

AMENDED AND RESTATED RESTRICTIONS
FOR DEER RUN SUBDIVISION, TRINITY COUNTY, TEXAS

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRINITY

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WHEREAS, Joe H. Thomas and Ruth L. Thomas (hereinafter called "Developer"), is the record developer of a subdivision known and designated as DEER RUN SUBDIVISION (hereinafter called "Subdivision"), in Trinity County, Texas, as shown in the maps or plats of said subdivision, recorded in the Deed Records of Trinity County, Texas, at Volume ___, Page ___ (Section One), and Volume 3, page 11 (Section Two), reference to which is hereby made for all purposes; and

WHEREAS, said Developer, on September 9, 1980, at Volume 287, page 81, et seq, Deed Records of Trinity County, Texas, has previously filed its "Restrictions" (hereinafter called the "Section One Restrictions") applicable to Deer Run Subdivision, Section One reference to which is hereby made for all purposes, and

WHEREAS, said Developer, on May 15, 1981, at Volume 293, page 700, et seq, Deed Records of Trinity County, Texas has previously filed its "Restrictions" (hereinafter called "Section Two Restrictions") applicable to Deer Run Subdivision, Section Two reference to which is hereby made for all purposes; and

WHEREAS, said Section One Restrictions and Section Two Restrictions, both provide that the deed restrictions may be amended by "the then majority of the property owners vote to change said restrictions and covenants"; and

WHEREAS, on May 26, 2004, Articles of Incorporation for Trinity Deer Run Property Owners Association ("the Association") were filed with the Secretary of the State of Texas and a

WHEREAS, there are currently twenty (20) property owners in Section One and twelve (12) property owners in Section Two; and

WHEREAS, there are attached hereto signatures of 9 property owners in Section One and 5 property owners in Section Two, being a majority of the current property owners in both Section One and Section Two, agreeing to change the covenants as set forth herein.

NOW, THEREFORE, a majority of the current property owners here by amend the Deed Restriction for both Sections One and Two of Deer Run to be as follows:

1. All land shall be occupied as residential purposes only and things ordinarily pertaining thereto. Such land shall be used for the purpose of one (1) private single family residence per lot and appropriate uses accessory thereto. No building shall be erected upon any lot

except one (1) private single family house and garage appurtenant thereto. No building or structure shall be erected or placed on said lots unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper, rolled brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be composition shingles, sheet metal, or their equivalent. All structures must comply with applicable government laws, regulations, and ordinances, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver of compliance with any such law, regulation and ordinance. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal systems shall be of a type approved or recommended by the state and local departments of health, and shall be maintained by the lot owner at all times in a proper, sanitary condition and in accordance with applicable state and county sanitary laws. No sign of any description may be erected or placed upon any portion of any lot without the express written approval of the Association. No garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed upon any lot shall be completed within one (1) year from the date of commencement of construction thereof and shall contain not less than eight hundred square feet (800) of floor space, exclusive of porches and garage, and all permanent structures shall be approved in writing by the Association prior to the construction thereof. The Association reserves the right, upon application of a lot owner, to approve plans or structures of less than 800 square feet or to grant reasonable variances as to the type of structure permitted, or to subdivide a tract. An existing mobile home may only be replaced by a HUD-Code manufactured home approved by the Association. Skirting or screening materials shall be attached to the HUD-Code manufactured home to prevent the passage of animals beneath the home, and shall be compatible with the design of the home. In addition to applicable state and local anchoring requirements for resisting wind forces, HUD-Code manufactured home shall be elevated and anchored to resist flotation, collapse, or lateral movement. Tires, wheels, axles, towing mechanisms, and other such equipment shall be removed from the HUD-Code manufactured home and placed out of sight from the public. The term 'residential purposes' as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are here by expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agree to be bound by same and comply with all Deed Restrictions. Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

2. Mobile homes may be used as dwellings, provided they are of good repair and kept in good condition and repair and appearance, any additions thereto will be of style and quality to enhance the appearance thereof. Tool houses, temporary tents and camping trailers will be permitted provided they are neat and having a pleasing exterior, but in no event shall any temporary tents and camping trailers be used for residential purposes for any period of more than seven (7) continuous days in a six (6) month period.

3. Land shall be kept clean and neat in appearance and no part of said land shall be used as a dumping ground or storage place for rubbish, trash, junk, junk cars, used building materials or any other type of used or junk materials be placed upon or allowed to remain upon any portion of said land. Weeds and grass shall be regularly cut. If the property owner refuses to cut their lawns, the Association shall have the right to cut same and bill the property owner the actual cost of mowing. If the bill is not paid within thirty (30) days, then the Association shall have a lien against the property which may be judicially foreclosed.
4. Only one residence or trailer home per lot will be allowed.
5. No livestock shall be kept within the herein above described tract of said property at any time. No animals shall be kept or maintained on any lot, except customary household pets.
6. No hunting shall be allowed in any area of said subdivision. Nothing herein shall prevent a property owner from discharging a firearm to kill snakes, rats and other common varmints.
7. No merchantable timber upon any lot shall be cut or mutilated before said lot is paid for in full, except that a reasonable sized site for a house place may be cleared.
8. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes or playground or property of said subdivision or Association, and the Association shall not be liable for any such injury.
9. No building or other structure, including fences, shall be located on any residential lot nearer to the street than the building line as set forth herein. The building setback lines shall be at least (20) feet back from the street in all cases except corner lots. In the case of corner lots, the twenty (20) foot setback shall be on the side of the lot fronting on the street. In the case of the side of the lot abutting the street, the minimum setback shall be five (5) feet. Corner residential lots shall be deemed to front on the street side having the least frontage. No building shall be located nearer than five (5) feet to any interior lot line, except in the event one building is constructed on more than one lot the combined areas shall be considered as one lot. In any determination of this clause, the building line shall include open porches and garages or any other abutting structures to the principal residence. Variations from these requirements as to building location may be granted by TRINITY DEER RUN PROPERTY OWNERS ASSOCIATION, upon such variations being ratified by all abutting property owners.
10. The owners of lots purchased in said Subdivision shall pay a Maintenance Fee the sum of One Hundred and no/100 (\$100.00) Dollars per lot, on the 15th day of May of each year, beginning on May 15, 2004, to the Trinity Deer Run Property Owners Association ("Association"), to be used for the upkeep of the roads, parks and common facilities in said Subdivision as set out in the plat of said Subdivision. Said Maintenance Fee shall be secured by a lien against said lot, and failure to pay said assessment shall constitute a foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Maintenance Fee shall be deemed delinquent if not paid within sixty (60) days of the due date of the year in which such maintenance fees are due. Said assessments shall be in the form of a covenant to run with the ownership of the said lots. IT IS SPECIFICALLY provided that the Developer shall not be required to pay any maintenance fee during any period of ownership of the Developer; if the Developer sells any lot and later forecloses the vendor's lien securing such purchase, (or if the Developer

sells by Contract for Deed and then cancels the Contract for Deed), any maintenance fees then due and owing shall be paid by Developer, but no further assessment for maintenance fees will be levied against the lot until such time as the Developer has sold the property to a third party.

11. Every property owner in Trinity Deer Run Subdivision shall be a member of the Association, and the Association shall be a property owners association as defined by the Texas Property Code. The Board of Directors of the Association shall have the discretionary right, but not the sole responsibility, to enforce, by any proceeding at law or inequity, all restrictions, conditions, and reservations now or hereafter imposed by these restrictions, and said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of the Directors of the Association at the duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association, or otherwise as necessary to enforce these deed restrictions. Any lot owner who has not paid the annual maintenance fees applicable to the lots he owns, once such maintenance fees are payable as provided by these restrictions as the Bylaws, shall be considered in default. Any lot owner delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association. If any legal action is required the property owner against whom such action is taken shall be responsible for the Association's reasonable attorney's fees, which fees shall be secured by alien against the property in question, and which attorney's fees lien may be judicially foreclosed.
12. The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all of the following purposes, as determined by the Board of said Associations:
 - (a) lighting, construction, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;
 - (b) improvements of any area between curbs and sidewalks;
 - (c) the construction of clubhouse facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by developer, and
 - (d) doing any other thing necessary or desirable in the opinion of the Board of said Association to keep the property neat and in good order or which considered of general benefit to the owners or occupants of Deer Run Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Trinity County, Texas.
13. The Association reserves the right to enter upon any lot at any time to preserve the restrictions, conditions, covenants and agreements herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach, or as to one occurring

prior or subsequently thereto, and invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no way affect any of the other provisions herein contained, or any part thereof, which shall remain in full force and effect. Any written approval by the Association of any act shall be subjected to all applicable municipal, county, state or federal rules, regulations, ordinances or laws.

14. The foregoing restrictions, conditions, covenants and assessments shall be deemed and considered covenants running with the herein above described lots shall be binding upon the lot owners and their heirs, executors, and administrators and assigns. Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Association, and the Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.
15. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until May 15, 2006, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then lot owners of the tract has been recorded in the records of the County Clerk of Trinty County, Texas agreed to change said covenants in whole or in part. Additionally, the Association shall have the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants as the Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Association's members by a majority vote in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants by the members of the association at a special or annual meeting at which is quorum is had.

These Amended and Restated Restrictions shall be effective as of the date of filing of this document.

THE ASSOCIATION

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TRINITY DEER RUN PROPERTY OWNERS'
ASSOCIATION

BY: Gale Breier

GALE BREIER, President

THE STATE OF TEXAS

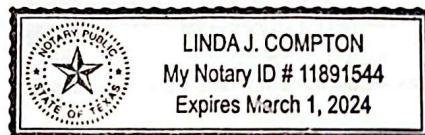
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COUNTY OF TRINITY

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This instrument was acknowledged before me on the 21 day of October, ²⁰²³~~2004~~ _{xjc}
by GALE BREIER, President, Deer Run Property Owners Association, for the purposes and
consideration and in the capacity stated therein.

Linda J. Compton
Notary Public, State of Texas



THE STATE OF TEXAS

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COUNTY OF TRINITY

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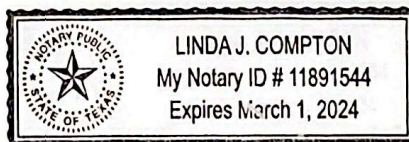
I/We, the undersigned property owner(s), owning Lot(s) 4 & 5, Section 1,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

Hale Brewer

[Signature]

This instrument was acknowledged before me on the 21 day of October, 2023

by Linda J. Compton



Notary Public, State of Texas

THE STATE OF TEXAS *
COUNTY OF TRINITY *

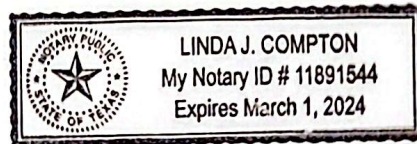
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I/We, the undersigned property owner(s), owning Lot(s) 1, Section 1,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

Ken Kumar
Debra

This instrument was acknowledged before me on the 21 day of October, 2023

by Linda J. Compton



Notary Public, State of Texas

THE STATE OF TEXAS *

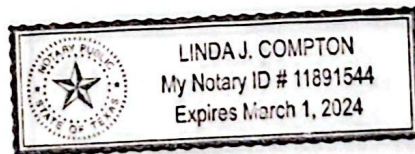
COUNTY OF TRINITY *

I/We, the undersigned property owner(s), owning Lot(s) 647, Section 1,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

Harry E. Compton

This instrument was acknowledged before me on the 21 day of October, 2023

by *Linda J. Compton*



Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF TRINITY

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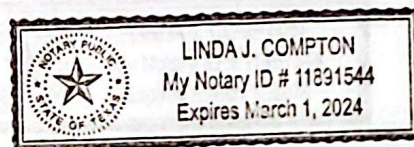
I/We, the undersigned property owner(s), owning Lot(s) 15, Section 1,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

[Signature]

[Signature]

This instrument was acknowledged before me on the 21 day of October 2023

by [Signature]



Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRINITY

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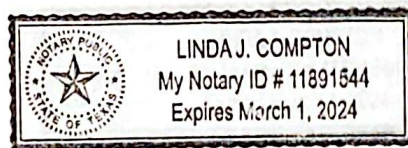
I/We, the undersigned property owner(s), owning Lot(s) 18, Section 1,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

Ramin L. Jones

Gale Jones

This instrument was acknowledged before me on the 21 day of October 2023

by Linda J. Compton



Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF TRINITY

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I/We, the undersigned property owner(s), owning Lot(s) 13, Section 1,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

Terry Peltier

This instrument was acknowledged before me on the 21 day of October 2023

by Linda J. Compton



Notary Public, State of Texas

THE STATE OF TEXAS *

COUNTY OF TRINITY *

I/We, the undersigned property owner(s), owning Lot(s) 22 & 23, Section 1,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

Marsha Smith

Kelly J. Morris

This instrument was acknowledged before me on the 21 day of October, 2023

by Linda J. Compton



Notary Public, State of Texas

THE STATE OF TEXAS

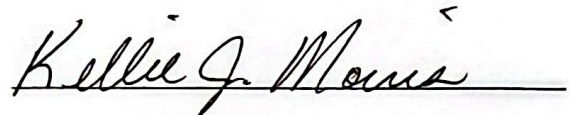
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COUNTY OF TRINITY

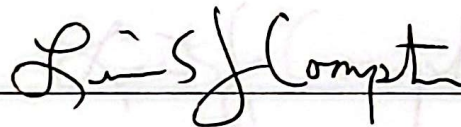
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I/We, the undersigned property owner(s), owning Lot(s) 28, Section 1,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.


Nancy Shannon


Kellie J. Morris

This instrument was acknowledged before me on the 21 day of October, 2023

by 
Linda J. Compton



Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRINITY

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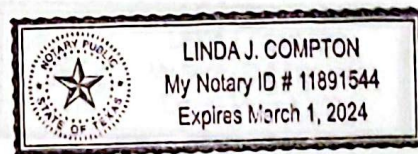
I/We, the undersigned property owner(s), owning Lot(s) 11, Section 1,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

Nancy Shannon
Nancy Shannon

Michaela Mann

This instrument was acknowledged before me on the 21 day of October, 2023

by Linda J. Compton



Notary Public, State of Texas

THE STATE OF TEXAS *

COUNTY OF TRINITY *

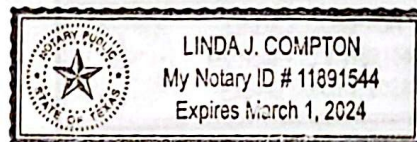
I/We, the undersigned property owner(s), owning Lot(s) 1 & 2, Section 2,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

Kenneth W. Moore

Michaela Moore

This instrument was acknowledged before me on the 21 day of October, 2023

by Linda J. Compton



Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRINITY

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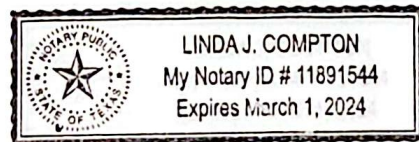
I/We, the undersigned property owner(s), owning Lot(s) 5, Section 2,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

Anthony Ratliff

Connie Ratliff

This instrument was acknowledged before me on the 21 day of October, 2023

by Linda J. Compton



Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRINITY

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I/We, the undersigned property owner(s), owning Lot(s) 3, 4, & 7, Section 2,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

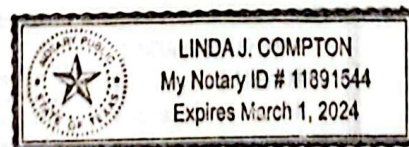




This instrument was acknowledged before me on the 21 day of October 2023

by





Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRINITY

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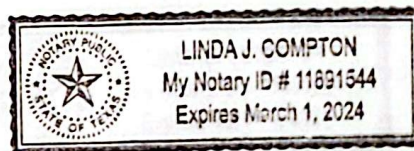
I/We, the undersigned property owner(s), owning Lot(s) 21, Section 2,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

[Signature]

Sandra Sanford

This instrument was acknowledged before me on the 21 day of October, 2023

by *Linda J. Compton*



Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF TRINITY

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I We, the undersigned property owner(s), owning Lot(s) 19420, Section 2,
of Deer Run Subdivision, Trinity County, Texas, hereby agree to the above
Amended and Restated Deed Restrictions.

Anna Withers

Judy Bond by Anna Withers

This instrument was acknowledged before me on the 21 day of October, 2023

by Linda J. Compton



Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF TRINITY

I hereby certify that the instrument was FILED on the date and at the time
stamped hereon by me and was duly RECORDED in the Official Public Records
of Trinity County, Texas in the Volume and Page as noted hereon by me.

Shasta Bergman
County Clerk Trinity County

By

Deputy



FILED
at 10:10 o'clock A M

FEB 08 2024

SHASTA BERGMAN
COUNTY CLERK TRINITY CO., TEXAS

By

Notary