the Board of Directors, a director who is represented by proxy in a vote is considered present.

ARTICLE 7 **NOMINATION AND ELECTION OF DIRECTORS**

7.01. Nomination of Directors. At least ten (10) days before the Association disseminates absentee ballots to Association members for the purpose of voting in a board member election, the Association must provide notice to the Association members soliciting candidates interested in running for a position on the board. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The notice must also state (a) the number of positions available on the board that will be filled at the upcoming election; (b) the phone number, fax number, email address and/or physical address at which the member may notify the Association that he or she wishes to have his or her name placed on the ballot for the election; and (c) any other information necessary to inform the members how to have their name listed on the ballot for the election. The deadline may not be earlier than the 10th day after the date the Association provides the notice required herein. The Association shall include on each absentee ballot for a board member election the name of each eligible candidate from whom the Association received a request to be placed on the ballot. Members with a felony conviction or a conviction for a crime involving moral turpitude, within twenty (20) years before the date of election, are not eligible

7.02. Election. Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, and those voting by absentee or mailed ballot or by electronic or faxed ballot, may cast, in respect to each directorship to be filled, as many votes as they are entitled to

exercise under the provisions of the Restrictions. The nominees receiving the highest number of votes shall be elected. No Member may cumulate votes.

7.03. Required Election of Directors by Members. Notwithstanding any provision to the contrary contained in Sections 7.01 or 7.02 or elsewhere in these Bylaws, the election of Directors shall be subject to the provisions of Tex. Prop. Code §209.00591 (Board Membership) requiring one-third (1/3) of the board members to be elected by the members of the Association (i) on or before the 120th day after the date 75 percent of the Lots are conveyed to owners other than the Declarant, or (ii) if the Declaration does not include the number of Lots that may be created and made subject to the Declaration, then not later than the 10th anniversary of the date the Declaration was recorded in the Real Property Records of Montgomery County, Texas.

7.04. Rules and Procedures. The Board of Directors may adopt rules and procedures for the conduct of annual elections of Directors, provided that such rules and procedures are not inconsistent with these Bylaws.

ARTICLE 8 **MEETINGS OF DIRECTORS**

8.01. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place, on such dates and at such time as may be fixed from time to time by resolution of the Board. The first regular meeting of each new Board shall be held within twenty (20) days after the annual meeting of Members. Notice of the time and place of such meeting shall be mailed or delivered to each member of the Board of Directors not less than five (5) nor more than fifteen (15) days before the date of the meeting. No notice to Directors of regular meetings of the Board of Directors (except for first regular meeting of each new Board) shall be required.

8.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Board of Directors or by any two Directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting must be given to each Director not less than five (5) days (except in the case of emergencies), or more than fifteen (15) days prior to the date fixed for such meeting by written notice delivered personally or sent by mail or telegram to each Director at his address as shown in the records of the Association.

8.03. Open Board Meetings. Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following any executive session, any decision made in the executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary shall include a general explanation of any expenditures approved in executive session.

8.04. Meeting With Notice. Members shall be given notice of the date, hour, place, and general subject of a regular or special meeting of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be (a) mailed to each member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the

meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to the members in a place located on the Association's common property, or on conspicuously located private property within the subdivision, or (ii) by posting the notice on an Internet website maintained by the Association; and (iii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

A board meeting may be held by electronic or telephonic means provided that (1) a board member may hear and be heard by every other board member, (2) except for any portion of the meeting conducted in executive session, (a) that all owners in attendance at the meeting may hear all board members, and (b) Owners are allowed to listen using any electronic or telephonic communication methods used or expected to be used by the board member to participate, and (3) notice of meeting includes instructions for owners to access any communication method required to be assessable hereunder.

8.05. Meetings Without Notice. A Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners as required herein, if each board member is given a reasonable opportunity to express the board member's opinion to all other board members and to vote. Any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes at the next regular or special meeting of the Board. The Board may not, unless done in an open board meeting for which prior notice was given to owners as required herein, consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural control approval; or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue, lending or borrowing, the adoption of an amendment to any dedicatory instruments, the approval of an annual budget or the approval of an amendment to an annual budget which raises the budget by more than 10%, sale of purchase of real property, the filling of a vacancy on the board, the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or the election of an officer.

8.06. Quorum. A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws.

8.07. Voting Requirement. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Certificate of Formation or these Bylaws requires the vote of a greater number.

ARTICLE 9 COMMITTEES

9.01. Appointed by Board of Directors. The Board of Directors shall appoint such committees as are required by the Restrictions. The Board may from time to time establish and appoint to such other committees as it shall deem necessary and advisable to assist the Board in the general operation and management of the Association. The Chairman and all Members of each such committee must be a Member of the Association.

9.02. Authority of Committees. The Board of Directors may grant to any committee thus established by the Board such authority and power consistent with these Bylaws as the Board shall deem required to carry out the intended purposes and functions of such committee.

9.03. Discharge of Committees and Committeemen. The Board of Directors may discharge any committee established by the Board and may remove and replace any committeeman appointed to any committee.

ARTICLE 10 **OFFICERS**

10.01. Enumeration of Officers. The Officers of the Association (who shall at all times be members of the Board of Directors) shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

10.02. Term. The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for a term of one year, unless such officer shall sooner resign, be removed, or be otherwise disqualified to serve.

10.03. Resignation and Removal. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein. Any officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

10.04. Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

10.05. Compensation. Officers shall not receive compensation for services rendered to the Association.

ARTICLE 11 **PRESIDENT**

11.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its members to act as President.

11.02. Duties. The President shall:

- (a) Preside over all meetings of the Members and of the Board;
- (b) Sign as President all deeds, contracts, and other instruments in writing which have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser officer;
- (c) Call meetings of the Board whenever he deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than five (5) days; and

(d) Have, subject to the advice of the Board, general supervision, direction and control of the affairs of the Association and discharge such other duties as may be required of him by the Board.

ARTICLE 12 **VICE PRESIDENT**

12.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its members to act as Vice President.

12.02. Duties. The Vice President shall:

- (a) Act in the place and in the stead of the President in the event of his absence, inability, or refusal to act; and
- (b) Exercise and discharge such other duties as may be required of him by the Board. In connection with any such additional duties, the Vice President shall be responsible to the President.

ARTICLE 13 **SECRETARY**

13.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary. The Secretary need not be a member of the Board.

13.02. Duties. The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members;
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring said seal;
- (c) Serve such notices of meetings of the Board and the Members required either by law or by these Bylaws;
- (d) Keep appropriate current records showing the members of this Association together with their addresses; and
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing which have been first approved by the Board if said instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

ARTICLE 14 **TREASURER**

14.01. Election. At the first meeting of the Board immediately following the annual meeting of the members, the Board shall elect a Treasurer. The Treasurer need not be a member of the Board.

14.02. Duties. The Treasurer shall:

- (a) Receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association;
- (b) Be responsible for, and supervise the maintenance of, books and records to account for such funds and other Association assets;
- (c) Disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures; and
- (d) Prepare and distribute the financial statements for the Association required by the Restrictions.

ARTICLE 15 **BOOKS AND RECORDS**

15.01. Maintenance. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the Association. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

15.02. Inspection. The Restrictions of the Subdivision, the Certificate of Formation and the Bylaws of the Association, the membership register, the books of account, and the minutes of proceedings, shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time in accordance with the Association's Records Production Policy.

ARTICLE 16 **AMENDMENTS**

16.01. Amendments. The Board of Directors of this Association is expressly authorized to alter, amend, or repeal the Bylaws or to adopt new Bylaws of the Association, without any action on the part of the Members of the Association, but during the Developer Control Period, the Bylaws made by the Directors and the powers so conferred may be altered or repealed or new Bylaws adopted by the Class B Member(s). After the Developer Control Period, the Bylaws made by the Directors and the powers so conferred may be altered or repealed or new Bylaws adopted by a majority of the vote of the eligible Members present and voting, in person, by proxy, or in any other manner provided herein or in the Certificate of Formation, at any annual or special meeting or election called for that purpose; provided, however, that a statement of the proposed modifications, alterations, amendments, or repeal and proposed new Bylaws shall be signed by either the Board of Directors or by ten percent (10%) or more of the Members entitled to vote and delivered to the Board of Directors at least twenty (20) days before the date of such meeting or election; and it shall be the duty of the Board of Directors to cause a copy of such proposed modifications, alterations, amendments, or repeal and proposed new Bylaws to be mailed to each Member of the Association at his last known address as shown on the books of the Association at least ten (10) days before such meeting or election.

**ARTICLE 17
CONFLICTS**

17.01. Restrictions Govern. In the event of a conflict between the provisions of these Bylaws and the Restrictions, the terms and provisions of the Restrictions shall prevail.

Attestation

ADOPTED by the Board of Directors on this 19th day of December, 2017.



Director



Director

Director

ATTEST:



Secretary

FILED FOR RECORD
01/10/2018 01:13PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

RECORDER'S MEMORANDUM:

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

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number sequence on the date and time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

01/10/2018



County Clerk
Montgomery County, Texas

CORPORATE CERTIFICATE
COMMUNITY ASSOCIATION OF DEER TRAIL TWO

DOC #2018002954

The undersigned certifies that he is the Attorney for the Community Association of Deer Trail Two (the "Association"). The Association is the property owners' association for Deer Trail Two, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas nonprofit corporation, and attached to this certificate is a true and correct copy of the Association's **AMENDED BYLAWS (DECEMBER 2017)**.

Signed this 10th day of January, 2018.

**COMMUNITY IMPROVEMENT
ASSOCIATION OF DEER TRAIL TWO**



BRYAN P. FOWLER, Attorney

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 10th day of January, 2018, by **BRYAN P. FOWLER**, Attorney for **COMMUNITY IMPROVEMENT ASSOCIATION OF DEER TRAIL TWO**, a Texas nonprofit corporation.





Notary Public -State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 10th day of December, 2017, by **BRYAN P. FOWLER**, Attorney for **COMMUNITY IMPROVEMENT ASSOCIATION OF DEER TRAIL TWO**, a Texas nonprofit corporation, on behalf of said corporation.





Notary Public -State of Texas

AFTER RECORDING RETURN TO:
BRYAN P. FOWLER
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWire Docs

CC&Rs
Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DEER TRAIL II, SECTION 1**

THIS DECLARATION, made as of the 23rd day of December, 2014, by DUANE T. CORLEY, TRUSTEE, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of a certain tract of land containing 109.372 acres of land located in the Jonathan Pitts Survey, A-28, Montgomery County, Texas, being out of and a part of that certain 1,068 acres of land, and described in Deed filed for record in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File No. 2004-094357, (said 109.372 acre tract being hereinafter sometimes called and referred to as the "Property"). The Property has heretofore been platted and subdivided as Deer Trail II, Section 1, consisting of 96 lots in 3 blocks, according to the map or plat thereof recorded in Cabinet Z, Sheet 3168/3174 of the Map Records of Montgomery County, Texas; and

WHEREAS, Declarant desires to develop the Property and to provide for and adopt a uniform plan of covenants, easements, restrictions, conditions, dedications, reservations, charges and liens designed to govern, control and preserve the values and amenities of the Property for the better development, improvement, sale, use and enjoyment of the Property; and

WHEREAS, Declarant desires to provide for the maintenance of any Common Areas, and to this end desires to subject the Property to the covenants, easements, conditions, dedications, restrictions, reservations, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner of any part thereof; and

WHEREAS, in order to efficiently preserve the values and amenities in the Property and other sections of Deer Trail II, there will be created a nonprofit corporation to which shall be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant will form or cause to be formed, a Texas nonprofit corporation, a property owners association with bylaws by which said association will be governed through its Board of Directors, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following easements, restrictions, reservations, dedications, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon said Property and which shall run with the Property and be binding on all parties, now and at any time hereafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless

of the source of or the manner in which any such right, title or interest is or may be acquired, and all of which shall inure to the benefit of each Owner of any part of the Property.

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. “Annexable Area” shall mean and refer to the residual, currently unplatted, portion of that certain 1,068 acres conveyed to Duane T. Corley, Trustee, by Deed filed for record in the Official Public Records of Real Property of Montgomery County, Texas under Clerk’s File No. 2004-094357.

SECTION 2. “Architectural Control Committee” or “Committee” shall mean and refer to the Deer Trail II Architectural Control Committee, as provided for in ARTICLE II hereof.

SECTION 3. “Association” shall mean and refer to Community Association of Deer Trail II (or a property owners association bearing a different name if the name “Community Association of Deer Trail II” is not available for any reason), a Texas nonprofit corporation, its successors and assigns.

SECTION 4. “Builder” shall mean and refer to the Owner of a Lot who owns the Lot for the sole purpose of building a residence for sale to third parties and is designated in writing as a Builder by Declarant. If a Builder rents or leases a Lot to a third party, he shall cease to occupy the status of a Builder with respect to such Lot.

SECTION 5. “Common Area” shall mean and refer to any properties, real or personal, now owned or hereafter acquired by the Association for the common use, benefit and/or enjoyment of Members of the Association. The term shall not apply to any property acquired by the Association pursuant to a foreclosure of the assessment lien provided for in ARTICLE IV below unless such property is later dedicated by the Association for the use and benefit of the Members.

SECTION 6. “Declarant” shall mean and refer to Duane T. Corley, Trustee, and to any entity which succeeds to all or substantially all of the Properties by merger, consolidation or conveyance and to whom the Declarant’s rights and privileges as the developer of the Properties are specifically assigned in writing.

SECTION 7. “Developer Control Period” is the period of time beginning on the date that this Declaration is filed for record with the County Clerk of Montgomery County, Texas and continuing until neither Declarant nor Declarant’s successor owns any part of the Annexable Area, or for such shorter period as the Declarant or his successor shall determine. During the Developer Control Period, the Declarant has all of the rights, powers and authority reserved or granted to the Declarant in this Declaration, in the Certificate of Formation and Bylaws of the Association, and in Section 209.0041 and other applicable provisions of the Texas Property Code.

SECTION 8. “FHA” shall mean and refer to the Federal Housing Administration.

SECTION 9. "Lot" shall mean and refer to any of the numbered Lots shown on the Subdivision Plat intended for the construction of a single family residence.

SECTION 10. "Member" shall refer to every person or entity that holds a membership in the Association during the period of such membership.

SECTION 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation or those owning only an easement right, a mineral interest, or a royalty interest.

SECTION 12. "Properties" shall mean and refer to the real property within the jurisdiction of the Association including the property included in the Subdivision Plat of the Property, and any additional lands incorporated into the general scheme of development of the Deer Trail II Subdivision and/or brought within the jurisdiction of the Association as provided herein.

SECTION 13. "Street" shall mean and include any street, drive, boulevard, road, alley, lane, avenue, or any place shown on the Subdivision Plat as a thoroughfare.

SECTION 14. "Subdivision" shall mean and refer to Deer Trail II, Section 1, as set forth in the map or plat thereof recorded in Cabinet Z, Sheet 3168-3174, of the Map Records of Montgomery County, Texas.

SECTION 15. "Subdivision Plat" shall mean and refer to the recorded map or plat of the Subdivision.

SECTION 16. "VA" shall mean and refer to the Veterans Administration.

ARTICLE II - ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. INITIAL COMPOSITION, TERM, ASSUMPTION OF CONTROL BY ASSOCIATION, NUMBER, ETC. The Declarant and/or the Declarant's designate(s) shall serve as the initial Architectural Control Committee for Deer Trail II, Section 1. The initial member(s) of the Architectural Control Committee need not be Owners of Lots or Members of the Association. The initial Architectural Control Committee shall serve during the Developer Control Period. The initial Architectural Control Committee shall act independently of the Association. During the Developer Control Period, Declarant may add, remove and/or replace committee members in Declarant's discretion. At the end of the Developer Control Period, architectural control for the Subdivision shall become vested in the Association and the members of the Architectural Control Committee shall be elected or appointed by the Board of Directors of the Association in accordance with its Bylaws. From and after such time the Committee shall consist of at least three (3) members.

Compensation. No person serving on the Committee shall be entitled to compensation for services performed as a committeeman. However, the Committee may employ one or more architects, engineers, attorneys or other consultants to assist the Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee; provided, further, however, the members of the Committee shall be entitled to such

compensation for services rendered and reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Declarant (during the Developer Control Period) or the Board of Directors (after Developer Control Period) may from time to time authorize or approve.

SECTION 2. ARCHITECTURAL APPROVAL, SUBMISSION OF PLANS, APPLICATION OF PLANS, APPLICATION FEE, FAILURE TO ACT, PROMULGATION OF CONSTRUCTION STANDARDS, OTHER POWERS. No building or other improvements, including dwellings, garages, outbuildings, streets, driveways, sidewalks, drainage facilities, landscaping, fences, animal pens, enclosures, mailboxes, walks, fountains, statuary, outdoor lighting or signs shall be commenced, constructed, erected, placed or maintained on any Lot or elsewhere in the Subdivision (but not including commercial reserves, if any), nor shall any exterior addition or alteration thereto be made, unless and until (1) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (2) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades and finished ground elevation, surrounding structures, walks, paths and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect in its discretion.

The Architectural Control Committee may charge a reasonable application and/or review fee in an amount to be determined by the Committee.

In the event the Architectural Control Committee fails to approve or disapprove the preliminary site plan and schematic plan within thirty (30) days after they have been submitted to it, approval thereof will not be required and the provisions of this section will be deemed to have been fully complied with.

Without limitation of the powers herein granted, the Architectural Control Committee shall have the right, with the approval of a majority of the Directors of the Association after control of the Committee passes to the Association, to specify an outline of minimum acceptable construction standards, including but not limited to acceptable exterior materials and/or finishes which may be used in the construction, alteration or repair of any improvement; provided however, that such outline will serve as a minimum guideline and the Architectural Control Committee shall not be bound thereby.

Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum setbacks; the location,

height and extent of fences, walls or other screening devices; and the orientation of structures with respect to streets, walks, paths and structures on adjacent property. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision.

SECTION 3. SELF-HELP REMEDY FOR OWNER'S FAILURE TO REPAIR OR MAINTAIN DWELLING. If in the opinion of the Architectural Control Committee the exterior of any dwelling is in need of repair or maintenance, the Committee shall notify the Owner thereof in writing of the need for such repairs or maintenance, and if such repairs or maintenance are not accomplished within sixty (60) days of said date then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the Owner, and the Owner shall pay upon demand the Committee's cost, together with interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection.

SECTION 4. NON-LIABILITY FOR COMMITTEE ACTION. The granting of approvals by the Committee shall in no way serve as a representation, warranty or guaranty as to the quality of the plans and specifications and/or that a residence or other structure is properly and adequately constructed in accordance with the plans and specifications therefor or in a good and workmanlike manner. In no event shall the Declarant, the Committee or the Association have any liability as a result of the Committee's approval or disapproval of any improvement. No member of the Committee, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed an approval of, any building or improvement from the standpoint of safety, whether structural or otherwise, or conformance with existing building codes, governmental laws or regulations. Furthermore, no member of the Committee, any officer or member of the Board of Directors or the Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such individuals were acting on behalf of the Association, the Committee, the Board of Directors, or otherwise. Finally, neither Declarant, the Association, the Board of Directors, or the Committee, or their officers, agents, members or employees, shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof, or for failure to repair or maintain the same.

ARTICLE III - COMMUNITY ASSOCIATION OF DEER TRAIL II

SECTION 1. ORGANIZATION; PURPOSES; AUTHORITY. Community Association of Deer Trail II has been organized and formed as a nonprofit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, the general overall supervision of all of the affairs of and the promotion of the health, safety, and welfare of the Owners and residents within the Properties. To this end, the Subdivision is expressly made subject to the jurisdiction of

the Association, and the Association shall have all of the powers and authority set out in its Certificate of Formation and/or Bylaws, including, but not limited to, all of the powers and authority of property owners associations as provided in Chapter 202, Chapter 204 and other applicable provisions of the Texas Property Code.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of Directors which shall manage the affairs of the Association as specified in the Bylaws of the Association. During the Developer Control Period, the Board shall consist of not less than three (3) Directors, none of whom need be Owners or Members of the Association. After the Developer Control Period, the Board shall consist of not less than five (5) Directors, all of whom shall be Members of the Association. The initial members of the Board of Directors shall be chosen by the Declarant. Except for the initial Directors, during the Developer Control Period the Directors of the Association shall be appointed or elected by the Board of Directors. After the Developer Control Period, the Board of Directors shall be elected by the Members of the Association.

SECTION 3. MEMBERSHIP. The Declarant (during the Developer Control Period) and every person or entity, who is a record Owner of any Lot or of any of the Properties which are subject, or which may hereafter be subject to the Association, shall be Members 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; those owning only an easement right, or those having only an interest in the mineral estate. No Owner shall have more than one membership. Except for the Declarant's membership in the Association during the Developer Control Period, memberships shall be appurtenant to and may not be separated from ownership of the Lot or other property. Membership shall automatically pass with the title to the Lot or other property. Except for the Declarant's membership in the Association during the Developer Control Period, ownership of such land shall be the sole qualification for membership. The owners of Reserves, if any, shall not be Members.

SECTION 4. CLASSES OF MEMBERSHIP; VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant and, except as provided in the next grammatical paragraph, shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. During the Developer Control Period, the Class A Members shall not be entitled to vote on (i) the amendment or modification of this Declaration, (ii) the election of Directors (subject, however, to the provisions of Section 209.00591(c) of the Texas Property Code which requires election of one-third of the directors of a property owners association by the members of the association upon the occurrence of certain events), (iii) amendment of the Certificate of Formation of the Association, or (iv) amendment of the Bylaws of the Association.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot owned within the Properties and shall have the exclusive right to vote on (i) the amendment or modification of this Declaration, (ii) subject to the provisions of Section 209.00591(c) of the Texas Property Code, the election of Directors, (iii) amendment of the

Certificate of Formation of the Association, and (iv) amendment of the Bylaws of the Association. The Class B membership shall exist during the Developer Control Period. At the end of the Developer Control Period the Class B membership shall cease. If Declarant (or any other person or entity entitled to Class B membership as above provided) then owns any Lot in the Subdivision or the Properties, it shall become a Class A Member with all of the rights and privileges of the Class A Members.

Declarant hereby agrees to assign to the Association all of its rights and powers as herein expressly provided for at such time as the Class B membership shall terminate in accordance with the foregoing provisions.

SECTION 5. BOOKS AND RECORDS. The books, records and papers of the Association shall, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, for any proper purpose. The Certificate of Formation, Bylaws, and this Declaration shall likewise be available, upon written request, for inspection, by appointment during normal business hours by any Member at the office of the Association, for any proper purpose. The Association may charge a reasonable fee for copies of any books, records, papers or dedicatory instruments requested by a Member or other person.

ARTICLE IV - MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, imposes on each Lot within the Subdivision, and the Owner of each Lot, by acceptance of a Deed thereto, whether or not it shall be expressed in the Deed or other evidence of conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided.

These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge falls due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and residents in the Properties, and for the improvement and maintenance of the Common Area, if any. Without limiting the foregoing, the assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following

purposes: street lighting, improving and maintaining streets, alleyways, paths, easements, and esplanades in the Properties; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; providing for the planting and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Area, if any; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the lands within the Properties in a neat and good order or which they consider of general benefit to the Owners or occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. The annual assessment per Lot is hereby set at Two Hundred Forty and No/100 (\$240.00) Dollars for the calendar year 2014. Thereafter, the Board of Directors of the Association at its sole discretion may increase the annual assessment by a maximum amount equal to a twenty percent (20%) increase over the annual assessment for the previous year without a vote of the Members of the Association. Each year after 2014, the annual assessment may be increased by more than twenty per cent (20%) by a vote of the Members who are voting, in person, by proxy, by mail or in any other manner provided in the Bylaws of the Association, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum. Annual assessments may be collected in advance on an annual, monthly or quarterly basis at the Board's election.

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon any Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of the Members who are voting, in person, by proxy, by mail or in any other manner provided in the Bylaws of the Association, at a meeting duly called for this purpose. Special assessments may be collected on an annual, monthly or quarterly basis at the Board's election.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action under Sections 3 or 4 above shall be sent to all Members not less than ten (10) days nor more that sixty (60) days in advance of the meeting. At such meeting, the presence of Members, of proxies and of votes cast by Members entitled to cast twenty per cent (20%) of all the votes of the membership of the Association shall constitute a quorum.

SECTION 6. RATES OF ASSESSMENT. Both annual and special assessments on all Lots (except Lots owned by Declarant and Builders) shall be fixed at uniform rates.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to each Lot on the

conveyance of such Lot by the Declarant. Such assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 31st day of January in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. If the Board of Directors does not fix the amount of the annual assessment for the next calendar year, it shall remain the same as the previous year's assessment. Each annual assessment shall be due and payable in advance on the first day of July of each calendar year unless the Board elects to collect the assessment on a monthly or quarterly basis. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due, shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the original due date until paid at the lesser of eighteen per cent (18%) per annum or the highest non-usurious rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or against the then Owner of the subject Lot(s) to foreclose the lien herein retained against the respective Lot or Lots. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment as a charge. Each such Owner, by his acceptance of a Deed, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to any valid purchase money lien, improvement lien, home equity lien or reverse mortgage (or any renewal and extension or such liens) affecting such Lot. The sale of any Lot shall not affect the lien in favor of the Association; PROVIDED, HOWEVER, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 10. LOTS OWNED BY DECLARANT AND BUILDERS. Notwithstanding any provision to the contrary in this Article IV or in this Declaration in general, Lots owned by Declarant are exempt from the annual and special assessments, and no annual or special assessments or charges shall accrue or be assessed against Lots owned by the Declarant, whether such Lots are unsold Lots

remaining in Declarant's inventory or have been previously sold or conveyed and subsequently foreclosed on or repossessed by Declarant. Additionally, Lots owned by Builders shall be exempt from annual and special assessments for a maximum period of one (1) year after the Lot is acquired by the Builder.

ARTICLE V - PROPERTY RIGHTS IN COMMON AREAS

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, if any, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association has the right to borrow money to be used in furtherance of the purposes of the Association, and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area, if any, as security for money borrowed or debts incurred.
- (b) The Association has the right to take such steps as are reasonably necessary to protect any Common Area against foreclosure of any such mortgage.
- (c) The Association has the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, if any, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (d) With the vote of Members representing sixty-seven percent (67%) of the total votes of the Members of the Association, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area, if any, to any public agency or authority for such purposes and subject to such conditions as may be approved by said sixty-seven percent (67%) of the votes of all Members; provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area, if any, to public or private utility companies.

SECTION 2. DELEGATION OF USE. Each Member has the right to extend his rights and easements of enjoyment to the Common Area, if any, to the members of his family, to his tenants who reside in the Subdivision, and to such other persons as may be permitted by the Association.

SECTION 3. LIABILITY OF OWNERS FOR DAMAGE BY MEMBER. Each Member shall be liable to the Association of any damage to any Common Area or for any expense or liability incurred by the Association, to the extent not covered by insurance, that may be sustained by reason of the negligence or willful misconduct of such Member or for any violation by such Member of this Declaration for any of the rules or regulations adopted by the Board of Directors. The Association has the power to levy and collect an assessment against a Member, after notice and hearing, to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Declaration or of its rules and regulations, or for any increase in insurance premiums directly attributable to any such damage or any such violation.

SECTION 4. ASSOCIATION POWERS IN THE EVENT OF CONDEMNATION. If any Common Area or interest therein is taken under exercise of the power of eminent domain or by private purchase in lieu of condemnation, the award in condemnation or the price payable shall be paid to the Association, except to the extent payable to any mortgagee of any such property, or to any Lot Owner, to the extent such Common Area consists of an easement over the Lot of the Owner in question. The Association shall have the exclusive right to participate in such condemnation proceeding and to represent the interest of all Owners therein. Any award or funds received by the Association shall be held by the Association as determined by the Board of Directors, as reserve for future maintenance, repair, reconstruction, or replacement of the Common Area or may be used for improvements or additions to or operations of the Common Area.

ARTICLE VI - USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential dwellings for single-family residential use only. No business, professional, commercial or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial or manufacturing use be subordinate or incident to use of the premises as a residence; provided, however, an Owner of a Lot in the Subdivision may use his residence for professional or other home occupations such as the maintenance of a personal or professional library, the keeping of personal business or professional records or accounts, or for the handling of personal business or professional telephone calls or correspondence so long as there are no external evidences thereof (such as signs, advertising a business or the storing of any equipment, inventory or other materials of whatever kind or character on the Lot or elsewhere in the Subdivision, or meeting with or consulting in person with clients or customers on the Lot or within the Subdivision), and no unreasonable inconvenience to such Owner's neighbors. No structure other than one private single-family dwelling, a guest house and/or servants quarters, a garage and carport appurtenant thereto and no more than two related outbuildings shall be constructed or permitted to remain on any Lot in the Subdivision. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, or apartment houses. Notwithstanding any provision to the contrary contained in this Section 1 or in any other provision of this Declaration, Declarant reserves the right and privilege of using any one Lot in the Subdivision for constructing and maintaining a sales and/or construction office in connection with the marketing and sale of Lots in the Subdivision and/or the construction of homes and other improvements in the Subdivision. During the period of such use by Declarant, Declarant may store construction materials and machinery on such Lot and, in general, utilize such Lot for any purpose reasonably consistent with its use as a sales and/or construction office. After Declarant ceases to use the Lot as a sales and/or construction office, such Lot thereafter may be used for inside light commercial use such as a beauty shop, barber shop, professional office (i.e., bookkeeping, taxes, real estate sales or insurance agency).

SECTION 2. ANIMALS AND LIVESTOCK. Except as specifically permitted in this section, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, domestic cats, or other household pets may be kept on a Lot, provided that they are not kept, bred or maintained for any business or commercial purposes; and provided further, however, no exotic cats or other wild animals shall be allowed. Additionally, a maximum of two (2) horses per acre may be maintained on a Lot provided that they are not kept, bred or maintained for any business or commercial purposes. All Montgomery County or, if applicable, City of Conroe leash laws related to animals shall apply. No animals will be allowed to run loose in the Subdivision. The Association,

acting through its Board of Directors, shall have the authority (but not the obligation) to designate and identify, in its sole judgment and discretion, certain of the animals or breeds of animals that are permitted in the Subdivision by the above provisions that it deems to be unusually dangerous or to be an unusual risk to the health, safety and welfare of the residents of the Subdivision, and in connection therewith, the Association may require that such animals as so identified and designated be kept in an enclosure approved by the Association or removed from the Subdivision.

Notwithstanding the foregoing prohibitions, with the prior written approval of the Association, animals may be raised for FFA and 4-H school sponsored programs.

No animal pens, cages, kennels, shelters or stalls shall be located on any Lot closer than one hundred fifty (150) feet from the front property line.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision. The Association shall have the sole and absolute discretion to determine what conditions or activities constitute annoyances or nuisances.

SECTION 4. VEHICLES; DRIVEWAYS. No vehicles, or parts thereof, may be parked or maintained in the streets of the Subdivision. No inoperable vehicle or vehicle without a current license tag and state inspection sticker shall be allowed on any Lot or in the Subdivision. No large trucks, such as eighteen-wheelers, tractor-trailer rigs, concrete trucks, garbage trucks, or construction vehicles, or commercial vehicles with a rated carrying capacity of more than one and one-half (1 ½) ton shall be parked or permanently kept in the Subdivision. Unless otherwise approved by the Committee, no boat, boat trailer, boat rigging, trailer, bus, motor home, recreational vehicle or camper shall be parked or kept in the street or on any Lot unless such vehicle is stored within a garage or behind the back of the residential dwelling; provided, however, boats, boat trailers, boat riggings, motor homes, recreational vehicles, trailers, and campers may be temporarily parked in a driveway for a period not exceeding seventy-two (72) hours in any thirty (30) day period. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature.

ATV's shall be allowed only on the ATV's owner's Lot and shall not be kept or operated on any street, drainage easements, detention ponds or elsewhere in the Subdivision or elsewhere in the Annexable Area; provided however, with respect to the Annexable Area, Declarant reserves the right to unilaterally cancel or amend this restriction at any time before the Annexable Area becomes part of the Properties.

Notwithstanding any provision to the contrary contained in this section, with the prior written consent of the Association, an Owner may temporarily keep on his Lot one (1) "project" car or truck that is being restored by or for the Owner provided that such vehicle must not be located forward of the back exterior wall of the residence and must not remain on the Lot for more than two (2) years without becoming operable and having a current license tag and state inspection sticker.

All personal vehicles must be parked on a driveway. All driveways shall be constructed of crushed concrete, limestone, iron ore gravel, concrete or asphalt and shall be at least ten (10) feet wide [eighteen (18) feet wide at the street] extending from the street to the Owner's residence.

Except as otherwise provided in this Section 4, the parking of vehicles on any Lot other than on the driveway is expressly restricted to behind the rear exterior wall of the of the dwelling.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 6:00 a.m. and 9:00 p.m.

SECTION 6. OWNER'S LIABILITY FOR CONTRACTOR'S DAMAGE. The Board of Directors shall establish guidelines for building contractors and home movers whose trucks and equipment will be used on the Properties. A copy of such guidelines shall be given to Owner upon approval by the Committee of Owner's plans. It shall be Owner's responsibility to provide such guidelines to the contractor or the mover. In the event the Common Areas of the Property are damaged as a result of Owner's contractor or mover, the provisions of Article V, Section 3 shall apply.

SECTION 7. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from the view of any streets. Equipment used for the temporary storage and/or disposal of such materials prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 8. BUILDING MATERIALS. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on any street.

SECTION 9. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

SECTION 10. NO FURTHER SUBDIVISION. No Lot or residential unit thereon in the Subdivision may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof (including the Association) except for the retention of easements and any Common Areas by the Declarant, without the prior written approval of the Committee. Nothing in this Section 10 of Article VI shall be deemed to prevent an Owner from, or require the approval of the Committee for, (a) selling or leasing of an entire Lot; or (b) transferring

or selling any Lot to more than one (1) owner to be held by them as tenants in common, joint tenants, or tenants by the entirety.

SECTION 11. MAINTENANCE OF LOT. Owners shall regularly mow all Lots such that the grass and other vegetation are never permitted to exceed six inches (6") in height. The Lot Owner shall also maintain, in a similar manner, the area between the property line and the pavement of a street. During construction of improvements upon any Lot, the Owner and Builder will cause all construction debris and subcontractors' trash to be confined to or disposed of in a suitable enclosure. Under no circumstances shall any debris or trash be allowed to blow freely on the Lot, adjoining Lots, roadway ditches or streets.

SECTION 12. OUTDOOR BURNING PROHIBITED. No outdoor burning shall be permitted on any Lot except in connection with (i) the initial clearing of such Lot for the construction thereon; (ii) the burning of debris during construction; or (iii) the burning of leaves or other botanical waste from the Lot. Under no circumstances shall any household trash or garbage be burned on any Lot.

SECTION 13. FIREARMS. The use or discharge of firearms in the Subdivision is strictly and expressly prohibited.

SECTION 14. TIMBER HARVESTING; REMOVAL OF DIRT. Unless approved by the Committee in writing, the harvesting of timber or removal of trees shall not be permitted on any Lot except as may be necessary for the construction of permitted improvements thereon. The digging and removal of dirt, gravel, iron ore, or any other surface materials or substances from a Lot is expressly prohibited except as may be necessary for the landscaping of or construction on such Lot.

SECTION 15. ROADWAY DITCHES; CULVERTS. All roadway ditches are constructed according to approved plans and planted with grass or other vegetation. After any construction activity on a Lot, any ditch affected by such construction must be returned by the Owner of the Lot to the condition such ditch was in prior to construction. All driveway culverts (i) shall be installed with the bottom of the culvert consistent with the existing ditch flow line elevation with the majority of the culvert opening above this elevation so as not to impede the free flow of water in the ditch, and (ii) shall otherwise conform to applicable rules and regulations of Montgomery County and, if applicable, the City of Conroe, relating to the size and manner of installation of such culverts.

SECTION 16. GRASS AND SHRUBBERY. Grass and weeds shall be kept mowed so that the height from the ground level up does not exceed six (6) inches. If the height of the grass and/or underbrush on a Lot exceeds six (6) inches and after ten (10) days written notice to Owner of his violation of these covenants and said condition remains, the Association by its representative shall have the right of entry onto the property for the purpose of mowing the grass and/or underbrush with the Owner being billed for the expense. If the expense remains unpaid for thirty (30) days, the unpaid account shall be considered an assessment and subject to the lien provided for in Article IV Section 1 hereof and to collection as set out under Article IV Section 8 herein. Dead or damaged trees which might create a hazard to property or persons within the Subdivision shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damages caused by such removal. Trees having a diameter of six (6) inches or greater shall not be removed

without the consent of the Committee. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that the Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

SECTION 17. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than one sign of not more than three (3) square feet advertising the particular Lot on which the sign is situated for sale or rent. The right is reserved by Declarant to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 18. INTERFERENCE. No radio or television signal or any other forms of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

SECTION 19. SOUND DEVICES. No horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect a residence, shall be placed or used on any Lot or on any residence. This paragraph shall not preclude the use of outdoor speakers for hi-fi's, stereos, or radios if the sound level is maintained at a reasonably low level with respect to the adjoining property.

SECTION 20. STORAGE AND DISPOSAL OF GARBAGE AND REFUSE. The Association may enter into contracts with a commercial waste disposal company that grants that company the exclusive right for the trash collection and waste disposal in the Subdivision. Owner shall be responsible to contract individually with such company for the collection and removal of Owner's trash or waste from the Subdivision. No Lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage and other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction commences and may be maintained for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which such materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

SECTION 21. CLOTHESLINES. All clotheslines must be set behind any residence, out of view from any street.

ARTICLE VII - ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Only one residence shall be placed on each Lot. A residence is defined as a site-built frame, brick, stone or masonry dwelling intended for use as a

residence for one (1) family. No mobile homes, house trailers, manufactured homes or modular homes shall be permitted in the Subdivision. There shall be no basements, tents, shacks, garages, trailers, buses, barns, or other outbuildings erected or placed on any of said Lots to be used at any time as a residence, and all of the outbuildings must be kept painted and in a state of good appearance and repair at all times. No building or other structure shall be erected or placed on any Lot that has not been first approved by the Committee. All structures shall be of new construction and no structure shall be moved from another location onto any Lot without the approval of the Committee. All residences must be built on a concrete slab or pier and beam foundation. No residence shall be constructed on blocks. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

With the prior written approval of the Association, approved garages or barns may be used as temporary residence, as long as they are maintained and completely finished within one (1) year from the date of the commencement of the construction thereof. The construction of the main dwelling must begin within three (3) years after the start of construction of the garage or barn to be used as the temporary residence and must be completed within the time period provided in Section 3 below. Before any written approval is granted by the Association for the temporary occupancy of a garage or barn, the Owner must submit a request in writing along with the expected commencement date of the garage or barn.

SECTION 2. LIVING AREA AND CONSTRUCTION REQUIREMENTS. All residences constructed upon Lots in the Subdivision shall contain not less than fourteen hundred (1,400) square feet, exclusive of open porches and garages, unless otherwise approved by the Committee.

SECTION 3. SEQUENCE OF BUILDING. Without the prior written consent of the Committee, no detached garage or other service function building of the dwelling establishment shall be erected or placed upon any Lot until the dwelling is fully complete and ready for occupancy. Any structure begun on a Lot must be diligently completed within a reasonable length of time, not to exceed two hundred seventy (270) days.

SECTION 4. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the Committee with its approval of the site plan and the final working plans and specifications. No residence or other building shall be located on any Lot nearer to the front or rear boundary lines or nearer to the side boundary lines than the minimum building setback lines as shown or referenced on the Subdivision Plat. Notwithstanding any contrary building setback lines depicted on the Subdivision Plat, the applicable minimum building setback requirement for the front property line shall be one hundred (100) feet from the front boundary line of each Lot. If not otherwise depicted or referenced on the Subdivision Plat, the applicable minimum side and rear building setback lines on each Lot shall be five feet (5') and twenty-five feet (25'), respectively. The Committee, in its discretion and for good cause, may grant variances in the minimum setback requirements for particular Lots.

SECTION 5. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of any permitted structure or improvement thereunder, and provided construction is proceeding with due diligence, the Committee may suspend the provisions of one or more sections of Article VI contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction, provided, however, during the course of

any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of the construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of the other properties within the Subdivision.

SECTION 6. TEMPORARY BUILDINGS. Except for storage buildings approved by the Committee, no temporary buildings or structures shall be permitted on any Lot.

SECTION 7. LOCATION OF GARAGES, BARNs AND STORAGE BUILDINGS. No detached garage nor any barn or storage building shall be located on any Lot forward of the rear of the dwelling thereon.

SECTION 8. FENCES. The construction or installation of walls, fences, and hedges by Owners shall be subject to the approval by the Committee in accordance with the provisions of this Declaration. All walls or fences shall be a maximum of six (6) feet in height and shall be constructed only of materials approved by the Committee. Owners shall construct and maintain a fence or other suitable enclosure as approved by the Committee to screen from public view, yard equipment, woodpiles or storage piles and all other items required to be screened in this Declaration. The Owner shall be responsible for maintaining and repairing all walls, fences and hedges located on the Owner's Lot.

SECTION 9. EXTERIOR ANTENNAE AND SATELLITE DISHES. All radio and television wires, antennae and satellite dishes shall be placed to the rear of the roof ridge line. Satellite dishes shall not exceed twenty-four inches (24") in diameter.

SECTION 10. CONSOLIDATION OF LOTS. With the prior written approval of the Committee, any person owning two or more adjoining Lots may consolidate such Lots into a single building site with the privilege of constructing improvements permitted herein. The resulting building site shall be considered a single Lot for all purposes under this Declaration, including but not limited to, the purpose of the minimum setback lines, voting and the payment of annual maintenance assessments and special assessments. If, after consolidation of two or more adjoining Lots, one or more tracts are segregated from the consolidated building site by the construction of an additional dwelling thereon, the segregated tract shall thereupon become a separate Lot for all purposes. Any such division of the consolidated building site shall require the prior written approval of the Committee.

SECTION 11. MAILBOXES. The United States Postal Service will not be providing door to door delivery of mail, but will be utilizing Cluster Box Units placed at a location within or in close proximity to the Subdivision. In the event individual delivery service becomes available, mailboxes must be harmonious with the overall character and aesthetics of the community. Furthermore, mailboxes shall meet the minimum standards of the United States Postal Service as to type, location and placement of the mailboxes. All mailboxes, house numbers and similar matter must be approved by the Committee.

SECTION 12. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from any street.

SECTION 13. WATER SUPPLY AND WASTE WATER DISPOSAL. No water well system shall be constructed or used on any Lot, but each Lot Owner must use the utility services provided by the Declarant or other designated utility operator for the Subdivision. No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the Property. All residences shall be connected to a septic or aerobic system that meets or exceeds Montgomery County and, if applicable, City of Conroe requirements. All such systems shall be maintained in proper working condition and approve by the appropriate governmental authority. The drainage of septic tanks into any road, street, ally or ditch, either directly or indirectly, is strictly prohibited.

SECTION 14. SOLAR COLLECTORS. No solar collector shall be installed without the prior written approval of the Committee. Any such installation shall be in harmony with the design of the residence that is it used in conjunction with. Solar collectors shall be installed in a location not visible from any street in front of the residence.

SECTION 15. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities that are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

SECTION 16. PROPANE AND BUTANE STORAGE TANKS. No tanks for the storage of propane or butane shall be placed on any Lot outside of the minimum setback lines for such Lot. All such tanks shall be located in the back yard of the residence and shall be screened from street view by buildings, lattice work, fencing or shrubbery.

SECTION 17. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with the restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Declarant, the Association, or their agents and employees shall not be liable and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

SECTION 18. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. The Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all improvements thereon in a neat and habitable manner. In the event of damage to any improvements , the Owner shall have the shorter of the period permitted by applicable law or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and once commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the improvements at such time, then the Owner may apply for a

“hardship” extension to the operation of this restriction to be submitted to the Board of Directors within sixty (60) days from the date of such destruction or damage. The Board of Directors shall rule on the Owner’s application of a “hardship” extension within thirty (30) days from the date of submission. In no event shall the granting of a “hardship” extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a “hardship” extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Committee, so as to present a pleasing and attractive appearance.

SECTION 19. AUTHORITY TO GRANT VARIANCES. The Board of Directors of the Association, upon recommendation of the Architectural Control Committee, may authorize variances from strict compliance with any of the Architectural restrictions of this Declaration, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing and must be approved by at least a majority vote of the Board of Directors of the Association, and shall become effective upon execution of the variances. No Board member, except Declarant, shall participate in any voting, in the capacity as a Board member, regarding a variance involving that Board member’s lot or the improvements thereon. If such a variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision thereof, nor shall it affect in any way the Owner’s obligation to comply with all applicable governmental laws and regulations. No granting of a variance shall be relied on by any Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration.

ARTICLE VIII - RESERVATIONS, EXCEPTIONS AND DEDICATIONS

SECTION 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Subdivision, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat is incorporated herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property depicted thereon or any part thereof, whether specifically referred to therein or not.

SECTION 2. All sales and conveyances of Lots by contract, deed or other conveyance and dedications of streets in the Subdivision shall be subject to the easements and rights-of-way as shown on the Subdivision Plat, and to any easements over, under, along or across such portion of each Lot, as may be reserved in each deed, as being appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines, drainage ditches or structures, and/or any equipment necessary for the performance of any public or quasi-public utility service and functioning, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such easements shall be for the general benefit of the Subdivision and the owners of the Properties and are hereby reserved and created in favor of any and all utility companies into and upon said property for the purposes aforesaid.

SECTION 3. Declarant reserves the right, in Declarant's sole judgment and discretion, to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions shall be reserved and created in favor of any and all utility companies into and upon said Lots for the purposes hereinabove set forth.

SECTION 4. Owners shall not plant trees, bushes or other vegetation which has the potential for roots or limbs to grow in or interfere with utility companies' underground or overhead facilities located within the streets or easements within the Subdivision. Damages to a utility company's facilities caused by the planting or maintaining of vegetation will be remedied at the expense of the Owner.

SECTION 5. Neither Declarant nor any utility company using the easements referred to herein shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, structures or buildings or other property situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by Declarant, the utility company or their assigns, agents, employees or servants.

SECTION 6. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or other parcel of land within the Properties by contract, deed or other conveyance shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant, any utility company or any easement owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said land or other portion of the Properties, or the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

SECTION 7. Declarant shall have the right (but shall never be obligated) to subdivide or re-subdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property in Deer Trail II, Section 1.

SECTION 8. Deer Trail II, Section 1 is part of a larger tract or block of land owned by Declarant. While Declarant may subdivide other portions of its property, or may subject the same to a declaration, Declarant shall have no obligation to do so, and if Declarant elects to do so, any subdivision plats or declaration executed by Declarant with respect to any of its property may be the same or similar or dissimilar to the Subdivision Plat covering Deer Trail II, Section 1, or any part thereof, or to this Declaration.

SECTION 9. MAINTENANCE OF DETENTION FACILITIES AND DRAINAGE AND DETENTION. The Association shall be responsible for maintaining all detention facilities and drainage and detention easements depicted on the Subdivision Plat or otherwise applicable to any and all sections of Deer Run II, and the Association may use so much of the maintenance fund as is required in order to maintain such facilities and easements. In the event the Association fails to maintain the detention facilities or drainage and detention easements, Montgomery County or the City of Conroe, as applicable, is authorized, but shall not be obligated, to maintain such facilities and easements, and for such purpose, to exercise the maintenance assessment authority provided for

herein, including enforcement of the maintenance lien securing payments of the maintenance charges.

ARTICLE IX - ENFORCEMENT

The restrictions herein set forth shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors and assigns, and all parties claiming through or under it or them, by the Association (and the Association is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof), and by any and all Owners, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided however, that neither Declarant nor any other person shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against the Property, or any part thereof, but such liens may be enforced against any and all property covered thereby subject, nevertheless, to the restrictions, covenants and conditions mentioned herein.

In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceeding at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted, and against the property to enforce any lien created by this Declaration. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. The Owner of any Lot or Lots affected shall have the right to either prevent a breach of any restriction, covenant or condition, or to enforce the performance of same. Failure by the Association or any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof.

Fines for Violations. In addition to the other remedies and rights of enforcement provided for herein, the Association may assess fines for violations of the restrictive covenants contained in this Declaration, other than non-payment or delinquency in assessments, in amounts to be set by the Board of Directors of the Association, which fines shall be secured by the continuing assessment lien set out in this Declaration. Such fines shall be recoverable in the same manner as the maintenance charge; provided however, the Association may not foreclose the Association's lien if the debt secured by the lien consists solely of fines assessed by the Association or attorney's fees incurred by the Association solely associated with fines assessed by the Association.

ARTICLE X - ANNEXATION OF ADDITIONAL PROPERTY

The Annexable Area, or portions thereof, as well as other lands adjacent thereto may hereafter be brought within the jurisdiction of the Association by Declarant at Declarant's option and discretion; provided however, no such annexation of such Annexable Area shall be inferred or

implied from any provision herein. The Owners of Lots in each existing or future section of DEER TRAIL II so brought within the Association's jurisdiction, as well as all other owners of lands made subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Area that may become subject to the jurisdiction of the Association as a result thereof, and the facilities thereon, and shall be entitled to the use and benefit of the Deer Trail II Maintenance Fund, provided that each future section of DEER TRAIL II must be impressed with and subject to the annual maintenance charge and assessment imposed hereby on a uniform, per lot basis equivalent to the maintenance charge imposed hereby, and further, such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Such additional stages of development may be subjected to the jurisdiction of the Association by Declarant without approval by the membership of the Association.

ARTICLE XI - GENERAL PROVISIONS.

SECTION 1. DURATION. This Declaration shall remain in full force and effect until December 31, 2039, and thereafter shall, as then in force, be extended automatically and without further notice, and without limitation, for successive periods of ten (10) years each, unless modified or terminated in the manner hereinafter set forth.

SECTION 2. AMENDMENT, MODIFICATION OR TERMINATION. This Declaration may be amended or modified at any time during the Developer Control Period by the Class B Member without the vote, joinder or consent of any Owners or other Members of the Association. After the expiration of the Developer Control Period, this Declaration may be amended or modified at any time in any particular or terminated in its entirety only by a vote of sixty-seven percent (67%) of the total votes allocated to Owners in the Association.

SECTION 3. AMENDMENT TO CORRECT CERTAIN ERRORS IN DECLARATION. Additionally, Declarant reserves the right, at all times, without the joinder or any Owner, Member and other person owning an interest in any of the property within the Subdivision, to amend this Declaration for the purpose of correcting any inadvertent errors in form, grammar or other ministerial or scrivener's errors or for clarifying any ambiguities herein. Declarant also reserves the right, without the joinder of any Owner or any Member or other person owning an interest in any of the property within the Subdivision, to amend this Declaration, in form or substance, for the purpose of complying with or satisfying FHA or VA requirements or regulations for FHA or VA insured loans in the Subdivision.

SECTION 4. SECURITY. NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTIES. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR

DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNATED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND EACH TENANT, GUEST, INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND TO THE CONTENTS OF DWELLINGS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES. DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

SECTION 5. NOTICES. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

SECTION 6. SEVERABILITY. Invalidation of one or more of the covenants, conditions, reservations, or restrictions herein contained by judgment or court order or otherwise shall in no way affect any of the other covenants, conditions, dedications, reservations or restrictions, which shall continue and remain in full force and effect.

SECTION 7. GOOD-FAITH LENDERS CLAUSE. Any violation of these restrictions shall not affect any lien or deed of trust of record held in good faith upon any Lot or any part thereof, which liens may be enforced in due course, subject to the covenants, conditions, dedications, reservations and restrictions contained herein.

SECTION 8. GENDER AND GRAMMAR. The singular whenever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 9. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 10. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights and obligations may be transferred to the surviving or consolidated association, or

alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, and restrictions established by this Declaration, together with the covenant, conditions, and restrictions applicable to the properties of the other association, as one scheme. However, such merger or consolidation shall not affect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the assent of the Members representing sixty-seven percent (67%) of the total votes of the Members of the Association or with the consent of Declarant.

SECTION 11. DISSOLUTION. The Association may be dissolved only by a vote of sixty-seven percent (67%) of the total votes allocated to Owners in the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for conveyances to an appropriate public or governmental agency of Montgomery County, Texas. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes.

SECTION 12. RIGHT OF ENTRY; ENFORCEMENT BY SELF-HELP. During reasonable hours subject to reasonable security requirements, the Association and its authorized agents and representatives shall have the right, in addition to and not in limitation of all of the rights it may have under this Declaration, to enter upon any Lot, including any improvements located thereon, for emergency, security, maintenance, repair or safety purposes, which right may be exercised by the Associations' Board of Directors, officers, agents, employees, managers and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in any emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or occupant of a Lot. Authorized personnel of the Association performing outside lawn and landscape maintenance shall also have such right of entry. Any such entry shall constitute an authorized entry and neither the Declarant, the Association, nor their agents and representatives shall be deemed guilty of trespass by reason thereof. In addition to any other remedies provided herein, the Association or its duly authorized agent shall have the power to enter upon any Lot to abate or remove, using such force as is reasonably necessary, any improvement that is made to the Lot, other structures, thing or condition that violates this Declaration, or any use restrictions. Unless an emergency situation exists, such self-help shall be preceded by written notice. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments. All such entries shall be made with as little inconvenience to the Owner as is practicable in the judgment of the Association and any damages caused thereby (as distinguished from repairs with respect to which the Association is entitled to an assessment and lien to be reimbursed) shall be borne by the Association.

SECTION 13. COMPLIANCE WITH APPLICABLE LAW. Notwithstanding any provision to the contrary contained in this Declaration, the Association's collection of maintenance assessments and enforcement of the covenants and restrictions set out in this Declaration shall be pursuant to and in accordance with the relevant provisions of the Texas Property Code and other applicable law and nothing herein shall be construed as authorizing any enforcement procedures or

other action by the Association in contravention of any such Property Code provisions or other applicable law.


IN WITNESS WHEREOF, the Declarant has executed this Declaration this the 14th day of December, 2014.

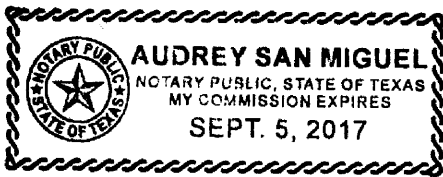

DUANE T. CORLEY, TRUSTEE

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this the 16th day of December, 2014, by DUANE T. CORLEY, TRUSTEE.


Notary Public, State of Texas



AFTER RECORDING RETURN TO:
Duane T. Corley, Trustee
208 West Davis Street
Conroe, Texas 77301

FILED FOR RECORD

12/23/2014 3:33PM

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.

12/23/2014



Mark Tumbull

County Clerk
Montgomery County, Texas

**Current Unaudited Financial Documents
Deer Trail Two Community Association**

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

Community Association of Deer Trail Two

Balance Sheet For 10/31/2025

Assets		
1000 - CIT Checking	\$201,068.25	
1001 - CAB CD 648 1/8/26 4.15%	\$27,458.57	
Total Assets		\$228,526.82
Receivables & Deposits		
1028 - Accounts Receivable	\$47,031.25	
Total Receivables & Deposits		\$47,031.25
	Total Assets	\$275,558.07

Liabilities		
2003 - Accounts Payable	\$361.28	
2005 - Prepaid Assessments	\$5,956.60	
2008 - Transfer/Processing Fee IMC	\$70.00	
Total Liabilities		\$6,387.88
Equity		
3000 - Retained Earnings	\$59,421.29	
3001 - Opening Balance Equity	\$114,360.05	
Total Equity		\$173,781.34
Expenses		
6000 - Net Income	\$95,388.85	
Total Expenses		\$95,388.85
	Total Liabilities / Equity	\$275,558.07

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

Community Association of Deer Trail Two

Statement of Revenues and Expenses 10/1/2025 - 10/31/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
4000 - Maintenance Fees	-	-	-	101,460.00	-	101,460.00	-
4099 - Bank Fees	-	-	-	85.00	-	85.00	-
4101 - Interest	403.60	-	403.60	1,684.46	-	1,684.46	-
4102 - ACC Application Fee	-	-	-	(50.00)	-	(50.00)	-
4104 - Return Check Income	-	-	-	(15.00)	-	(15.00)	-
4108 - Transfer Fees	250.00	-	250.00	1,250.00	-	1,250.00	-
4115 - Bank Interest	8.51	-	8.51	31.63	-	31.63	-
4129 - Small Claims Recover	595.34	-	595.34	2,387.45	-	2,387.45	-
Total Income	1,257.45	-	1,257.45	106,833.54	-	106,833.54	-
Total Income	1,257.45	-	1,257.45	106,833.54	-	106,833.54	-
Operating Expense							
Expenses							
5000 - Landscaping Contract	-	-	-	4,750.00	-	(4,750.00)	-
5100 - Electric	34.20	-	(34.20)	136.80	-	(136.80)	-
5200 - Management Fee	1,347.86	-	(1,347.86)	4,371.44	-	(4,371.44)	-
5201 - Postage/Printing/Supplies	-	-	-	460.60	-	(460.60)	-
5205 - Bank Fees	-	-	-	40.00	-	(40.00)	-
5300 - Legal-Collections	595.34	-	(595.34)	2,714.08	-	(2,714.08)	-
5307 - Accounting	350.00	-	(350.00)	350.00	-	(350.00)	-
5401 - General Liability	-	-	-	(1,000.00)	-	1,000.00	-
Total Expenses	2,327.40	-	(2,327.40)	11,822.92	-	(11,822.92)	-
Total Expense	2,327.40	-	(2,327.40)	11,822.92	-	(11,822.92)	-
Operating Net Total	(1,069.95)	-	(1,069.95)	95,010.62	-	95,010.62	-

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

Community Association of Deer Trail Two

Statement of Revenues and Expenses 10/1/2025 - 10/31/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Income							
Income							
4115 - Bank Interest	93.49	-	93.49	378.23	-	378.23	-
Total Income	93.49	-	93.49	378.23	-	378.23	-
Total Income	93.49	-	93.49	378.23	-	378.23	-
Reserve Net Total	93.49	-	93.49	378.23	-	378.23	-
Net Total	(976.46)	-	(976.46)	95,388.85	-	95,388.85	-

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

Community Association of Deer Trail Two

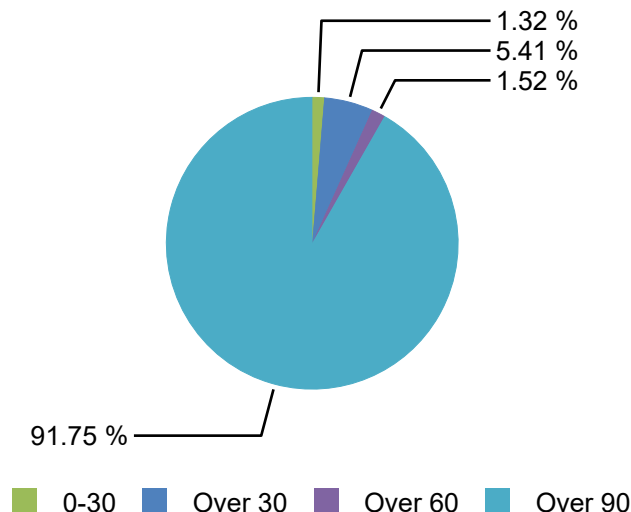
AR Aging - 10/31/2025

SUMMARY

Charge	Balance
ACC Application Fee 2023 (1)	\$25.00
Annual Maintenance Fee 2022 (2)	\$370.00
Annual Maintenance Fee 2023 (9)	\$1,768.88
Annual Maintenance Fee 2024 (18)	\$5,041.54
Annual Maintenance Fee 2025 (72)	\$19,534.97
ARC Processing fee IMC 2025 (1)	\$25.00
Late Interest 2022 (7)	\$148.30
Late Interest 2023 (13)	\$582.08
Late Interest 2024 (23)	\$1,243.58
Late Interest 2025 (77)	\$2,101.27
Legal Collections Billable 2023 (1)	\$1.54
Legal Collections Billable 2024 (7)	\$3,774.72
Legal Collections Billable 2025 (5)	\$12,246.83
Payment Plan Fee IMC 2025 (4)	\$140.00
Transfer Fee 2024 (4)	\$27.54

Total \$47,031.25

DISTRIBUTION



Property	0-30	Over 30	Over 60	Over 90	Balance
DTP217259 - 9134 Silver Back Trail - Cortez Garcia					
Coll Status: Payment Plan Coll Attorney: Porter Law Firm	\$124.00	\$141.65	\$11.65	\$6,909.61	\$7,186.91
Annual Maintenance Fee 2023	-	-	-	\$206.94	\$206.94
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2022	-	-	-	\$21.40	\$21.40
Late Interest 2023	-	-	-	\$72.71	\$72.71
Late Interest 2024	-	-	-	\$124.00	\$124.00
Late Interest 2025	-	\$11.65	\$11.65	\$101.46	\$124.76
Legal Collections Billable 2024	-	-	-	\$1,270.00	\$1,270.00
Legal Collections Billable 2025	\$89.00	\$130.00	-	\$4,543.10	\$4,762.10
Payment Plan Fee IMC 2025	\$35.00	-	-	-	\$35.00
DTP217091 - 4538 Coues Deer Lane - Hernandez					
Coll Status: Payment Plan Coll Attorney: Porter Law Firm	\$255.60	\$1,790.93	\$16.90	\$2,843.53	\$4,906.96
Annual Maintenance Fee 2023	-	-	-	\$271.80	\$271.80
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2022	-	-	-	\$20.40	\$20.40
Late Interest 2023	-	-	-	\$70.31	\$70.31
Late Interest 2024	-	-	-	\$121.60	\$121.60
Late Interest 2025	-	\$12.63	\$16.90	\$105.31	\$134.84
Legal Collections Billable 2024	-	-	-	\$880.00	\$880.00
Legal Collections Billable 2025	\$220.60	\$1,778.30	-	\$804.11	\$2,803.01
Payment Plan Fee IMC 2025	\$35.00	-	-	-	\$35.00

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

Community Association of Deer Trail Two

AR Aging - 10/31/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
DTP217392 - 9155 White Tail Drive - Stewart					
Coll Status: With Attorney Coll Attorney: Porter Law Firm	\$89.00	\$105.60	\$85.48	\$4,167.72	\$4,447.80
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
Legal Collections Billable 2024	-	-	-	\$524.40	\$524.40
Legal Collections Billable 2025	\$89.00	\$101.32	\$81.20	\$3,354.04	\$3,625.56
DTP217358 - 9110 Wapiti Trail - Hiracheta					
Coll Status: Account Review Coll Attorney: Porter Law Firm	-	\$17.10	\$17.10	\$1,465.02	\$1,499.22
Annual Maintenance Fee 2022	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2023	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2022	-	-	-	\$21.40	\$21.40
Late Interest 2023	-	-	-	\$72.71	\$72.71
Late Interest 2024	-	-	-	\$124.00	\$124.00
Late Interest 2025	-	\$17.10	\$17.10	\$106.91	\$141.11
DTP217365 - 9226 Silver Back Trail - Breland					
Coll Status: Payment Plan - Follow Up Coll Attorney: Porter Law Firm	-	\$12.83	\$12.83	\$1,357.92	\$1,383.58
Annual Maintenance Fee 2023	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2022	-	-	-	\$21.40	\$21.40
Late Interest 2023	-	-	-	\$72.71	\$72.71
Late Interest 2024	-	-	-	\$124.00	\$124.00
Late Interest 2025	-	\$12.83	\$12.83	\$89.81	\$115.47
Legal Collections Billable 2024	-	-	-	\$160.00	\$160.00
Payment Plan Fee IMC 2025	-	-	-	\$35.00	\$35.00
DTP217382 - 9147 Fallow Deer Drive - Ferguson					
Coll Status: With Attorney Coll Attorney: Porter Law Firm	\$112.79	\$104.28	\$186.68	\$873.97	\$1,277.72
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
Legal Collections Billable 2024	-	-	-	\$383.49	\$383.49
Legal Collections Billable 2025	\$112.79	\$100.00	\$182.40	\$201.20	\$596.39
DTP217067 - 9159 Fallow Deer Drive - Scott					
Coll Status: Payment Plan	-	-	-	\$1,109.57	\$1,109.57
Annual Maintenance Fee 2022	-	-	-	\$85.00	\$85.00
Annual Maintenance Fee 2023	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2022	-	-	-	\$21.40	\$21.40
Late Interest 2023	-	-	-	\$72.71	\$72.71
Late Interest 2024	-	-	-	\$75.46	\$75.46
DTP240342 - 9119 Wapiti Trail - Clayton					
Coll Status: Account Review	-	\$12.83	\$12.83	\$1,021.79	\$1,047.45
Annual Maintenance Fee 2023	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2023	-	-	-	\$21.40	\$21.40
Late Interest 2024	-	-	-	\$72.71	\$72.71
Late Interest 2025	-	\$12.83	\$12.83	\$72.68	\$98.34

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

(*** indicates previous owners)

Community Association of Deer Trail Two

AR Aging - 10/31/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
DTP217272 - 9139 Silver Back Trail - Minnick					
Coll Status: Account Review Coll Attorney: Porter Law Firm	-	\$8.67	\$8.67	\$873.51	\$890.85
Annual Maintenance Fee 2023	-	-	-	\$8.00	\$8.00
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2022	-	-	-	\$21.40	\$21.40
Late Interest 2023	-	-	-	\$72.71	\$72.71
Late Interest 2024	-	-	-	\$124.00	\$124.00
Late Interest 2025	-	\$8.67	\$8.67	\$77.40	\$94.74
DTP217258 - 9114 Fallow Deer Drive - Didier					
Coll Status: Account Review	-	\$9.83	\$9.83	\$799.29	\$818.95
Annual Maintenance Fee 2023	-	-	-	\$85.00	\$85.00
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2023	-	-	-	\$21.40	\$21.40
Late Interest 2024	-	-	-	\$71.21	\$71.21
Late Interest 2025	-	\$9.83	\$9.83	\$51.68	\$71.34
DTP217587 - 9186 Wapiti Trail - Duron					
Coll Status: Account Review	-	\$9.41	\$9.41	\$708.43	\$727.25
Annual Maintenance Fee 2023	-	-	-	\$57.14	\$57.14
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2023	-	-	-	\$4.30	\$4.30
Late Interest 2024	-	-	-	\$31.67	\$31.67
Late Interest 2025	-	\$9.41	\$9.41	\$45.32	\$64.14
DTP255422 - 9205 Sierra Del Carmen - Melton					
Coll Status: Account Review	-	\$8.55	\$8.55	\$654.91	\$672.01
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2024	-	-	-	\$21.40	\$21.40
Late Interest 2025	-	\$8.55	\$8.55	\$38.51	\$55.61
ACC Application Fee 2023	-	-	-	\$25.00	\$25.00
DTP217291 - 4599 Axis Trail - Hernandez					
Coll Status: Account Review	-	\$8.03	\$8.03	\$648.99	\$665.05
Annual Maintenance Fee 2024	-	-	-	\$250.00	\$250.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2023	-	-	-	\$21.40	\$21.40
Late Interest 2024	-	-	-	\$58.31	\$58.31
Late Interest 2025	-	\$8.03	\$8.03	\$34.28	\$50.34
DTP217449 - 9143 Wapiti Trail - Rivera					
Coll Status: Account Review	-	\$7.75	\$7.75	\$632.53	\$648.03
Annual Maintenance Fee 2024	-	-	-	\$231.54	\$231.54
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2023	-	-	-	\$21.40	\$21.40
Late Interest 2024	-	-	-	\$62.55	\$62.55
Late Interest 2025	-	\$7.75	\$7.75	\$32.04	\$47.54

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

(*** indicates previous owners)

Community Association of Deer Trail Two

AR Aging - 10/31/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
DTP217208 - 4531 Axis Trail - Smith					
Coll Status: Account Review	-	\$8.55	\$8.55	\$629.91	\$647.01
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2024	-	-	-	\$21.40	\$21.40
Late Interest 2025	-	\$8.55	\$8.55	\$38.51	\$55.61
DTP260790 - 4523 Axis Trail - Bell					
Coll Status: Account Review	-	\$8.55	\$8.55	\$629.91	\$647.01
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2024	-	-	-	\$21.40	\$21.40
Late Interest 2025	-	\$8.55	\$8.55	\$38.51	\$55.61
DTP217490 - 4635 Axis Trail - Reece					
Coll Status: Account Review	-	\$8.55	\$8.55	\$629.91	\$647.01
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2024	-	-	-	\$21.40	\$21.40
Late Interest 2025	-	\$8.55	\$8.55	\$38.51	\$55.61
DTP217559 - 4626 Axis Trail - Barnes					
Coll Status: Account Review	-	\$8.55	\$8.55	\$629.91	\$647.01
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2024	-	-	-	\$21.40	\$21.40
Late Interest 2025	-	\$8.55	\$8.55	\$38.51	\$55.61
DTP217459 - 9147 Wapiti Trail - Rivas					
Coll Status: Account Review	-	\$8.55	\$8.55	\$629.91	\$647.01
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2024	-	-	-	\$21.40	\$21.40
Late Interest 2025	-	\$8.55	\$8.55	\$38.51	\$55.61
DTP242640 - 9115 Wapiti Trail - CNR Holdings LLC					
Coll Status: Account Review	-	\$8.55	\$8.55	\$625.63	\$642.73
Annual Maintenance Fee 2024	-	-	-	\$285.00	\$285.00
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2024	-	-	-	\$21.40	\$21.40
Late Interest 2025	-	\$8.55	\$8.55	\$34.23	\$51.33
DTP217566 - 9176 Wapiti Trail - McShan					
Coll Status: With Attorney	-	\$2.64	\$2.64	\$581.20	\$586.48
Annual Maintenance Fee 2025	-	-	-	\$175.82	\$175.82
Late Interest 2025	-	\$2.64	\$2.64	\$2.64	\$7.92
Legal Collections Billable 2023	-	-	-	\$1.54	\$1.54
Legal Collections Billable 2024	-	-	-	\$401.20	\$401.20
DTP217507 - 9267 Silver Back Trail - Blanchard					
Coll Status: With Attorney Coll Attorney: Porter Law Firm	\$40.00	\$40.00	\$40.00	\$339.77	\$459.77
Legal Collections Billable 2025	\$40.00	\$40.00	\$40.00	\$339.77	\$459.77
DTP217359 - 9166 Silver Back Trail - Dobson					
Coll Status: With Attorney Coll Attorney: Porter Law Firm	-	\$4.28	\$4.28	\$444.91	\$453.47
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
Legal Collections Billable 2024	-	-	-	\$155.63	\$155.63

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

Community Association of Deer Trail Two

AR Aging - 10/31/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
DTP217386 - 9126 White Tail Drive - Moreland					
Coll Status: Account Review	-	\$3.13	\$3.13	\$348.65	\$354.91
Annual Maintenance Fee 2025	-	-	-	\$208.60	\$208.60
Late Interest 2022	-	-	-	\$20.90	\$20.90
Late Interest 2023	-	-	-	\$49.76	\$49.76
Late Interest 2024	-	-	-	\$44.35	\$44.35
Late Interest 2025	-	\$3.13	\$3.13	\$25.04	\$31.30
DTP245851 - 9243 White Tail Drive - Zavala					
Coll Status: Account Review	-	\$4.05	\$4.05	\$325.41	\$333.51
Annual Maintenance Fee 2025	-	-	-	\$270.00	\$270.00
Late Interest 2024	-	-	-	\$21.40	\$21.40
Late Interest 2025	-	\$4.05	\$4.05	\$34.01	\$42.11
DTP217323 - 9135 Fallow Deer Drive - Aberica					
Coll Status: Account Review	-	\$4.28	\$4.28	\$314.28	\$322.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
ARC Processing fee IMC 2025	-	-	-	\$25.00	\$25.00
DTP241546 - 9131 Sierra Del Carmen - Beaird					
Coll Status: Account Review	-	\$4.28	\$4.28	\$310.68	\$319.24
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2024	-	-	-	\$12.84	\$12.84
Late Interest 2025	-	\$4.28	\$4.28	\$12.84	\$21.40
DTP217301 - 9151 Silver Back Trail - Runey					
Coll Status: Account Review	-	\$4.28	\$4.28	\$293.56	\$302.12
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2024	-	-	-	\$4.28	\$4.28
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217224 - 4539 Axis Trail - Welborn					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217514 - 4647 Axis Trail - Stewart					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217457 - 4632 Axis Trail - Rogers					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217312 - 4611 Axis Trail - Pamphile					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP247017 - 4639 Axis Trail - Case					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

Community Association of Deer Trail Two

AR Aging - 10/31/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
DTP217410 - 4650 Axis Trail - Barchus					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217364 - 4554 Coues Deer Lane - Ross, III					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217011 - 4502 Coues Deer Lane - Guy					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP246048 - 4551 Coues Deer Lane - Lanoce					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217088 - 4535 Coues Deer Lane - Luna					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217163 - 4558 Coues Deer Lane - Engel					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217263 - 9115 Fallow Deer Drive - Bariteau					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217273 - 9150 Sierra Del Carmen - Tye					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP246853 - 9167 Sierra Del Carmen - Gray					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217070 - 9171 Sierra Del Carmen - Baskins					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217260 - 9186 Silver Back Trail - Meekins					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217385 - 9231 Silver Back Trail - Strahan					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

Community Association of Deer Trail Two

AR Aging - 10/31/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
DTP217349 - 9223 Silver Back Trail - Stringfellow					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217373 - 9227 Silver Back Trail - Zabarsky					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217289 - 9197 Silver Back Trail - Jones					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217493 - 9155 Wapiti Trail - Banja					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP261115 - 9128 Wapiti Trail - Batla Jr					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217644 - 9102 Wapiti Trail - Cagle					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP248315 - 9152 Wapiti Trail - Bien					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217367 - 9114 Wapiti Trail - White					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217501 - 9159 Wapiti Trail - Reno, II					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217343 - 9217 Wapiti Trail - Bayne, Jr.					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217527 - 9164 Wapiti Trail - Garcia					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217536 - 9167 Wapiti Trail - Garcia Jr					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

Community Association of Deer Trail Two

AR Aging - 10/31/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
DTP217371 - 9226 Wapiti Trail - Hernandez Sr					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217602 - 9190 Wapiti Trail - Barnett					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217357 - 9171 Wapiti Trail - Lavespere					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217618 - 9195 Wapiti Trail - Merrill					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217518 - 9163 Wapiti Trail - Allen					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217611 - 9139 White Tail Drive - Sowell					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP244994 - 9142 White Tail Drive - Delgado					
Coll Status: Account Review	-	\$4.28	\$4.28	\$289.28	\$297.84
Annual Maintenance Fee 2025	-	-	-	\$285.00	\$285.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217062 - 9158 Fallow Deer Drive - Gallardo					
Coll Status: Account Review	-	\$3.98	\$3.98	\$269.57	\$277.53
Annual Maintenance Fee 2025	-	-	-	\$265.59	\$265.59
Late Interest 2025	-	\$3.98	\$3.98	\$3.98	\$11.94
DTP217233 - 9126 Silver Back Trail - Gill					
Coll Status: Account Review	-	\$3.90	\$3.90	\$263.90	\$271.70
Annual Maintenance Fee 2025	-	-	-	\$260.00	\$260.00
Late Interest 2025	-	\$3.90	\$3.90	\$3.90	\$11.70
DTP217207 - 9122 Silver Back Trail - Hernandez					
Coll Status: Account Review	-	\$3.53	\$4.28	\$239.28	\$247.09
Annual Maintenance Fee 2025	-	-	-	\$235.00	\$235.00
Late Interest 2025	-	\$3.53	\$4.28	\$4.28	\$12.09
DTP217117 - 9171 Fallow Deer Drive - Davis					
Coll Status: Payment Plan - Follow Up Coll Attorney: IMC	-	\$4.45	\$6.70	\$229.12	\$240.27
Annual Maintenance Fee 2025	-	-	-	\$146.48	\$146.48
Late Interest 2024	-	-	-	\$21.40	\$21.40
Late Interest 2025	-	\$4.45	\$6.70	\$26.24	\$37.39
Payment Plan Fee IMC 2025	-	-	-	\$35.00	\$35.00
DTP217069 - 4530 Coues Deer Lane - McDaniel					
Coll Status: Account Review	-	\$3.53	\$4.28	\$209.28	\$217.09
Annual Maintenance Fee 2025	-	-	-	\$205.00	\$205.00
Late Interest 2025	-	\$3.53	\$4.28	\$4.28	\$12.09

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

(*** indicates previous owners)

Community Association of Deer Trail Two

AR Aging - 10/31/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
DTP217451 - 9143 White Tail Drive - Rios					
Coll Status: Account Review	-	\$3.38	\$3.83	\$199.28	\$206.49
Annual Maintenance Fee 2025	-	-	-	\$195.00	\$195.00
Late Interest 2025	-	\$3.38	\$3.83	\$4.28	\$11.49
DTP217119 - 9190 Sierra Del Carmen - Sonnier	-	\$4.28	\$4.28	\$189.28	\$197.84
Annual Maintenance Fee 2025	-	-	-	\$185.00	\$185.00
Late Interest 2025	-	\$4.28	\$4.28	\$4.28	\$12.84
DTP217040 - 4518 Coues Deer Lane - Langolf					
Coll Status: Account Review	-	\$2.77	\$2.77	\$187.26	\$192.80
Annual Maintenance Fee 2025	-	-	-	\$184.49	\$184.49
Late Interest 2025	-	\$2.77	\$2.77	\$2.77	\$8.31
DTP217297 - 9202 Silver Back Trail - Ferro					
Coll Status: With Attorney Coll Attorney: Porter Law Firm	-	\$1.56	\$1.56	\$105.55	\$108.67
Annual Maintenance Fee 2025	-	-	-	\$103.99	\$103.99
Late Interest 2025	-	\$1.56	\$1.56	\$1.56	\$4.68
DTP217453 - *** 9144 Wapiti Trail - Bailey					
Coll Status: Account Review	-	-	-	\$10.43	\$10.43
Transfer Fee 2024	-	-	-	\$10.43	\$10.43
DTP217428 - *** 9243 Silver Back Trail - Smith					
Coll Status: Account Review	-	-	-	\$8.56	\$8.56
Late Interest 2023	-	-	-	\$8.56	\$8.56
DTP217337 - *** 9211 Wapiti Trail - Nolfi					
Coll Status: Account Review	-	-	-	\$8.55	\$8.55
Transfer Fee 2024	-	-	-	\$8.55	\$8.55
DTP255516 - *** 4595 Axis Trail - Solorzano					
	-	-	-	\$4.28	\$4.28
Transfer Fee 2024	-	-	-	\$4.28	\$4.28
DTP256661 - 4567 Axis Trail - Drawhorn					
	-	-	-	\$4.28	\$4.28
Late Interest 2025	-	-	-	\$4.28	\$4.28
DTP217058 - 4526 Coues Deer Lane - Visoso, Jr.					
	-	\$4.28	-	-	\$4.28
Late Interest 2025	-	\$4.28	-	-	\$4.28
DTP217042 - 9146 Fallow Deer Drive - Oberman					
	-	-	-	\$4.28	\$4.28
Late Interest 2025	-	-	-	\$4.28	\$4.28
DTP217159 - *** 9110 Sierra Del Carmen - Mackert, II					
Coll Status: Account Review	-	-	-	\$4.28	\$4.28
Transfer Fee 2024	-	-	-	\$4.28	\$4.28
DTP217346 - 9295 Silver Back Trail - Koolman					
	-	-	\$4.28	-	\$4.28
Late Interest 2025	-	-	\$4.28	-	\$4.28
DTP217636 - 9202 Wapiti Trail - Emmons					
	-	-	\$4.28	-	\$4.28
Late Interest 2025	-	-	\$4.28	-	\$4.28
DTP217187 - 9119 Sierra Del Carmen - Peek					
	-	-	\$0.56	-	\$0.56
Late Interest 2025	-	-	\$0.56	-	\$0.56

Total: \$621.39 \$2,545.44 \$712.73 \$43,151.69 \$47,031.25

Property Count: 5 73 75 80

(*** indicates previous owners)

Order: VYG7L2899

Address: 4515 Coues Deer Ln

Order Date: 02-18-2026

Document not for resale

HomeWiseDocs

Community Association of Deer Trail Two

Pre Paid Homeowners For 10/31/2025

Account	Property	Owner Name	Credit Amount
***DTP217250	9183 Silver Back Trail	Paul Davis	3,554.96
DTP217197	9124 Sierra Del Carmen	Jesse Bullinger	636.83
DTP217472	9151 Wapiti Trail	Ronald B Reedy	285.00
DTP273314	9184 White Tail Drive	Garrett Ogrodowicz	250.00
DTP217641	9147 White Tail Drive	Amanda Kuhn	195.00
DTP217018	4506 Coues Deer Lane	Johathan Eldridge	181.00
DTP217452	9250 Silver Back Trail	Amanda Brown	120.00
DTP217355	9222 Wapiti Trail	Alan Rivas	82.54
DTP217209	9130 Sierra Del Carmen	Terry Brown	80.00
DTP217134	4550 Coues Deer Lane	Deanna Clavell	79.40
DTP217609	9194 Wapiti Trail	Nicholas A Hughes	72.25
DTP217195	4519 Axis Trail	Mathew D Rey	60.00
DTP217473	9167 Fallow Deer Drive	Claudina Garcia	60.00
***DTP217387	9119 Wapiti Trail	Irving J Torres	58.19
DTP217506	4643 Axis Trail	Billy W McPike	50.00
DTP217182	9118 Sierra Del Carmen	Isaiah V Martinez	50.00
DTP217307	4608 Axis Trail	Daniel Giles	38.87
DTP257292	9163 White Tail Drive	Jonathan Heggie	25.00
DTP217542	9227 White Tail Drive	Garland Fredregill	25.00
DTP217401	9138 White Tail Drive	Joshua W Melonson	24.17
***DTP217591	9123 White Tail Drive	Jeromy Tattrie	19.10
DTP217256	4575 Axis Trail	Andrew J Young, III	4.28
DTP217327	9279 Silver Back Trail	Laurence Shiller	4.28
DTP217036	9143 Fallow Deer Drive	Tommy L Sullivan	.72
***DTP217144	9179 Fallow Deer Drive	Alonso Reyna	.01
Total			5,956.60

(*** indicates previous owners)

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

Community Association of Deer Trail Two

Bank Account Reconciliation for Period 10/31/2025

Reconciliation Summary

Bank Account	Bank Bal.	Uncleared Items	Adj. Balance	Book Balance	Status
CAB Checking 4927	201,418.25	-350.00	201,068.25	201,068.25	Balanced
CAB CD 648 1/8/26 4.15%	27,458.57	0.00	27,458.57	27,458.57	Balanced

Unreconciled Items

Date	Description	Check No	Amount
CAB Checking 4927			
10/30/2025	Robert VanWassehnova	363	-350.00
Total CAB Checking 4927			-350.00

Reconciled Items

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

Community Association of Deer Trail Two

Bank Account Reconciliation for Period 10/31/2025

Date	Description	Check No	Amount
CAB Checking 4927			
10/1/2025	Lockbox Deposit - First Citizens Bank (FCB)		368.56
10/3/2025	One time payment - Account Number: DTP217119	9950	100.00
10/3/2025	Lockbox Deposit - First Citizens Bank (FCB)		35.00
10/6/2025	Lockbox Deposit - First Citizens Bank (FCB)		317.84
10/9/2025	One time payment - Account Number: DTP271316	1002	100.00
10/9/2025	Lockbox Deposit - First Citizens Bank (FCB)		30.00
10/10/2025	One time payment - Account Number: DTP217196	5931	245.59
10/10/2025	Lockbox Deposit - First Citizens Bank (FCB)		30.00
10/11/2025	One time payment - Account Number: DTP217318	4912	297.84
10/15/2025	Lockbox Deposit - First Citizens Bank (FCB)		70.00
10/16/2025	One time payment - Account Number: DTP273314	3567	250.00
10/16/2025	Acct: DTP217507 Check #141		185.00
10/16/2025	Acct: DTP217307 Check #4822		577.82
10/16/2025	One time payment - Account Number: DTP217117	5730	150.00
10/16/2025	Lockbox Deposit - First Citizens Bank (FCB)		564.25
10/20/2025	Lockbox Deposit - First Citizens Bank (FCB)		60.00
10/22/2025	Lockbox Deposit - First Citizens Bank (FCB)		25.00
10/24/2025	Lockbox Deposit - First Citizens Bank (FCB)		23.75
10/28/2025	Lockbox Deposit - First Citizens Bank (FCB)		15.00
10/30/2025	Lockbox Deposit - First Citizens Bank (FCB)		20.00
10/31/2025	October Interest		8.51
10/31/2025	Lockbox Deposit - First Citizens Bank (FCB)		25.00
10/1/2025	IMC	ACH	-1,007.86
10/2/2025	IMC	ACH	-230.00
10/9/2025	Porter Law Firm	ACH	-595.34
10/30/2025	IMC	ACH	-340.00
10/30/2025	Sam Houston Elect		-34.20
Total CAB Checking 4927			1,291.76

CAB CD 648 1/8/26 4.15%

10/8/2025	October Interest		93.49
Total CAB CD 648 1/8/26 4.15%			93.49

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

Community Association of Deer Trail Two

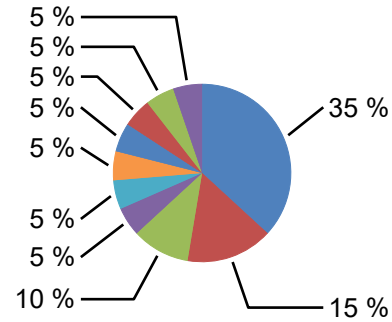
Violation Report - Detail for 10/1/2025 - 10/31/2025

SUMMARY

209 IMC w/cure	5
Architectural - No ACC Approval	1
Landscaping - Dead Tree(s)	3
Signs - General	1
Closed	4
Landscaping - Mowing	1
Parking - Trailer	1
Vehicle Parking - RV	2
First Notice	11
Landscaping - Dead Tree(s)	4
Landscaping - General Yard Maintenance	1
Parking - Trailer	1
Unightly - General	1
Unightly - Landscaping Materials/Equipment	1
Vehicle Parking - Boat	1
Vehicle Parking - RV	1
Vehicles - RV	1

Total 20

TOP DISTRIBUTION BY TYPE



- Landscaping - Dead Tree(s)
- Vehicle Parking - RV
- Parking - Trailer
- Landscaping - General Yard Maintenance
- Vehicles - RV
- Unightly - General
- Landscaping - Mowing
- Unightly - Landscaping Materials/Equipment
- Signs - General
- Architectural - No ACC Approval

209 IMC w/cure (Total Count = 5)

9135 Fallow Deer Drive James Aberica XN: 3133392 Acct: DTP217323 8/14/2025 Inspection Team 2 10/22/2025 Inspection Team 2	209 IMC w/cure First Notice 209 IMC w/cure	Architectural - No ACC Approval - The fence on your property has not been approved.
9135 White Tail Drive Lori Summer Looper XN: 3133414 Acct: DTP217630 8/14/2025 Inspection Team 2 10/22/2025 Inspection Team 2	209 IMC w/cure First Notice 209 IMC w/cure	Landscaping - Dead Tree(s) - Please remove the dead tree on your property.
4595 Axis Trail AKGC Homes XN: 3133418 Acct: DTP262510 8/14/2025 Inspection Team 2 10/22/2025 Inspection Team 2	209 IMC w/cure First Notice 209 IMC w/cure	Signs - General - Please fix the broken sign.
9151 Silver Back Trail Mike P Runey XN: 3133591 Acct: DTP217301 8/14/2025 Inspection Team 2 10/22/2025 Inspection Team 2	209 IMC w/cure First Notice 209 IMC w/cure	Landscaping - Dead Tree(s) - Please remove the dead tree on your property.
4551 Coues Deer Lane Catherine Diane Lanoce XN: 3133594 Acct: DTP246048 8/14/2025 Inspection Team 2 10/22/2025 Inspection Team 2	209 IMC w/cure First Notice 209 IMC w/cure	Landscaping - Dead Tree(s) - Please remove the dead tree on your property.

Order: VYC7L2899
 Address: 4515 Coues Deer Ln
 Order Date: 02-18-2026
 Document not for resale
 HomeWiseDocs

Community Association of Deer Trail Two

Violation Report - Detail for 10/1/2025 - 10/31/2025

Closed (Total Count = 4)

9138 Wapiti Trail Thomas Lindsey XN: 3133599 Acct: DTP217436	Closed	Vehicle Parking - RV - Please park RV out of public view.
8/14/2025	Inspection Team 2	First Notice
10/22/2025	Inspection Team 2	Closed
4615 Axis Trail Kenneth R Alms XN: 3239815 Acct: DTP217404	Closed	Vehicle Parking - RV - Please park RV out of public view.
10/22/2025	Inspection Team 2	Closed
9110 Wapiti Trail Juan L Hiracheta XN: 3239797 Acct: DTP217358	Closed	Parking - Trailer
10/22/2025	Inspection Team 2	Closed
9115 Wapiti Trail CNR Holdings LLC XN: 3239798 Acct: DTP242640	Closed	Landscaping - Mowing - Please mow property and maintain in an attractive condition.
10/22/2025	Inspection Team 2	Closed

First Notice (Total Count = 11)

9126 Fallow Deer Drive William M Pollock XN: 3239812 Acct: DTP217300	First Notice	Unightly - Landscaping Materials/Equipment - Please remove or store the landscaping materials/equipment from public view.
10/22/2025	Inspection Team 2	First Notice
4627 Axis Trail Kristopher K Brown XN: 3239817 Acct: DTP217480	First Notice	Unightly - General - Please remove unsightly items from public view.
10/22/2025	Inspection Team 2	First Notice
4647 Axis Trail Kelly Stewart XN: 3378970 Acct: DTP217514	First Notice	Landscaping - General Yard Maintenance - Please complete the necessary lawn maintenance to adhere to the Community Governing Regulations.
10/22/2025	Inspection Team 2	First Notice
4639 Axis Trail Jennifer Case XN: 3378971 Acct: DTP247017	First Notice	Parking - Trailer
10/22/2025	Inspection Team 2	First Notice
9231 White Tail Drive Phillip Mignella 3rd XN: 3378973 Acct: DTP217554	First Notice	Vehicles - RV
10/22/2025	Inspection Team 2	First Notice

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

Community Association of Deer Trail Two

Violation Report - Detail for 10/1/2025 - 10/31/2025

9151 White Tail Drive Edwin R Caidera XN: 3379401 Acct: DTP252658	First Notice	Landscaping - Dead Tree(s) - Please remove the dead tree on your property.
10/22/2025 Inspection Team 2	First Notice	
4538 Coues Deer Lane Andrew Hernandez XN: 3379919 Acct: DTP217091	First Notice	Vehicle Parking - RV - Please park RV out of public view.
10/22/2025 Inspection Team 2	First Notice	
4555 Coues Deer Lane Michel Pieters XN: 3239800 Acct: DTP255993	First Notice	Landscaping - Dead Tree(s) - Please remove the dead tree on your property.
10/22/2025 Inspection Team 2	First Notice	
4575 Coues Deer Lane Anthony Scillo XN: 3380290 Acct: DTP240535	First Notice	Vehicle Parking - Boat - Please park boat out of public view.
10/22/2025 Inspection Team 2	First Notice	
9255 Silver Back Trail Robert Barrios XN: 3239805 Acct: DTP268767	First Notice	Landscaping - Dead Tree(s) - Please remove the dead tree on your property.
10/22/2025 Inspection Team 2	First Notice	
9134 Silver Back Trail Joseph Cortez Garcia XN: 3239808 Acct: DTP217259	First Notice	Landscaping - Dead Tree(s) - Please remove the dead tree on your property.
10/22/2025 Inspection Team 2	First Notice	



999-00000-000000

PO Box 64084
 Phoenix, AZ 85082
 866.800.4656 (toll free)

NAIC INVESTMENTS INC AGENT FOR
 COMMUNITY ASSOCIATION OF DEER TRAIL TWO
 OPERATING
 3500 W DAVIS ST STE 190
 CONROE TX 77304-1811

*******4927 - CAB INTEREST CHECKING**

Beginning Balance	\$200,126.49	Average Daily Balance	\$200,455.91
Total Deposits	\$3,490.65	Year-To-Date Interest Paid	\$66.67
Total Withdrawals	\$2,207.40	Days in Statement Period	31
Interest Paid	\$8.51	Annual Percentage Yield Earned	0.05%
Ending Balance	\$201,418.25		

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
10/01	LOCKBOX DEPOSIT	\$368.56
10/03	LOCKBOX DEPOSIT	\$35.00
10/06	LOCKBOX DEPOSIT	\$317.84
10/09	VANTACA - PAYOUT TRANSFER COMMUNITY ASSOCIATION ST-Q2S9U3P0D6A2	\$100.00
10/09	LOCKBOX DEPOSIT	\$30.00
10/10	LOCKBOX DEPOSIT	\$30.00
10/14	VANTACA - PAYOUT TRANSFER COMMUNITY ASSOCIATION ST-K4N4P9Z8E2S4	\$100.00
10/15	VANTACA - PAYOUT TRANSFER COMMUNITY ASSOCIATION ST-Y8L5T2E0C9S3	\$245.59
10/15	LOCKBOX DEPOSIT	\$70.00
10/16	LOCKBOX DEPOSIT	\$564.25
10/16	VANTACA - PAYOUT TRANSFER COMMUNITY ASSOCIATION ST-D7C7S4C7I3E6	\$297.84
10/17	IMAGE DEPOSIT	\$762.82
10/20	VANTACA - PAYOUT TRANSFER	\$150.00

DEPOSITS/CREDITS

Date	Description	Amount
	COMMUNITY ASSOCIATION ST-H6A1U9X5R7S1	
10/20	LOCKBOX DEPOSIT	\$60.00
10/22	VANTACA - PAYOUT TRANSFER COMMUNITY ASSOCIATION ST-P8O9P2Q5E2C2	\$250.00
10/22	LOCKBOX DEPOSIT	\$25.00
10/24	LOCKBOX DEPOSIT	\$23.75
10/28	LOCKBOX DEPOSIT	\$15.00
10/30	LOCKBOX DEPOSIT	\$20.00
10/31	LOCKBOX DEPOSIT	\$25.00
10/31	INTEREST PYMT	\$8.51

WITHDRAWALS/DEBITS

Date	Description	Amount
10/02	COMMUNITY ASSOCI L143590 474541755	\$1,007.86
	-SETT-A228SFTP5	
10/03	COMMUNITY ASSOCI L144068 474541755	\$230.00
	-SETT-A228SFTP5	
10/10	COMMUNITY ASSOCI L144832 474541755	\$595.34
	-SETT-A228SFTP5	
10/27	SAMHOUSTONELEC SHECO ACH ATION OF DEER TRL 2COM #####64215	\$34.20
10/31	COMMUNITY ASSOCI L146698 474541755	\$340.00
	-SETT-A228SFTP5	

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

Design Document
Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

Community Association of Deer Trail Two

3500 W. Davis, Ste. 190, Conroe, TX 77304

936-756-0032

revised 5/24/2021

Submit all documents to mckenzie@imcmanagement.net. Make checks payable to Community Association of Deer Trail Two.

Application for Residential Construction/Improvements

Owner's Name: _____

Owner's Mailing Address: _____

Daytime Phone Number: _____

Alternate Phone Number: _____

Email Address: _____

Application Checklist Stage 1

- Preliminary Site Plan
- Plot Plan
- Application Fee (if any)

Application Checklist Stage 2

- Final Working Plans
- Schematic Plan

Legal Description of Property: Section: _____ Block: _____ Lot: _____

Property Address: _____

Type of Improvement (Please select):

Buildings	app fee \$25*	Landscape	app fee \$25*
<input type="checkbox"/> Dwelling		<input type="checkbox"/> Drainage facilities	
<input type="checkbox"/> Garage		<input type="checkbox"/> Landscaping	
<input type="checkbox"/> Outbuilding		<input type="checkbox"/> Outdoor lighting	
<input type="checkbox"/> Enclosure		Fence	app fee waived
Hardscape	app fee \$25*	<input type="checkbox"/> Fence	
<input type="checkbox"/> Street		<input type="checkbox"/> Animal pen	
<input type="checkbox"/> Driveway		Lawn Décor	app fee waived
<input type="checkbox"/> Sidewalk		<input type="checkbox"/> Mailbox	
<input type="checkbox"/> Walk		<input type="checkbox"/> Flagpole	
Exterior Addition/Alteration, app fee \$25*		<input type="checkbox"/> Fountain	
<input type="checkbox"/> Roof (no app fee)		<input type="checkbox"/> Statuary	
<input type="checkbox"/> Exterior wall		<input type="checkbox"/> Sign	
<input type="checkbox"/> Window		Other	app fee TBD
		<input type="checkbox"/> Other (described below)	

*Additional fee will apply if outside professional services are required.

Brief description of project:

Contractor Information, if applicable:

Contractor's Name: _____

Contractor's Mailing Address: _____

Contractor's Phone Number: _____ FAX: _____

May we contact the contractor with questions regarding this submission? Yes No

Is the contractor bonded and insured? Yes No

Projected start date: _____ Projected completion date: _____

Order: VY012899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

List of required attachments to email to mckenzie@imcmanagement.net:

- Preliminary Site Plan: showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways and storage areas
- Plot Plans: survey, with improvements drawn to scale, illustrating harmony of external design and location in relation to property lines, building lines, easements, grades and finished ground elevation, surrounding structures, walks, paths, and topography
 - Building Line Setback: Front _____ Back _____ R Side _____ L Side _____
 - Elevation Drawing (front & side)
- Application Fee: payable to Community Association of Deer Trail Two
- Final Working Plans and Specifications: structural, mechanical electrical, plumbing details, and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto.
 - Samples of all exterior materials (paint colors, roofing materials, siding, etc.)
- Schematic Plan: for landscaping and lighting of the property
 - Permits - It is Owner's responsibility to contact the City of Conroe and/or Montgomery County regarding permit requirements and submit copies with application.

Agreement: By signing below, Owner(s) agree to comply with the Declaration of Covenants, Conditions and Restrictions of Community Association of Deer Trail Two and Architectural Guidelines. I agree I authorize the Board of Directors or its agents (ACC) to enter upon and inspect the construction project described above for the purpose of confirming that it is in compliance with recorded Deed Restrictions, ACC Guidelines, and Construction Guidelines and this Application. Neither the ACC nor its agents shall be guilty of trespass by reason of such entry for inspections

By submitting this application and by signing below, I understand that the ACC will not process the application without all of the required information and samples. I understand that the committee has up to thirty (30) days to review this application and may request additional information. I understand that I must complete the requested improvement within the timeframe stated in the Deed Restrictions and ACC Guidelines. I understand that should I make any alterations to the plans after submission and approval, then approval is void and applicable fees and possible reversal of improvement at my own expense may be required. I understand changes will have to be resubmitted to the ACC for new approval. All work must have prior written approval.

I further understand that all Association dues, fees, or outstanding balance must be paid in full, and any Deed Restriction violations cured prior to beginning the application process. If you have questions regarding your submittal, contact IMC Property Management Company at 3500 W Davis, Suite 190, Conroe, Texas.

Owner Signature

Date

Co- Owner Signature

Date

Insurance Dec Page
Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.****

Litigation
Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

There is no litigation involving Community Association of Deer Trail Two.
****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.****

Reserve Report
Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.****

Resolutions & Policies
Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.****

Rules and Regulations

Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

CORPORATE CERTIFICATE
DEER TRAIL TWO SUBDIVISION HOMEOWNERS' ASSOCIATION

The undersigned certifies that she is the President of Deer Trail Two Subdivision Homeowner's Association (the "Association"). The Association is the property owners' association for Deer Trail Two Subdivision, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas.

The Association is a Texas nonprofit corporation, and a true and correct copy of the **Deer Trail Two Subdivision Architectural Control Committee Rules** is attached to this certificate as Exhibit "A."

Signed this 14 day of January, 2020.

DEER TRAIL TWO SUBDIVISION
HOMEOWNERS' ASSOCIATION

By: *Daniel Tischenendorf*
Daniel Tischenendorf President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 14 day of January, 2020, by Daniel Tischenendorf, President of DEER TRAIL SUBDIVISION HOMEOWNERS' ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

Rhonda Roberts
Notary Public, State of Texas

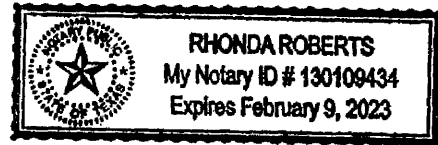


EXHIBIT A -

**Deer Trail Two Subdivision
ARCHITECTURAL CONTROL COMMITTEE RULES**

WHEREAS, Article II, Section 2 of the Declaration of Covenants, Conditions and Restrictions (“Declarations”) in all sections of Deer Trail Two Subdivision (“Subdivision”), specifically provide that no building or other improvements, including dwellings, garages, fences, animal pens, enclosures, mailboxes, walks, fountains, statuary, outdoor lighting, or signs (and others as therein listed) may be commenced, constructed, erected, placed or maintained on any lot or elsewhere in the Subdivision, nor shall any exterior addition or alteration thereto be made, unless and until a preliminary site plan and the final working plans and specifications for the work have been approved by the Architectural Control Committee (“ACC”);

WHEREAS, Article II, Section 2 of the Declarations further provide that any building or other improvements must be in compliance with the Declarations and the ACC has the right, with the approval of the majority of the Directors of the Association to specify an outline of minimum acceptable construction standards, including but not limited to, acceptable exterior materials and/or finishes which may be used in the construction, alteration or repair of any improvement; provided however, that such outline will serve as a minimum guideline and the Architectural Control Committee shall not be bound thereby;

WHEREAS, Article II, Section 2 of the Declarations further provide that the ACC has the right to specify requirements for each building site as follows: minimum setbacks; the location, height and extent of fences, walls or other screening devices; and the orientation of structures with respect to streets, walks, paths and structures on adjacent property. The ACC shall have full power and authority to reject any plans and specifications that do not comply with the Declarations or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision; and

WHEREAS, Article II, Section 2 of the Declarations further provide that the ACC may charge a reasonable application and/or review fee in an amount to be determined by the Deer Trail Two Subdivision Homeowners’ Association Board of Directors.

NOW, THEREFORE, the Architectural Control Committee has promulgated these Architectural Control Committee Rules and Regulations to facilitate the approval process for the benefit of all those owning property in Deer Trail Two Subdivision, and especially those owners proposing to make improvements on property they own. Improvements and changes include, among others: new construction of garages, barns, animal pens, and outbuildings, or changes to initial or subsequent construction, and the installation of new, or change to existing culverts, fences, and driveways, solar panels, landscaping, pools, patios, and other construction as set out by and in furtherance of the Declarations.

Definitions:

The term “ACC” means the Architectural Control Committee.

The term "HOA" means the Deer Trail Two Subdivision Homeowners' Association.

The term "holiday lighting" means any temporary lighting used during the months of November through January on a yearly basis or color coded or designed to signify the celebration of any particular holiday. This term does not include string lighting installed exclusively behind the residence with low-wattage light bulbs.

The term "Declaration" means any and all Declaration of Covenants, Conditions and Restrictions applicable to Deer Trail Two Subdivision, Sections 1 through 4.

The term "Board" means the Deer Trail Two Subdivision Homeowners' Association Board of Directors.

The term "Lot Drainage Improvements" means drainage improvements entirely contained on one single lot, such as a French drain or other improvement meant to help drain water towards its natural drainage flow.

The term "Subdivision" means all four sections of Deer Trail Two.

I. APPLICATION PROCEDURES

1. All requests for ACC approval must be in writing. The request must be on, or accompanied by, the current request for ACC approval submittal form, which must be signed by the property owner.
2. The application must be accompanied by payment of the ACC application fee.
3. All approvals or denials by the ACC will be made in writing after the ACC acts on the request. Requests for verbal approval will not be considered.
4. The completeness of the request for ACC approval shall be determined by the ACC at its sole discretion. The ACC has full authority to deny an incomplete or illegible request for ACC approval and to require the submission of any and all information, in whatever form it determines to be necessary to properly review a request. Any request by the ACC for more information should be considered a denial of the request until such information has been provided to the ACC. The following checklist of minimum requirements is provided to assist the owner in preparation of a complete ACC request.
 - a. The fully completed and signed ACC Application Form
 - b. The ACC Application fee or proof of payment
 - c. A neat, legible, and scalable plot plan. This plot plan must agree in all respects with the recorded plat and must show 1) all property lines and their dimensions; 2) easement lines; 3) front, side and rear building set-back lines; 4) existing improvements; 5) All proposed improvements; 6) overall dimensions of the proposed improvements
 - d. Actual construction plans of the proposed improvements for garages, barns, storage buildings and any other outbuilding including front, side and rear elevations of all improvements with sufficient dimensions and details to clearly show how the exterior surfaces of the improvements will be finished.
 - e. Descriptions for type and color of siding; type and color of trim; type and color of roofing system; type and material of construction of all fences, entrance structures, monuments and other improvements.
 - f. In the case of the construction of outbuildings, all required valid permits from Montgomery County.
 - g. Additional requirements for submission for approval of fences

Order: VYG37L2899

Address: 4515 Coues Deer Ln

Order Date: 02-18-2026

Document not for resale

HomeWiseDocs

- i. A plot plan showing the location of the proposed fencing and gates distinguishable from the lot lines by highlighting
- ii. A label or other indication for where each type of fencing is to be placed must be indicated on the plot plan.
- iii. A side view drawing, or a neat clear sketch of a typical section of fencing is required. The drawing shall contain dimensions and notes sufficient to describe the following:
 1. Fence posts – material of construction, size, installed height, and distance between posts
 2. Rails – material of construction, size and distance between rails
 3. Color – finished color of the fence
- iv. Description of Gates – if a gate is to be constructed of the same material as the fencing then it may be described with a simple notation showing the location and marked as “gate – to be the same material as the fence”
- v. If a gate is not constructed of the same material, then there must be a separate dimensioned drawing submitted

II. FENCES

The construction or installation of walls, fences, and hedges by a property owner shall be subject to the approval by the ACC in accordance with the relevant provision(s) of the Declarations. All walls or fences shall be a maximum of six feet, six inches in height, and shall be constructed only of materials approved by the ACC. Owners shall construct and maintain a fence or other suitable enclosure as approved by the ACC to screen from public view, yard equipment, woodpiles or storage piles, and all other items required to be screened.

1. Fencing Materials – Approved materials include wood, solid vinyl judged by the ACC to satisfactorily simulate wood, or ornamental iron.
2. Height
 - a. SIDE AND REAR PROPERTY LINES - The maximum height for fencing along the side and/or rear property lines is six feet six inches (78 inches). This height is to include a rot board, if planned.
3. Gates
 - a. As a general rule, gates should be constructed from the same materials as the fence.
 - b. Alternative gate materials may be used as approved by the ACC.
4. Fence Styles
 - a. Architectural sketches of some, but not all, of the common types of ACC-approved fencing styles are shown on Ex. 1 of these Regulations. These sketches are not suitable for submission to the ACC for approval as construction drawings.
 - b. Owners may install different styles of fencing on a lot, provided, however, that in-line fencing seen from the front street must be of the same style and color.
5. Location – Except under the following circumstances, fences shall be placed on the property line of the lot.
 - a. Fencing in line with the front property line of the home must not be placed forward of the home. This fencing must extend from the home to the side property line, unless the fencing is for purposes outlined in Section III of these Regulations.

- b. If a lot is adjacent to a drainage easement maintained by the HOA, the fence must not be placed across said easement or obstruct the maintenance of the drainage easement in any way.

III. SPECIAL GUIDELINES FOR ANIMAL PENS AND KENNEL

1. Small Containment Areas – Less Than 400 Square Feet
 - a. Design – Pens enclosing less than 400 square feet may be square or rectangular so long as no one side exceeds 20 feet in length. Circular pens are acceptable provided the total enclosed area is less than 400 square feet.
 - b. Materials of Construction – Most of the styles of fencing shown on Ex. 1 can be readily adapted to contain animals by the addition of wire mesh to the inside of the fence. Use of one of these styles is strongly recommended by the ACC. However, the use of chain-link fencing material (6 feet high maximum) will be considered for small containment areas less than 400 square feet provided that the “Design” and “Location” requirements in this section are strictly adhered to. Materials may include wood, vinyl, ornamental iron or chain link.
2. Large Containment Areas – Larger Than 400 Square Feet
 - a. Design – Fenced containment areas larger than 400 square feet may be any shape and size approved in writing by the ACC to be in harmony of external design with existing structures.
 - b. The use of chain-link fencing for large containment areas will not be approved by the ACC.
3. Location – All animal containment areas must be located behind the back plane of the primary residence, 150 feet from the front property, 50 feet from any other property line, and outside the boundaries of any easement on the property. Animal pens that otherwise comply with these Regulations are not subject to Section II, Subsection 5 of these Regulations.
4. Horse stalls or barns must comply with Section IV of these Regulations.

IV. OUTBUILDINGS

1. Size – Various sizes of outbuildings will be considered, but no outbuilding will be permitted which is larger than 1500 square feet. Eave wall height of an outbuilding shall not be higher than 16 feet with the ridge wall height determined by the pitch of the roof. The roof pitch shall not be more than three over twelve, rise over run.
2. Style – The ACC will consider any proposed outbuilding design, but reserves the right to reject any style not found to be compatible with the overall character and aesthetics of the Subdivision or which is not in harmony of design with existing structures in the surround area.
3. Materials of Construction – Materials of construction shall be 1) factor-coated metal, 2) wood, 3) painted Hardiplank, 4) vinyl. If wood is used, all exterior surfaces must be painted immediately after construction. Galvanized or galvanized-colored, corrugated exterior metal siding or roofing will not be approved.

4. Colors – The exterior colors chosen for outbuilding walls and trim shall be similar to the colors chosen for the exterior walls and trim of the primary residence or natural colors such as beige, brown, or green. The color of the outbuilding is subject to the approval of the ACC in accordance with the overall character and aesthetics of the Subdivision.
5. No structure other than one private single-family dwelling, a guest house and/or servants quarters, a garage and carport appurtenant thereto and no more than two related outbuildings shall be constructed or permitted to remain on any Lot in the Subdivision.
6. Except for storage buildings approved by the ACC, no temporary buildings or structures shall be permitted on any Lot,
7. No detached garage nor any barn or storage building shall be located on any Lot forward of the rear of the dwelling thereon.
8. All outbuildings must comply with any environmental or other Montgomery County Regulations.

V. MISCELLANEOUS

1. Pools
 - a. Location and Fencing – All pools shall be located to the rear of the residence and be properly fenced, either directly around the pool or within a fenced lot. Separate fencing around pools shall be in accordance with the fencing regulations outlined above and do not have to comply with Section II, Subsection 5 of these Regulations.
 - b. Above-ground pools – All above ground pools that are permanent in nature (meant for installation beyond one year) shall have decking surrounding the pool area in order to screen the outer liner of the pool, pumps and piping.
2. Solar panels
 - a. No solar collector shall be installed without the prior written approval of the ACC. Any such installation shall be in harmony with the design of the residence that it is used in conjunction with. Solar collectors shall be installed in a location not visible from any street in front of the residence.
 - b. Solar collectors that are installed at the ground shall not be within 20 feet of any easement or reserve maintained by the HOA or Montgomery County.
3. Driveways
 - a. All driveways shall be constructed of crushed concrete, limestone, iron ore gravel, concrete or asphalt and shall be at least 10 feet wide (18 feet wide at the street) extending from the street to the Owner's residence.
 - b. All roadway ditches are constructed according to approved plans and planted with grass or other vegetation. All driveway culverts 1) shall be installed with the bottom of the culvert consistent with existing ditch flow line elevation with the majority of the culvert opening above this elevation so as not to impede the free flow of water in the ditch and 2) shall otherwise conform to applicable rules and regulations of Montgomery County relating to the size and manner of installation of such culverts. A new culvert shall not be situated directly across from an existing driveway.
4. Flag poles – All flag poles must be placed to 20 feet from the street and must not interfere with any utility, water or other easement. Flags shall be kept clean and well maintained.


- The flag pole must not be taller than 25 feet and shall be lit in accordance with the respectful display of the flag.
5. Outdoor lighting – Outdoor lighting must be compatible with the overall character and aesthetics of the Subdivision and must not interfere with a neighbor’s enjoyment or use of their property. Any holiday or other temporary lighting must not be installed between the months of February through October of any particular year. No lights may be placed in a manner that would allow for the direct application of the lighting towards a neighbor’s home. Linear outdoor lighting strips may not be used under the eaves of the home. A homeowner must avoid lighting that would cause any light trespass onto neighboring property. This can be done by carefully selecting the wattage, type, beam angle, and placement of the lighting; using correctly aiming, and shielding the lighting to keep it within the boundaries of the property; and limiting the use of floodlights unless they are motion activated and automatically turn off. All outdoor lighting shall be designed and located such that the maximum illumination measured in footcandles at the property line shall not exceed 0.3 for non cut-off lights and 1.5 for cut-off lights. The average intensity illumination for outdoor lighting shall not exceed 6 footcandles in intensity as measured at grade.
 6. Lot Drainage Improvements – All Lot Drainage Improvements shall be submitted to the ACC for approval and are subject to be declined if they will interfere with the HOA’s maintenance of the drainage easements or cause a diversion of surface water onto a neighbor’s property. The ACC may request an indemnification agreement if it believes that a Lot Drainage Improvement has the potential to damage drainage easements maintained by the HOA.
 7. Signs – Nonpolitical, permanent signs shall not be placed on a lot in the Subdivision. This section does not apply to HOA meeting notices placed at conspicuous places a week prior to an open meeting.
 8. Patios, walks, and landscaping – Patios, walks, and landscaping will be approved unless they are not compatible with the overall character and aesthetics of the Subdivision.
 9. Pavilions, gazebos, swings, and other outdoor open structures – All pavilions, gazebos, swings, and other outdoor open structures must be placed behind the back line of the house.
 10. Privacy Screens – Privacy screens are permitted so long as they are located behind the back line of the house and 5 feet from the property line and no taller than 6 feet. A privacy screen shall not be considered a fence for purposes of these Regulations so long as it is compatible with the overall character and aesthetics of the Subdivision.
 11. If any provision of these Rules or Regulations contradict the terms of the Declarations, then the provisions in the Declarations shall be controlling.

This is to certify that the foregoing Deer Trail Two Subdivision Architectural Control Committee Rules was adopted by the Board of Directors, effective as of _____, 2020, until such date as it may be modified, rescinded, or revoked.


The Board of Directors hereby approves and authorizes the above Policy.

Signed this 14 day of January, 2020.

DEER TRAIL TWO SUBDIVISION
HOMEOWNERS' ASSOCIATION

By: 
Daniel Tischendorf, President

ATTEST:

By: 
FINNY LETT, Secretary

E-FILED FOR RECORD

01/29/2021 08:16AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

01/29/2021



County Clerk
Montgomery County, Texas

Special Assessments
Deer Trail Two Community Association

Order: VYC7L2899
Address: 4515 Coues Deer Ln
Order Date: 02-18-2026
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.****