



## SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT \_\_\_\_\_

**1526 Valley Landing Dr  
Katy, TX 77450-4519**

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller    is    is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? \_\_\_\_\_ (approximate date) or    never occupied the Property

**Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)**

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U
Cable TV Wiring	x		
Carbon Monoxide Det.	x		
Ceiling Fans	x		
Cooktop		x	
Dishwasher	x		
Disposal	x		
Emergency Escape Ladder(s)		x	
Exhaust Fans	x		
Fences	x		
Fire Detection Equip.		x	
French Drain		x	
Gas Fixtures	x		
Natural Gas Lines	x		

Item	Y	N	U
Liquid Propane Gas:		x	
-LP Community (Captive)		x	
-LP on Property		x	
Hot Tub		x	
Intercom System		x	
Microwave	x		
Outdoor Grill		x	
Patio/Decking	x		
Plumbing System	x		
Pool		x	
Pool Equipment		x	
Pool Maint. Accessories		x	
Pool Heater		x	

Item	Y	N	U
Pump: sump grinder		x	
Rain Gutters	x		
Range/Stove	x		
Roof/Attic Vents	x		
Sauna		x	
Smoke Detector	x		
Smoke Detector - Hearing Impaired		x	
Spa		x	
Trash Compactor		x	
TV Antenna		x	
Washer/Dryer Hookup	x		
Window Screens	x		
Public Sewer System	x		

Item	Y	N	U	Additional Information
Central A/C	x			x electric gas number of units: <u>  1  </u>
Evaporative Coolers		x		number of units: _____
Wall/Window AC Units		x		number of units: _____
Attic Fan(s)		x		if yes, describe: _____
Central Heat	x			electric x gas number of units: <u>  1  </u>
Other Heat		x		if yes, describe: _____
Oven	x			number of ovens: <u>  1  </u> electric x gas other: _____
Fireplace & Chimney	x			wood x gas logs mock other: _____
Carport		x		attached not attached
Garage	x			x attached not attached
Garage Door Openers	x			number of units: <u>  1  </u> number of remotes: <u>  1  </u>
Satellite Dish & Controls		x		owned leased from: _____
Security System		x		owned leased from: _____
Solar Panels		x		owned leased from: _____
Water Heater	x			electric x gas other: _____ number of units: <u>  1  </u>
Water Softener		x		owned leased from: _____
Other Leased Items(s)		x		if yes, describe: _____

(TXR-1406) 09-01-19

Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller:  \_\_\_\_\_, \_\_\_\_\_

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**1526 Valley Landing Dr  
Katy, TX 77450-4519**

Concerning the Property at \_\_\_\_\_

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility		<input checked="" type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by:  city  well  MUD  co-op  unknown  other: \_\_\_\_\_

Was the Property built before 1978?  yes  no  unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: composition Age: 1 month (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?  yes  no  unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair?  yes  no If yes, describe (attach additional sheets if necessary): \_\_\_\_\_

See attached inspection reports. By selecting "no," seller is indicating only that seller is not aware of any of the foregoing items. Buyer is encouraged to conduct his or her own inspection and investigation.

**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N
Basement		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>
Exterior Walls	<input checked="" type="checkbox"/>	

Item	Y	N
Floors		<input checked="" type="checkbox"/>
Foundation / Slab(s)		<input checked="" type="checkbox"/>
Interior Walls		<input checked="" type="checkbox"/>
Lighting Fixtures		<input checked="" type="checkbox"/>
Plumbing Systems		<input checked="" type="checkbox"/>
Roof		<input checked="" type="checkbox"/>

Item	Y	N
Sidewalks		<input checked="" type="checkbox"/>
Walls / Fences		<input checked="" type="checkbox"/>
Windows		<input checked="" type="checkbox"/>
Other Structural Components		

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

See attached inspection reports. By selecting "no," seller is indicating only that seller is not aware of any of the foregoing items. Buyer is encouraged to conduct his or her own inspection and investigation.

**Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>
Diseased Trees: <u>oak wilt</u>		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>
Previous Foundation Repairs		<input checked="" type="checkbox"/>
Previous Roof Repairs	<input checked="" type="checkbox"/>	
Previous Other Structural Repairs		<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>

Condition	Y	N
Radon Gas		<input checked="" type="checkbox"/>
Settling	<input checked="" type="checkbox"/>	
Soil Movement		<input checked="" type="checkbox"/>
Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Underground Storage Tanks		<input checked="" type="checkbox"/>
Unplatted Easements		<input checked="" type="checkbox"/>
Unrecorded Easements		<input checked="" type="checkbox"/>
Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Water Damage Not Due to a Flood Event		<input checked="" type="checkbox"/>
Wetlands on Property		<input checked="" type="checkbox"/>
Wood Rot	<input checked="" type="checkbox"/>	
Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Previous treatment for termites or WDI	<input checked="" type="checkbox"/>	
Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Fires		<input checked="" type="checkbox"/>
Termite or WDI damage needing repair		<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*		<input checked="" type="checkbox"/>

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Concerning the Property at \_\_\_\_\_

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

See attached inspection reports. By selecting "no," seller is indicating only that seller is not aware of any of the foregoing items. Buyer is encouraged to conduct his or her own inspection and investigation. Some wood rot at bottom of wall on outside screened porch. WDI report says "sticker showing previous subterranean termite treatment in 1999 and drill holes observed around foundation." Seller replaced roof 11/2019.  
A single blockable main drain may cause a suction entrapment hazard for an individual.

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?**  yes  no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

See attached inspection reports. By selecting "no," seller is indicating only that seller is not aware of any of the foregoing items. Buyer is encouraged to conduct his or her own inspection and investigation.

**Section 5. Are you (Seller) aware of any of the following conditions?\*** (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

**Y N**

- X Present flood insurance coverage (if yes, attach TXR 1414).
- X Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- X Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- X Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- X Located  wholly  partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE AO, AH, VE, or AR) (if yes, attach TXR 1414).
- X Located  wholly  partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- X Located  wholly  partly in a floodway (if yes, attach TXR 1414).
- X Located  wholly  partly in a flood pool.
- X Located  wholly  partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): \_\_\_\_\_

See attached inspection reports. By selecting "no," seller is indicating only that seller is not aware of any of the foregoing items. Buyer is encouraged to conduct his or her own inspection and investigation.

*\*For purposes of this notice:*

*"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.*

*"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.*

*"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.*

*"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).*

*"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.*

*"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.*

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Concerning the Property at \_\_\_\_\_

**Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?\***  yes  no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

**Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property?**  yes  no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

**Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)**

**Y N**

- Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- Homeowners' associations or maintenance fees or assessments. If yes, complete the following:  
 Name of association: Creekstone Community Association, Inc.  
 Manager's name: John Irwin Phone: 281-392-2484  
 Fees or assessments are: \$ 395 per year and are:  mandatory  voluntary  
 Any unpaid fees or assessment for the Property?  yes (\$ \_\_\_\_\_)  no  
 If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:  
 Any optional user fees for common facilities charged?  yes  no If yes, describe: \_\_\_\_\_
- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
 If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): Per previous seller community has pool, tennis courts, and playground.

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See attached inspection reports. By selecting "no," seller is indicating only that seller is not aware of any of the foregoing items. Buyer is encouraged to conduct his or her own inspection and investigation.

Section 9. Seller  has  has not attached a survey of the Property.

Section 10. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?  yes  no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
10/12/2019	Home Insp	Redstar Professional Home Insp- Nick Jones	25
10/12/2019	WDI Insp	Life After Bugs - Nick Jones	2

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 11. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead  Senior Citizen  Disabled
- Wildlife Management  Agricultural  Disabled Veteran
- Other: \_\_\_\_\_  Unknown

Section 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider?  yes  no

Section 13. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?  yes  no If yes, explain: \_\_\_\_\_

Section 14. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?\*  unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

DocuSigned by:  11/9/2019  
Signature of Seller Date Signature of Seller Date

Printed Name: RDFN Ventures, Inc. Printed Name: \_\_\_\_\_

(TXR-1406) 09-01-19 Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller:  \_\_\_\_\_, \_\_\_\_\_ Page 5 of 6

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Concerning the Property at \_\_\_\_\_

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: _____	phone #: _____
Sewer: <u>Cornerstone MUD run by SiEnviro</u>	phone #: <u>832-490-1600</u>
Water: <u>Cornerstone MUD run by SiEnviro</u>	phone #: <u>832-490-1600</u>
Cable: _____	phone #: _____
Trash: <u>Cornerstone MUD run by SiEnviro</u>	phone #: <u>832-490-1600</u>
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	phone #: _____

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

_____ Signature of Buyer	_____ Date	_____ Signature of Buyer	_____ Date
_____ Printed Name:	_____ Printed Name:	_____ Printed Name:	_____ Printed Name:



# Notice to a Purchaser of Real Property in a Water District

Note: This Notice should be completed and given to a prospective purchaser prior to execution of a binding contract of sale and purchase, should be executed by the seller and purchaser and should be attached as a separate portion of a purchase contract. Please see NOTE at bottom of page.

1) The real property, described below, that you are about to purchase is located in the Cornerstones MUD District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.30 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$N/A on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued in \$8,045,000.00, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$4,765,000.00.

2) The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$N/A. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

3) Mark an "X" in one of the following three spaces and then complete as instructed.

- Notice for Districts Located in Whole or in Part within the Corporate Boundaries of a Municipality (Complete Paragraph A).
- Notice for Districts Located in Whole or in Part in the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities and Not Located within the Corporate Boundaries of a Municipality (Complete Paragraph B).
- Notice for Districts that are NOT Located in Whole or in Party within the Corporate Boundaries of a Municipality or the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities.

A) The district is located in whole or in part within the corporate boundaries of the City of \_\_\_\_\_ . The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

B) The district is located in whole or in part in the extraterritorial jurisdiction of the City of Houston . By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

4) The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows: LT 3 BLK 3 CREEKSTONE SEC 2

	11/9/2019	
Signature of Seller	Date	Signature of Seller
<u>RDFN Ventures, Inc.</u>		

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

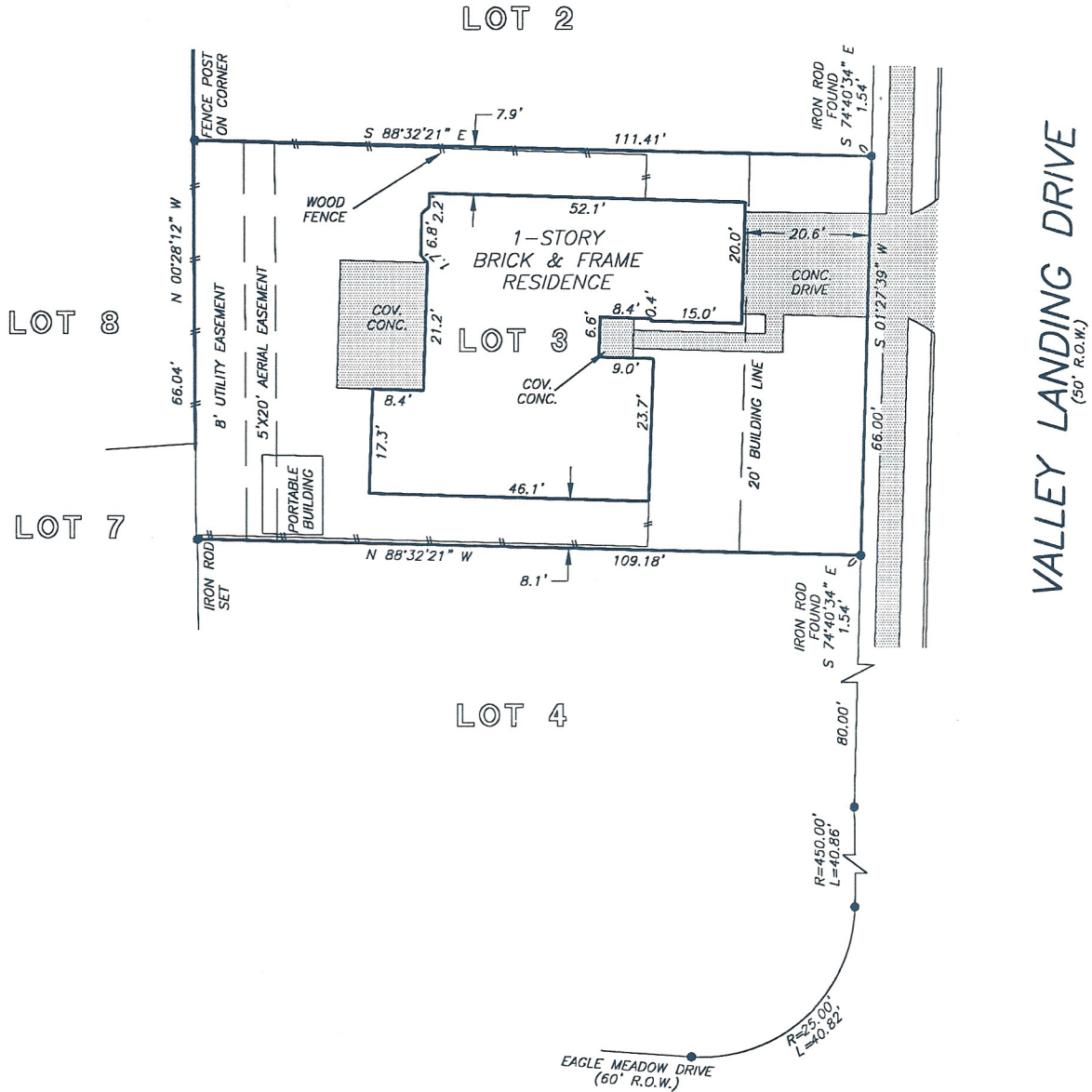
	Date		Date
Signature of Purchaser		Signature of Purchaser	

NOTE: Correct district name, tax rate, bond amounts, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 1, 2019" for the words "this date" and place the correct calendar year in the appropriate space.

GF NO. 9975305402 ALAMO TITLE  
ADDRESS: 1526 VALLEY LANDING DRIVE  
KATY, TEXAS 77450  
BORROWER: LEWIS C. UNGER AND  
MARY LOU UNGER

# LOT 3, BLOCK 3 CREEKSTONE, SECTION 2

ACCORDING TO THE MAP OR PLAT THEREOF  
RECORDED IN VOLUME 315, PAGE 62 OF THE MAP  
RECORDS OF HARRIS COUNTY, TEXAS

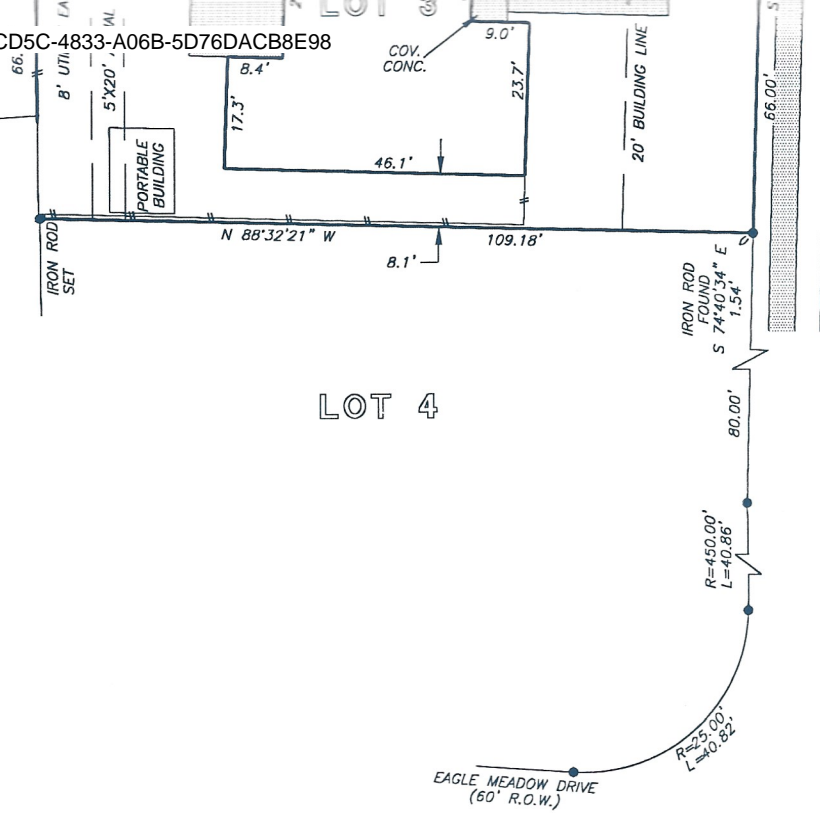


VALLEY LANDING DRIVE  
(50' R.O.W.)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY AND ABSTRACTING PROVIDED IN THE ABOVE REFERENCED TITLE COMMITMENT WAS RELIED UPON IN PREPARATION OF THIS SURVEY.



LOT 7



VALLEY LAND (50' R.O.)

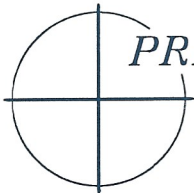
LOT 4

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY AND ABSTRACTING PROVIDED IN THE ABOVE REFERENCED TITLE COMMITMENT WAS RELIED UPON IN PREPARATION OF THIS SURVEY.

THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS ESTABLISHED BY THE U.S. DEPT. OF HOUSING & URBAN DEVELOPMENT.  
 COMMUNITY/PANEL NO. 48201C 0595 J  
 MAP REVISION: 11/6/96  
 ZONE X

*[Signature]*  
 BARRY WHITE  
 PROFESSIONAL LAND SURVEYOR  
 NO. 4189  
 DRAWING NO. 99-4321  
 OCTOBER 7, 1999

RECORD BEARING: VOL. 315, PG. 62



**PRECISION SURVEYORS**

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14925 MEMORIAL DRIVE SUITE B100 HOUSTON, TEXAS 77079

DRAWN BY: NJ



REDSTAR PROFESSIONAL HOME INSPECTION, INC

832-643-9724

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<https://www.redstarinspections.com>



## REDSTAR RESIDENTIAL INSPECTION

1526 Valley Landing Dr  
Katy TX 77450

RDFN Ventures  
OCTOBER 12, 2019



Inspector  
Nick Jones



TREC #9019  
832-643-9724

[tammyb@redstarinspections.com](mailto:tammyb@redstarinspections.com)



Agent  
Mallory King  
Redfin

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# PROPERTY INSPECTION REPORT

**Prepared For:** RDFN Ventures

(Name of Client)

**Concerning:** 1526 Valley Landing Dr, Katy TX 77450

(Address or Other Identification of Inspected Property)

**By:** Nick Jones - TREC #9019

(Name and License Number of Inspector)

10/12/2019 9:00 am

(Date)

Jeremy Benefiel TREC #8595

(Name, License Number of Sponsoring Inspector)

## PURPOSE, LIMITATIONS AND INSPECTOR / CLIENT RESPONSIBILITIES

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information.

This inspection is subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC"), which can be found at [www.trec.texas.gov](http://www.trec.texas.gov).

The TREC Standards of Practice (Sections 535.227-535.233 of the Rules) are the minimum standards for inspections by TREC-licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is NOT required to turn on decommissioned equipment, systems, utility services or apply an open flame or light a pilot to operate any appliance. The inspector is NOT required to climb over obstacles, move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector shall indicate, by checking the appropriate boxes on the form, whether each item was inspected, not inspected, not present or deficient and explain the findings in the corresponding section in the body of the report form. The inspector must check the Deficient (D) box if a condition exists that adversely and materially affects the performance of a system or component or constitutes a hazard to life, limb or property as specified by the TREC Standards of Practice. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing components, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

Some items reported may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards or Deficiencies below.

THIS PROPERTY INSPECTION IS NOT A TECHNICALLY EXHAUSTIVE INSPECTION OF THE STRUCTURE, SYSTEMS OR COMPONENTS. This inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for and by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods.

Promulgated by the Texas Real Estate Commission (TREC) P.O. Box 12188, Austin, TX 78711-2188  
(<http://www.trec.texas.gov>)

(512) 936-3000

Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

### **TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES**

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- malfunctioning, improperly installed, or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens, and exterior areas;
- malfunctioning arc fault protection (AFCI) devices;
- ordinary glass in locations where modern construction techniques call for safety glass;
- malfunctioning or lack of fire safety features such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- malfunctioning carbon monoxide alarms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices;
- lack of electrical bonding and grounding; and
- lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate license holders also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms require a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

INFORMATION INCLUDED UNDER "ADDITIONAL INFORMATION PROVIDED BY INSPECTOR", OR PROVIDED AS AN ATTACHMENT WITH THE STANDARD FORM, IS NOT REQUIRED BY THE COMMISSION AND MAY CONTAIN CONTRACTUAL TERMS BETWEEN THE INSPECTOR AND YOU, AS THE CLIENT. THE COMMISSION DOES NOT REGULATE CONTRACTUAL TERMS BETWEEN PARTIES. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY CONTRACTUAL TERM CONTAINED IN THIS SECTION OR ANY ATTACHMENTS, CONSULT AN ATTORNEY.

### **ADDITIONAL INFORMATION PROVIDED BY INSPECTOR**

*Click button below:*



## Instructions:

1. The colored dots are where defects/descriptions are found.
2. Be sure to click each dot for an explanation.
3. Be sure to look all around so you dont miss anything!
4. Click the white halos on the floor to move to that location.
5. Bottom, left menu bar gives you different viewing options.
6. Report works the best on tablets and smart phones.
7. When using a tablet or smart phone, from dollhouse view (Click on at tab at the bottom left corner of screen) you can move the entire structure by using two fingers on the screen at the same time.

**Written report below**

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Report Identification: 1526 Valley Landing Dr, Katy TX 77450

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## I. STRUCTURAL SYSTEMS

**A. Foundations**

*Type of Foundation(s):* Slab on Grade - Rhu

*Foundation Performance: Performing w/ Settlement :*

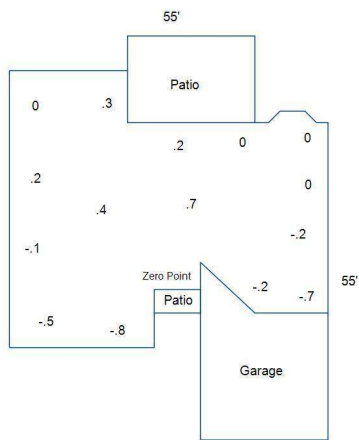
Signs of structural movement/settlement were observed at the time of inspection. These signs include:

- Minor cracks at the exterior brick and mortar walls.
- Minor cracks at the interior drywall and repairs to cracks.
- Minor cracks visible in the sidewall of the foundation.

While these signs were observed, it is my opinion that the foundation is performing its intended function at the time of inspection. I recommend correction of all issues stated in the Grading and Drainage section of this report to help promote the future health of the foundation.

For more information of slab on grade foundations, go to [Houston Slab Foundations](#)

Zip Level system was used at the time of inspection to measure the overall levelness of the foundation. The zip level revealed no signs of any issues at the time of inspection. See the picture below for drawing of the readings taken at the time of inspection.



**1: Slab: Exposed Post Tension Cables**

Recommendation

Post tension cable ends were exposed at the exterior of the slab. Recommend correction to prevent further deterioration.

Recommendation: Contact a qualified professional.

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**B. Grading and Drainage**

**1: Landscaping: Trim/ Remove Foliage/Tree limbs**

**➔ Recommendation**

Recommend trimming foliage in contact with the structure to prevent damage to the veneer and moisture penetration over time. Recommend all tree limbs be cleared back a minimum of 3' from the roof covering.

Recommendation: Contact a qualified landscaping contractor



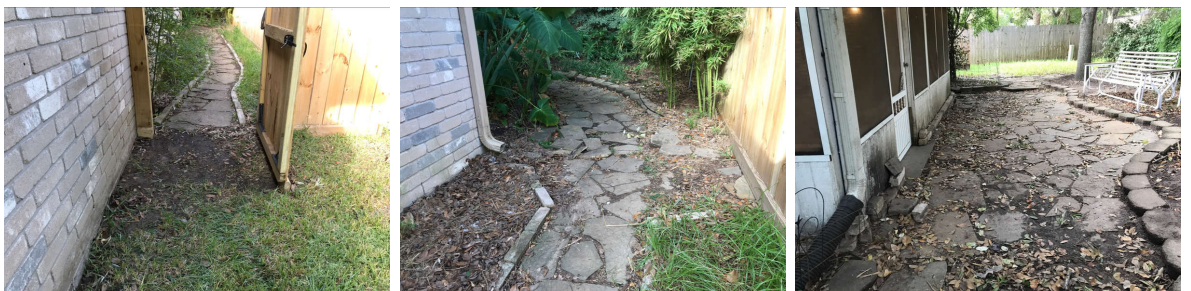
**2: Grading & Drainage: Poor Drainage**

**➔ Recommendation**

There appears to be improper grading and drainage of the property at multiple locations around the home, including at the back exterior of home and right side near fence gate. Issues observed include negative slope towards foundation, soil erosion around perimeter of the home, and inadequate slope of the grade around property to ensure proper drainage.

Note: The property should be graded so that surface water will drain away from the foundation walls at a minimum slope of 6" within 10'. Lot drainage should divert to the street as to not create a hazard on the property.

Recommendation: Contact a qualified landscaping contractor





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**3: Gutters & Downspouts: Clogged**

🔴 Recommendation

Recommend clearing gutters of debris to improve drainage. Badly clogged gutters can cause water to back up under the roof covering and cause damage.



**4: Gutters & Downspouts: Leaking at Seams**

🔴 Recommendation

Gutters were observed to be leaking at the seams . Repair as needed.



**C. Roof Covering Materials**

*Types of Roof Covering:* Composition Shingles

*Viewed From:* Walking the Roof Surface

*Certified Roof Technician:*

The roof covering is in need of repairs, a Certified Roofing Company should be consulted for further evaluation.

**1: Wear/Damage to caps**

🔴 Recommendation

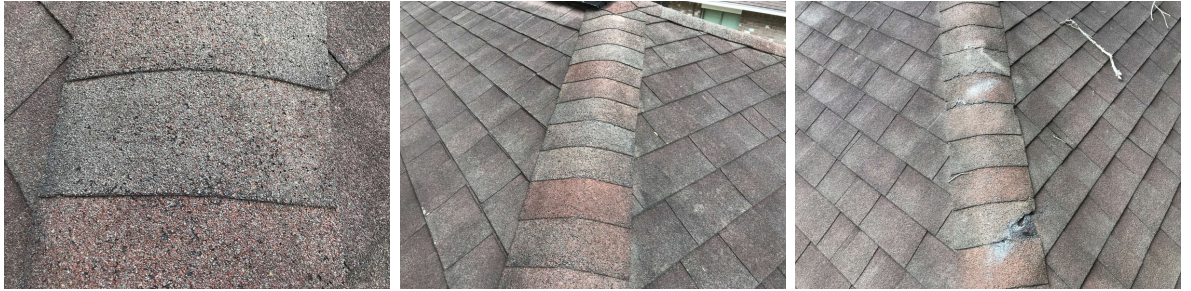
Excessive damage/wear observed to the ridge and hip caps on the roof covering. These issues include excessive wear the caps from typical degradation, cracked or torn caps, and excessive damage from previous tree limbs in contact. Recommend further evaluation to determine extent of needed repairs.

Note: The roof covering is aged (15+ years) and shows signs typical of aged or worn covering. Due to amount of needed repairs and age of covering, I recommend you budget for replacement.

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**2: Roof jacks**

🚫 Recommendation

Excessive damage observed to the roof jacks around the plumbing vents. The damage to the jacks is severe and requires replacement of these components to avoid moisture intrusion.



**3: Corrosion to vents**

🚫 Recommendation

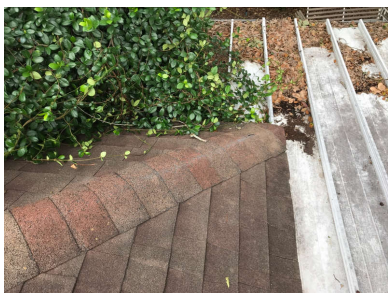
Excessive rusting/corrosion observed to the metal vents above the roof line, including the chimney and appliance exhaust vents. Recommend correction to further damage or potential moisture intrusion.



**4: Sheathing soft**

🚫 Recommendation

The roof sheathing at area around the back left portion of roof slope (near patio roof) was observed to be excessively “soft”, typically indicative of moisture penetration issues. Recommend further evaluation and correction as needed.



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**D. Roof Structures & Attics**

*Viewed From:* Attic

*Approximate Average Depth of Insulation:* 8 Inches, 6 Inches, R-24 -

•

*Type of Attic Roof Ventilation:* Roof and Soffit Vents

*Type of Insulation Material:* Batt Fiberglass

*Attic Space: Performing as intended:*

The attic space was performing as intended at the time of inspection.

*Only Accessible Areas Were Entered:*

**Note:** Only accessible areas of the attic were inspected. The inspector does not crawl/walk over areas that are unsafe or not easily accessible.

**E. Walls (Interior and Exterior)**

*Thermal imaging scan:*

A thermal imaging camera was used to scan the walls on the interior of the home. This scan revealed no signs of any issues at the time of inspection.

*Vinyl/Metal Siding can Hide Defects:*

Vinyl/metal siding can hide defects behind the wall. The inspector can not verify the presence of other siding materials or their condition behind the siding. If further evaluation is desired, consult with a qualified contractor.

**1: Siding**

🔴 **Recommendation**

Minor damage observed to the trim on siding at the front entry area. Recommend correction to avoid further deterioration or potential moisture intrusion.



**2: Caulking at exterior**

🔴 **Recommendation**

Caulking is needed at the exterior of the home at various locations, including around light fixtures, outlets, brick control joints, windows, etc. Recommend correction as needed.

Recommendation: Contact a qualified professional.



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**3: Interior cosmetic damage**

**Recommendation**

Multiple cosmetic issues observed at the interior of the home at time of inspection. These issues include, but are not limited to: damage to interior trim, cracks and damage to drywall, and issues with paint and cosmetic finishes. Recommend you budget for repair of these issues as needed.

Recommendation: Contact a qualified professional.



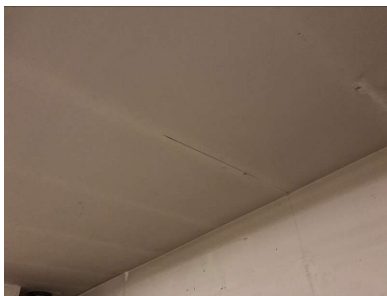
**F. Ceilings and Floors**

**1: Ceiling: Cracked Tape Joints**

**Recommendation**

Cracked taped joints were observed on the ceiling finish at multiple locations. Repair as needed to prevent further deterioration.

Recommendation: Contact a qualified professional.



**2: Ceiling: Active Leak**

**Recommendation**

Active water leak observed at the ceiling area in the pantry area and above the laundry room area. This appears related to active plumbing pipe leaks at this location. Recommend repair or leaking and further evaluation of moisture damaged materials to determine extent of needed repairs.

Recommendation: Contact a qualified professional.

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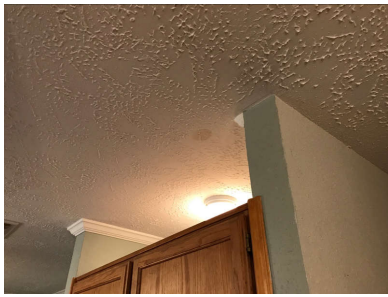
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**3: Ceiling: Water Mark**

🔴 Recommendation

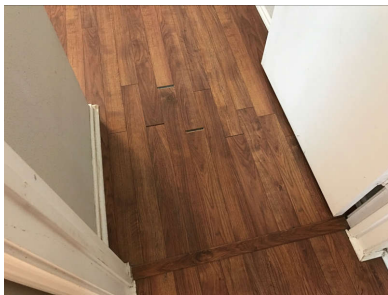
Water staining observed at the interior of the home at the ceiling in kitchen near the dining room area. Thermal imaging revealed no signs of active moisture at these locations, and it appears these stains are related to a previous issue. Recommend consulting with the seller to determine any previous issues at these locations, and recommend cosmetic repair and further monitoring to help ensure no leaking is present.



**4: Master bedroom flooring**

🔴 Recommendation

Sections of the flooring at the master bedroom near the entry door is loose and needs properly secured. Recommend correction as needed.



**G. Doors (Interior and Exterior)**

**1: Laundry door absent**

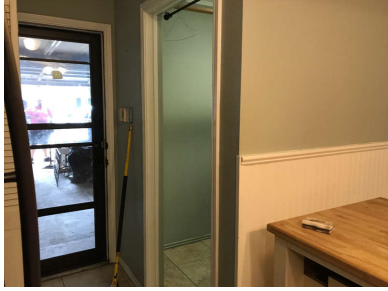
🔴 Recommendation

The door to the laundry room has been removed. Recommend replacement as desired.

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**2: Interior key operated**

🔴 Recommendation

Several of the exterior door locks are interior key operated dead bolts. Recommend these units be changed out for lever operated ones for safety reasons.



**H. Windows**

*Windows: Performing as intended:*

All portions of the windows were observed to be performing as intended at the time of inspection.

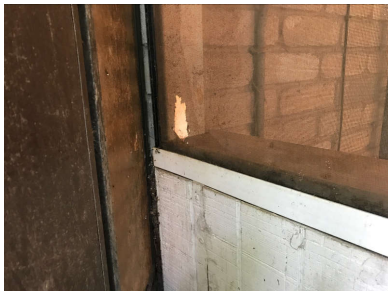
**I. Stairways (Interior and Exterior)**

**K. Porches, Balconies, Decks, and Carports**

**1: Damaged screen**

🔴 Recommendation

Multiple sections of the screening around the back patio area. Recommend repair as needed.



**2: Walls at patio enclosure**

🔴 Recommendation

The walls around the back patio enclosure show signs of excessive moisture damage and wood rot. Recommend you budget for repair of structural damage and replacement/repair of the siding around the back patio enclosure.

Recommendation: Contact a qualified professional.

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**3: Debris on roof**

🟡 Recommendation

Excessive debris on the back patio covering should be removed and areas evaluated to ensure no moisture leaking is present.



**J. Fireplaces and Chimneys**

**1: Rust/Signs of water penetration**

🟡 Recommendation

Excessive deterioration observed to the seals on the metal chimney above the roof line and signs of water penetration observed at the fireplace. Recommend further evaluation and correction as needed. Recommend the chimney seal be redone and all areas painted to prevent further deterioration.

Recommendation: Contact a qualified professional.



**L. Other**

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**1: Closet shelving**

🟡 Recommendation

Sections of the shelving at the master closet are damaged and need repaired.

Recommendation: Contact a qualified professional.



**II. ELECTRICAL SYSTEMS**

**A. Service Entrance and Panels**

*Main Disconnect/Service Box Type and Location:* Breakers-Exterior Wall -

- 

*Service Entrance Cable Location:* Underground (Cable Material Type Not Visible), Aluminum -

- 

*Service Size:* 100 Amps -

- 

*Service Entrance/Panel: Performing as intended:*

All portions of the service entrance and panel were performing as intended at the time of inspection.



**1: Electrical Panel: Labeling**

🟡 Recommendation

The circuits inside the panel are not clearly labeled. Recommend correction.





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**B. Branch Circuits, Connected Devices, and Fixtures**

*Type of Wiring:* Copper

*Electrician needed:*

Multiple issues observed with the branch wiring and fixtures for the property. Recommend consulting with a qualified electrician to evaluate further and determine the extent of necessary repairs.

*Inspection limited:*

Inspection of outlets, switches and accessory connections was limited due to concealment.

**1: Outlets: Open ground**

**▲ Safety Hazard**

Open ground was observed on 3-prong outlets installed at dining room area inside the home. This condition presents a false sense of a ground being present, and is a code violation. Recommend further evaluation and correction as needed.



**2: No power**

**⊖ Recommendation**

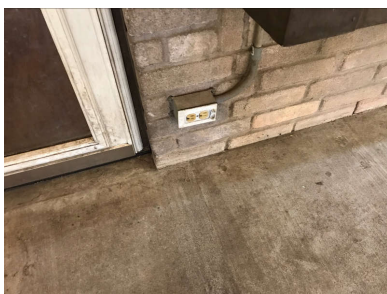
No power observed at some of the outlets at the back patio area, including the back right corner outlet and outlet at right exterior of patio covering. Recommend further evaluation and correction as needed.



**3: Exterior outlet covers**

**⊖ Recommendation**

Some of the outlets at the back patio area have covers that are not exterior rated or are missing the weather cover. Recommend correction.



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**4: Lights**

🚫 Recommendation

Several of the lights around the home did not function at time of inspection, including one of lights in the garage, pantry area, and living room area. Globe is absent from the light at the left hallway. Recommend further evaluation and correction as needed.



**5: Fan balance**

🚫 Recommendation

The fan at the garage is out of balance. Recommend correction.



**6: Extension cord for fixed wiring**

🚫 Recommendation

Extension cord is being used to supply power to fixtures in garage. Extension cord is not an acceptable substitute for fixed wiring and I recommend replacement or removal.



**7: No GFCI**

🚫 Recommendation

GFCI protection is absent from multiple required locations, including the kitchen, garage, and laundry. Recommend installation of GFCI protection at all required locations.

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**8: Smoke alarms**

🔴 Recommendation

The smoke alarm inside the home is aged and needs replaced. No units observed installed at bedrooms. Recommend installation of new units at all required locations and installation of a carbon monoxide alarm.



**9: Bare closet bulbs**

🔴 Recommendation

The fixtures inside the clothes closets are older bare bulb type. These fixtures are no longer code approved and I recommend replacement with approved fixture type.



**III. HEATING, VENTILATION & AIR CONDITIONING SYSTEMS**

- 
- 
- 
- 

**A. Heating Equipment**

*Type of Systems:* Forced Air

*Energy Sources:* Natural Gas

*Heating Equipment: Performing as Intended:*

All portions of the heating equipment appeared to be performing as intended at the time of inspection.

- 
- 
- 
- 

**B. Cooling Equipment**

*Type of Systems:* Central Air Conditioner

*Ambient air test:*

Ambient air test was performed by using thermometers on air handler of the systems to determine if the difference in temperatures of the supply and return air are between 15 degrees and 20 degrees which indicates unit is cooling as intended.

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Unit #1- 3 ton 2014 Trane system

**Supply Air Temp: 52 Degrees F**

Return Air Temp: 72 Degrees F

Temp. Differential: 20 Degrees F

The cooling equipment was performing as intended at the time of inspection.



*Note: Annual Service:*

Recommend inquiring as to when the unit was last serviced. If the unit has not been serviced within the last year recommend that a licensed, competent professional HVAC contractor be consulted service the equipment and make necessary repairs.

**C. Duct System, Chases, and Vents**

*Ducts: Performing as intended:*

All visible portions of the ducts appeared to be in overall good condition and performing as intended at the time of inspection.

**IV. PLUMBING SYSTEMS**

**A. Plumbing Supply, Distribution Systems, and Fixtures**

*Location of Water Meter:* Front yard near street

*Location of Main Water Supply Valve :* Exterior wall- Left side

*Static Water Pressure Reading:* 50-55 PSI -

- 

*Type of Piping::* Copper

*Plumbing repairs needed:*

Several issues observed with the condition of the plumbing and fixtures throughout the home at the time of the inspection. Recommend consulting with a qualified plumber to evaluate conditions further and determine the extent of necessary repairs.

*Laundry inspection obstructed:*

Inspection of the laundry connections was obstructed by the washer and dryer units at the time of inspection. Recommend further evaluation of this area once the appliances are removed.

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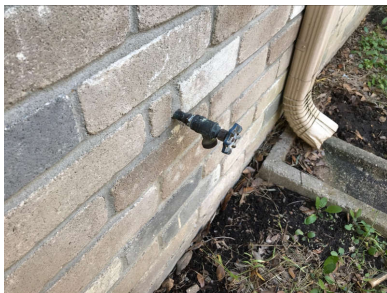
<b>I</b>	<b>NI</b>	<b>NP</b>	<b>D</b>
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**1: Hose Bibb (outdoor faucet): Backflow Prevention Missing**

🔴 Recommendation

One or more hose bibb(s) Missing a backflow preventer. These devices are inexpensive and easily installed, and help prevent contamination of potable water. Remedy as needed.



**2: Hose Bibb: Valve stem Leaks**

🔴 Recommendation

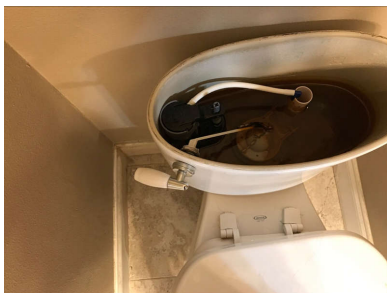
Valve stems for multiple hose bibs around the home would leak when operated. Repair as needed for water conservation purposes.



**3: Master toilet handle**

🔴 Recommendation

The handle for the master bathroom toilet unit is loose and needs repaired or replaced.



Report Identification: 1526 Valley Landing Dr, Katy TX 77450

**I = Inspected    NI = Not Inspected    NP = Not Present    D = Deficient**

<b>I</b>	<b>NI</b>	<b>NP</b>	<b>D</b>
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**4: Stopper detached**

🔴 Recommendation

Stoppers at multiple vanity sinks around the home are detached and need repaired or replaced. Recommend correction as needed.



**5: Pipe corrosion/leaking**

⚠️ Safety Hazard

Several plumbing water pipe leaks observed at attic space at area above the pantry and laundry room. The leaking above laundry room has caused corrosion to the adjacent gas pipe and active gas leaking observed at time of inspection. Recommend further evaluation of these conditions to determine extent of necessary repairs.



**B. Drains, Wastes, & Vents**

*Type of Piping:: PVC*

*Recommend plumber:*

Several issues observed with the condition of the plumbing drains throughout the home. Recommend consulting with a qualified, licensed plumber to evaluate these conditions further and determine the extent of necessary repairs.

**1: Drains: Accordion Pipe**

🔴 Recommendation

Accordion drain pipe was observed to be in use under the hallway bathroom sink, this type of pipe is known to accumulate debris within the ridges and clog. Recommend replacement with approved pipe material.



Report Identification: 1526 Valley Landing Dr, Katy TX 77450

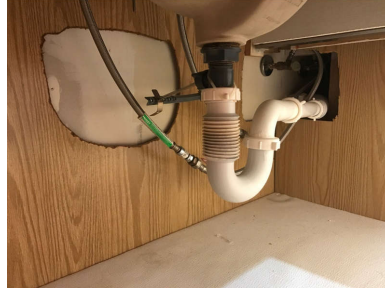
**I = Inspected**      **NI = Not Inspected**      **NP = Not Present**      **D = Deficient**

<b>I</b>	<b>NI</b>	<b>NP</b>	<b>D</b>
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**2: Drain leak**

🔴 Recommendation

Leaking observed at the left sink connection at kitchen sink, as well as at the drain assembly under the hallway bathroom sink. Recommend further evaluation and correction as needed.



**3: Drain slow**

🔴 Recommendation

The tub drain was observed to be slow at time of inspection. Recommend correction as needed.



**C. Water Heating Equipment**

*Energy Sources:* Natural Gas

*Capacity:* 40 Gallons -

- 

*Location:* Garage -

- 

*Water Heater: Performing as intended:*

All portions of the water heating equipment were observed to be performing as intended at the time of inspection.

*Data label:*

Unit replaced in approximately 2007



Report Identification: 1526 Valley Landing Dr, Katy TX 77450

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<b>I</b>	<b>NI</b>	<b>NP</b>	<b>D</b>
----------	-----------	-----------	----------

**1: Drain Pan: No Drain Line Present**

🔴 Recommendation

The inspector did not observe a drain line for the emergency overflow pan. This is necessary to allow water to escape instead of causing damage. Recommend installation of a proper drain at this location.



**D. Hydro-Massage Therapy Equipment**

**E. Other**

**1: Remove unused gas line**

🔴 Recommendation

Recommend the unused gas line that serves grill connection at the back exterior be removed.



**V. APPLIANCES**

**A. Dishwashers**  
*The dishwasher was performing as intended at the time of the inspection.:*

**1: Not Secured to the Cabinet**

🔴 Recommendation

The dishwasher was not properly secured inside the cabinet space. Recommend correction.

Recommendation: Contact a handyman or DIY project



**B. Food Waste Disposers**  
*Food waste disposal was performing as intended at the time of the inspection.:*



Report Identification: 1526 Valley Landing Dr, Katy TX 77450

**I = Inspected      NI = Not Inspected      NP = Not Present      D = Deficient**

I	NI	NP	D
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**C. Range Hood and Exhaust Systems**

*Range hood was performing as intended at the time of the inspection.:*

**D. Ranges, Cooktops, and Ovens**

*Cooktop was performing as intended at the time of the inspection.:*

*Ovens were performing as intended at the time of the inspection.:*

**1: Anti-Tip Device Missing**

🚫 Recommendation

The oven should have an anti-tip device installed for the rear legs of the cook top to prevent it from tipping over when the door is open. Repair as needed for safety purposes.



**E. Microwave Ovens**

**1: Interior finish damaged**

⚠️ Safety Hazard

The finish on the interior of the microwave it shows damage. Damage to the finish at the interior of the microwave can result in arcing or other malfunction. Recommend correction or replacement to prevent potential hazard.



**F. Mechanical Exhaust Vents and Bathroom Heaters**

*Exhaust fans were performing as intended at the time of the inspection.:*

**G. Garage Door Operators**

*Garage door operators were performing as intended at the time of the inspection.:*

**H. Dryer Exhaust Systems**

**1: Improper termination**

🚫 Recommendation

Improper vent termination of the dryer exhaust duct at roofline penetration. Excessive lint observed built up inside the attic space. Recommend further evaluation and proper termination of the dryer duct to ensure performance.

Recommendation: Contact a qualified professional.

Report Identification: 1526 Valley Landing Dr, Katy TX 77450

**I = Inspected**      **NI = Not Inspected**      **NP = Not Present**      **D = Deficient**

<b>I</b>	<b>NI</b>	<b>NP</b>	<b>D</b>
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**TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT**

1526 Valley Landing Dr

Katy

77450

Inspected Address

City

Zip Code

**SCOPE OF INSPECTION**

- A. This inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection report unless specifically noted in Section 5 of this report.
- B. This inspection is limited to those parts of the structure(s) that are visible and accessible at the time of the inspection. Examples of inaccessible areas include but are not limited to This inspection is limited to those parts of the structure(s) that are visible and accessible at the time of the inspection. Examples of inaccessible areas include but are not limited to (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). **Inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.**
- C. Due to the characteristics and behavior of various wood destroying insects. it may not always be possible to determine the presence of infestation without defacing or removing parts of the structure being inspected. Previous damage to trim, wall surface, etc., is frequently repaired prior to the inspection with putty, spackling, tape or other decorative devices. Damage that has been concealed or repaired may not be visible except by defacing the surface appearance. **The WDI inspecting company cannot guarantee or determine that work performed by a previous pest control company as indicated by visual evidence of previous treatment; has rendered the pest(s) inactive.**
- D. If visible evidence of active or previous infestation of listed wood destroying insects is reported, it should be assumed that some degree of damage is present.
- E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
- F. **THIS IS NOT A STRUCTURAL DAMAGE REPORT OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.**
- G. If termite treatment (including pesticides, baits or other methods) has been recommended, the treating company must provide a diagram of the structure(s) inspected and proposed for treatment, label of pesticides to be used and complete details of warranty (if any). At a minimum, the warranty must specify which areas of the structure(s) are covered by warranty, renewal options and approval by a certified applicator in the termite category. Information regarding treatment and any warranties should be provided by the party contracting for such services to any prospective buyers of the property. The inspecting company has no duty to provide such information to any person other than the contracting party.
- H. There are a variety of termite control options offered by pest control companies. These options will vary in cost, efficacy, areas treated, warranties, treatment techniques and renewal options.
- I. There are some specific guidelines as to when it is appropriate for corrective treatment to be recommended. Corrective treatment may only be recommended if (1) there is visible evidence of an active infestation in or on the structure, (2) there is visible evidence of a previous infestation with no evidence of a prior treatment.
- J. If treatment is recommended based solely on the presence of conducive conditions, a preventive treatment or correction of conducive conditions may be recommended. The buyer and seller should be aware that there maybe a variety of different strategies to correct the conducive condition(s). These corrective measures can vary greatly in cost and effectiveness and may or may not require the services of a licensed pest control operator. There may be instances where the inspector will recommend correction of the conducive conditions by either mechanical alteration or cultural changes. Mechanical alteration may be in some instances the most economical method to correct conducive conditions. If this inspection report recommends any type of treatment and you have any questions about this, you may contact the inspector involved, another licensed pest control operator for a second opinion, and/or the Structural Pest Control of the Texas Department of Agriculture.

1A. Life after Bugs Name of Inspection Company 1B. TPCL #0691524 SPCS Business License Number

1C. P.O. Box 286 Address of Inspection Company Barker City TX State 77413 Zip 832-230-6433 Telephone No.

1D. Nick Jones Name of Inspector (Please Print) 1E. Certified Applicator [ ] (check one) Technician [X]

2. N/A Case Number (VA/FHA/Other) 3. 10/12/2019 Inspection Date

4A. RDFN Ventures Name of Person Purchasing Inspection Seller [ ] Agent [ ] Buyer [X] Management Co. [ ] Other [ ] N/A

4B. Owner of Record Owner/Seller

4C. REPORT FORWARDED TO: Title Company or Mortgagee [ ] Purchaser of Service [ ] Seller [ ] Agent [X] Buyer [X]  
(Under the Structural Pest Control regulations only the purchaser of the service is required to receive a copy)

The structure(s) listed below were inspected in accordance with the official inspection procedures adopted by the Texas Department of Agriculture Structural Pest Control Service. This report is made subject to the conditions listed under the Scope of Inspection. A diagram must be attached including all structures inspected.

5. Residence  
List structure(s) inspected that may include residence, detached garages and other structures on the property. (Refer to Part A, Scope of Inspection)

6A. Were any areas of the property obstructed or inaccessible? Yes [X] No [ ]  
(Refer to Part B & C, Scope of Inspection) If "Yes" specify in 6B.

6B. The obstructed or inaccessible areas include but are not limited to the following:

Attic [X]	Insulated area of attic [X]	Plumbing Areas [X]	Planter box abutting structure [ ]
Deck [ ]	Sub Floors [X]	Slab Joints [X]	Crawl Space [ ]
Soil Grade Too High [X]	Heavy Foliage high on [X]	Eaves [X]	Weepholes [X]
Wood deck against foundation [ ]	foundation [X]	[ ]	[ ]

Other [ ] Specify: Furniture/Storage

7A. Conditions conducive to wood destroying insect infestation: Yes [X] No [ ]  
(Refer to Part J, Scope of Inspection) If "Yes" specify in 7B.

7B. Conducive Conditions include but are not limited to:

Debris under or around structure (K) [ ]	Wood to Ground Contact (G) [ ]	Formboards left in place (I) [ ]	Excessive Moisture (J) [ ]
Planter box abutting structure (O) [ ]	Footing too low or soil line too high (L) [X]	Wood Rot (M) [X]	Heavy Foliage (N) [X]
Insufficient ventilation (T) [ ]	Wood Pile in Contact with Structure (Q) [ ]	Wooden Fence in Contact with the Structure (R) [ ]	

Other (C) [ ] None [ ] Specify: N/A

8. Inspection Reveals Visible Evidence in or on the structure:

8A. Subterranean Termites	Active Infestation	Previous Infestation	Previous Treatment
8B. Drywood Termites	Yes [ ] No [X]	Yes [ ] No [X]	Yes [X] No [ ]
8C. Formosan Termites	Yes [ ] No [X]	Yes [ ] No [X]	Yes [ ] No [X]
8D. Carpenter Ants	Yes [ ] No [X]	Yes [ ] No [X]	Yes [ ] No [X]
8E. Other Wood Destroying Insects	Yes [ ] No [X]	Yes [ ] No [X]	Yes [ ] No [X]

Specify: \_\_\_\_\_

8F. Explanation of signs of previous treatment (including pesticides, baits, existing treatment stickers or other methods) identified: N/A

8G. Visible evidence of: N/A has been observed in the following areas: Sticker showing previous subterranean termite treatment in 1999 and drill holes observed around foundation

If there is visible evidence of active or previous infestation, it must be noted. The type of insect(s) must be listed in the first blank and all identified infested areas of the property inspected must be noted in the second blank. (Refer to Part D, E & F, Scope of Inspection)

**Licensed and Regulated by the Texas Department of Agriculture**  
**PO Box 12847, Austin, Texas 78711-2847**

SPCS/T-4 (Rev. 09/01/07) Phone 866-918-4481, Fax 888-232-2567 Buyer's Initials \_\_\_\_\_

**TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT**

The conditions conducive to insect infestation reported in 7A & 7B:

9. Will be or has been mechanically corrected by inspecting company: Yes  No   
 If "Yes," specify corrections: N/A

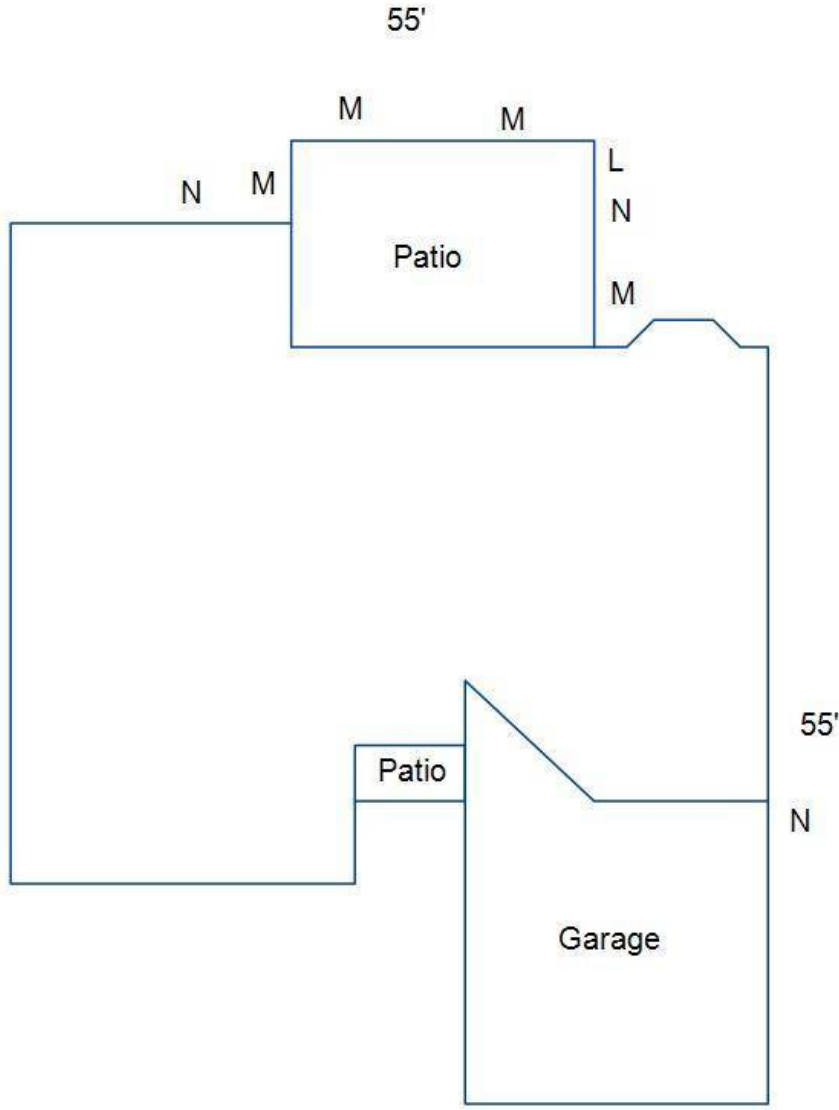
9A. Corrective treatment recommended for active infestation or evidence of previous infestation with no prior treatment as identified in Section 8. (Refer to Part G, H, and I, Scope of Inspection) Yes  No   
 9B. A preventive treatment and/or correction of conducive conditions as identified in 7A & 7B is recommended as follows: Yes  No   
 Specify reason: Conducive Conditions (see graph)

Refer to Scope of Inspection Part J

10A. This company has treated or is treating the structure for the following wood destroying insects: N/A  
 If treating for subterranean termites, the treatment was: Partial  Spot  Bait  Other   
 N/A   
 If treating for drywood termites or related insects, the treatment was: Full  Limited  N/A   
 10B. N/A N/A N/A  
 Date of Treatment by Inspecting Company \_\_\_\_\_ Common Name of Insect \_\_\_\_\_ Name of Pesticide, Bait or Other Method \_\_\_\_\_  
 This company has a contract or warranty in effect for control of the following wood destroying insects:  
 Yes  No  List Insects: N/A  
**If "Yes", copy(ies) of warranty and treatment diagram must be attached.**

**Diagram of Structure(s) Inspected**

The inspector must draw a diagram including approximate perimeter measurements and indicate active or previous infestation and type of insect by using the following codes: E- Evidence of Infestation, A-Active; P-Previous; D-Drywood Termites; S-Subterranean Termites; F-Formosan Termites; C-Conducive Conditions; B-Wood Boring Beetles; H-Carpenter Ants; Other(s) - Specify \_\_\_\_\_



Additional Comments \_\_\_\_\_

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in the property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

Signatures: 11A. [Signature] inspector  
 Approved: 11B. [Signature] 092917 Certified Applicator and Certified Applicator License Number  
 Notice of Inspection Was Posted At or Near 12A. Electric Breaker Box   
 Water Heater Closet   
 Bath Trap Access   
 Beneath the Kitchen Sink   
 12B. 10/12/2019 Date

**Statement of Purchaser**

I have received the original or a legible copy of this form. I have read and understand any recommendations made. I have also read and understand the "Scope of Inspection." I understand that my inspector may provide additional information as an addendum to this report.  
 If additional information is attached, list number of pages: \_\_\_\_\_

Signature of Purchaser of Property or their Designee \_\_\_\_\_ Date \_\_\_\_\_

**Job**

1628473 / 1526 Valley Landing

PO Title	Scheduled Completion	Status	Total Price
SOW		Work Complete	\$10,100.00

**Scope of Work**

*Touch up paint throughout possibly including one full wall in bedroom*  
*AOPL Caulk siding damage Fill gaps in brick expansion joint and others Locks – back door Install CO detector and smokes*  
*Replace closet light fixtures Install back flow prevention and repair leaky valve Replace toilet handle Stoppers Closet rod socket*  
*Secure d/w with existing clips Remove extension cord in garage*  
*Landscape clean up front/back including fresh mulch*  
*Full interior cleaning*  
*Ground 3-prong outlets in Dining Room area Code Violation--false sense of ground being present Terminate outlets at screened enclosure – troubleshoot patio brick outlets Install GCFIs in multiple locations per IR*  
*Several water pipe leaks at attic space area about pantry and laundry room. Leak has caused corrosion of gas pipe and has active gas leak*  
*Drywall Repairs*  
*Roof Replacement -*  
*Install and paint laundry room door*

Cost Code	Description
01.01 - Interior Paint	Touch up paint throughout possibly including one full wall in bedroom

Cost Code	Description
03.03 - Handyman	AOPL Caulk siding damage Fill gaps in brick expansion joint and others Locks – back door Install CO detector and smokes Replace closet light fixtures Install back flow prevention and repair leaky valve Replace toilet handle Stoppers Closet rod socket Secure d/w with existing clips Remove extension cord in garage
11.01 - Landscaping	Landscape clean up front/back including fresh mulch
97.01 - Basic Cleaning	Full interior cleaning
09.01 - Electrical Service	Ground 3-prong outlets in Dining Room area Code Violation--false sense of ground being present Terminate outlets at screened enclosure – troubleshoot patio brick outlets Install GCFIs in multiple locations per IR
08.01 - General Plumbing	Several water pipe leaks at attic space area about pantry and laundry room. Leak has caused corrosion of gas pipe and has active gas leak
03.02 - Drywall	Drywall Repairs
12.01 - Roof Structure	Roof Replacement -
10.01 - Door Structure	Install and paint laundry room door



## SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT **1526 Valley Landing Dr., Kayt, TX 77450**

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller     is  X  is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? October 2012, Rented to Daughter (approximate date) or     never occupied the Property

**Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)**

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U
Cable TV Wiring	X		
Carbon Monoxide Det.		X	
Ceiling Fans	X		
Cooktop		X	
Dishwasher	X		
Disposal	X		
Emergency Escape Ladder(s)		X	
Exhaust Fans	X		
Fences	X		
Fire Detection Equip.	X		
French Drain		X	
Gas Fixtures	X		
Natural Gas Lines	X		

Item	Y	N	U
Liquid Propane Gas:		X	
-LP Community (Captive)		X	
-LP on Property		X	
Hot Tub		X	
Intercom System		X	
Microwave	X		
Outdoor Grill		X	
Patio/Decking	X		
Plumbing System	X		
Pool		X	
Pool Equipment		X	
Pool Maint. Accessories		X	
Pool Heater		X	

Item	Y	N	U
Pump: sump grinder		X	
Rain Gutters	X		
Range/Stove	X		
Roof/Attic Vents	X		
Sauna		X	
Smoke Detector	X		
Smoke Detector - Hearing Impaired		X	
Spa		X	
Trash Compactor		X	
TV Antenna		X	
Washer/Dryer Hookup	X		
Window Screens	X		
Public Sewer System	X		

Item	Y	N	U	Additional Information
Central A/C	X			X electric gas number of units: _____
Evaporative Coolers		X		number of units: _____
Wall/Window AC Units		X		number of units: _____
Attic Fan(s)		X		if yes, describe: _____
Central Heat	X			electric X gas number of units: _____
Other Heat		X		if yes, describe: _____
Oven	X			number of ovens: 1 electric X gas other: _____
Fireplace & Chimney	X			wood X gas logs mock other: _____
Carport		X		attached not attached
Garage	X			X attached not attached
Garage Door Openers	X			number of units: 1 number of remotes: 2
Satellite Dish & Controls		X		owned leased from: _____
Security System		X		owned leased from: _____
Solar Panels		X		owned leased from: _____
Water Heater	X			electric X gas other: _____ number of units: _____
Water Softener		X		owned leased from: _____
Other Leased Items(s)		X		if yes, describe: _____

(TXR-1406) 09-01-19

Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: MB, \_\_\_\_\_

Concerning the Property at **1526 Valley Landing Dr., Kayt, TX 77450**

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> automatic <input type="checkbox"/> manual areas covered:
Septic / On-Site Sewer Facility		<input checked="" type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by:  city  well  MUD  co-op  unknown  other: \_\_\_\_\_

Was the Property built before 1978?  yes  no  unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: shingle Age: 20 (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?  yes  no  unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair?  yes  no If yes, describe (attach additional sheets if necessary): \_\_\_\_\_

**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N
Basement		<input checked="" type="checkbox"/>
Ceilings	<input checked="" type="checkbox"/>	
Doors		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>
Exterior Walls		<input checked="" type="checkbox"/>

Item	Y	N
Floors		<input checked="" type="checkbox"/>
Foundation / Slab(s)		<input checked="" type="checkbox"/>
Interior Walls		<input checked="" type="checkbox"/>
Lighting Fixtures		<input checked="" type="checkbox"/>
Plumbing Systems	<input checked="" type="checkbox"/>	
Roof	<input checked="" type="checkbox"/>	

Item	Y	N
Sidewalks		<input checked="" type="checkbox"/>
Walls / Fences		<input checked="" type="checkbox"/>
Windows		<input checked="" type="checkbox"/>
Other Structural Components		<input checked="" type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

Made aware at inspection that there is a very minor Gas leak in the attic, I asked if it was dangerous, he said no, but I should have it fixed. Also, there was a very small active leak and corrosion found at inspection as well. Concerning the roof, I was told there are no leaks, but the pipe vent covers are bad and should be replaced. The ceiling needs to be painted where leak was, 1 square foot

**Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>
Diseased Trees: <u>oak wilt</u>		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>
Previous Foundation Repairs		<input checked="" type="checkbox"/>
Previous Roof Repairs		<input checked="" type="checkbox"/>
Previous Other Structural Repairs		<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>

Condition	Y	N
Radon Gas		<input checked="" type="checkbox"/>
Settling		<input checked="" type="checkbox"/>
Soil Movement		<input checked="" type="checkbox"/>
Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Underground Storage Tanks		<input checked="" type="checkbox"/>
Unplatted Easements		<input checked="" type="checkbox"/>
Unrecorded Easements		<input checked="" type="checkbox"/>
Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Water Damage Not Due to a Flood Event		<input checked="" type="checkbox"/>
Wetlands on Property		<input checked="" type="checkbox"/>
Wood Rot	<input checked="" type="checkbox"/>	
Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Fires		<input checked="" type="checkbox"/>
Termite or WDI damage needing repair		<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*		<input checked="" type="checkbox"/>



Concerning the Property at 1526 Valley Landing Dr., Kayt, TX 77450

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

Wood Rot, some wood rot has ocured at bottom of wall on outside screened in pourch from weather over time.

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?** \_\_\_ yes x no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 5. Are you (Seller) aware of any of the following conditions?\*** (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- x \_\_\_ Present flood insurance coverage (if yes, attach TXR 1414).
- \_\_\_ X Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- \_\_\_ X Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- \_\_\_ X Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- \_\_\_ X Located \_\_\_ wholly \_\_\_ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE AO, AH, VE, or AR) (if yes, attach TXR 1414).
- \_\_\_ X Located \_\_\_ wholly \_\_\_ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- \_\_\_ X Located \_\_\_ wholly \_\_\_ partly in a floodway (if yes, attach TXR 1414).
- \_\_\_ X Located \_\_\_ wholly \_\_\_ partly in a flood pool.
- \_\_\_ X Located \_\_\_ wholly \_\_\_ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): \_\_\_\_\_

Purchased flood insurance

*\*For purposes of this notice:*

*"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.*

*"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.*

*"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.*

*"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).*

*"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.*

*"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.*

Concerning the Property at **1526 Valley Landing Dr., Kayt, TX 77450**

**Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?\***  yes  no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

**Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property?**  yes  no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

**Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)**

**Y N**

Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:  
Name of association: \_\_\_\_\_  
Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fees or assessments are: \$ \_\_\_\_\_ per \_\_\_\_\_ and are:  mandatory  voluntary  
Any unpaid fees or assessment for the Property?  yes (\$ \_\_\_\_\_)  no  
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:  
Any optional user fees for common facilities charged?  yes  no If yes, describe: \_\_\_\_\_

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

Any condition on the Property which materially affects the health or safety of an individual.

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

The Property is located in a propane gas system service area owned by a propane distribution system retailer.

Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_ it has an HOA and available swimming pools and tennis courts, playgrounds

Concerning the Property at 1526 Valley Landing Dr., Kayt, TX 77450

Section 9. Seller  has  has not attached a survey of the Property.

Section 10. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?  yes  no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
		Terminex	

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 11. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead  Senior Citizen  Disabled
- Wildlife Management  Agricultural  Disabled Veteran
- Other: \_\_\_\_\_  Unknown

Section 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider?  yes  no

Section 13. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?  yes  no If yes, explain: \_\_\_\_\_

Section 14. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?\*  unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

DocuSigned by: John Brock 10/16/2019  
Signature of Seller Date Signature of Seller Date

Printed Name: John Brock Printed Name: Susan Brock

Concerning the Property at **1526 Valley Landing Dr., Kayt, TX 77450**

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric:	<u>Reliant</u>	phone #:	<u>713-537-3000</u>
Sewer:	<u>Cornerstone MUD run by SiEnviro</u>	phone #:	<u>832-490-1600</u>
Water:	<u>Cornerstone MUD run by SiEnviro</u>	phone #:	<u>832-490-1600</u>
Cable:	<u>NONE</u>	phone #:	<u>N/A</u>
Trash:	<u>Cornerstone MUD run by SiEnviro</u>	phone #:	<u>832-490-1600</u>
Natural Gas:	<u>N/A</u>	phone #:	<u>N/A</u>
Phone Company:	<u>N/A</u>	phone #:	<u>N/A</u>
Propane:	<u>N/A</u>	phone #:	<u>N/A</u>
Internet:	<u>N/A</u>	phone #:	<u>N/A</u>

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

<u>Signature of Buyer</u>	<u>Date</u>	<u>Signature of Buyer</u>	<u>Date</u>
Printed Name: _____		Printed Name: _____	

**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT  
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: OCTOBER 9, 2019 GF No. \_\_\_\_\_  
Name of Affiant(s): JOHN L. BROCK, SUSAN J. BROCK TTTS BROCK FAMILY TRUST  
Address of Affiant: 1524 VALLEY LANDING DR, KATY TX 77450  
Description of Property: LOT 3, BLOCK 5, CREEKSTONE, SECTION 2  
County HARRIS, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of Texas, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")
2. We are familiar with the property and the improvements located on the Property.
3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of our actual knowledge and belief, since OCTOBER 15, 1999 there have been no:
  - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
  - b. changes in the location of boundary fences or boundary walls;
  - c. construction projects on immediately adjoining property(ies) which encroach on the Property;
  - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below:)

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.
6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

John L. Brock TTTS Brock Family Trust  
Susan J. Brock TTTS Brock Family Trust

SWORN AND SUBSCRIBED this 9th day of October, 20 19.

Shannon Ashley  
Notary Public





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

2-10-2014



# SUBDIVISION INFORMATION, INCLUDING RESALE CERTIFICATE FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION

(Chapter 207, Texas Property Code)

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at 1526 Valley Landing Drive (Street Address), City of Katy, County of Harris, Texas, prepared by the property owners' association (Association).

A. The Property  is  is not subject to a right of first refusal (other than a right of first refusal prohibited by statute) or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.

B. The current regular assessment for the Property is \$ 395.00 per year.

C. A special assessment for the Property due after this resale certificate is delivered is \$ NA payable as follows \_\_\_\_\_ for the following purpose: \_\_\_\_\_.

D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$ -0-.

E. The capital expenditures approved by the Association for its current fiscal year are \$ -0-.

F. The amount of reserves for capital expenditures is \$ 87,672.71.

G. Unsatisfied judgments against the Association total \$ -0-.

H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there  are  are not any suits pending in which the Association is a party. The style and cause number of each pending suit is: \_\_\_\_\_.

I. The Association's board  has actual knowledge  has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are: \_\_\_\_\_.

J. The Association  has  has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.

K. The amount of any administrative transfer fee charged by the Association for a change of ownership of property in the subdivision is \$ 100.00. Describe all fees associated with the transfer of ownership (include a description of each fee, to whom each fee is payable and the amount of each fee).

\$ 100.00 TRANSFER FEE & \$ 100.00 Resale Cert. Fee Payable  
to: CREEKSTONE COMMUNITY ASSN.

P.O. BOX 6831  
KATY, TEXAS 77491

Subdivision Information Concerning 1526 Valley Landing Dr. Page 2 of 2 2-10-2014  
(Address of Property)

L. The Association's managing agent is John Irwin  
(Name of Agent)

P.O. Box 6831 Katy, Texas 77491  
(Mailing Address)

281-392-2484  
(Telephone Number)

281-392-1488  
(Fax Number)

jirwin@consolidated.net  
(E-mail Address)

M. The restrictions  do  do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.  
REQUIRED ATTACHMENTS:

- 1. Restrictions
- 2. Rules
- 3. Bylaws
- 4. Current Balance Sheet
- 5. Current Operating Budget
- 6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities
- 7. Any Governmental Notices of Health or Housing Code Violations

NOTICE: This Subdivision Information may change at any time.

Creekstone Community Association, Inc.  
Name of Association

By: [Signature]

Print Name: John Irwin

Title: MANAGER/AGENT

Date: 10/10/19

Mailing Address: P.O. Box 6831 Katy Texas 77491

E-mail: jirwin@consolidated.net



This form has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated contract forms. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 37-5. This form replaces TREC No. 37-4.

**CREEKSTONE COMMUNITY ASSOCIATION**  
 P.O. BOX 6831  
 KATY, TX 77491  
 281-392-2484

**Statement of Account - 10/10/19**

Re: 1526 Valley Landing Drive  <b>Susan J. Brock</b> <b>21219 Park Run Drive</b> <b>Katy TX 77450</b>	Account # : 020303 Lot # : N/A Bill Period: Payment Due: 00/00/00  <b>Amount Due: 0.00</b>
---	---

Date	Description	Charges	Credits	Balance
12/31/18	Balance Forward			395.00CR
01/01/19	Assessment	395.00		0.00
New Balance -				

Make Checks Payable to: **CREEKSTONE COMMUNITY ASSN.**

P.O. BOX 6831 KATY TEXAS 77491  
 TRANSFER FEE \$100.00  
 REFINANCE FEE \$75.00



## CREEKSTONE COMMUNITY ASSOCIATION, INC

Balance Sheet

As of 09/30/19

## ASSETS

COMERICA MMA RESERVE	\$	87,672.71	
COMERICA EXCESS OPERATING		32,017.41	
CASH ACCT. COMERICA BANK		85,450.53	
A/R MAINTENANCE FEES		17,300.99	
A/R MAINTENANCE FEES P/YRS		6,967.71	
NON- RECURRING A/R		687.00	
NSF CHARGES RECEIVABLE		25.00	
ACCOUNTS RECEIVABLE/ OTHER		7,364.47	
ACCOUNTS RECEIVABLE-LEGAL		58,911.11	
ALLOWANCE FOR DOUBTFUL		(35,000.00)	
PREPAID INSURANCE		16,118.00	
CLUBHOUSE (HARVEY REHAB)		40,009.60	
CLUBHOUSE FURNITURE		3,420.82	
POOL FURNITURE		15,487.30	
ACCUMULATED DEPRECIATION		(11,329.80)	
PA SYSTEM		300.00	
<b>TOTAL ASSETS</b>			<b>\$ 325,402.85</b>

## LIABILITIES &amp; EQUITY

<b>CURRENT LIABILITIES:</b>			
ACCOUNTS PAYABLE	\$	(4,947.04)	
DEFERRED ASSESSMENTS		141,483.17	
PREPAID OWNER ASSESSMENTS		3,604.38	
<b>Subtotal Current Liab.</b>			<b>\$ 140,140.51</b>
<b>EQUITY:</b>			
RETAINED EARNINGS	\$	135,605.06	
REPLACEMENT FUND		87,672.71	
Current Year Net Income/(Loss)		(38,015.43)	
<b>Subtotal Equity</b>			<b>\$ 185,262.34</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>			<b>\$ 325,402.85</b>

20120040518  
01/31/2012 RPT \$24.00

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Office  
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CREEKSTONE COMMUNITY ASSOCIATION, INC.  
GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS                    §  
  §  
COUNTY OF HARRIS            §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Creekstone Community Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the Creekstone Architectural Control Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling; or
  - b. on the roof of any other approved structure; or
  - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
  - a. have no portion of the Device higher than the roof section to which it is attached; and
  - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
  - c. conform to the slope of the roof; and


Creekstone Community Association, Inc.  
Guidelines for Solar Energy Devices  
Page 2 of 3

- d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
  - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [[www.nrel.gov](http://www.nrel.gov)] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
  7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
  8. Installed Devices may not:
    - a. threaten public health or safety; or
    - b. violate any law; or
    - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
  9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

Creekstone Community Association, Inc.  
Guidelines for Solar Energy Devices  
Page 3 of 3

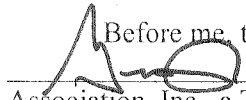
The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 23 day of December 2011.

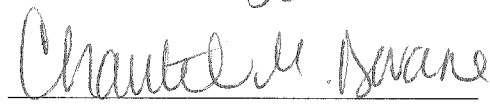
  
Gerard Tafallo  
President  
Creekstone Community Association, Inc.

*pa  
lee*

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned Notary Public, on this day personally appeared , Gerard Tafallo, President of Creekstone Community Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23 day of December, 2011.

  
Notary Public, State of Texas

Chantel M Devane  
Printed Name

My commission expires: January 9, 2016



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JAN 31 2012

FILED FOR RECORD  
8:00 AM

RETURN TO:  
MESSOCK & WALTON  
17171 Park Row, SUITE 250  
HOUSTON, TEXAS 77084



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

JAN 31 2012

  
County Clerk, Harris County, Texas

20120040521  
01/31/2012 RPI \$20.00

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**CREEKSTONE COMMUNITY ASSOCIATION, INC.  
GUIDELINES FOR ROOFING MATERIALS**

STATE OF TEXAS                    §  
  §  
COUNTY OF HARRIS               §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Creekstone Community Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding certain roofing materials therein, it is appropriate for the Association to adopt guidelines regarding certain roofing materials within the subdivision.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Roofing Materials within the Subdivision.

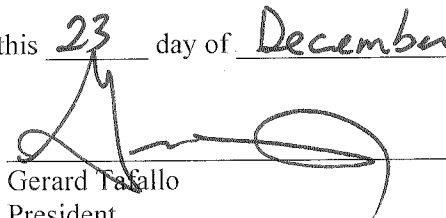
1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Control Committee. All roofing materials must be approved by the Committee prior to installation. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown or dark gray tones. Light brown, light gray, blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Control Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
  - a. be wind and hail resistant; or
  - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
  - c. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:

Creekstone Community Association, Inc.  
Guidelines for Roofing Materials  
Page 2 of 2

- a. resemble the shingles used or authorized to be used on other structures within the Subdivision; and
- b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Subdivision; and
- c. match the aesthetics of properties surrounding the owner's property.

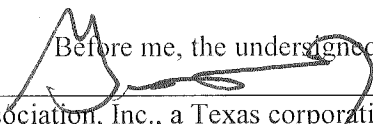
These Guidelines are effective upon recordation in the Public Records of Harris County, and supplement any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these Guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 23 day of December 2011.

  
 Gerard Tafallo  
 President  
 Creekstone Community Association, Inc.

*102 per*

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

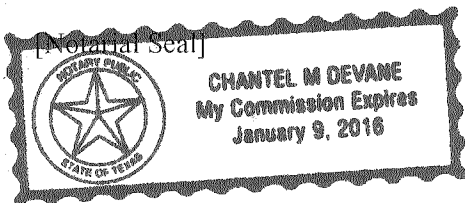
Before me, the undersigned Notary Public, on this day personally appeared , Gerard Tafallo, President of Creekstone Community Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23 day of December, 2011.

Chantel M. Devane  
Notary Public, State of Texas

Chantel Devane  
Printed Name

My commission expires: 1-9-16



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

FILED FOR RECORD  
8:00 AM

JAN 31 2012

JAN 31 2012

RETURN TO:  
MESSOCK & WALTON  
17171 Park Row, SUITE 250  
HOUSTON, TEXAS 77084



Stuart Stuart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Stuart Stuart  
County Clerk, Harris County, Texas

3  
office  
K

**CREEKSTONE COMMUNITY ASSOCIATION, INC.  
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS                   §  
  §   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HARRIS           §

WHEREAS, the Creekstone Community Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) (hereinafter referred to as Section 202.007) thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "System(s)"); and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the subdivision, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Rainwater Recovery Systems.

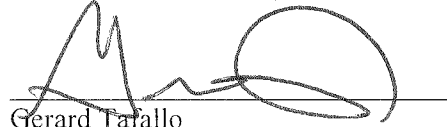
1. Rainwater Recovery Systems may be installed on a Lot only after the owner has completed and submitted the requisite Architectural Control Application to and received the written approval of the Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner who is requesting installation of a System(s). No portion of the System(s) may encroach on adjacent properties or onto a common area.
3. Other than gutters and downspouts conventionally attached to a residential dwelling or appurtenant structure, all components of the System(s), such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
  - a. placement behind a solid fence, a structure or vegetation; or
  - b. by burying the tanks or barrels; or
  - c. by placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
  - a. the barrel must not exceed 55 gallons; and
  - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and

Creekstone Community Association, Inc.  
Guidelines for Rainwater Recovery Systems  
Page 2 of 3

- c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
  - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the System(s) must not be directed onto or adversely affect adjacent properties or common areas.
  6. Inlets, ports, vents and other openings must be sealed or protected with mesh or other similar material to prevent children, animals and debris from entering the barrels, tanks or other storage devised. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Control Committee may approve a pond for water storage.
  7. Harvested water must be used and not allowed to become stagnant or a threat to health.
  8. All System(s) must be maintained in good repair. Unused System(s) should be drained and disconnected from the gutters. Any unused System(s) in public view must be removed from public view from any street or common area.

These Guidelines are effective upon recording in the Public Records of Real Property of Harris County, Texas, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these Guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 23 day of December 2011.



Gerard Tarallo  
President  
Creekstone Community Association, Inc.

for  
100



Creekstone Community Association, Inc.  
Guidelines for Rainwater Recovery Systems  
Page 3 of 3

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

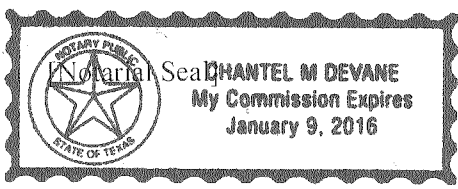
*[Signature]*  
Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, Gerard Tafallo, President of Creekstone Community Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23 day of December, 2011.

*Chantel M Devane*  
Notary Public, State of Texas

Chantel Devane  
Printed Name

My commission expires: January 9 2014



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JAN 31 2012



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED FOR RECORD  
8:00 AM

JAN 31 2012

Stan Stewart  
County Clerk, Harris County, Texas

RETURN TO:  
MESSOCK & WALTON  
17171 Park Row, SUITE 250  
HOUSTON, TEXAS 77084

3  
Notice  
K

CREEKSTONE COMMUNITY ASSOCIATION, INC.  
GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS               §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Creekstone Community Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Flags within the subdivision.

1. These Guidelines apply to the display of ("Permitted Flags"):
  - 1.1. the flag of the United States; and
  - 1.2. the flag of the State of Texas; and
  - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
  - 2.1. flags for schools, sports teams, businesses or foreign countries; or
  - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
  - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Control Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags shall be no larger than three feet (3') by five feet (5') in size.

Creekstone Community Association, Inc.  
Guidelines for Display of Flags  
Page 2 of 3

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
  - 11.1. in any location other than the Owner's property; or
  - 11.2. within a ground utility easement or encroaching into an aerial easement; or
  - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
  - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
  - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
  - 12.1. be ground mounted in the vicinity of the flag; and
  - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
  - 12.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
  - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise

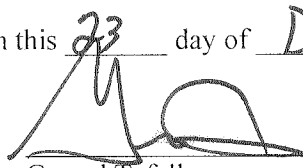
Creekstone Community Association, Inc.  
Guidelines for Display of Flags  
Page 3 of 3

levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

- 14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- 15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

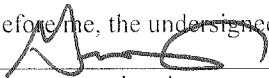
Approved and adopted by the Board on this 23 day of December 2011.



Gerard Tafallo  
President  
Creekstone Community Association, Inc.

102  
1-20

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned Notary Public, on this day personally appeared , Gerard Tafallo, President of Creekstone Community Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

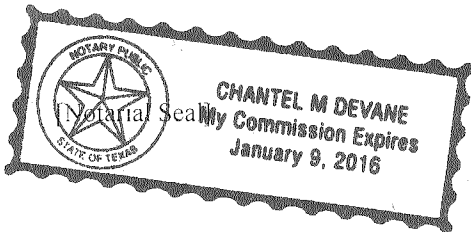
Given under my hand and seal of office this 23 day of December, 2011.



Notary Public, State of Texas

Chantel Devane  
Printed Name

My commission expires: 1-9-16



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Harris County, Texas.

FILED FOR RECORD  
8:00 AM

JAN 31 2012

JAN 31 2012

Stu Stewart  
County Clerk, Harris County, Texas

Stu Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



RETURN TO:  
MESSOCK & WALTON  
17171 Park Row, SUITE 250  
HOUSTON, TEXAS 77084

Notice  
K

**CREEKSTONE COMMUNITY ASSOCIATION, INC.  
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS                    §  
  §  
COUNTY OF HARRIS            §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Creekstone Community Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the subdivision.


NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Certain Religious Items.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such item(s) may include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches in total size.
3. The item(s) may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious item(s) may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control committee is not required for displaying religious item(s) in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any religious item(s) displayed in violation of these guidelines.

Creekstone Community Association, Inc.  
Guidelines for Display of Certain Religious Items  
Page 2 of 2


The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 23 day of December 2011.

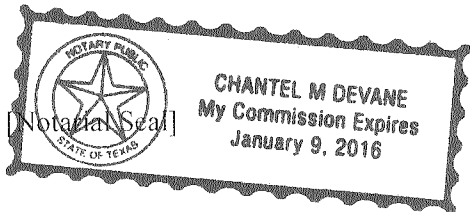
  
Gerard Tafallo  
President  
Creekstone Community Association, Inc.

*103  
file*

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned Notary Public, on this day personally appeared  Gerard Tafallo, President of Creekstone Community Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23 day of December, 2011.



  
Notary Public, State of Texas

Chantel M Devane  
Printed Name

My commission expires: 1-9-16

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

FILED FOR RECORD  
8:00 AM

JAN 31 2012

JAN 31 2012



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

  
County Clerk, Harris County, Texas

RETURN TO:  
MESSOCK & WALTON  
17171 Park Row, SUITE 250  
HOUSTON, TEXAS 77084

## **ARCHITECTURAL CONTROL GUIDELINES**

### **CREEKSTONE / SILVERSTONE**

**1999/2000**

The Architectural Control Committee (ACC) was established to enhance property values by requiring conformity to certain standards of construction, visual appeal, uniformity and design. The Covenants, Conditions and Restrictions provide that "No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration to such structure or the color thereof, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee (ACC). It is the general purpose of the ACC to approve or disapprove of applications made to it for proposed alterations, additions or changes to the exterior of the house and/or lot itself. Landscaping does not require Architectural Control Committee approval unless specifically referenced in the deed restrictions. Landscaping is defined as living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth such as bark, mulch and sod.

Any violation of those provisions of these Guidelines noted by an asterisk (\*) existing at the time these Guidelines are adopted or amended, are hereby grandfathered and exempted from compliance with those provisions. Any new construction, modification, or alteration of the grandfathered item or structure must be in compliance with those provisions of these Guidelines containing an asterisk (\*).

### **PROCEDURE**

An "Architectural Review Application" must be completed in its entirety and mailed to the address indicated on the form. All pertinent information such as plans, specifications, building permits, locations indicated on a copy of the survey, etc., should be included with the application.

These forms are available from Creekstone Community Association at 281-392-2484. The ACC cannot respond to verbal requests for approval. All applications must be made in writing, and must include surveys, where required, elevation drawings, materials and paint color samples. All costs of the application submitted must be bore by the submitting owner.

Only record owners may submit applications. Applications from tenants will be denied. If an application is not approved, the ACC will state in their letter why such approval was denied and what type of application changes, if any, would alter their decision. If an applicant wishes to discuss or appeal a decision made by the ACC, please

contact Creekstone Community Association at 281-392-2484 or email us at [creekstone@creekstonecom.com](mailto:creekstone@creekstonecom.com).

## **GUIDELINES**

The following guidelines were adopted by the ACC to specify their standards and requirements used in evaluating an application. These guidelines will be amended from time to time as the circumstances, conditions or opinions of the ACC dictate. It should be noted that each application is considered on its own merit. The ACC may grant a variance from these guidelines and/or from certain provisions of the Declaration of Covenants, Conditions and Restrictions, if the Declaration permits a variance on the issue under consideration.

In addition, it should be noted that ACC approval is required prior to the installation or construction of any improvement or change. If an improvement is made without ACC approval, the Board of Directors has the legal right to enforce its removal, by court action if necessary.

## **INDEX**

- 1.0 Room Additions
- 2.0 Siding
- 3.0 Exterior Paint and Stain
- 4.0 Outbuildings
- 5.0 Garages and Carports
- 6.0 Patio Covers and Awnings
- 7.0 Storm Windows, Screens and Doors
- 8.0 Decks
- 9.0 Swimming Pools, Pool Enclosures, and Signs
- 10.0 Solar Panels, Screens and Films
- 11.0 Fences
- 12.00 Basketball Goals
- 13.0 Yard/House Decorations and House Numbers



- 14.0 Exterior Lighting
- 15.0 Mailboxes
- 16.0 Outdoor Carpeting
- 17.0 Burglar Bars
- 18.0 Birdhouses
- 19.0 Landscaping
- 20.0 Antennas and Satellite Dishes
- 21.0 Swing Sets and Playhouse/Forts
- 22.0 Driveway Extensions and Sidewalks
- 23.0 Window Air Conditioners
- 24.0 Roofing and Wind Turbans
- 25.0 Lot and Building Maintenance

## **1.0 ROOM ADDITIONS( \* )**

- 1.1 A survey of the lot and existing improvements, showing all easements and setbacks and certified by a licensed surveyor must accompany the application.
- 1.2 Exterior materials and colors should match the house as much as possible.
- 1.3 Roof material should be the same as on the existing main dwelling.
- 1.4 Detailed plans must be submitted to the ACC, including but not limited to elevation drawings, location on the site, a list of exterior construction materials, paint, siding and roofing samples.
- 1.5 Room additions may not encroach into any utility easement or building setback line.
- 1.6 No room addition shall be constructed nearer than five (5) feet to the rear lot line or three (3) feet to the minimum setback line between the zero lot line and the home located on the adjoining lot.
- 1.7 Approval will be granted on an individual basis. Consideration will be given to the size and shape of the proposed addition, architectural style, layout of home, size of lot, and how well the room addition integrates with the existing home. Addition of a storage area will not qualify as a bonafide room addition and will not be permitted. Plans for room addition must show a room of reasonable size to constitute a legitimate request for a room addition. The roof of the addition must integrate with existing roofline so as to appear to have been part of the original home. Room additions cannot exceed one-third of the remaining back yard. It may be denied for other reasons, e.g., structural integrity, architectural suitability, etc., even if it does not use more than one-third of the remaining yard.
- 1.8 Room additions for the purpose of changing the use of the home from a single-family dwelling will be denied. For example no addition to accommodate business operations, child day care, multi-family use or any other use prohibited by the deed restrictions or any law or ordinance will be approved.
- 1.9 Landscape plans for the new addition must be submitted.

## **2.0 SIDING**

2.1 Requests will be reviewed on a case-by-case basis with color consideration based on the guidelines in Section 3.0 Exterior Paint and Stain.

## **3.0 EXTERIOR PAINT AND STAIN ( \* )**

3.1 Repainting of the home the original color does require ACC approval. Requests for color changes require approval and will be reviewed on a case-by-case basis.

3.2 Earth tone colors were most often used when the homes were originally constructed. In general, no earth tone color should receive Architectural Control Committee approval. White, certain pastel tones, and earth tone blend colors will be considered.

3.3 The color of the applicant's roof and brick color, along with colors of neighboring homes, will be taken into consideration when reviewing the application.

3.4 Paint finish should be the satin finish type.

3.5 The following colors will be considered for approval if all the conditions in paragraphs 3.2 and 3.3 are in accordance. No pink, mauve, peach, black, purple, red, light green or blue/green colors will be considered.

**BODY OF HOUSE**

Dark Browns

Light Browns/Tans

Forest Green

White

Dark Grays

Light Grays

Pastel Yellow

Beiges

**TRIM**

Light Browns/Tans

Pastel Yellow

Beiges

White

Dark Browns

Beiges

White

Light Browns/Tans

Dark Browns

Dark Grey

Light Grey

Light Grays

White

Dark Grays

White

Dark Browns

Light Browns/Tans

Dark Browns

Light Browns/Tans

Forest Green

Dark Grays

Light Grays

Wedgwood Blue

White

## 4.0 OUTBUILDINGS

4.1 An outbuilding is defined as any structure, which is not attached to the main structure. This definition does not include bonafide additions to the main residents, but does include storage sheds, gazebos, greenhouses and similar structures.

4.2 The ACC will consider the following:

A. The colors of paint and type of materials should match/blend with the predominant exterior colors of the main residence.

B. Materials should match those of the main resident in size, type color and design. Plywood or fiberboard may not be used as siding. Material designed for the purpose of being used for residential siding must be used as siding. However, the ACC will approve small-prefabricated metal storage buildings provided the color blends with the main residence.

C. Storage sheds should have a peaked roof, no higher than eight (8) feet from the ground to the highest point. It should have no more than a maximum of one hundred (100) square feet of floor space. The structure must be kept at a minimum from all setback lines or property lines as stated in the deed restriction for your section. The location must be far enough away from the fence to allow for drainage to occur entirely on the owner's lot. If possible, screen from street view. ( \* )

D. A storage building placed on a concrete slab on top of utility easement will require letters of consent to encroach by the appropriate utility company, as it will not be considered portable. If a storage building is not on the utility easement but on a slab, and can be moved, the ACC will consider it as portable.

E. No storage building may be built up against any side wall of a home unless its maximum height is less than six (6) feet and placed behind the fence. In this case, it must not be visible above the fence from the road. It also must comply with all the other requirements for proper construction, size and location.

F. Request for approval of freestanding gazebos and greenhouses will be reviewed on a case-by-case basis. A gazebo or greenhouse must be at least four (4) feet away from the house located in a rear or side fenced area. It must have a maximum height of not more than eleven (11) feet at the peak as measured from the ground or at the foundation grade from the main residence.

4.3 No storage shed, greenhouse, gazebo, or other outbuilding may be placed in front of any building setback line, and not any closer to the main streets in front of or on the side of any house than the main residential structure. Structure must be behind fence in the back yard.

## **5.0 GARAGES AND CARPORTS**

5.1 Garage conversions are not permitted.

5.2 When necessary to replace a garage door, it must be replaced with a door substantially similar to the original. The door may be made of wood or metal and must be painted to match the color scheme of the house and kept in excellent condition. No windows will be permitted in garage doors. (\* )

5.3 Carports are not permitted.

## **6.0 PATIO COVERS AND AWNINGS**

6.1 Approval for patio covers will be granted on an individual basis with consideration given to size, height, and shape of the patio cover, and size of lot.

6.2 Patio covers must be constructed of materials that complement the main structure.

6.3 Patio covers made of aluminum with a factory baked on color finish may be approved providing they are of an approved color. Unfinished aluminum will not receive ACC approval. All metal surfaces must be painted.

6.4 If attached to the house, patio covers must be integrated into the existing roofline (flush with eaves). If the cover is to be shingled, the singles must match house roof color. Entire patio cover and posts must be trimmed out to match house. Pipes are not allowed to be used in the construction of the structure. All patio covers must be located at the rear of fenced in side yard of the lot.

6.5 Patio covers must be constructed forward of all rear, side and front building setback lines.

6.6 Patio construction materials are as follows:

A. Painted wood and aluminum (to match trim of house).

B. Metal roofing color should blend with house roofing. Shingle roofing should match house roof color.

C. Pressure treated wood may be left unpainted.

D. Fiberglass is acceptable and earth tone colors such as tan, brown, beige, gray and clear may be used. No green or yellow fiberglass will be allowed. Edges of fiberglass must not be visible from surrounding properties or from the street.

E. All patio cover material, i.e., fiberglass, corrugated aluminum, metal, wood, and lattice, must be completely framed so that no raw edges of material are visible.

6.7 Patio covers may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment.

6.8 Patio covers must be situated on the lot to provide drainage solely into the owner's lot. Per deed restriction per your particular section a proposed patio cover location will require that it be guttered with downspouts, if it is to be a solid cover.

6.9 Metal and canvas awnings will not be permitted to be installed on windows to reduce solar exposure unless they are on the back side of the house on an interior lot and not visible from the street. On a corner lot or lot that backs a street, awnings will not be permitted. When allowed, they must be an approved earth-tone color, such as tan, brown, beige or gray (no blues, greens, reds etc.) and must be kept in excellent condition at all times or will be subject to immediate removal upon notification by the ACC of their unacceptable condition.

6.10 Awnings will be allowed for use on playhouses and patio covers, provided they also comply with above-mentioned requirements for proper location and color.

## **7.0 STORM WINDOWS, SCREENS AND DOORS**

7.1 Frames of these must be a color compatible with the exterior house colors.

7.2 Screen colors must be natural aluminum or color must be approved by the ACC.

7.3 Screens must be kept in excellent condition at all times.

7.4 Reflective solar screens and other reflective materials on windows and doors will not be permitted.

## **8.0 DECKS**

8.1 Decks may not encroach into any utility easement, or into any building setback lines.

8.2 Decks should be located on the lot so that they will not affect drainage of the lot or neighboring lot.

8.3 Decks may not be higher than eighteen (18) inches.

8.4 Decks must be constructed of treated wood.

8.5 If deck is stained or painted, stain or paint color must match or complement the color of the house.

8.6 To avoid termite infestation decks must be constructed at least 1 inch from the main residential structure and at least 2 inches from any demising wood fence.

## **9.0 SWIMMING POOLS, POOL ENCLOSURES AND SPAS**

9.1 No pool, spa or decking of any type may encroach into any utility easement or into any building setback line.

9.2 A pool or spa should be located at least four feet from the house and five feet from the side and rear property line or fence to maintain proper drainage on the lot.

9.3 Aboveground pools will receive special consideration. An aboveground pool should not be over four (4) feet in height. If there is a deck around the pool, it may not be wider than three (3) feet or higher than eighteen (18) inches. A variance of the deck height may be granted if an agreement in writing is signed by the adjoining neighbors. The deck may not be higher than the height of the wall of the pool. Railings for the deck may not be visible above the six- (6) foot fence. The deck around the pool must be five (5) feet from the side and rear fences.

9.4 The electrical and mechanical devices for the pool or spa must meet city code requirements, may not be located in a setback or in any location, which may cause a noise nuisance to neighbors.

9.5 Pool enclosures will be reviewed on an individual basis. Height of the enclosure may not exceed ten (10) feet. Screened enclosures are acceptable but color and material specifications must be approved.



## **10.0 SOLAR PANELS, SCREENS AND FILMS**

10.1 The ACC will approve solar panels that are unobtrusive and which blend in with the roof shingle color.

10.2 Solar collectors that are not mounted flush with the roof will not be approved.

10.3 Solar panel frames should be bronze or black in color in order to get the best blend with the shingles. All unfinished aluminum must be painted the color of the shingles.

10.4 No solar panel should be mounted so that it extends above the roofline.

10.5 The ACC prefers that solar panels be mounted on the back roof of the house rather than on the sides or front roof.

10.6 Non-reflective solar screens will be allowed on windows.

10.7 Colors and manufacturers must be acceptable to the ACC for both screens and panels.

10.8 Solar film must be the non-reflective type and must be applied professionally. Bubbled or torn solar film must be removed immediately.

## **11.0 FENCES**

11.1 Requests for changes will be reviewed on a case-by-case basis.

11.2 Rear fences on lots located on the perimeter of the neighborhood may be no higher than eight (8) feet.

11.3 Fences on the interior of the neighborhood, including fences between houses and on the street side of houses may be no higher than six (6) feet. An additional six-(6) inch kick board will be allowed at the bottom of fence.

11.4 No painting, staining or varnishing of fences will be allowed.

11.5 Fences must be constructed of the original material, i.e., either cedar, treated wood or brick and kept in excellent condition.

11.6 No split rail fences or decorative fencing will be permitted.

11.7 No fence extensions will be allowed.

11.8 Chain link fences are expressly forbidden.

11.9 Wood fences may not be attached to any structure; at least 2 inches must be left between fence and structure.

## **12.0 BASKETBALL GOALS**

12.1 All applications for basketball goals will be reviewed on a case-by-case basis.

12.2 All basketball goals, backboards, nets and posts must be maintained in excellent condition.

12.3 If the backboard is to be mounted upon the roof, a small triangular metal frame mounting structure is to be used. The mounting structure must be painted to match the shingle color.

12.4 A driveway basketball goal must be placed on the side of the driveway that is nearest to the side property line. It must be mounted on a metal pole and frame that is designed for that use. The frame and pole may be painted black or white. The pole must be permanently in the ground.

12.5 Backboards must be regulation size, and white in color with orange or green markings.

12.6 A backyard basketball goal may be mounted in the backyard, if the yard has four hundred (400) square feet in front of the goal. The goal must be mounted at least five (5) feet from the house and three (3) feet from the back or side property line.

12.7 If any complaints are received after installation, the basketball goal will be subject to immediate removal at the request of the ACC.

12.8 Basketball goals to be situated adjacent to neighbor's home bedrooms will most likely be rejected.

### **13.0 YARD/HOUSE DECORATIONS AND HOUSE NUMBERS**

13.1 There shall be no decorative appurtenances placed on front lawns or any portion of a lot visible from any street. This includes sculptures, birdbaths, birdhouses, fountains, or other decorative embellishments, unless such specific items have been approved in writing by the ACC.

13.2 Trellises, window boxes, arbors, and permanent brick borders must have ACC approval.

13.3 Benches and gates will be reviewed on an individual basis.

13.4 House numbers may be placed on house, mailbox or curb. House numbers may not be larger than six (6) inches in height, and may not be placed on the driveway or any type of freestanding structure, other than the mailbox, in the front yard.

### **14.0 EXTERIOR LIGHTING**

14.1 All exterior lighting must have ACC approval and may not be detrimental to exterior appearance of the house.

14.2 Additional exterior lighting should not be of a wattage or lumen count, which will affect neighboring homes.

14.3 Directional lights or floodlights must be aimed so as not to shine in the windows of neighboring homes.

14.4 Low voltage landscape lighting may be placed in such a way that they will blend in with the landscaping.

14.5 Security, mercury vapor, or fluorescent lights must be attached to the house. Mercury vapor, fluorescent and sodium lights are permitted in back or side yards with written approval by the neighbors affected.

14.6 Yard lights may be of gas or electric, single lamp only, with maximum height of six (6) feet. Yard lights may be placed in the front or back yard. Gas or electric lights may be black, brown, white or brass, depending on the color of the house. Determination of a suitable color will be the decision of the ACC.

## **15.0 MAILBOXES**

15.1 All individual mailboxes must be kept in excellent condition.

15.2 Where communal mailboxes are not in use, changes or improvements made to the initial mailbox will require ACC approval.

15.3 If the post is to be painted or stained, a paint sample must be submitted with the application. The ACC will consider the effect a painted or stained post will have on the street. If the proposed color will not readily blend in with the surrounding structures, the application will be denied.

15.4 Mailbox size, design and height and location must meet U.S. Post Office requirements.

15.5 Bricked mailbox stands should receive approval providing the brick matches the house. A specific sketch should be included with the application.

15.6 In sections of Creekstone, which use communal mailboxes, applications for the installation of individual mailboxes will be disapproved.

## **16.0 OUTDOOR CARPETING**

16.1 Outdoor carpeting is not allowed to be installed on a front porch or sidewalk leading to a front porch area or in any area that is visible from the street.

## **17.0 BURGLAR BARS**

17.1 Burglar bars will be approved on an individual basis by the ACC, provided they are in harmony with the house, and painted to match the color of the exterior trim. All bars must have internal lock release mechanisms.

## **18.0 BIRDHOUSES**

18.1 Maximum height of birdhouses is twelve (12) feet, mounted on two-inch diameter metal pipe, painted white or black, and must be placed in the back yard not visible from the street.

18.2 No birdhouses will be allowed in the front yard of a house.

## **19.0 LANDSCAPING**

19.1 Landscaping including timbers, bricks, stones, flower bed borders and sprinklers do not need ACC approval.

19.2 Trellises, benches, sculptures, birdbaths, fountains, landscaping lights and other decorative appurtenances must receive ACC approval if they will be visible from the street.

19.3 Landscaping must complement the style and architecture of the home and conform to color scheme of the house and neighborhood.

19.4 Lot must have solid sod with grass in the area between dwelling and the curb lines(s) of the abutting street(s), have no less than one tree at least two inches diameter in size in the front yard. Lots shall at all times be kept cut in a sanitary, healthful and attractive manner, expansion joints in driveways and sidewalks free of weeds.

## **20.0 ANTENNAS AND SATELLITE DISHES**

20.1 No electronic antenna or device of any type other than an antenna or dish for receiving normal television or satellite signals shall be erected, constructed, placed or permitted to remain on any lot, houses or buildings. Antennas must be mounted on the backside of the house. They must be lower than the roofline and must not be visible from the street.

20.2 Freestanding antennae and dishes must be located behind the rear wall of the main residential structure and dishes shall not be larger than thirty-six (36) inches in diameter.

20.3 Satellite dishes should be placed in the rear/back yard side of the house, and not be visible from the street. It may not be placed on the utility easement without written consent to encroach letters from all the affected utility companies.

## **21.0 SWING SETS AND PLAYHOUSE/FORTS**

21.1 Swing sets may not exceed a maximum height of eight (8) feet. Location will be considered for neighbor's privacy.

21.2 A playhouse/fort must be no higher than ten (10) feet maximum. If playhouse/fort has a platform, then platform may be no higher than four (4) feet off the ground and be a minimum of eight (8) feet from the side fence or rear to protect neighbor's privacy. Canvas awnings must be kept in excellent condition at all times or will be subject to immediate removal upon notification from the ACC of their unacceptable condition.

21.3 No playhouse/fort or swing set may be placed in front of any building setback line

## **22.0 DRIVEWAY EXTENSIONS AND SIDEWALKS**

- 22.1 No driveway extensions or sidewalks will be permitted to be constructed.
- 22.2 Walkways to backyards and side yards will be permitted with ACC approval.

## **23.0 WINDOW AIR CONDITIONERS**

- 23.1 No window or wall type air conditioner shall be installed, erected, placed, or maintained on or in any building that is within view from the street and without prior written approval from the ACC.

## **24.0 ROOFING AND WIND TURBANS**

- 24.1 Replacing the complete roof using the same color shingles does require ACC approval.
- 24.2 Roofing requests with color changes will be reviewed on a case-by-case basis. Roof color must be earth tones. The colors of white, red, green, and blue will not be approved as a roof color by the ACC.
- 24.3 Roofing material must be 235 pound or better asphalt or composition type shingles. Other materials will not be permitted.
- 24.4 Roof patching will be approved if shingle size and color is the same as the existing roof.
- 24.5 When replacing wind turbans, they should be placed in the same position on the roof as originally installed. Must be on the backside of the roofline.
- 24.6 Roof vents, which are built into the roof ridge, may replace wind turbans, or power fan vents provided the covers match the color of the roof and on the backside of the roofline.

**25.0 LOT AND BUILDING MAINTENANCE.**

25.1 The owners or occupants of all lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any lot for storage for materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. All fences and buildings including but not limited to the main residence and garage if any, which have been erected on any lot shall be maintained in good repair and condition, by owner, and owner shall promptly repair or replace the same in the event of partial or total destruction or ordinary deterioration, wear and tear. Any modification of any building due to repairs, replacement, or maintenance shall be first submitted to the ACC for approval.

25.2 Each owner shall maintain in good condition and repair all structures on the lot including, but not limited to, all windows, doors, garage doors, roofs, siding, brickwork, stucco, masonry, trim, plumbing, fences, driveways, sidewalks, gas and electrical. By way of example, not of limitation, wood rot, damaged brick, oil stained driveways and other stains, fading, peeling or aged paint or stain, mildew, broken doors or windows, rotting or falling fences shall be considered violations of deed restrictions, which the owner of a lot shall repair or replace upon association demand.

## **ARCHITECTURAL CONTROL GUIDELINES**

### **CREEKSTONE / SILVERSTONE**

**1999/2000**

The Architectural Control Committee (ACC) was established to enhance property values by requiring conformity to certain standards of construction, visual appeal, uniformity and design. The Covenants, Conditions and Restrictions provide that "No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration to such structure or the color thereof, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee (ACC). It is the general purpose of the ACC to approve or disapprove of applications made to it for proposed alterations, additions or changes to the exterior of the house and/or lot itself. Landscaping does not require Architectural Control Committee approval unless specifically referenced in the deed restrictions. Landscaping is defined as living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth such as bark, mulch and sod.

Any violation of those provisions of these Guidelines noted by an asterisk (\*) existing at the time these Guidelines are adopted or amended, are hereby grandfathered and exempted from compliance with those provisions. Any new construction, modification, or alteration of the grandfathered item or structure must be in compliance with those provisions of these Guidelines containing an asterisk (\*).

### **PROCEDURE**

An "Architectural Review Application" must be completed in its entirety and mailed to the address indicated on the form. All pertinent information such as plans, specifications, building permits, locations indicated on a copy of the survey, etc., should be included with the application.

These forms are available from Creekstone Community Association at 281-392-2484. The ACC cannot respond to verbal requests for approval. All applications must be made in writing, and must include surveys, where required, elevation drawings, materials and paint color samples. All costs of the application submitted must be bore by the submitting owner.

Only record owners may submit applications. Applications from tenants will be denied. If an application is not approved, the ACC will state in their letter why such approval was denied and what type of application changes, if any, would alter their decision. If an applicant wishes to discuss or appeal a decision made by the ACC, please



contact Creekstone Community Association at 281-392-2484 or email us at [creekstone@creekstonecom.com](mailto:creekstone@creekstonecom.com).

## **GUIDELINES**

The following guidelines were adopted by the ACC to specify their standards and requirements used in evaluating an application. These guidelines will be amended from time to time as the circumstances, conditions or opinions of the ACC dictate. It should be noted that each application is considered on its own merit. The ACC may grant a variance from these guidelines and/or from certain provisions of the Declaration of Covenants, Conditions and Restrictions, if the Declaration permits a variance on the issue under consideration.

In addition, it should be noted that ACC approval is required prior to the installation or construction of any improvement or change. If an improvement is made without ACC approval, the Board of Directors has the legal right to enforce its removal, by court action if necessary.

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- 2.0 Siding
- 3.0 Exterior Paint and Stain
- 4.0 Outbuildings
- 5.0 Garages and Carports
- 6.0 Patio Covers and Awnings
- 7.0 Storm Windows, Screens and Doors
- 8.0 Decks
- 9.0 Swimming Pools, Pool Enclosures, and Signs
- 10.0 Solar Panels, Screens and Films
- 11.0 Fences
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- 14.0 Exterior Lighting
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## **1.0 ROOM ADDITIONS( \* )**

- 1.1 A survey of the lot and existing improvements, showing all easements and setbacks and certified by a licensed surveyor must accompany the application.
- 1.2 Exterior materials and colors should match the house as much as possible.
- 1.3 Roof material should be the same as on the existing main dwelling.
- 1.4 Detailed plans must be submitted to the ACC, including but not limited to elevation drawings, location on the site, a list of exterior construction materials, paint, siding and roofing samples.
- 1.5 Room additions may not encroach into any utility easement or building setback line.
- 1.6 No room addition shall be constructed nearer than five (5) feet to the rear lot line or three (3) feet to the minimum setback line between the zero lot line and the home located on the adjoining lot.
- 1.7 Approval will be granted on an individual basis. Consideration will be given to the size and shape of the proposed addition, architectural style, layout of home, size of lot, and how well the room addition integrates with the existing home. Addition of a storage area will not qualify as a bonafide room addition and will not be permitted. Plans for room addition must show a room of reasonable size to constitute a legitimate request for a room addition. The roof of the addition must integrate with existing roofline so as to appear to have been part of the original home. Room additions cannot exceed one-third of the remaining back yard. It may be denied for other reasons, e.g., structural integrity, architectural suitability, etc., even if it does not use more than one-third of the remaining yard.
- 1.8 Room additions for the purpose of changing the use of the home from a single-family dwelling will be denied. For example no addition to accommodate business operations, child day care, multi-family use or any other use prohibited by the deed restrictions or any law or ordinance will be approved.
- 1.9 Landscape plans for the new addition must be submitted.

## **2.0 SIDING**

2.1 Requests will be reviewed on a case-by-case basis with color consideration based on the guidelines in Section 3.0 Exterior Paint and Stain.

## **3.0 EXTERIOR PAINT AND STAIN ( \* )**

3.1 Repainting of the home the original color does require ACC approval. Requests for color changes require approval and will be reviewed on a case-by-case basis.

3.2 Earth tone colors were most often used when the homes were originally constructed. In general, no earth tone color should receive Architectural Control Committee approval. White, certain pastel tones, and earth tone blend colors will be considered.

3.3 The color of the applicant's roof and brick color, along with colors of neighboring homes, will be taken into consideration when reviewing the application.

3.4 Paint finish should be the satin finish type.

3.5 The following colors will be considered for approval if all the conditions in paragraphs 3.2 and 3.3 are in accordance. No pink, mauve, peach, black, purple, red, light green or blue/green colors will be considered.

**BODY OF HOUSE**

Dark Browns

Light Browns/Tans

Forest Green

White

Dark Grays

Light Grays

Pastel Yellow

Beiges

**TRIM**

Light Browns/Tans

Pastel Yellow

Beiges

White

Dark Browns

Beiges

White

Light Browns/Tans

Dark Browns

Dark Grey

Light Grey

Light Grays

White

Dark Grays

White

Dark Browns

Light Browns/Tans

Dark Browns

Light Browns/Tans

Forest Green

Dark Grays

Light Grays

Wedgwood Blue

White

## 4.0 OUTBUILDINGS

4.1 An outbuilding is defined as any structure, which is not attached to the main structure. This definition does not include bonafide additions to the main residents, but does include storage sheds, gazebos, greenhouses and similar structures.

4.2 The ACC will consider the following:

- A. The colors of paint and type of materials should match/blend with the predominant exterior colors of the main residence.
- B. Materials should match those of the main resident in size, type color and design. Plywood or fiberboard may not be used as siding. Material designed for the purpose of being used for residential siding must be used as siding. However, the ACC will approve small-prefabricated metal storage buildings provided the color blends with the main residence.
- C. Storage sheds should have a peaked roof, no higher than eight (8) feet from the ground to the highest point. It should have no more than a maximum of one hundred (100) square feet of floor space. The structure must be kept at a minimum from all setback lines or property lines as stated in the deed restriction for your section. The location must be far enough away from the fence to allow for drainage to occur entirely on the owner's lot. If possible, screen from street view. ( \* )
- D. A storage building placed on a concrete slab on top of utility easement will require letters of consent to encroach by the appropriate utility company, as it will not be considered portable. If a storage building is not on the utility easement but on a slab, and can be moved, the ACC will consider it as portable.
- E. No storage building may be built up against any side wall of a home unless its maximum height is less than six (6) feet and placed behind the fence. In this case, it must not be visible above the fence from the road. It also must comply with all the other requirements for proper construction, size and location.
- F. Request for approval of freestanding gazebos and greenhouses will be reviewed on a case-by-case basis. A gazebo or greenhouse must be at least four (4) feet away from the house located in a rear or side fenced area. It must have a maximum height of not more than eleven (11) feet at the peak as measured from the ground or at the foundation grade from the main residence.

4.3 No storage shed, greenhouse, gazebo, or other outbuilding may be placed in front of any building setback line, and not any closer to the main streets in front of or on the side of any house than the main residential structure. Structure must be behind fence in the back yard.

## **5.0 GARAGES AND CARPORTS**

5.1 Garage conversions are not permitted.

5.2 When necessary to replace a garage door, it must be replaced with a door substantially similar to the original. The door may be made of wood or metal and must be painted to match the color scheme of the house and kept in excellent condition. No windows will be permitted in garage doors. (\* )

5.3 Carports are not permitted.

## **6.0 PATIO COVERS AND AWNINGS**

6.1 Approval for patio covers will be granted on an individual basis with consideration given to size, height, and shape of the patio cover, and size of lot.

6.2 Patio covers must be constructed of materials that complement the main structure.

6.3 Patio covers made of aluminum with a factory baked on color finish may be approved providing they are of an approved color. Unfinished aluminum will not receive ACC approval. All metal surfaces must be painted.

6.4 If attached to the house, patio covers must be integrated into the existing roofline (flush with eaves). If the cover is to be shingled, the singles must match house roof color. Entire patio cover and posts must be trimmed out to match house. Pipes are not allowed to be used in the construction of the structure. All patio covers must be located at the rear of fenced in side yard of the lot.

6.5 Patio covers must be constructed forward of all rear, side and front building setback lines.

6.6 Patio construction materials are as follows:

A. Painted wood and aluminum (to match trim of house).

B. Metal roofing color should blend with house roofing. Shingle roofing should match house roof color.

C. Pressure treated wood may be left unpainted.

D. Fiberglass is acceptable and earth tone colors such as tan, brown, beige, gray and clear may be used. No green or yellow fiberglass will be allowed. Edges of fiberglass must not be visible from surrounding properties or from the street.

E. All patio cover material, i.e., fiberglass, corrugated aluminum, metal, wood, and lattice, must be completely framed so that no raw edges of material are visible.

6.7 Patio covers may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment.

6.8 Patio covers must be situated on the lot to provide drainage solely into the owner's lot. Per deed restriction per your particular section a proposed patio cover location will require that it be guttered with downspouts, if it is to be a solid cover.

6.9 Metal and canvas awnings will not be permitted to be installed on windows to reduce solar exposure unless they are on the back side of the house on an interior lot and not visible from the street. On a corner lot or lot that backs a street, awnings will not be permitted. When allowed, they must be an approved earth-tone color, such as tan, brown, beige or gray (no blues, greens, reds etc.) and must be kept in excellent condition at all times or will be subject to immediate removal upon notification by the ACC of their unacceptable condition.

6.10 Awnings will be allowed for use on playhouses and patio covers, provided they also comply with above-mentioned requirements for proper location and color.

## **7.0 STORM WINDOWS, SCREENS AND DOORS**

7.1 Frames of these must be a color compatible with the exterior house colors.

7.2 Screen colors must be natural aluminum or color must be approved by the ACC.

7.3 Screens must be kept in excellent condition at all times.

7.4 Reflective solar screens and other reflective materials on windows and doors will not be permitted.

## **8.0 DECKS**

8.1 Decks may not encroach into any utility easement, or into any building setback lines.

8.2 Decks should be located on the lot so that they will not affect drainage of the lot or neighboring lot.

8.3 Decks may not be higher than eighteen (18) inches.

8.4 Decks must be constructed of treated wood.

8.5 If deck is stained or painted, stain or paint color must match or complement the color of the house.

8.6 To avoid termite infestation decks must be constructed at least 1 inch from the main residential structure and at least 2 inches from any demising wood fence.



## **9.0 SWIMMING POOLS, POOL ENCLOSURES AND SPAS**

9.1 No pool, spa or decking of any type may encroach into any utility easement or into any building setback line.

9.2 A pool or spa should be located at least four feet from the house and five feet from the side and rear property line or fence to maintain proper drainage on the lot.

9.3 Aboveground pools will receive special consideration. An aboveground pool should not be over four (4) feet in height. If there is a deck around the pool, it may not be wider than three (3) feet or higher than eighteen (18) inches. A variance of the deck height may be granted if an agreement in writing is signed by the adjoining neighbors. The deck may not be higher than the height of the wall of the pool. Railings for the deck may not be visible above the six- (6) foot fence. The deck around the pool must be five (5) feet from the side and rear fences.

9.4 The electrical and mechanical devices for the pool or spa must meet city code requirements, may not be located in a setback or in any location, which may cause a noise nuisance to neighbors.

9.5 Pool enclosures will be reviewed on an individual basis. Height of the enclosure may not exceed ten (10) feet. Screened enclosures are acceptable but color and material specifications must be approved.

## **10.0 SOLAR PANELS, SCREENS AND FILMS**

10.1 The ACC will approve solar panels that are unobtrusive and which blend in with the roof shingle color.

10.2 Solar collectors that are not mounted flush with the roof will not be approved.

10.3 Solar panel frames should be bronze or black in color in order to get the best blend with the shingles. All unfinished aluminum must be painted the color of the shingles.

10.4 No solar panel should be mounted so that it extends above the roofline.

10.5 The ACC prefers that solar panels be mounted on the back roof of the house rather than on the sides or front roof.

10.6 Non-reflective solar screens will be allowed on windows.

10.7 Colors and manufacturers must be acceptable to the ACC for both screens and panels.

10.8 Solar film must be the non-reflective type and must be applied professionally. Bubbled or torn solar film must be removed immediately.

## **11.0 FENCES**

11.1 Requests for changes will be reviewed on a case-by-case basis.

11.2 Rear fences on lots located on the perimeter of the neighborhood may be no higher than eight (8) feet.

11.3 Fences on the interior of the neighborhood, including fences between houses and on the street side of houses may be no higher than six (6) feet. An additional six-(6) inch kick board will be allowed at the bottom of fence.

11.4 No painting, staining or varnishing of fences will be allowed.

11.5 Fences must be constructed of the original material, i.e., either cedar, treated wood or brick and kept in excellent condition.

11.6 No split rail fences or decorative fencing will be permitted.

11.7 No fence extensions will be allowed.

11.8 Chain link fences are expressly forbidden.

11.9 Wood fences may not be attached to any structure; at least 2 inches must be left between fence and structure.

## **12.0 BASKETBALL GOALS**

12.1 All applications for basketball goals will be reviewed on a case-by-case basis.

12.2 All basketball goals, backboards, nets and posts must be maintained in excellent condition.

12.3 If the backboard is to be mounted upon the roof, a small triangular metal frame mounting structure is to be used. The mounting structure must be painted to match the shingle color.

12.4 A driveway basketball goal must be placed on the side of the driveway that is nearest to the side property line. It must be mounted on a metal pole and frame that is designed for that use. The frame and pole may be painted black or white. The pole must be permanently in the ground.

12.5 Backboards must be regulation size, and white in color with orange or green markings.

12.6 A backyard basketball goal may be mounted in the backyard, if the yard has four hundred (400) square feet in front of the goal. The goal must be mounted at least five (5) feet from the house and three (3) feet from the back or side property line.

12.7 If any complaints are received after installation, the basketball goal will be subject to immediate removal at the request of the ACC.

12.8 Basketball goals to be situated adjacent to neighbor's home bedrooms will most likely be rejected.

### **13.0 YARD/HOUSE DECORATIONS AND HOUSE NUMBERS**

13.1 There shall be no decorative appurtenances placed on front lawns or any portion of a lot visible from any street. This includes sculptures, birdbaths, birdhouses, fountains, or other decorative embellishments, unless such specific items have been approved in writing by the ACC.

13.2 Trellises, window boxes, arbors, and permanent brick borders must have ACC approval.

13.3 Benches and gates will be reviewed on an individual basis.

13.4 House numbers may be placed on house, mailbox or curb. House numbers may not be larger than six (6) inches in height, and may not be placed on the driveway or any type of freestanding structure, other than the mailbox, in the front yard.

### **14.0 EXTERIOR LIGHTING**

14.1 All exterior lighting must have ACC approval and may not be detrimental to exterior appearance of the house.

14.2 Additional exterior lighting should not be of a wattage or lumen count, which will affect neighboring homes.

14.3 Directional lights or floodlights must be aimed so as not to shine in the windows of neighboring homes.

14.4 Low voltage landscape lighting may be placed in such a way that they will blend in with the landscaping.

14.5 Security, mercury vapor, or fluorescent lights must be attached to the house. Mercury vapor, fluorescent and sodium lights are permitted in back or side yards with written approval by the neighbors affected.

14.6 Yard lights may be of gas or electric, single lamp only, with maximum height of six (6) feet. Yard lights may be placed in the front or back yard. Gas or electric lights may be black, brown, white or brass, depending on the color of the house. Determination of a suitable color will be the decision of the ACC.

## **15.0 MAILBOXES**

15.1 All individual mailboxes must be kept in excellent condition.

15.2 Where communal mailboxes are not in use, changes or improvements made to the initial mailbox will require ACC approval.

15.3 If the post is to be painted or stained, a paint sample must be submitted with the application. The ACC will consider the effect a painted or stained post will have on the street. If the proposed color will not readily blend in with the surrounding structures, the application will be denied.

15.4 Mailbox size, design and height and location must meet U.S. Post Office requirements.

15.5 Bricked mailbox stands should receive approval providing the brick matches the house. A specific sketch should be included with the application.

15.6 In sections of Creekstone, which use communal mailboxes, applications for the installation of individual mailboxes will be disapproved.

## **16.0 OUTDOOR CARPETING**

16.1 Outdoor carpeting is not allowed to be installed on a front porch or sidewalk leading to a front porch area or in any area that is visible from the street.

## **17.0 BURGLAR BARS**

17.1 Burglar bars will be approved on an individual basis by the ACC, provided they are in harmony with the house, and painted to match the color of the exterior trim. All bars must have internal lock release mechanisms.

## **18.0 BIRDHOUSES**

18.1 Maximum height of birdhouses is twelve (12) feet, mounted on two-inch diameter metal pipe, painted white or black, and must be placed in the back yard not visible from the street.

18.2 No birdhouses will be allowed in the front yard of a house.

## **19.0 LANDSCAPING**

19.1 Landscaping including timbers, bricks, stones, flower bed borders and sprinklers do not need ACC approval.

19.2 Trellises, benches, sculptures, birdbaths, fountains, landscaping lights and other decorative appurtenances must receive ACC approval if they will be visible from the street.

19.3 Landscaping must complement the style and architecture of the home and conform to color scheme of the house and neighborhood.

19.4 Lot must have solid sod with grass in the area between dwelling and the curb lines(s) of the abutting street(s), have no less than one tree at least two inches diameter in size in the front yard. Lots shall at all times be kept cut in a sanitary, healthful and attractive manner, expansion joints in driveways and sidewalks free of weeds.

## **20.0 ANTENNAS AND SATELLITE DISHES**

20.1 No electronic antenna or device of any type other than an antenna or dish for receiving normal television or satellite signals shall be erected, constructed, placed or permitted to remain on any lot, houses or buildings. Antennas must be mounted on the backside of the house. They must be lower than the roofline and must not be visible from the street.

20.2 Freestanding antennae and dishes must be located behind the rear wall of the main residential structure and dishes shall not be larger than thirty-six (36) inches in diameter.

20.3 Satellite dishes should be placed in the rear/back yard side of the house, and not be visible from the street. It may not be placed on the utility easement without written consent to encroach letters from all the affected utility companies.

## **21.0 SWING SETS AND PLAYHOUSE/FORTS**

21.1 Swing sets may not exceed a maximum height of eight (8) feet. Location will be considered for neighbor's privacy.

21.2 A playhouse/fort must be no higher than ten (10) feet maximum. If playhouse/fort has a platform, then platform may be no higher than four (4) feet off the ground and be a minimum of eight (8) feet from the side fence or rear to protect neighbor's privacy. Canvas awnings must be kept in excellent condition at all times or will be subject to immediate removal upon notification from the ACC of their unacceptable condition.

21.3 No playhouse/fort or swing set may be placed in front of any building setback line

## **22.0 DRIVEWAY EXTENSIONS AND SIDEWALKS**

- 22.1 No driveway extensions or sidewalks will be permitted to be constructed.
- 22.2 Walkways to backyards and side yards will be permitted with ACC approval.

## **23.0 WINDOW AIR CONDITIONERS**

- 23.1 No window or wall type air conditioner shall be installed, erected, placed, or maintained on or in any building that is within view from the street and without prior written approval from the ACC.

## **24.0 ROOFING AND WIND TURBANS**

- 24.1 Replacing the complete roof using the same color shingles does require ACC approval.
- 24.2 Roofing requests with color changes will be reviewed on a case-by-case basis. Roof color must be earth tones. The colors of white, red, green, and blue will not be approved as a roof color by the ACC.
- 24.3 Roofing material must be 235 pound or better asphalt or composition type shingles. Other materials will not be permitted.
- 24.4 Roof patching will be approved if shingle size and color is the same as the existing roof.
- 24.5 When replacing wind turbans, they should be placed in the same position on the roof as originally installed. Must be on the backside of the roofline.
- 24.6 Roof vents, which are built into the roof ridge, may replace wind turbans, or power fan vents provided the covers match the color of the roof and on the backside of the roofline.

## **25.0 LOT AND BUILDING MAINTENANCE.**

25.1 The owners or occupants of all lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any lot for storage for materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. All fences and buildings including but not limited to the main residence and garage if any, which have been erected on any lot shall be maintained in good repair and condition, by owner, and owner shall promptly repair or replace the same in the event of partial or total destruction or ordinary deterioration, wear and tear. Any modification of any building due to repairs, replacement, or maintenance shall be first submitted to the ACC for approval.

25.2 Each owner shall maintain in good condition and repair all structures on the lot including, but not limited to, all windows, doors, garage doors, roofs, siding, brickwork, stucco, masonry, trim, plumbing, fences, driveways, sidewalks, gas and electrical. By way of example, not of limitation, wood rot, damaged brick, oil stained driveways and other stains, fading, peeling or aged paint or stain, mildew, broken doors or windows, rotting or falling fences shall be considered violations of deed restrictions, which the owner of a lot shall repair or replace upon association demand.



BY-LAWS  
OF  
SILVERSTONE COMMUNITY ASSOCIATION, INC.

ARTICLE I.  
NAME AND LOCATION

The name of the corporation is Silverstone Community Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1929 Allen Parkway, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to Silverstone Community Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and commercial reserves excluded from the scope of the Restrictions.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Developer" shall mean and refer to FIRST GENERAL REALTY CORP. AND VENTURES TO WHICH IT IS A PARTY its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development.

Section 7. "Restrictions" shall mean and refer to the Restrictions applicable to the Properties filed under County Clerk's File No. F262999, recorded under Film Code No. 173-05-1531, of the Official Public Records of Real Property of Harris County, Texas, and any amendments thereafter or such other restrictions created by additional properties dedicated to the subdivision by the Developer.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Restrictions and Articles of Incorporation.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the 21<sup>st</sup> day of JULY, 1978, and subsequent meetings shall be held on the anniversary dates at 8:00 p.m.; if a legal holiday, then on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the votes of the Class A membership.

Section 3. Notice of Meetings. No written notice will be required for the Annual Meetings of the members. Written notice of each Special Meeting of the members shall be given by the Secretary or person authorized to call the meetings. Notice shall be mailed, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote. Notice shall be addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, date, hour and purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, Restrictions or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice of other than an announcement at the meeting until a quorum shall be present or represented.

Section 5. Proxies. At all meetings, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV.

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, two directors for a term of two years, and two directors for a term of three years; and at each annual meeting thereafter, the members shall elect directors as may be needed.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval and consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V.

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors,

and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and Restrictions. The persons receiving the largest number of votes shall be elected.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infractions of published rules and regulations:

(c) exercising for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation, or the Restrictions;

(d) declare the office of a member of the Board of Directors to be vacant in the event each such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, and independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Restrictions,  
to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same, if in the judgment of the Association it is necessary;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board before the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(f) to cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(g) to cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers that the Board, from time to time, by resolution may create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.



Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of Special Offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it upon the minutes of the meetings of the Board of Directors and members and upon all other papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep property books of account; cause a report of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting. Copies of these documents shall be available for purchase at a reasonable cost.

ARTICLE IX.

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Restrictions, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X.

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, these By-Laws of the Association, and the Restrictions shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

ARTICLE XI.

REMEDIES FOR NON-PAYMENT OF ASSESSMENT

As more fully provided in the Restrictions, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the

property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of this Lot.

ARTICLE XII.

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SILVERSTONE COMMUNITY ASSOCIATION, INC.

ARTICLE XIII.

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. While there is Class B membership, any effort by the Board of Directors to mortgage the Common Area or dedicate the Common Area to any public authority must be submitted to the Federal Housing Administration for approval prior to the act.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.

ARTICLE XIV.

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the SILVERSTONE COMMUNITY ASSOCIATION, INC., have hereunto set out hands this 21<sup>st</sup> day of July, 1977.

Don Nicholas  
Don Nicholas

B. G. Butler  
B. G. Butler

Don Barnhill  
Don Barnhill

Steve Gilmore  
Steve Gilmore

Alan Greenwood  
Alan Greenwood



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 11700 Katy Freeway Ste 1100 Houston TX 77079	<b>CONTACT NAME:</b> Norma Noonan <b>PHONE (A/C, No, Ext):</b> 713-952-9990 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> nnoonan@higginbotham.net														
<b>INSURED</b> Creekstone Community Association, Inc. P.O. Box 6831 Katy TX 77491	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:** 810417062      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SVRD3533645A	9/1/2019	9/1/2020	EACH OCCURRENCE      \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 100,000 MED EXP (Any one person)      \$ PERSONAL & ADV INJURY      \$ 1,000,000 GENERAL AGGREGATE      \$ 2,000,000 PRODUCTS - COMP/OP AGG      \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)      \$ BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE      \$ AGGREGATE      \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$ E.L. DISEASE - EA EMPLOYEE      \$ E.L. DISEASE - POLICY LIMIT      \$
A	Property			SVRD3533645A	9/1/2019	9/1/2020	Blanket Amount      \$950,380

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Replacement cost subject to exact policy terms and conditions  
 Deductibles: 1% Windstorm and Hail, \$500 All other named perils

<b>CERTIFICATE HOLDER</b>  This certificate is intended to evidence certain coverages for PUD certification only.	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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