

DECLARATION OF COVENANTS AND RESTRICTIONS
SOUTHRIDGE UNIT 2

THE STATE OF TEXAS]
COUNTY OF CHEROKEE]

THIS DECLARATION is made on the date hereinafter set forth by
CANAAN LAND DEVELOPMENT CORPORATION, hereinafter called "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of fee simple title to that certain real
property known as SOUTHRIDGE 2, a subdivision in the City of Jacksonville,
Cherokee County, Texas, according to the map or plat thereof recorded in Cabinet B,
Slide 171, of the Plat Records of Cherokee County, Texas; and,

WHEREAS, it is the intent of Declarant to establish a uniform plan for
the development, improvement and sale of the property, to insure the preservation of the
uniform plan for the benefit of both present and future owners of the properties.

WHEREAS, Declarant desires, and each and every property owner of
any Lot within the subdivision, by the acceptance of a deed or other conveyance of such
lot, agrees to become a member of THE SOUTHRIDGE HOMEOWNERS
ASSOCIATION, to be established for the subdivision. Further, by the acceptance and
retention of title to any lot or lots, each grantee, on behalf of himself, his heirs and
assigns, does hereby covenant and agree that said Homeowners Association, its
successors and assigns, shall have a lien upon the subject lot or lots subordinate only to
liens for taxes and any duly recorded mortgage or mortgages placed upon the property
prior to the due date of any assessment for expenses as may be required to enforce the

restrictive covenants contained herein and to secure the payment of the aforementioned expenses, including court cost, collection expenses, and reasonable attorney's fees incurred in connection with the collection of same.

NOW, THEREFORE, Declarant hereby declares that the Lots described below are held, and shall hereinafter be conveyed subject to the covenants, restrictions, charges, and liens (sometimes referred to herein collectively as "covenants and restrictions") as herein set forth. These covenants and restrictions shall run with said property and shall be binding upon all parties having or acquiring any right, title, or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The real property which is, and shall be, held, transferred, sold and conveyed and occupied subject to this declaration consists of the following:

Lots 18 thru 31, Block 1; Lots 12 thru 23, Block 2;
SOUTHRIDGE UNIT 2, a subdivision in the City of
Jacksonville, Cherokee County, Texas, according to the
plat thereof recorded in Cabinet B, Slide 171, of the Plat
Records of Cherokee County, Texas.

ARTICLE I

DEFINITIONS

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

(a) "Association" shall refer to SOUTHRIDGE HOMEOWNERS ASSOCIATION.

(b) "Builder" shall refer to any person or entity undertaking the construction of a residence on a Lot.

- (c) "Corner Lot" shall refer to a Lot which abuts on more than one street.
- (d) "Declarant" shall refer to Canaan Land Development Corporation, its successors and assigns.
- (e) "Declaration" shall refer to this Declaration of Covenants and Restrictions.
- (f) "Dwelling" shall refer to any residential structure located on a Lot.
- (g) "Lot" shall refer to any of the numbered Lots shown on the Subdivision Plat, each of which to contain a Dwelling thereon.
- (h) "Owner" shall refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not refer to any person or entity holding a lien, easement, mineral interest or royalty interest burdening the title thereto.
- (i) "Single Family Dwelling" shall refer to a residential structure designed and constructed for use by one family only.
- (j) "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue or any thoroughfare as shown on the Subdivision Plat.
- (k) "Subdivision" shall refer to SouthRidge, Unit 2 as set forth in the plat thereof recorded in Cabinet B, Slide 171 of the Plat Records of Cherokee County, Texas.
- (l) "Subdivision Plat" shall refer to the recorded plat of the subdivision.
- (m) "Member" shall refer to the person, persons or entity who holds membership in the Association.
- (n) "Architectural Control Committee" shall refer to the committee appointed by the Board of Directors of the Association.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP. Every person or entity who is a record owner of a Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION 2. VOTING RIGHTS. The Association shall have two classes of Voting Membership.

Class A. Class A Members shall be those Owners as defined in Section 1 hereof with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. In no event, however, shall more than one vote be cast with respect to any one Lot. Class A Members will not have any voting rights in the Association until the Class B Membership shall cease to exist as outlined below.

Class B. The Class B Member shall be the Declarant. Class B Members will control and operate the Association until the Class B Membership shall cease to exist. The Class B Membership shall cease and become converted to Class A Membership on the happening of either of the following events, whichever first occurs:

(a) When the Class B Membership ceases to exist by virtue of the Declarant or its assigns and successors having sold all of the Lots within the development to persons other than Builders; or

(b) December 31, 2018

ARTICLE III

GENERAL DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION

SECTION 1. The Association shall have the following duties and responsibilities in connection with the property:

(a) Establishment and operation of the Architectural Control Committee;

(b) Preservation and maintenance as requested by the Architectural Control Committee for those areas within the development over which the Committee has been empowered to enforce.

(c) Establishing and enforcing rules, procedures and regulations governing use, maintenance and appearance of the property for the benefit of the owners.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Brent W. Conaway, Stephen E. Conaway, and Russell B. Robertson, all of Smith County, Texas, all whom shall serve until his/her successor is appointed. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all the authority and power of his or their predecessors. Until such successor member or members shall have been so appointed,

the remaining member or members shall have full authority to approve or disapprove plans submitted or to designate a representative with like authority. No person serving on the Committee shall be entitled to compensation for services performed. No member of the Committee shall be personally liable for any actions committed in the scope of services performed as a member of the Committee. The Committee shall be limited to three (3) persons.

SECTION 2. POWERS OF THE COMMITTEE. No building, (for dwelling or storage), shall be erected, placed or altered on the Lot in this Subdivision until two complete sets of building plans (including front elevation) and specifications and two plot plans showing the location of the structure, for the Lot shall have been delivered to the Architectural Control Committee designated as hereinafter provided; and until such building plans, specifications and plot plan shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the Subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be retained by the Architectural Control Committee and the second copy shall be returned to the Owner of the Lot with the approval of the Architectural Control Committee appropriately endorsed thereon.

In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove any building plans and specifications within fifteen (15) days after the same are submitted to it, and if all terms contained in these Restrictions have been complied with, the Architectural Control Committee shall be deemed to have approved such plans within fifteen (15) days after the same are submitted to it.

The Declarant shall have authority to appoint the Architectural Control Committee and to remove without cause any person serving on the Committee. The

Architectural Control Committee shall consist of not less than one (1) nor more than three (3) members, and Declarant shall also have the authority to fill any vacancies in the Committee. The Committee is authorized to delegate to one or more representatives the authority to perform the duties of the Architectural Control Committee as set forth herein. In the event that the Architectural Control Committee should at any time fail or refuse to appoint a successor Committee, the Owners of the majority of the total Lots in SouthRidge Unit 2 Subdivision, including all Units developed, as determined on an acreage basis, shall have the right to elect or appoint, from time to time, a successor to the Architectural Control Committee.

The Architectural Control Committee may waive in writing such variations from these restrictions as said Committee deems not to be consistent with the general tenor and purpose of these restrictions.

The Architectural Control Committee shall have the authority to inspect the erection of each building upon the Lots comprising a part of said Subdivision, and to require the Owner of the Lot and Contractor to discontinue the erection of such building until the above requirements have been complied with, and said Architectural Control Committee, in so doing, shall not be guilty of any trespass, tort or interference with the terms or performance of any contract according to the State of Texas. The Architectural Control Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions herein.

ARTICLE V

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. No Lot shall be used except for residential purposes. No building or structure shall be erected on any individual Lot other than one single-family dwelling and its customary and usual accessory structures,

unless specifically prohibited herein. Prohibited structures, uses and operations shall include, but not be limited to, duplex houses, apartments, commercial, and professional uses (except for the initial construction and sale of single-family dwellings). No business, professional, commercial or manufacturing use shall be made of any of said Lots.

SECTION 2. ANIMALS AND LIVESTOCK. Consistent with its use as a residence, dogs and cats may be kept on a Lot, provided that (a) they are not kept, bred or maintained for any business purposes, (b) that no more than two (2) such pets shall be kept on a Lot, and (c) that the perimeter boundary of the Lot upon which such pets are being kept is fenced with a fence adequate to retain such pets. No dog allowed by this Section shall be allowed outside the Lot upon which it is being kept unless restrained by an appropriate leash. The Declarant and/or the Architectural Control Committee shall have the authority to authorize capture and removal of any dogs running loose in the Subdivision without a leash. No livestock or poultry shall be kept, raised or bred on any Lot.

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 to residents of the Subdivision.

SECTION 4. STORAGE, PARKING AND REPAIR OF VEHICLES. No boat, mobile home, trailer, boat rigging, or truck larger than a three-quarter (3/4) ton pickup, motorcycle, or bus shall be parked or kept in the Street, in front of, or side of any Lot, except those rendering professional services to parks or homes. No inoperable or unused automobiles, trucks, trailers, or vehicles shall be parked on any Lot, unless fully enclosed in a garage. Boats, trailers, or campers may be kept in the backyard of a Lot as long as fencing is in place that would cause the boat, trailer, or camper to be out-of-sight from adjoining Lots. No vehicle of any size which normally transports

flammable or explosive cargo may be kept in the Subdivision at any time. Operable automobiles must be parked in the garage or on the driveway and shall not be parked in the grass portion of the yard of any Lot. No vehicle may be parked within any part of any Street in the Subdivision at anytime, except where and during times permitted by the City Fire Marshal. No Owner of any Lot in the Subdivision or any visitor, tenant 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. For the purposes of the foregoing term, "temporary" shall mean that the vehicle shall not be worked on in driveways or Streets in excess of twenty-four (24) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION

ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Architectural Control Committee, outside construction work or noisy interior construction work shall be permitted only between the hours of 6:00 a.m. and 10:00 p.m.

SECTION 6. 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 containers constructed of metal, plastic, or masonry materials with tight-fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material 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 a federal, state, county, municipal and 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. Material to be

collected at curbside may not be placed there any earlier than 24 hours in advance of collection.

SECTION 7. BUILDING MATERIALS STORAGE. 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. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. 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 the street paving.

SECTION 8. RELOCATION OF BUILDINGS. Only construction of new buildings shall be permitted within the Subdivision. It is the intent of this covenant to prohibit the moving of any existing structure onto a Lot and remodeling or converting same into a dwelling unit.

SECTION 9. RESUBDIVISION. No subdivision or resubdivision of any Lot or combination of Lots shall be permitted except upon prior approval of the Architectural Control Committee; provided, however, that individual Lots may be divided between abutting owners and thereafter each resulting oversize Lot shall be considered as one Lot for all purposes. Nothing herein contained shall prohibit the construction of single residence on two or more Lots, in which case such Lots shall be considered as one for all purposes.

SECTION 10. BUILDING TIME. Building construction is to start no later than eighteen (18) months from the date of the original purchase of the Lot.

SECTION 11. EASEMENTS. Easements are expressly reserved along

side yards between Dwellings, as shown on the recorded plat, for the installation, maintenance and operation of drainage facilities, utility services and for the use and enjoyment of Owners.

Utility Easements are reserved for construction, installation and maintenance of Utility Services as shown on Exhibit "A" attached hereto.

It is the intent of the Declarant to provide to the Owners of each Dwelling the maximum possible use and enjoyment of side yard easements. Therefore, an exclusive right of use and enjoyment is reserved for Owners as follows:

Where a Dwelling is constructed with a side wall having no windows, the Owner of that Dwelling shall grant to the Owner adjacent the exclusive right of use and enjoyment of the land between the dwellings that is encompassed by a fence. The Owner granting the easement reserves the right of reasonable access to inspect, maintain or repair his Dwelling. The Owner receiving the easement will not attach anything to the wall of the Dwelling adjacent, neither will the Owner perform any act that will cause damage to the Dwelling of the Owner granting the easement.

The easements are specifically reserved on the following Lost as shown on the Plat for

SouthRidge Unit 2, as recorded in Cabinet B, Slide 171, of the Plat Records of Cherokee County:

Block 1, Lots 18 thru 31 inclusive.

Block 2, Lots 12 thru 23 inclusive.

ARTICLE VI

ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. The types of residences permitted shall be one detached Single Family Dwelling per Lot not more than two stories or 37' in height from the finished slab. No other type of residential construction

will be permitted to be constructed on the Lots. Carports are prohibited on any Lot. All structures shall be of new construction. No mobile trailer, modular or prefabricated homes shall be delivered or erected on any Lot in this Subdivision. The intent of this clause shall be to preclude the use of "manufactured" houses either delivered in whole or in components for erection on site. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. Upon any failure to do so the Declarant and/or Architectural Control Committee shall have explicit right to the remedies available to it, as outlined herein.

SECTION 2. LIVING AREA REQUIREMENTS. The area of any dwelling, exclusive of open porches and garages, shall contain no less than 900 square feet.

SECTION 3. LOCATION OF RESIDENCE ON LOT. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street than the minimum building setback lines described below. No front of any dwelling shall be closer than 17 feet from the property line and no dwelling shall be closer than 15 feet from any other dwelling. No garage entry may be closer than 20 feet from the front property line or 15 feet from a side property line. On lots having side yards along a street, the building setback shall be 15 feet. For the purposes of this Covenant, eaves, steps, and patios shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these Restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Unless permitted by the Architectural Control Committee, each main residence building will face the front of the Lot.

SECTION 4. GARAGE AND ACCESSORY BUILDINGS. Each dwelling erected will include a minimum of a one car garage. All garages shall be a

part of the residence or shall be attached thereto by a breezeway or porte-cochere. Set back restrictions herein provided shall likewise apply to such garages. Provided, however, that garages may be detached with written approval of the Architectural Control Committee. No garage or accessory building shall exceed in height of the dwelling to which it is appurtenant without the written consent of the Committee. Every garage or permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. All garages whether single car or double car garages must remain as garages and not converted to living space. Garage doors must remain closed at all times except for immediate ingress and egress.

SECTION 5. TEMPORARY BUILDING. Temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

SECTION 6. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage or garages to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. For dwellings with a double garage, no driveway shall be wider than 20 feet in width or less than 16 feet in width. For homes with a single garage, no driveway shall be wider than 13 feet in width or less than 10 feet in width. All driveways shall be constructed with concrete material and shall not be less than four (4) inches thick.

SECTION 7. ROOFS. All buildings constructed on said property will provide for a roof pitch of 6" in 12" minimum and 12" in 12" maximum. Any deviation of roof pitch must be approved by the Architectural Control Committee. The roof may be constructed with concrete tile or 20 year limited warranty composition shingles, or as approved by the Architectural Control Committee..

SECTION 8. MINIMUM MASONRY. The exterior walls of each building, exclusive of doors, windows, gable areas or porches, shall not be less than 60% brick or brick veneer construction, all of which the Architectural Control Committee must approve the type and color.

SECTION 9. FENCES. Fencing shall be erected and finished prior to occupancy. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as designated on the Subdivision Plat or approved by the Architectural Control Committee. All fence specifications must be approved by the Architectural Control Committee. Side and rear yard fences on all lots (except as noted below) shall be constructed of wood or masonry only and shall be six feet in height.

Fences shall be constructed and completed prior to occupancy.

SECTION 10. GRASS, SHRUBBERY AND FENCING. The Builder on each Lot shall spot sod, seed, hydromulch or sprig with grass the area between the front of his residence and the curb line of the abutting Street prior to occupancy or completion of construction, whichever shall occur first. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. If not mowed and edged by the Owner after written request to do so is made by the Architectural Control Committee, then the Architectural Control Committee and/or the Declarant shall have the right to cause the mowing and edging to be performed at the Owner's expense. Dead or damaged trees, which might

create a hazard to property or persons within the Subdivision shall be promptly removed or repaired. If not removed by Owner upon request, then the Declarant or Architectural Control Committee may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. Owners of residences shall maintain all fences or other enclosures as constructed.

SECTION 11. SEWAGE DISPOSAL. Each Single Family Dwelling shall be required to connect and use the sewer system provided for SouthRidge. Individual septic disposal systems are strictly prohibited on individual Lots.

SECTION 12. 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 six (6) square feet advertising the particular Lot and house on which the sign is situated for sale or rent. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 13. EXTERIOR ANTENNAE. No radio or television wires or antennae shall be placed on any Lot between the Dwelling and adjoining Street. There shall be no free standing antennas. Antennae located upon a Dwelling shall be located behind, and not higher than, the center ridge line of the roof of the Dwelling and shall not be located on that portion of the roof of a Dwelling fronting a street, and shall be placed so that same are not visible from any street.

SECTION 14. CURB RAMPS. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

SECTION 15. AIR CONDITIONING. No window or wall type air conditioners visible from the Street shall be permitted.

SECTION 16. DWELLING DESTRUCTION. If any Single Family Dwelling is destroyed or partially damaged by fire, wind, flood or other acts of God, the Dwelling must be either rebuilt, repaired and/or the debris from such damage be removed from the Subdivision within six (6) months from the date of the damage.

SECTION 17. EXTERIOR PAINT. The exterior surfaces of Dwellings shall not be painted unless the Architectural Control Committee gives its prior written approval of the color of paint to be used. The purpose of this covenant is to maintain consistency of the exterior paint colors of the Dwellings throughout the Subdivision. All exterior wood or siding shall receive at least two coats of paint or sealer at the time of construction. Accordingly, the Committee shall not be obligated to approve of any color or exterior paint that is different from the original paint applied to the exterior of the Dwellings.

SECTION 18. EXCEPTIONS TO RESIDENTIAL USE. Notwithstanding anything to the contrary herein, Developer reserves unto itself, its heirs, successors and assigns, and its or their designated agent or agents, the right to use any unsold Lot or Lots for storage and use of construction equipment and materials.

SECTION 19. ENFORCEMENT OF COVENANTS AND RESTRICTIONS. In the event of violations of any covenant or restriction herein by

any Owner or occupant of a Dwelling on 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, painting and Lot maintenance after such notice, the Declarant and/or the Architectural Control Committee shall have the right (but not the obligation), through its agents or employees, to repair, maintain, and restore the Lot and the exterior of the Dwelling or any other improvement located thereon. Declarant and/or the Architectural Control Committee may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, attorneys fees, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, and payment thereof shall be secured by a lien retained herein favor of the Declarant, Architectural Control Committee and the Owners of the development, and enforceable as established in of these Restrictions. The Architectural Control Committee shall have the authority to inspect the erection of each dwelling upon the Lots comprising a part of said Subdivision, and to require the owner and contractor to discontinue the erection of such dwelling until the above requirements have been complied with. The Declarant and/or the Architectural Control Committee, its 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 their duties and other work authorized herein.

ARTICLE VII

ENFORCEMENT

The Declarant, Architectural Control Committee or any Owner, on behalf of the development, shall have the right to enforce, by any proceeding at law or

in equity, the covenants and restrictions contained herein. Such action in the enforcement of the covenants stated herein and the obligations of a Lot owner herein and/or the enforcement of the lien hereinabove reserved may be taking either or both of the following actions, concurrently or separately:

A. An action at law in recovery of judgment against the owner personally obligated under the terms of these restrictions;

B. Enforcement of the above referenced lien against the Lot by any means available at law or in equity, including without limitation a non-judicial foreclosure sale of the Lot, such sale to be conducted in the manner set forth in Article 3810 of the Revised Civil Statutes of Texas, as the same may be amended or supplemented from time to time, the Declarant or any other Owner may be the purchaser at such foreclosure sale.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. TERM. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots has been recorded agreeing to terminate and amend the covenants and restrictions herein.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated. Further, failure to enforce any covenant and/or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 3. GENDER AND GRAMMAR. The singular wherever 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 4. TITLES. The titles of this Declaration contained herein are 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 5. INTERPRETATION. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one of conflicting interpretations, then the interpretations which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

SECTION 6. OMISSIONS. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

SECTION 7. 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, postpaid, to the last known address of the person who appears as Owner of Lot according to the Land Records of Cherokee County, Texas.

SECTION 8. AMENDMENT. This Declaration may be amended at any time hereafter by an instrument executed by the Owners of at least fifty-one percent (51%) of the Lots.

The Declarant shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by

any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

IN WITNESS WHEREOF, this Declaration is executed this 30 day of MARCH, 2004.

DECLARANT FOR SOUTHRIDGE UNIT 2:
CANAAN LAND DEVELOPMENT CORPORATION

By: Stephen E. Conaway
STEPHEN E. CONAWAY, PRESIDENT

ATTEST:

By: [Signature]

(ACKNOWLEDGMENT)

THE STATE OF TEXAS]
COUNTY OF CHEROKEE]

This instrument was acknowledged before me on the 30th day of March, 2004, by Stephen E. Conaway.

Lashley A. Bell
Notary Public, State of Texas

