

PROTECTIVE COVENANTS
§ KNOW ALL MEN BY THESE
PRESENTS:

COUNTY OF HARRIS §

That Friendswood Development Company, an Arizona corporation with a permit to do business in the State of Texas, having an office in Houston, Harris County, Texas, hereinafter called "Friendswood", being the owner of that certain tract of land, containing 24.808 acres out of the Section 17, A-908, W.C.R.R. Co. Block 2 Survey, Harris County, Texas, which Friendswood has platted into a subdivision known as Deerfield Village, Section 6, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 343, Page 40 in the Map Records of Harris County, Texas, to which reference is here made for all purposes, does hereby establish, adopt and promulgate the following Protective Covenants (PC) which shall be applicable to said subdivision. – **Attorney Michael Gainer to edit, define DVCA.**

The purpose of these Protective Covenants (PCs) is to provide rules (the deeds restrictions), architectural requirements and enforcement guidelines to ensure that the quality and aesthetics of the Deerfield Village Community Associations (DVCA) community are maintained.

This document is organized as follows:

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| Section I | Maintenance and Use – Items to be adhered to and enforced |
| Section II | Architectural Control – Requirements for alterations and enhancements |
| Section III | Enforcement and Administration – Legal basis and guidelines for enforcement |
| Section IV | Definitions and Abbreviations |

The Deeds Restrictions Committee (DRC) is an organization established by the DVCA By-laws and the DVCA Board to monitor compliance and enforce these protective covenants. The DRC counts on and expects the residents to maintain an attractive property and to be respectful of their neighbors. It relies on the residents' pride in ownership and care for our neighborhood. The activities of the DRC are to ensure compliance and to deal with situations where that is not the case.

Members have the right to appeal to the Board in a timely manner about any decision made by DRC that they disagree with or are concerned about.

SECTION I Maintenance and Use

This section describes the expectations and requirements regarding condition, use, and maintenance of each member's property. Resolving some of these issues will require that an Architectural Approval form (AA) be submitted to and approved by the DRC. The AA approval process is described in Section II.

1. **General Principles** - No noxious or offensive activity nor any security or safety issue of any sort shall be permitted, nor shall anything be done on any lot, which may be or become an annoyance or nuisance to the neighborhood.
2. **Single Family Use** - Each lot shall be used only for single family residence purposes, and no such residence shall be constructed on less than the equivalent of one full lot. Rentals and business use are referenced below. A "single family residence" is one that only houses "immediate family members" where an immediate family member is defined as a parent; sibling; child by blood, adoption, or marriage; spouse; significant other, grandparent or grandchild.

3. **Rentals** -

Home Rentals - The rental of a residence must be for single family residential use, and the rental term or lease term may not be less than one hundred eighty (180) continuous days. The Homeowner must notify DVCA of the property rental period and renters contact information and submit a release form of DVCA amenities.

Room Rentals - No part of the main structure, garage, or garage apartment shall be used as a second dwelling unit for rental purposes, unless it conforms to the provisions of single family use described in item (1) one above. The occupancy of any room for rent or lease by any person other than a single family residence member, as defined above, is prohibited.

4. **Business Use** - No activity shall be carried out on any lot which is not related to single family residence purposes. This includes activities such as having a store front or showroom, having non-resident employees or contractors that work from your home, holding visible business inventory or debris, building/manufacturing of products, using or advertising your property address as a business, having commercial deliveries, providing parking on your driveway, street or common area for employees and clients or having additional structures for business purposes.

Single family residence purposes do allow for some business-related activities to take place. Examples include remotely working for an employer or for yourself, and/or handling business-related activities such as communications, documentation and paperwork, accounting, etc. that is done by a member of the household inside the home.

No signs advertising a business shall be visible from the street or common area.

5. **Easements** - Easements for installation and maintenance of utilities (including perimeter fence and aerial easements) are reserved as shown and provided for on the recorded plat and/or provided by instruments of record or to be recorded, and no permanent structure shall be erected on any of said easements. Neither DVCA nor any utility company or governmental entity using the easements shall be liable for any damage done by either them or their assigns, their agents, employees or contractors to shrubbery, trees, flowers or improvements of the owner located on the land within by said easements.

6. **Permanent or Semi-Permanent Storage** - No boats, trailers, campers, buses, recreational vehicles, inoperable vehicles of any kind, camper rigs off trucks, boat riggings or other similar items shall be parked or stored permanently or semi-permanently on any public street, right-of-way or driveway. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence. Semi-permanent storage is hereby defined to be visible on the property for a period of 72 hours or longer.

Storage for construction, moving, or disposal purposes, such as storage pods, dumpsters, etc., must be approved by the DRC. Any portable toilets shall be approved by the DRC.

7. **Animals** - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other common household pets, provided they are not kept, bred or maintained for commercial purposes or in unreasonable numbers. All animals or pets must be leashed or restrained within an adequate enclosure.

Notwithstanding the foregoing, no animals or fowl may be kept on the property which result in an ongoing annoyance or are obnoxious to residents in the vicinity.

8. **Landscape** - All houses in DVCA are required to have safe, reasonable and attractive landscaping as described below:

- a. Live grass and/or live natural ground cover and/or xeriscaping shall be required between the curb in front of the lot and the front building setback (excluding landscape beds) and, in the case of a corner lot, between the curb adjacent to the side street and the side building line (excluding landscape beds). Large patches of bare dirt are not acceptable and must be restored.
- b. The outside perimeter visible from the street or common area of the house shall have a landscape bed of plants, shrubs and/or bushes, (Minimum of 3 feet out from the exterior wall). Beds with only grass or dirt are not allowed.
- c. All front yards shall have at least two trees.
- d. For safety, no object or thing shall be placed or planted on corner lots which obstructs sight lines at elevations between two (2) and six (6) feet above the top of the street curb within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extension thereof).
- e. No trees shall be cut down or removed without prior DRC Approval, except to remove dead or diseased trees or provide room for permanent improvements.
- f. Landscape borders and edging materials are allowed to be metal, resin or composite edging, stone, river rock, bull rocks, pavers, bricks, and landscape timbers.
- g. No landscape barrier in front of the setback line is allowed,

9. **Yard Maintenance** - All lots shall be kept at all times in a sanitary, healthful, safe and attractive condition, and the owner or occupant of all lots shall keep all lawn areas cut and edged.

- a. Yard maintenance must be done regularly to maintain a reasonable height, edging all hard surfaces, removing dead debris, sweeping, raking, and weeding sidewalk, walkway, and driveway expansion joints as needed.
- b. Yard debris must be collected and put out for trash collection no earlier than the night before

collection day. Residents shall follow the current trash company waste collection guidelines.

- c. Shrubs, hedges and trees must be maintained. Those that are dead must be removed.
 - d. Plant beds must be maintained by proper weeding and pruning.
 - e. Curbs and streets shall be kept free of leaves, litter, and debris.
 - f. No burning of garbage, trash or rubbish is allowed.
 - g. All yard equipment, wood piles or storage piles shall be kept screened so as to conceal them from view of neighboring lots, streets or other property.
 - h. Lawn and recreational equipment must be kept out of view when not in use.
 - i. In the event of default on the part of the owner or occupant of any lot in observing the above requirements, DVCA may hire someone to enter the lot and remedy those situations. The Homeowner will be charged for these services.
10. **Items in View** – Items such as (but not limited to) totes, junk, mulch bags, trash cans, lawn tools, coolers, excessive yard décor, tire swings, hammock, construction debris, auto accessories and sports equipment must be stored out of view from the street or common area.
11. **Air Drying and/or Clothes Lines** - The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playground or other facilities where the rear yard or portion of the lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.
12. **Signage** - Only specific quantities and types of signs are permitted. Each specific type of sign must comply with specific regulations listed below. Signs shall have no commercial advertisements, billboard or advertising structure of any kind displayed to the public view on any portion of the properties. The DRC will require removal of signs which have deteriorated or have not been maintained. The DRC has the authority to remove or cause to be removed a sign displayed in violation of this policy at the owner's expense.
- a. Only one (1) “For Sale or “Lease” sign on Owners lot, not exceeding 2’x3’ in area. The sign must be fastened to a stake(s) or post on the ground and extend to no more than five feet above the surface of the property for sale.
 - b. Only two (2) “No Trespassing or No Soliciting” signs are permitted, one in the yard and one attached to the house or fence. The sign(s) must not exceed a maximum of 144 square inches (e.g. 12”x12”). The placement must be near ground level or attached to the house or fence. Color shall be black with gold, silver or white letters.
 - c. Home security signs shall be permitted for the purpose of warning of the presence of a home security system. One sign shall be allowed at each entrance. For example, one sign at the front entryway, and one sign for any side entryway. Signs must be maintained in good condition.
 - d. Community, local elementary, middle, and high school youth affiliated sports and any activity sign approved by the Board shall be permitted. Signs must be located in the landscaping beds and blend in with the existing shrubbery or trees. Signs are to be no larger than forty-two (42) inches in height above the natural ground nor be wider than eighteen (18) inches. One (1) sign per child is permitted.
 - e. Only two (2) “Beware of Dog” signs are permitted and should be attached to your fence or gate

going to the area where the dog(s) are present, generally a back or side yard. The signs should not be larger than 12"x12".

- f. Signs that contain language, graphics or any display that is patently offensive are not allowed.
 - g. No lighted signs are permitted.
 - h. No signs are permitted in windows.
13. **Dishes & Antennae** - Devices for transmitting or receiving radio, television, or other electronic signals, including satellite dishes, shall not be permitted unless located so as not to be visible from any public street. If located on a roof, such device shall in addition be located to the rear of the roof ridge line and/or gable of the main structure and shall not extend above the highest point of such structure. A satellite dish shall not be installed on a property line. If pole-mounted, the overall height of the finished installation (to the highest point of the antenna) may not exceed eight (8) feet nor be closer than ten (10) feet to any property line.
14. **Garbage Cans, Bags and Recycle** – Garbage cans, bags and recycle bins must be kept out of view and moved to the curb no earlier than the night before collection day and stored out of view by the morning after collection day. Residents are not allowed to accumulate or burn garbage.
15. **Fence Maintenance** – All fences shall be maintained at all times in a sanitary, healthful, safe and attractive condition.
- a. All fence repairs or replacements for major repairs must be approved by the DRC before work has begun.
 - b. All fence repairs must be consistent with the existing fence design.
 - c. The community perimeter fence is subject to separate easement agreements with those property owners who are affected on the Deerfield perimeter. Refer to those documents.
16. **Sidewalks, Walkways & Driveways** – All sidewalks, walkways and driveways, including expansion joints, shall be maintained in a sanitary, healthful, safe and attractive condition. See Definitions Section for more clarification of Sidewalks, Walkways, Driveways, etc.
- a. All sidewalks on your property are the homeowner's responsibility to maintain. Sidewalks on the Common areas that belong to DVCA are the responsibility of DVCA.
 - b. All driveways, walkways, driveway approaches and/or sidewalk repair, replacement, expansion and/or modification project(s) of any kind is/are subject to the approval of the DRC. No such project may commence unless approved in advance and in writing by the DRC.
 - c. Uneven or severely cracked sidewalks, walkways and driveways must be repaired or replaced. Broken concrete or sections which have lifted or settled and created a trip hazard must be repaired or replaced. Where appropriate, concrete raising is permitted.
 - d. Excessive oil or rust stains, mildew, or dirt must be cleaned. Staining or discoloration will be considered excessive when it is clearly noticeable and more than what exists with normal care.
 - e. Driveway surface treatment is permitted if material and color is approved by DRC in advance.
 - f. Existing driveways, sidewalks and front walkways must be maintained or replaced in kind, when needed, unless it conflicts with other requirements in this section. They cannot be permanently removed.
 - g. Repairs to or replacements of a driveway, driveway approach, walkway or sidewalk may not contain asphalt or exposed aggregate concrete.
 - h. Any driveway extensions must not be gravel.

17. **Residential Dwelling and other Structures**

The exterior of the residential dwelling, garage and any other structures or improvements on a lot shall be kept in an attractive condition and not be permitted to become substantially damaged, faded, mildewed, or weathered. This includes, but is not limited to, siding, windows, doors, bricks, garage doors, gutters, eaves, mailboxes, roofs, shutters, screens, or decks. Every effort should be made to match the existing material or color (paint, brick, mortar, etc.). Changing the existing color or material or repainting/replacing a major section of the entire structure requires approval from the DRC. No temporary structures may be used as a residence.

18. **Exterior lighting**

All exterior lighting fixtures must be maintained in good condition. Homeowners are responsible for ensuring that their lighting is functional, safe, clean, and does not detract from the community's appearance. Temporary lighting arrangements should be securely installed and not pose a safety hazard.

- a. Event lighting can be used 72 hours before and shall be removed within 48 hours after the event. Examples include but are not limited to Valentine's Day, Easter, 4th of July, Saint Patrick's Day, Super Bowl, World Series, birthdays, baby showers, etc.
- b. Halloween seasonal lighting can be used from October 10th through November 15th.
- c. Holiday seasonal lighting can be used from November 15th through January 15th.
- d. Flashing lights can only be used for seasonal or event lighting displays.

19. **Roof & Roof Additions**

Roofs must be properly maintained. All missing, cracked, curled, or otherwise deteriorated shingles must be replaced. Patching of an existing roof will not be approved by the DRC unless the patching can be installed to match the style, color, and shade of the existing roof, without noticeable difference as determined by the DRC.

20. **Parking**

Parking of any vehicle or trailer is only allowed in the driveway or street. Parking off the driveway, in the yard or on the grass (either fully or partially) and visible from the street or common area is strictly prohibited.

SECTION II. **Architectural Control**

This section describes the requirements associated with changes made to the exterior of a member's property. Architectural Control is critical for maintaining the quality and aesthetics of the DV community. To that effect, most exterior changes are subject to an architectural approval process that requires those changes be communicated to the DRC via an Architectural Approval form (AA). An AA form must be filled out, submitted, and approved by the DRC before any work is begun. The AA needs to be submitted in a timely manner and will be evaluated and approved by the DRC within the time described in Section III.7. This process is described in the online "Deeds Primer".

1. **Single Family Residence** - No building shall be erected, altered or permitted to remain on any lot other than one detached single-family residential structure not to exceed two stories in height. Each residence shall have a private garage for not more than three cars, which garage shall not exceed the main residential structure in height or number of stories. No residence shall be constructed on less than the equivalent of one Lot as shown on the Plat. Garage additions may have an exterior stairway and landing but shall not have a balcony.
2. **Dwelling Size** - The living area of the main residential structure, exclusive of porches, garage, and garage apartments shall be not less than 1,800 square feet for a one-story dwelling nor less than 2,200 square feet for a two-story structure. The dwelling shall not be oversized for the lot and shall be harmonious in size with the rest of the community.
3. **Dwelling Location** - No building shall be located on any lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side or rear street line. Subject to the provision of Paragraph 6, no building shall be located nearer than five (5) feet to an interior lot line, except that a garage or other permitted accessory building located seventy-five (75) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

DVCA, at its sole discretion, is hereby permitted to approve deviations in building setback lines as set out above and building area and location in instances where, in its judgment, such deviation will result in a beneficial use which is not averse to the subdivision as a whole. Such approvals must be granted in writing.

4. **Lot Consolidation** – Lot consolidation is not allowed.
5. **Building and/or Improvements** - No building or improvements (including mail boxes and mail box supports) shall be started, erected or placed, or changes made in the existing design, on any lot until the construction plans, specifications and location of the structure or improvements have been submitted to and approved in writing by DRC.

Such approval shall be subject to these Protective Covenants with regards to quality of materials, color, harmony of external design with existing and proposed structures and the applicable Texas Minimum Construction Standards.

Any approval of such plans is only to ensure the above compliance and specifically, but not without limitation, shall not be construed as any representation by DVCA, as to, or responsibility for, the design, safety or quality of the improvements or the ultimate construction thereof.

6. **Easement(s)** - Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and/or provided by instruments of record or to be recorded, and no structure shall be erected on any of said easements. Neither DVCA nor any utility company or governmental entity using the easements shall be liable for any damage done by either of them or their assigns, their agents, or employees to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

Easements for utility service may be crossed by driveways, sidewalks and walkways provided the person seeking to cross the easement makes prior arrangements with the utility companies that provide and installs any necessary conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easements for the service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither DVCA nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, contractors, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the owner located on the land covered by said easements. (ask Gainer if needed)

7. **Non-Perimeter fences and gates** – No side or rear fence with an end cap shall exceed eighty (80) inches in height as measured from the existing ground. This maximum measurement shall be made where the fence adjoins the house; if necessary, the fence shall be adjusted accordingly so it does not exceed eighty (80) inches in height at any point on the property. No side or rear fence without an end cap shall exceed seventy-eight (78) inches in height as measured from the existing ground. This maximum measurement shall be made where the fence adjoins the house; if necessary, the fence shall be adjusted accordingly so it does not exceed seventy-eight (78) inches in height at any point on the property. Rot Boards can be six (6) or twelve (12) inches at the bottom provided the fence does not exceed the maximum height of seventy-eight (78) inches or eighty (80) inches, if an end cap is used. Posts shall be four (4) by four (4) or six (6) by six (6) and be pressure treated wood. All other wood components must be cedar or pressure treated wood and installed on the street or common area side, so rails are not seen in any way from the street or common areas. Galvanized posts are allowed but must not be seen from the street or common area. Wrought iron fences are allowed but must use wrought iron posts and cannot be higher than the wood fence it connects with. If staining or painting, a sample shall be submitted for approval. No fence shall be of wire or chain-link construction. Residents shall follow the existing contour of the lot and cannot change the elevation, although some trenching or fill-in may be necessary to level the fence, not to adversely affect drainage. Residents shall document any existing topographical deviations on their lot on the request for architectural approval. Wrought iron or wood fence gates are allowed. Wood shall match the existing fence and gate height shall match the adjacent fence. If screening behind the gate is used, screen must match the wrought iron color, attractive, solidly attached behind the gate and opaque (not see through). Any deviations require DRC approval.
8. **Driveways, Walkways and Sidewalks** – Each driveway and each sidewalk are to be constructed of concrete, unless either brick, stone, pebbles, or stamped concrete is approved in advance and in writing by the DRC. A driveway approach, driveway, walkway or sidewalk may not contain asphalt. Exposed aggregate is only allowed on walkways. Any driveway, driveway approach, walkway and/or sidewalk replacement, expansion and/or modification project(s) are subject to the approval of the DRC. No such project may commence unless approved in advance and in writing by the DRC. The DRC has full authority to approve the dimensions, configuration, type and color of construction materials of any driveway, driveway approach, walkway and/or sidewalk. See definitions for clarification of Driveways, Walkways, Sidewalk, etc..
9. **Outbuilding and Play Structures** – Any building or structure, other than the main residence and garage, shall be limited to eight and one-half feet (8.5') in height from the top of the foundation to the top of the structure and/or not to exceed nine feet (9') in height from the original ground level elevation to the top of the structure. Exceptions not to exceed a maximum height of ten feet (10') from the original ground level

elevation may be made for gazebos, trampoline safety nets, playsets and forts or other items, if approved in advance and in writing by the DRC. Notwithstanding the foregoing, regarding any and all such structures, a written application accompanied by detailed plans and specifications, elevations and a site plan are required to be submitted, and the advance written approval of the DRC must be received prior to commencement of any such construction or project.

Outbuildings and Play Structures shall not be located in the front yard and should be screened from public view to the maximum extent possible by permanent structures (such as the house, garage, or fences).

10. Exterior lighting – The following exterior lighting requirements are presented to enhance safety, security, and aesthetics and maintain the residential character of the community. Any exterior lighting that may disturb neighbors and presents a nuisance should be discussed between neighbors to come to a mutually agreeable resolution. **Refer to Section I.18 Maintenance and Use for additional information.**

a. **Acceptable Types of Exterior Lighting:** *Items a-f can be installed without DRC Approval..*

- a) Pathway lights
- b) Accent lighting for landscaping
- c) String lighting:
 - i. Seasonal string lighting is allowed but restricted to requirements in Section I.18 Maintenance and Use.
 - ii. Permanent string lighting is restricted to back yard or side yards behind the building setback line.
- d) Security lights
- e) Porch and entryway lights
- f) Seasonal or special event lighting
- g) Decorative fixtures that are permanently installed. This type of fixture includes soffit lighting, also known as eave lighting, which provides downward or outward facing illumination typically mounted along the soffit or eave portions of the house. Other similar types of permanent outdoor lights that are primarily decorative in nature but can also be used for security purposes are included in this lighting category. Such lighting shall complement the architectural style of the home and of the community. This type of lighting requires approval of the DRC.

b. **Placement and Design:**

- a) All exterior lights shall be strategically placed to enhance visibility and security without causing glare or disruption of a neighboring property.
- b) Fixtures shall complement the architectural style of the home.

11. Roof and Roof Additions – All roof repairs and roof replacements must be approved by the DRC before work is begun.

- a. Roof shingles must be architectural style shingles. Some composite, metal, or alternative materials may be acceptable. Three-tab shingles are not allowed. A minimum thirty (30) year warranty is required.
- b. Roof shingles generally are brown, black, or gray in tones. Other colors may be allowed, subject to the DRC's advance written approval. The same vendor color shingle shall be used throughout the roof. The color of the roofing material must be of an acceptable shade and be harmonious with the residence and the community in general. Samples of some DRC approved colors may be seen at the Deerfield Village office.
- c. Gutters, if used, must be firmly and evenly attached to the eave and be harmonious with the house.

12. **Construction Related Storage** – Storage for construction, moving, or disposal purposes, such as storage pods, dumpsters, etc., must be approved by the DRC. Any portable toilets shall be approved by the DRC.

SECTION III

Enforcement and Administration of the Protective Covenants

This section describes the legal rights and responsibilities associated with these Protective Covenants. The actual processes used by the DRC to enforce the PCs are based on DVCA Board approved Policy.

1. **Covenant Continuity** – These covenants are to run with the land, and shall be binding upon Deerfield Village Community Association (DVCA) and its successors and assigns and all persons claiming under them and all subsequent property owners of said above described lands, and any part of same, for a period extending until ~~June 30, 2010~~ **Enter actual date**, at which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them; provided, that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the property involved in such breach of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and each and all of such restrictive conveyance shall be valid and binding upon the respective grantees.
2. **Enforcement** – Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory or to obtain any other relief authorized by law. Such enforcement may be by the owner or owners of any of said lots or by DVCA or its successors or assign, or by DVCA collecting and administering the Community Services Charge.
3. **Covenant Endurance** – Invalidation of one or more of these covenants, by judgment or court order or otherwise, shall in no way affect any other covenant, restriction or condition, but all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.
4. **Liens** – It is specifically provided that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, or other lien acquired and held in good faith upon said lots or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein contained.
5. **Deviations** – DVCA or its assignee, at its sole discretion, is hereby permitted to approve deviations in the PC hereinabove set out where, in its judgment, such deviations will result in a beneficial use which is not adverse to the subdivision as a whole. Such approvals must be granted in writing and when given, will become a part of these restrictions.
6. **Assignments** – DVCA hereby retains the right to assign its rights, in whole or in part, to approve or disapprove plans and specifications, location of structures and all other necessary documents or approvals required to be submitted to an architectural control committee, which may be appointed annually by the Board of Trustees of DVCA. In the event DVCA elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing, executed and acknowledged by the proper officers of DVCA and placed of record in the appropriate records on the County Clerk of Harris County, Texas.

7. **Architectural Application Approval** – In the event DVCA fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt thereof, approval will not be required, and the related covenants set out herein shall be deemed to have been fully satisfied.
8. **Parking & Towing** – DVCA will be responsible to maintain and publish a **Towing policy**, which will describe where parking is prohibited or restricted on DVCA’s private property, which includes parking lots, Patio Home streets and common area. This policy will define the restricted parking areas, the parameters of the violation, its enforcement and homeowners’ responsibility to notify their guests of violations and enforcement actions. DVCA may employ a warning system of some type (sticker, letter, visit by security company) for residents and their guests, before taking enforcement action, such as towing the vehicle. In the Patio Home Section or parking lots, DVCA may mark areas where parking is prohibited at all times in red or during certain hours in yellow. Towing signs must be posted at entrances and exits in compliance with applicable law. **DVCA may tow without notice for safety issues, such as parking in a fire lane, within 15 feet of a fire hydrant, within 20 feet from a marked or unmarked intersection/crosswalk, blocking driveway access, blocking mailbox access, blocking emergency vehicle access and blocking ingress/egress to or from a private parking lot/street.**
9. **Community Services Charge** – Reference is hereby made to the Community Services Charge applicable to Deerfield Village, Section One, created by that certain instrument executed by Friendswood Development Company, dated October 9, 1975, and recorded in the Office of the County Clerk of Harris County, Texas, under File No. E565236, Film Code No. 128-14-1252, Official Public Records of Real Property of Harris County, Texas, and that certain annexation instrument dated 7/25/89 and filed under Clerk's File No. M263944, Film Code No. 153-71-1997 in the Official Public Records of Real Property of Harris County, Texas, and the provisions of such instruments creating said Community Services Charge are hereby incorporated in these Protective Covenants as if set out herein in full. Such provisions shall be binding upon each respective lot and all succeeding owners thereof from and after the delivery of the deed to each such lot regardless of whether or not such provisions are contained in such deed and may be enforced against the owners of such lot in the same manner as the restrictions and covenants herein contained.
10. **Yard Maintenance Compliance** – In the event of non-compliance on the part of the owner or occupant of any lot in observing any of the Yard Maintenance requirements, DVCA or its assignee, may without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful, safe and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work. DVCA at their discretion may come back and repeat this action until the end of the calendar year, without further notice. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such a statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the property owner, a vendor's lien and a continuing and contractual lien, enforceable through judicial proceedings, are herein and hereby retained against the above-described property in favor of DVCA or its assignee but inferior to any purchase money lien or mortgage. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through other court proceedings shall not cut off and extinguish the liens securing said charge which became due and payable prior to such foreclosure date should such funds resulting from the foreclosure be available, and no such foreclosure shall free any lot and/or unit from the liens securing said charge thereafter becoming due and payable; nor shall the personal obligation of the owner prior to foreclosure be extinguished by any foreclosure. (Attorney to review foreclosure verbiage – example of rental or non-homestead property.)

11. **Garage and Estate Sale Restrictions** – DVCA may offer a community-wide garage sale (up to 2 times per year) at which a homeowner or tenant may host a sale at their property or other approved area. The homeowner or tenant must register with the DVCA Office to participate and must pay the required administrative fee. Individual garage sales on any other date not set by DVCA are prohibited. Estate Sales are allowed under certain conditions and must be approved by DVCA. Signs advertising the Estate Sale may NOT be placed on DVCA property or the property of any other homeowner.
12. **Grandfathering** – Features that were legally in place and approved by the AA process prior to the adoption of these new Protective Covenants **are** exempt from these Protective Covenants that no longer allow them (ie. the new rule **will** not apply) based on the principle of “vested rights”.

These include:

- a. Structures like sheds, fences, decks that met the rules at the time of construction
- b. Architectural elements such as porches, window styles, extensions or additions that were approved in the past but no longer meet the updated guidelines
- c. Landscaping choices that were previously acceptable, but are not by the new rules
- d. Exterior paint colors or combinations that were previously accepted but are no longer

The protections of a “grandfathered” situation only last if the feature is well maintained. If it is replaced, repainted or has major repairs done to it, the feature will have to comply with these new Protective Covenants.

For features that were not legally in place and approved when they were installed, grandfathering may not apply. These instances will be reviewed by the DRC to determine whether grandfathering will apply. Factors to be considered will be how long ago the feature was installed, whether the DRC would have approved it, if an AA had been submitted prior to installation, and the impact on the aesthetics of the community.

13. **State Law Information** – Texas state laws exist that offer additional clarification of what a homeowner may or may not do on their property. Since DVCA cannot change this document anytime laws are added or amended, the laws allow DVCA to create and maintain General and Supplemental policies to describe what is allowed, based on these laws. These laws may supersede any language pertinent to a particular section but will not void that section or this document. The general intent is to protect a homeowner when making a change that the State has defined as acceptable, such as, but not limited to solar panels, rain barrels, xeriscaping, political displays, flags, etc., while allowing DVCA to have parameters to protect the general community. **These policies must be posted on the community website and available to all homeowners.**

Section IV
Definitions and Abbreviations

1. AA - Architectural Approval Form - Required to be submitted to and approved by the Architectural Control Committee known in DVCA as the Deeds Restrictions Committee (DRC) prior to undertaking work.
2. ACC - Architectural Control Committee - The state of Texas term for the group charged with approving changes to property to maintain compliance with protective covenants. DVCA Bylaws assign that responsibility to the Deed Restrictions Committee.
3. APPROACH - Is an area, construction or improvement between the roadway of a public street and private property intended to provide access for vehicles from the roadway of a street to the driveway of the private property.
4. COMMON AREA - A section of land that is owned and maintained by DVCA, including DVCA parking lots
5. CSC - Community Service Charge - DVCA Homeowner's Annual Assessment.
6. DRC - Deed Restrictions Committee – The DVCA committee charged with enforcement of protective covenants and approval of changes to property to maintain compliance with protective covenants. (Also called DC or Deeds)
7. DRIVEWAY - A single solid concrete path for vehicles from the street to the garage or home entrance, containing an approach where the street connects to private property.
8. DV - Deerfield Village - The Deerfield subdivision/Community.
9. DVCA - Deerfield Village Community Association - Is a Texas non-profit corporation organized to manage, administer, and enforce the covenants, restrictions, and policies applicable to the Deerfield Village residential subdivision. DVCA is responsible for maintaining common areas, overseeing architectural control, enforcing compliance, and representing the interests of all homeowners within the community.
10. EXPOSED AGGREGATE - When the gravel or stone chips in the concrete mix is partially exposed in the finished surface.
11. PC - Protective Covenant - Is a private agreement that restricts the use of land. These legally binding rules are typically found within real estate deeds or community documents. They “run with the land,” meaning the restrictions are binding on all subsequent property owners.
12. SIDEWALK - A hard-surfaced path for pedestrians at the side of a roadway or street.
13. TMCS - Texas Minimum Construction Standards - The Texas Minimum Construction Standards (TMCS) establish essential guidelines for construction practices, ensuring safety, durability, and compliance with local building codes.
14. WALKWAY - A passage for walking, typically connecting the front or back of a house, leading from the door to the sidewalk, road or driveway.

IN WITNESS WHEREOF Deerfield Village Community Association has caused these Protective Covenants to be executed on July 25, 1989.

DEERFIELD VILLAGE COMMUNITY ASSOCIATION

By Eric Toureilles
DVCA President

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before
me on _____ Eric Toureilles,
President of DEERFIELD VILLAGE
COMMUNITY ASSOCIATION