

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**RIVERWALK, SECTION 3**

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY X

This Declaration, made on the date hereinafter set forth by Riverwalk Ventures, Ltd., a Texas Limited Partnership, hereinafter referred to as "Developer,"

**WITNESSETH:**

WHEREAS, Riverwalk Ventures, Ltd., a Texas limited partnership, ("Developer") is the Developer of that certain tract of land known as "Riverwalk, Section Three" being a Subdivision of 631.92, acres of land, (owned by Riverwalk Ventures, Ltd., and Riverwalk, Inc.) situated in the George Mason Survey, Abstract No. 341 and the Thomas Vanhorn Survey, Abstract No. 587, Montgomery County, Texas according to the plat ("Plat") of said Riverwalk, Section Three, recorded in the office of the County Clerk of Montgomery County, Texas on the 14<sup>th</sup> day of September 1999, after having been approved as provided by law, and being recorded in Cabinet M, Sheet(s) 164 thru 171, of the Map Records of Montgomery County, Texas (hereinafter referred to as the "Property" or the "Subdivision"); and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Subdivision known as Riverwalk, Section Three, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to the areas identified or platted as a Reserve or Unrestricted Reserve on the Plat or to any area not included in the boundaries of said Plat. Developer also declares that this Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

**ARTICLE I**

**DEFINITIONS**

Section 1.01. "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation any property adjacent to or in proximity of the Property, or any subsequent Section or Sections of Riverwalk.

Section 1.02. "Association" shall mean and refer to Riverwalk Property Owners Association, and its successors and assigns.

Section 1.03. "Riverwalk" shall mean and refer to this Subdivision and any other sections of Riverwalk hereafter made subject to the jurisdiction of the Association.

Section 1.04. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.05. "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.06. "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Developer and/or the Association for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to, parks, open spaces, lakes, canals, lake road crossings, dams, greenbelt areas and other facilities and areas designated on the Plat within the Common Area to which the Owners may hereafter become entitled to use.

Section 1.07. "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.08. "Developer" shall mean and refer to Riverwalk Ventures, Ltd., and its successors and assigns.

Section 1.09. "Lot" shall mean and refer to any plot of land identified as a Lot or tract on the plat of the Subdivision. For purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Common Areas," "Reserves," "Restricted Reserves" or "Unrestricted Reserves," (defined herein as any Common Areas, Reserves, Restricted Reserves or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area.

Section 1.10. "Waterfront and/or Lakefront Lot" shall mean and refer to any Lot which shall abut upon any lake, stream, river, canal or other waterway (hereinafter collectively referred to as "Waterways") and shall be subject to the following additional restrictions:

- (1) No wharf, pier, bulkhead, or other structure, or obstruction shall be built or maintained upon any waterfront site or into or upon any Waterway on the Property or adjacent thereto except with the specific written approval of the Developer. No structure or obstruction shall be permitted if it offers any threat whatsoever to safe navigation upon such Waterway or to the safe and convenient use of such Waterway as a recreation facility.
- (2) Except as approved by the Developer, no boat canal shall be constructed or installed upon any Lot which shall in any way alter the course of or natural boundaries of any Waterway, or which shall involve or result in the removal of water from any Waterway.
- (3) Except as approved by the Developer, no boat, hoists, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any Lot, nor shall any boat trailer be stored on any lot in such manner as to violate these restrictions or any regulation of the Riverwalk Property Owners Association.
- (4) The Developer, and upon the Transfer Control Date, the Board of Directors of the Association, shall have the right and authority to amend or modify these Rules and Regulations for the Lake in the event it deems such amendment or modification to be in the best interest of the subdivision.

Section 1.11. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.

## ARTICLE II

**RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

Section 2.01. **"Recorded Subdivision Map of the Property"**. The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02. **"Easements"**. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. Developer and its assigns further expressly reserves the right to enter upon any Lot for the purpose of constructing or maintaining any natural drainage pattern, area of easement. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or Lots. Any utility company serving the Subdivision and/or any Utility District serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, water district, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns on any other property of the Owner on the property covered by said easements.

Section 2.03. **"Title Subject to Easements"**. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots.

Section 2.04. **"Utility Easements"**.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain paved drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any paved drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the paved drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.05. **"Right of Use"**. The Owner of any Waterway Lot shall have the exclusive right to use any portion of land lying beyond the platted Lot line and the waters edge, however, the Owner assumes all risk of all loss or damage to Owner's structures or property thereon.

Section 2.06. **"Use of Waterway"**. The Waterway area shall be Common Area to be used by Owners in any Section of Riverwalk Subdivision and their guests for recreation and outdoor activities as may be permitted and regulated by the Developer or the Association. The use of the Waterway shall be permitted and regulated by the Developer and, upon the Transfer Control Date, the Association and any

Owner's failure to comply with such rules and regulations regarding use of the Waterway shall allow the Developer or Association, as the case may be, to suspend said Owner's use privileges of the Waterway as set forth in Article 5.04 hereof. Further, the Lake shall be subject to the following rules and regulations:

- (1) No boat or water craft of any kind, that uses or is propelled by an internal combustion engine or external furnace shall be operated upon any Waterway, unless approved by the Association;
- (2) The Developer, and upon the Transfer Control Date, the Board of Directors of the Association, shall have the right and authority to amend or modify these Rules and Regulations for the Lake in the event it deems such amendment or modification to be in the best interest of the subdivision; and
- (3) The violation of any of these Rules and Regulations for the Lake shall be cause for suspension of the violator's right to use the lake and other recreational facilities in the subdivision for a period as may be determined by the Board of Directors of the Association.

Section 2.07. "Roads and Streets". Subject to the terms and conditions of this Section 2.07, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Developer sees fit to install (or permit to be installed) in, across and/or under the Property.

### ARTICLE III

#### USE RESTRICTIONS

Section 3.01. "Single Family Residential Construction". No building shall be erected, altered, placed or permitted to remain on any Lot or Composite Building Site other than one dwelling unit ("Dwelling") per each Lot to be used solely for residential purposes except that one guest/servants house may be built provided said guest/servants house must contain a minimum of 500 square feet and be built after or while the main dwelling is being built and be approved in writing by the Architectural Control Committee prior to construction. Detached garages, work shops, and barns may be constructed on the property prior to the main dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes provided, however, and in any event, the construction of the main dwelling must begin within two (2) years of completion of any non residential buildings. All dwellings, detached garages, work shop, and barns must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. The term "dwelling" does not include single or double wide manufactured or mobile homes, or any old or used houses to be moved on the Lot and said manufactured or mobile and used homes are not permitted within the Subdivision. All dwellings must have at least 1800 square feet of living area, excluding porches, and be built with new construction materials provided. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the setting of forms for the foundation of said building or structure. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. Provided, however, an Owner may maintain a home office in a dwelling with no advertising signs or regular visits by customers or clients.

Section 3.02. "Composite Building Site". Any Owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting

site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated to the Plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of all Lots in the same block and shall be considered one Lot for purposes of the Maintenance Charge set forth in Article VI hereof.

Section 3.03. "Location of the Improvements upon the Lot". No building of any kind shall be located on any Lot nearer to any side or rear property line, or nearer to any public road or nearer to any Waterway than as maybe indicated on the Plat; provided, however, as to any Lot, the Architectural Control Committee may waive or alter any such setback line if the Architectural Control Committee, in the exercise of the Architectural Control Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a Lot. Any such waiver or alteration must be in writing and recorded in the Deed of Records of Montgomery County, Texas. All dwellings placed on Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, provided that, all Lots that front on or are adjacent to a Waterway shall be equipped with a proprietary aerobic sewage disposal system, and all such dwellings must be served with water and electricity. The main residential structure on any Lot shall face the front of the Lot towards the street or road, unless a deviation is approved in writing by the Architectural Control Committee.

- (1) The building set back line along the front of each Lot shall be one hundred (100') feet, provided, however, the building set back line along the front of Lot 3, Block 3, of this Section of the Subdivision shall be thirty (30') feet; Lots 8 through 18, Block 3, of this Section of the Subdivision shall be fifty (50') feet; Lots 31 through 33, Lots 67, 68, 69, 70, 73 and 74, Block 3, of this Section of the Subdivision shall be sixty (60') feet; and Lot 106, Block 3, of this Section of the Subdivision shall be twenty five (25') feet, Lots 5 through 9, Block 8, of this Section of the Subdivision shall be sixty (60') feet; and Lot 41, Block 13 of this Section of this Subdivision shall be fifty (50') feet.
- (2) The building set back line along the side of each Lot shall be fifteen (15') feet and the building set back line on the side of any Lot which adjoins a street or road shall be as shown on the plat.
- (3) The rear building set back line along the rear of each Waterway Lot shall be two hundred (200') feet, or as otherwise approved by the Architectural Control Committee.

Section 3.04. "Residential Foundation Requirements". All building foundations shall consist of a concrete slab. Provided, however, the Architectural Control Committee may approve a different type of foundation when circumstances such as topography of the Lot make it impractical to use one of the above foundation for all or any portion of the foundation of the building improvements constructed on the Lot. On all Lots that adjoin a Waterway the minimum finished slab elevation for all structures shall be 97.5 feet above the mean sea level ("msl") elevation, or such other level as may be established by the Commissioner's Court or County Engineer of Montgomery County, Texas, and other applicable governmental authorities. On all other Lots in the Subdivision the minimum finished slab elevation for all structures shall be eighteen (18") above natural grade or six (6") inches above the top, of the center, of the nearest roadway, whichever is the higher elevation, or such other level as may be established by the Commissioner's Court or the County engineer of Montgomery County, Texas, and other applicable governmental authorities.

Section 3.05. "Driveways". All driveways in the Subdivision shall have a paved surface constructed of portland cement concrete or asphalt concrete or other hard surface as may be approved by the Architectural Control Committee. Further, all plans for driveways are to be submitted at or before the time house or residence plans are submitted to the Architectural Control Committee and all driveways shall be fully constructed and completed prior or at the time the residence is occupied.

Section 3.06. "Use of Temporary Structures and Sales Offices". No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or

used on any Lot at any time as a residence, either temporarily or permanently; provided, however, that Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

Section 3.07. "Water Supply". All residential dwellings in this Subdivision shall be equipped with and served by a fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used except upon approval of the Architectural Control Committee and any required governmental authorities. Wells may be drilled by the Developer or Association for use in watering common areas and filling of lakes or ponds in common areas and may be drilled by Owners for use in watering of animals or livestock, yard sprinkler systems or swimming pools, but shall not be used for human consumption.

Section 3.08. "Sanitary Sewers". No outside, open or pit type toilets will be permitted in this Subdivision. Prior to occupancy, all dwellings constructed in this Subdivision must have either a septic or aerobic sewage disposal system installed by the Owner; (except that all Lots that front on or are adjacent to a Waterway shall be equipped with a proprietary aerobic sewage disposal system) and comply with the requirements of the appropriate governing agency.

Section 3.09. "Walls and Fences". All walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall not be closer to front street property lines than the front building set-back line, except that decorative fencing may be installed between the street and the front building set-back line provided that same is approved prior to installation by the Architectural Control Committee. Any erection of any wall, fence or other improvements on any easement is prohibited. No electric barbed wire, barbed wire, or temporary fences shall be allowed. Driveway entrances may be constructed of masonry columns, ornamental iron or similar materials in harmony with the Dwelling on said Lot as may be approved by the Architectural Control Committee. The Owner of any Lot upon which the Developer has constructed a fence shall be responsible for the maintenance and repair of said fence.

Section 3.10. "Prohibition of Offensive Activities". Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision and for home offices described in Section 3.01 hereof. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Without limitation, the discharge or use of firearms is expressly prohibited. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.11. "Garbage and Trash Disposal". Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish or landfill. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.12. "Junked Motor Vehicles Prohibited". No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee. No unlicensed go-cart, dirt bike, motorcycle, or recreational vehicle powered by an internal combustion engine may be operated on any roadways, streets, or rights-of-way within the Subdivision.

Section 3.13. "Signs". No signs, advertisement, billboard or advertising structure of any kind, except those of the Developer, may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except (i) one (1) professionally made sign not more than forty-eight inches (48") square, advertising an Owner's Dwelling for sale or rent, may be placed on such improved Lot and (ii) one (1) sign not more than forty-eight inches (48") square advertising the builders of the Owner's dwelling may be placed on such Lot during the construction period of such residence from the forming of the foundation until completion not to exceed a twelve (12) month period. Developer or any member of such Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.14. "Livestock and Animals". No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot in the Subdivision except that dogs, cats or other common household pets and two (2) horses per acre may be kept on Lots consisting of at least one (1) acre, provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. Provided, however, animals being raised for FFA or 4-H school sponsored programs will be permitted on Lots in the Subdivision. However, no pigs, hogs, emus, peacocks, ostriches or reptiles will be permitted under any circumstances.

No animals shall be allowed to run loose in the Subdivision.

Section 3.15. "Mineral Development and Logging". No commercial oil drilling, oil development operations, oil refining, quarrying, mining operation or logging of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot, and, no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 3.16. "Drainage". Natural established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons and Developer may enter upon any Lot to maintain such natural drainage areas. Driveway culverts must be installed prior to beginning construction of any building or dwelling on the Lot and must be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. The size and type of driveway culverts must also be approved by the Montgomery County Engineer's office. The breaking of curbs, if any, for drive installations will be accomplished in a good and workmanlike manner and such break will be re-cemented without hindrance to drainage and such work is subject to the inspection and approval of the Architectural Control Committee.

Section 3.17. "Lot Maintenance". All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon (outside of natural vegetation areas) cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however, the burning of underbrush and trees during Lot clearing shall be permitted. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property.

Section 3.18. "Exterior Maintenance of Building". In the event the owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or the Developer will give such owner written notice of such conditions. Fifteen (15) days after notice of such condition to owner, and failure of owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these Restrictions, may at its sole

discretion enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The owner thereof shall be billed for cost of necessary repairs, plus ten (10%) percent.

All monies so owed the Association will be an additional Maintenance Charge and shall be payable on the first day of the next calendar month.

Section 3.19. "Miscellaneous Use Restrictions". Without limiting the foregoing, the following restrictions shall apply to all Lots:

- (1) No boat, jet-ski, aircraft, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the front of any Dwelling or parked on any street in the Subdivision, nor shall any such vehicle or equipment be parked for storage to the side or rear of any Dwelling unless completely concealed from public view. All boats so parked or stored on any Lot must at all times also be stored on a trailer. No such vehicle or equipment shall be used as a residence either temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a Dwelling in the Subdivision.
- (2) Trucks with tonnage in excess of one and one-half tons shall not be permitted to park overnight within the Subdivision except those used by a builder during the construction of improvements in the Subdivision. No vehicle shall be permitted to park overnight on any street within the Subdivision except for those vehicles used by a builder during the construction of improvements on Lots or Common Areas in the Subdivision.
- (3) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.
- (4) No vehicles or similar equipment shall be parked or stored in an area visible from any Street except passenger automobiles, passenger vans, motorcycles and pick-up trucks that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

Section 3.20. "Waterway Lots; Construction of Pier or Dock".

(a) No pier, dock, boat slip or other structure shall be constructed on any Lot other than Waterway Lots that adjoin the Waterway, and, on said Waterway Lots, shall not be constructed or project beyond the Lot line or into the water of the Waterway (whether within or outside of the Lot line) more than five (5') feet, provided prior written approval is given, by the Architectural Control Committee and such improvement complies with the specifications set forth by the said Committee. Architectural approval shall be granted or withheld based upon (i) architectural design and character of improvements, (ii) engineering design and specifications of planned structures, and (iii) whether or not proposed improvements conform to the Architectural Control Committee's pre-determined plan for such improvements.

(b) No construction, improvements or modifications of any kind to any approved pier, dock, boat slip, or other improvement constructed by an owner shall be made unless prior written approval is given by the Architectural Control Committee and all such improvements must conform to the Architectural Control Committee's pre-determined plan for such improvements.

Section 3.21. "Hazardous Substances". No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and



sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought onto, installed, used, stored, treated, buried, disposed of or transported over the Lots or the Subdivision, and all activities on the Lots shall, at all times, comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. SS 9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. SS 6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by an agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. SS 1251 et seq. and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

#### ARTICLE IV

#### ARCHITECTURAL CONTROL COMMITTEE

##### Section 4.01. "Basic Control".

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof, or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the Committee shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Developer or the Association. If approved, one of the two sets of plans submitted shall be returned to the Owner with said approval noted thereon.

##### Section 4.02. "Architectural Control Committee".

(a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the election of the Architectural Control Committee of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee," as used in this Declaration, shall mean or refer to the Developer or to Riverwalk Property Owners Association composed of members of the Association, as applicable.

(b) At such time as ninety percent (90%) of all of the Lots in the Subdivision are conveyed by Developer (from time to time hereafter referred to as the "Control Transfer Date"), the Developer shall cause an instrument transferring control to the Association to be placed of record in the Real Property Records of Montgomery County, Texas (which instrument shall include the Control Transfer Date).

Thereupon, the Board of Directors of the Association shall elect a committee of three (3) members to be known as Riverwalk Architectural Control Committee. From and after the Control Transfer Date, each member of the Committee must be an Owner of property in some Section of Riverwalk. Additionally, the Developer shall have the right to discontinue the exercise of architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Real Property Records of Montgomery County, Texas.

Section 4.03. "Effect of Inaction". Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 4.04. "Effect of Approval". The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 4.05. "Minimum Construction Standards". The Developer or the Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the Developer or Committee shall not be bound thereby. However, unless approved by the Developer or the Committee all residential dwellings shall have an exterior consisting of at least fifty one (51%) percent brick veneer or other approved masonry products.

Section 4.06. "Variance". The Developer or the Committee, as the case may be, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Developer and the Committee reserve the right to grant variances as to building set-back lines, minimum square footage of the residence, fences, and other items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

## ARTICLE V

### RIVERWALK PROPERTY OWNERS ASSOCIATION

Section 5.01. "Membership". Every person or entity who is a record owner of any Lot which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation of those having only an interest in the mineral estate. No Owner shall have

more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot; Save and Except that the developer shall have three (3) votes for each lot owned in the Subdivision an original owner or as the owner of any reacquired lot in the Subdivision.

Section 5.02. "Non-Profit Corporation". Riverwalk Property Owners Association, a non-profit corporation, has been organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.03. "Bylaws". The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

Section 5.04. "Owner's Right of Enjoyment". Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association, with respect to the Common Areas, to limit the number of guests of Owners;
- (b) the right of the Association to make rules and regulations regarding use of any Common Area and to charge reasonable admission and other fees for the use of any facility situated upon the Common Areas;
- (c) the right of the Association, in accordance with its Articles and Bylaws (and until the Transfer Control Date, subject to the prior written approval of the Developer), to (i) borrow money for the purpose of improving and maintaining the Common Areas and facilities (including borrowing from the Developer or any entity affiliated with the Developer) and (ii) mortgage said property, however, the rights of such mortgagee of said property shall be subordinate to the rights of the Owners hereunder;
- (d) the right of the Association to suspend the Member's voting rights and the Member's and "Related Users" (as hereinafter defined) right to use any recreational facilities within the Common Areas during any period in which the Maintenance Charge or any assessment against his Lot remains unpaid;
- (e) the right of the Association to suspend the Member's voting rights and the Member's and Related Users' right to use any recreational facilities within the Common Area, after notice and hearing by the Board of Directors, for the infraction or violation by such Member or Related Users of this Declaration or the "Rules and Regulations," defined in Article VIII hereof, which suspension shall continue for the duration of such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation; and,
- (f) the right of the Association, subject, until the Transfer Control Date, to the prior written approval of the Developer, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, for such purposes and subject to the provisions of this Declaration.

Section 5.05. "Delegation of Use". Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the Member's immediate family living in the Member's residence, and his contract purchasers who reside on the Lot (collectively, the "Related Users").

## ARTICLE VI

### MAINTENANCE FUND

Section 6.01. "Maintenance Fund Obligation". Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to

covenant and agrees to pay to the Association, in advance, a maintenance assessment payable monthly, quarterly or annually in advance, and any other assessments or charges hereby levied. The Maintenance Assessment and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the Lots and shall be a continuing lien upon the property against which each such Maintenance Assessment and other charges and assessments are made. Until January 1, 2001, the maximum annual Maintenance Assessment shall be as follows: The sum of \$15.00 per acre or pro-rata portion of an acre per month; (for example if a lot is purchased containing 1.5 acres the maintenance assessment would be the sum of \$22.50 per month or \$270.00 annually). From and after January 1, 2001 the maximum annual Maintenance Assessment may be increased each year (beginning with the year January 1, 2001), by a vote of the Board of Directors of the Association, by an amount not in excess of ten percent (10%) of the maximum annual Maintenance Assessment for the previous year.

The Maintenance Assessment described herein and other charges or assessments described in this Declaration shall not apply to, Developer and/or all Lots owned by Developer, including Lots subsequently reacquired by developer, shall be exempt for the Maintenance Assessment charged to Owners, delinquent Maintenance Assessments charge to prior Owners on any reacquired Lots, and any lien created thereby so long as Developer shall own such Lot, and if Developer reacquires any Lot, any existing Lien, Notice of Lien, Judgment, or Judgment lien for delinquent maintenance, interest, attorney's fees and/or court costs is automatically terminated and null and void at the time of such reacquisition by Developer, by whatever means such reacquisition occurs.

Section 6.02. "Creation of Lien and Personal Obligation". In order to secure the payment of the Maintenance Assessment, and other charges and assessments hereby levied, a vendor's (purchase money)lien for the benefit of the Association, shall be and is hereby reserved in the deed from the Developer to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Assessment and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith.

Section 6.03. "Liens Subordinate to Mortgages". The liens described in this Article VI and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof.

Section 6.04. "Purpose of the Maintenance Charge". The Maintenance Assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Subdivision and other portions of the Annexable Area which hereafter may become subject to the jurisdiction of the Association. The Maintenance Fund may be expended by the Association, to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area, etc. as may from time to time be authorized by the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.07. "Exempt property". The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein; (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area, (c) all Waterway Areas, (d) Restricted Reserves "B", "C" and "E"; and (d) all properties owned by the Developer or the Association or

a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge.

Section 6.08. "Handling of Maintenance Charges". The collection and management of the Maintenance Assessment or other charge or assessment levied hereunder, shall be performed by the Association.

## ARTICLE VII

### DEVELOPER'S RIGHTS AND RESERVATIONS

Section 7.01. "Period of Developer's Rights and Reservations". Prior to a transfer control date, the Developer may file a statement in the real Property records of Montgomery County, Texas, which expressly provides for the Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration, to be exercised by Developer, or (ii) assignment to any third party one or more of developer's specific rights and prerogatives provided in the declaration to be exercised by Developer.

Section 7.02. "Right to Construct Additional Improvements in Common Area". Developer shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners, so long as such construction does not directly result in the increase of such Maintenance Charge. Developer shall, upon the Control Transfer Date, convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

Section 7.03. "Developer's Rights to Use Common Areas in Promotion and Marketing of the Property and Annexable Area". Developer shall have and hereby reserves the right to reasonable use of the Common Area and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property and Annexable Area; may use vehicles and equipment within the Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property and Annexable Area, who are not owners or Members of the Association, to use the Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Property and Annexable Area. Further, the Developer may establish Rules and Regulations for the use of the Common Areas in the Subdivision.

Section 7.04. "Effect on Annexable Area". The provisions of this declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of this declaration by a separate instrument executed solely by the Developer or its successors and assigns and any lienholders, which instrument is recorded in the real Property Records of Montgomery County, Texas.

## ARTICLE VIII

### DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

Section 8.01. "General Duties and Powers of the Association". The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to

maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of the Subdivision and any portion of the Annexable Area which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 8.02. "Duty to Manage and Care for the Common Area". The Association shall manage, operate, care for, maintain and repair all Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Areas shall include, but not be limited to the following: establishment, operation and maintenance of a security system, if any, for the Subdivision; landscaping, maintenance, repair and replacement of the Nature Trails; maintenance, repair and replacement of the drainage easements; mowing of street right-of-ways and other portions of the Subdivision; and management, maintenance, repair and upkeep of the Waterways and Common Areas.

Section 8.03. "Duty to Levy and Collect the Maintenance Charge". The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 8.04. "Power to Adopt Rules and Regulations". The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas, Waterways, and the use of any other property, facilities or improvements owned or operated by the Association.

## ARTICLE IX

### GENERAL PROVISIONS

Section 9.01. "Term". The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than one-half (1/2) of the then Owners (including the Developer) of the Lots has been recorded agreeing to cancel, amend or change, in whole or in part, this Declaration.

Section 9.02. "Amendments". This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than one-half (1/2) of the votes of all of the Owners, in Riverwalk, Section 3. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than one-half (1/2) of all of the votes of the Owners, in Riverwalk, Section 3, such amendment must be approved by said owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner.

Section 9.03. "Severability". Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 9.04. "Liberal Interpretation". The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 9.05. "Successors and Assigns". The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 9.06. "Effect of Violations on Mortgages". No violation of the provisions herein contained, or any portion thereof, shall effect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 9.07. "Terminology". All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein," "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear.

Section 9.08. "Effect on Annexable Area". The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of the Association by a separate instrument executed solely by Developer or its successors and assigns and any lienholder, which instrument is recorded in the Real Property Records of Montgomery County, Texas.

Section 9.09. "Developer's Rights and Prerogatives". Prior to the Control Transfer Date, the Developer may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for the Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Developer or (ii) assignment to any third party owning property in the Subdivision or Annexable Area, of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer.

Section 9.10. "Electric Utility Service". Prior to beginning any construction on a Lot, each Lot owner, at his expense, shall be required to install electric service lines from the transformer or source of feed to the meter location on said Lot. Further, each Lot owner may expect to pay a charge for connection to such electric utility service, and the owner is obligated to contact the proper utility company to determine such charge and make arrangements for the installation of said service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility service furnished to Owner's Lot.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand as of this 13<sup>th</sup> day of SEPTEMBER, 1999.

Riverwalk Ventures, Ltd., a Texas Limited Partnership, acting by and through its General Partner, Touriver, Inc., a Texas corporation

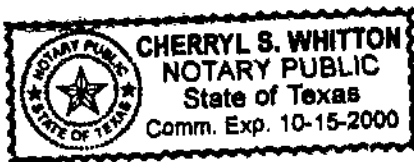
By:

James L. Bailey  
James L. Bailey, President

STATE OF TEXAS X

COUNTY OF HARRIS X

This instrument was acknowledged before me on the 13<sup>th</sup> day of September, 1999, by James L. Bailey, President of Touriver, Inc., a Texas corporation, General Partner for Riverwalk Ventures, Ltd., a Texas Limited Partnership.



Cherryl S. Whitton  
Notary Public, State of Texas

OWNER'S RATIFICATION  
OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

WHEREAS, Riverwalk Ventures, Ltd., a Texas Limited Partnership, has platted that certain 631.92 acres of land out of the George Mason Survey, Abstract 341, and the Thomas Vanhorn Survey, Abstract 587, Montgomery County, Texas ("Property"), as Riverwalk Section 3, a subdivision in Montgomery County, Texas, pursuant to that certain plat dated April, 1999, prepared by HSC Surveying, under the supervision of D. R. Helmuth, Registered Public Land Surveyor, Texas Registration No. 3674, and recorded in Cabinet M, Sheet 164 of the Map Records of Montgomery County, Texas. ("Plat"); and

WHEREAS RIVERWALK, INC., ("RIVERWALK") has acquired a portion of the Property pursuant to that certain Warranty Deed dated April 15, 1997, from The Cindy Wilkerson, Trust, The Judy Wilkerson, Trust, Separate Property and Dennis J. Wilkerson, Separate Property to RIVERWALK, filed for record in the office of the County clerk of Montgomery County, Texas, under File No. 97245534; and

WHEREAS, RIVERWALK did not join in the declaration of Covenants, Conditions and Restrictions, but is willing to ratify and confirm the Declaration of Covenants, Conditions and Restrictions and consent to all of its terms and conditions;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS; THAT RIVERWALK, by executing this Owner's Ratification of Declarations of Covenants, Conditions and Restrictions:

1. Confirms that it is the owner of the Property; and
2. Ratifies, confirms and consents to the Declaration of Covenants, Conditions and Restrictions and all of the terms and conditions therein contained, with the same force and effect as if RIVERWALK had originally joined in the Declaration of Covenants, Conditions and Restrictions.

EXECUTED this 13th day of September, 1999.

RIVERWALK, INC.

By: Don Knobloch  
Don Knobloch, President

*After Recording  
Returns TO:*

*Riverwalk Ventures Ltd.  
3838 N. Sam Houston  
Parkway, East, #295  
Houston, TX 77032*



STATE OF TEXAS

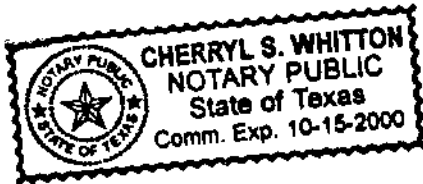
§  
§  
§

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on September 13<sup>th</sup>, 1999, by Don Knobloch, President of Riverwalk, Inc., a Texas corporation, on behalf of said corporation.

*Cheryl S. Whitton*

Notary Public,  
State of Texas



FILED FOR RECORD  
99 SEP 14 PM 2:56  
MARK TURNBULL, CO. CLERK  
MONTGOMERY COUNTY, TEXAS  
*[Signature]*  
DEPUTY

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
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  
Montgomery County, Texas.

SEP 14 1999



*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

AFTER RECORDING RETURN TO:

Gregory S. Cagle, Esq.  
CAGLE CARPENTER HAZLEWOOD  
7500 Rialto Boulevard, Ste. 110  
Austin, Texas 78735

**AMENDED AND RESTATED BYLAWS OF  
RIVERWALK PROPERTY OWNERS ASSOCIATION, INC.**

This document amends and restates in its entirety that certain Bylaws of Riverwalk Property Owners Association, recorded at Document No. 2013016754 in the Official Public Records of Montgomery County, Texas; as amended by that certain Amendment to the Bylaws of Riverwalk Property Owners Association, recorded at Document No. 2015015197 in the Official Public Records of Montgomery County, Texas; as further amended by that certain Second Amendment to the Bylaws of Riverwalk Property Owners Association, recorded at Document No. 2016009104 in the Official Public Records of Montgomery County, Texas; as further amended by that certain Third Amendment to the Bylaws of Riverwalk Property Owners Association, recorded at Document No. 2018071196 in the Official Public Records of Montgomery County, Texas; as further amended by that certain Fourth Amendment to the Bylaws of Riverwalk Property Owners Association, recorded at Document No. 2019034169 in the Official Public Records of Montgomery County, Texas; as further amended by that certain Corrected Fourth Amendment to the Bylaws of Riverwalk Property Owners Association, recorded at Document No. 2019039026 in the Official Public Records of Montgomery County, Texas.



Owners Association, recorded at Document No. 2019034169 in the Official Public Records of Montgomery County, Texas; as further amended by that certain Corrected Fourth Amendment to the Bylaws of Riverwalk Property Owners Association, recorded at Document No. 2019039026 in the Official Public Records of Montgomery County, Texas (collectively, the "**Bylaws**").

WHEREAS, the Association's Board of Directors (the "**Board**") desires to amend and restate the Bylaws in their entirety for the purpose of creating and carrying out a uniform plan for the operation and management of the Association pursuant to the provisions of these Amended and Restated Bylaws of Riverwalk Property Owners Association, Inc. (the "**Amended and Restated Bylaws**"), which terms and provisions shall apply to the Riverwalk Subdivisions in lieu of the terms and provisions set forth in the Bylaws. These Amended and Restated Bylaws shall supersede and replace the Bylaws in their entirety.

WHEREAS, Section 22.102 of the Texas Business Organizations Code provides that the Board of Directors of a nonprofit corporation may amend or repeal the bylaws, or adopt new bylaws, unless Chapter 22 of the Texas Business Organizations Code or the nonprofit corporation's articles of incorporation wholly or partly reserves the power exclusively to the nonprofit corporation's members.

WHEREAS, the Association's Articles of Incorporation omit provisions that reserve the power to amend its Bylaws in whole or in part to the members of the Association.

WHEREAS, in accordance with the authority vested in the Board by Section 22.102 of the Texas Business Organizations Code, the President, Vice President and Secretary of the Association hereby certify that these Amended and Restated Bylaws of Riverwalk Property Owners Association, Inc. was approved by the majority vote of the Board of Directors present at a duly noticed meeting conducted on August 13, 2019.

NOW, THEREFORE, it is hereby declared that: (i) the Lots shall hereinafter be held, sold, conveyed, and occupied subject to the following Bylaws which shall run with the property of the Subdivision and will be binding upon all parties having right, title, or interest in or to such Lots or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; (ii) each contract or deed conveying any such Lots shall conclusively be held to have been executed, delivered, and accepted subject to the following Amended and Restated Bylaws, regardless of whether or not the same are

set out in full or by reference in said contract or deed; and (iii) these Amended and Restated Bylaws shall amend and restate the Bylaws in their entirety.

**ARTICLE I**  
**NAME AND PRINCIPAL OFFICE**

**Section 1.1. Name.** The name of the corporation is Riverwalk Property Owners Association, Inc. (the "**Association**").

**Section 1.2. Principal Office.** The principal office of the Association shall be in Montgomery County, Texas.

**ARTICLE II**  
**DEFINITIONS**

**Section 2.1.** "Association" means and refers to Riverwalk Property Owners Association, Inc., its successors, and assigns.

**Section 2.2.** "Common Area" means and refers to all real property owned by the Association for the common use and enjoyment of the owners.

**Section 2.3.** "Declaration" means and refers to the that certain Declaration of Covenants, Conditions and Restrictions of Riverwalk Section One, recorded at Document No. 9601872, Official Public Records of Montgomery County, Texas; that certain Declaration of Covenants, Conditions and Restrictions of Riverwalk Section Two, recorded at Document No. 9715704, Official Public Records of Montgomery County, Texas; that certain Declaration of Covenants, Conditions and Restrictions of Riverwalk Section Three, recorded at Document No. 99077244, Official Public Records of Montgomery County, Texas; that certain Declaration of Covenants, Conditions and Restrictions of Riverwalk Section Four, recorded at Document No. 2001069576, Official Public Records of Montgomery County, Texas; and that certain Declaration of Covenants, Conditions and Restrictions of Riverwalk Section Five, recorded at Document No. 2003024290, Official Public Records of Montgomery County, Texas.

**Section 2.4.** "Lot" means and refers to any plot of land shown on the recorded subdivision plat with the exception of the common area.

**Section 2.5.** "Member" means and refers to those persons entitled to membership in the association as provided in the declaration.

**Section 2.6.** "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

**Section 2.7.** "Subdivision" means and refers to the Riverwalk Subdivision Sections one through five, as platted in the Office of the County Clerk, Montgomery County, Texas, and such future Sections of the Riverwalk Subdivision as may be brought within the jurisdiction of the association pursuant to the provisions of a declaration of covenants and restrictions, filed of record in the Office of the County Clerk, Montgomery County, Texas.

**Section 2.8.** "Voting Rights" means and refers to all Members as such term is described in the Declaration. Members will be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons will be members; the vote for such lot will be exercised as such members may determine among themselves, but in no event will be more than one vote be cast with respect to each lot owned by a Member.

### ARTICLE III

#### ASSOCIATION; MEMBERSHIP; MEETINGS OF MEMBERS

**Section 3.1** Membership. The Owners shall be the Members of the Association.

**Section 3.2.** Place of Meetings. Meetings of the Association shall be held at a place convenient to the Members as may be designated by the Board of Directors.

**Section 3.3.** Annual Meetings. Annual meetings of the Members will be held on the same day of the same month of each year at such place as designated by the Board of Directors.

**Section 3.4.** Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors.

**Section 3.5. Notice of Meetings.** Written notice of each meeting of the Members will be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by posting a copy of such notice, at least ten (10) days but not more than sixty (60) days before such meeting at the security office for the Riverwalk Subdivision, located at the entrance of said Subdivision on Riverwalk Drive. The notice will specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

**Section 3.6. Quorum.** Except as provided in these Bylaws, the Articles of Incorporation or the Declaration, the presence, in person or by proxy, absentee ballot or electronic voting of Members representing 25% or greater of the total votes in the Association shall constitute a quorum at all meetings of the Association. If, however, such quorum shall not be present or represented at any meeting, the Members present at the meeting that are entitled to vote shall have the power to adjourn and recall such meeting from time to time, without notice other than announcement at the meeting, until a quorum, as stated above, is present or represented.

**Section 3.7. Proxies.** At all meetings of the Members, each member may vote in person or by proxy. All proxies shall be in writing, specifying the Lot(s) for which it is given, signed by the Member or its duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon the occurrence of any of the following circumstances: (i) conveyance of any Lot for which it is given; (ii) upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member giving such proxy who is a natural person, (ii) upon receipt of written revocation of such proxy by the Secretary from the Member giving such proxy; (iv) the attendance of the Member at the meeting for which the proxy was given; or (v) eleven (11) months from the date of the proxy, unless a shorter or longer period is specified in the proxy.

**Section 3.8. Submission of Absentee Ballots and Electronic Votes.** All absentee ballots and electronic votes, if permitted by the Board, must be received no later than 12:00 p.m. CST on the last business day prior to the meeting of Members.

#### ARTICLE IV

## BOARD OF DIRECTORS

**Section 4.1. Number and Qualifications.** The affairs of the Association will be managed by a Board of three (3) Directors, who must be Members of the Association.

**Section 4.2. Term of Office.** Directors shall serve terms of office of two (2) years, which shall commence upon being elected and shall continue until his or her successor is elected. Directors shall not serve more than two consecutive terms of office. Nothing herein shall preclude a person who has served on the Board for two consecutive terms of office from being elected or appointed to the Board after having been off of the Board for at least two (2) years. If a person is elected or appointed to fill a mid-term vacancy on the Board that has less than six (6) months remaining in the term of office, the remaining portion of such term of office of such Director shall not count toward the two-term limitation for Directors.

**Section 4.3. Nomination.** Nomination for election to the Board of Directors may be made by the organizational directors of the Association, a nominating committee, and may also be made from the floor at any annual meeting of the Members. The nominating committee will consist of a chairperson, who is a Member of the Board of Directors, and two or more Members of the Association. The committee will be appointed by the Board of Directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment will be announced at each annual meeting. The nominating committee will make as many nominations for election to the Board of Directors as it will in its discretion determine, but in no event will it nominate less than the number of vacancies to be filled.

**Section 4.4. Election.** Election to the board of directors will 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 Declaration. Persons receiving the largest number of votes will be elected. Cumulative voting is not permitted.

**Section 4.5. Meetings.**

**Section 4.5.1. Regular Meetings.** Regular meetings of the Board of Directors shall be held at such place and hour as may be determined from time to time by the Board. When notice of a meeting of the Board of Directors is required hereby or by applicable law, such notice shall be given



in accordance with the requirements set forth in Section 209.0051(e) of the Texas Property Code or any successor statute.

**Section 4.5.2. Special Meetings.** Special meetings of the Board of Directors will be held when called by the President of the Association, or by any two (2) Directors. Notice of each special meeting of the Board of Directors shall be provided to all Members to the extent required by, and in accordance with the provisions of Section 209.0051 of the Texas Property Code or any successor statute.

**Section 4.5.3. Quorum.** A majority of the Directors will constitute a quorum for the transaction of business. Each act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present will constitute the act or decision of the Board.

**Section 4.6. Powers.** The Board of Directors shall have power to:

**Section 4.6.1.** Adopt and publish rules and regulations governing the use of the Common Areas and facilities, including the personal conduct of the Members and their guests in using them; and to establish penalties for infractions of such rules and regulations;

**Section 4.6.2.** Suspend the right to use of the recreational facilities of any Member during any period in which such Member is 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 ninety (90) days for infraction of published rules and regulations;

**Section 4.6.3.** Exercise on behalf of the Association of all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws;

**Section 4.6.4.** Declare the office of a Member of the Board of Directors to be vacant in the event that such Member is absent from two (2) consecutive regular meetings of the Board of Directors;

**Section 4.6.5.** Employ a manager, independent contractors, and such other

employees as they may deem necessary, and to prescribe their duties; and

**Section 4.6.6.** Borrow money for any legal purpose; provided, however, that the Board of Directors shall obtain the approval of Members representing a majority of the total votes in the Association at a special meeting of the Members called for such purpose if the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

**Section 4.7. Duties.** It will be the duty of the Board of Directors to:

**Section 4.7.1.** Cause to be kept a complete record of all its acts and corporate affairs and to be present a statement of such acts and affairs to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by a majority of the Members entitled to vote at the meeting.

**Section 4.7.2.** Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed.

**Section 4.7.3.** As more fully provided in the Declaration, to:

**Section 4.7.3.1.** Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

**Section 4.7.3.2.** Send written notice of each assessment to every Owner subject to the assessment at least thirty (30) days in advance of each annual assessment period; and

**Section 4.7.3.3.** Foreclose the Association's assessment lien, by judicial foreclosure proceeding only, against any property for which assessments are not paid within three hundred (300) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.

**Section 4.7.4.** Issue, or cause an appropriate officer to issue, on demand by

any person and on imposition of a reasonable charge, a certificate setting forth whether or not any assessment has been paid, a statement in a certificate to the effect that an assessment has been paid constituting conclusive evidence of such payment;

**Section 4.7.5.** Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

**Section 4.7.6.** Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

**Section 4.7.7.** Cause the Common Areas to be maintained; and

**Section 4.7.8.** Following each odd-numbered fiscal year (for example, the 2001 fiscal year), the Board shall obtain an independent audit of its financial records, which shall comply with generally accepted accounting principles. Following each even-numbered fiscal year (for example, the 2002 fiscal year), the Board shall obtain an independent review of its financial records, which shall comply with generally accepted accounting principles.

**Section 4.8. Capital Improvements.** The Board of Directors shall not spend more than \$30,000 in any fiscal year on the construction of new capital improvements unless approved by the Members representing a majority of the total votes in the Association at a special meeting of the Members called for such purpose.

**Section 4.9. Compensation.** No Director will receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

**Section 4.10. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association at a special meeting of the Members called for such purpose, at which a quorum of the Members representing 50% or greater of the total votes in the Association are present in person or by proxy. Any Director whose removal is sought shall be given notice prior to any special meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such Director. In the event of death, disability or resignation of a Director, the Board of Directors may declare a vacancy and appoint a successor to fill the vacancy, who shall serve for the unexpired term of his or

her predecessor.

## **ARTICLE V** **OFFICERS**

**Section 5.1. Enumeration of Officers.** The officers of the Association will be a President, Vice President, Secretary and Treasurer who will at all times be Members of the Board of Directors, and a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 5.2. Election of Officers.** The election of officers will take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 5.3. Term.** The officers of the Association will be elected by the Board. Each will hold office for a term of one (1) year unless he or she will sooner resign, or will be removed or otherwise disqualified to serve.

**Section 5.4. Special Appointments.** The Board may elect such other officers as the affairs in the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5.5. Resignation and Removal.** Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

**Section 5.6. Vacancies.** A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy will serve for the unexpired term of the officer he or she replaced.

**Section 5.7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person will 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 5.8. Duties.** The duties of the officers are as follows:

**Section 5.8.1. President.** The President will preside at all meetings of the Board of Directors, will see that orders and resolutions of the Board are carried out, will sign all leases, mortgagees, deeds, and other instruments, and will co-sign all checks and promissory notes.

**Section 5.8.2. Vice President.** The Vice President will act in the place of the President in the event of his or her absence, inability, or refusal to act, and will exercise and discharge such other duties as may be required of him or her by the Board.

**Section 5.8.3. Secretary.** The Secretary will 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 to all papers so requiring; serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association, together with their addresses, and perform such other duties as may be required by the Board or by law.

**Section 5.8.4. Treasurer.** The Treasurer will receive and deposit in appropriate bank accounts all funds of the Association, and will disburse such funds as directed by resolution of the Board of Directors; will co-sign all checks and promissory notes of the Association; will keep proper books of account; and will prepare an annual budget and statement of income and expenditures, a copy of which documents will be delivered to each Member, and a report on which will be given at the regular annual meeting of the Members.

## **ARTICLE VI** **ASSESSMENTS**

**Section 6.1.** As more fully provided in the Declaration, with the exception as to Declarant, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the rate of ten percent (10%)

per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of his or her Lot.

## ARTICLE VII

### ARCHITECTURAL CONTROL COMMITTEE BUILDING GUIDELINES

**Section 7.1.** The Architectural Control Committee may promulgate minimum acceptable construction standards pursuant to the authority established by the Declaration of Covenants, Conditions and Restrictions for Riverwalk Sections 1 – 5; however, such construction standards shall not conflict with or be more restrictive than the restrictions established by each such applicable Declaration of Covenants, Conditions and Restrictions.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.1. Fiscal Year.** The fiscal year of the Association shall be determined by the Board of Directors. The fiscal year shall be January 1st to December 31st of every year.

**Section 8.2. Conflicts.** In the event of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; and in the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Section 8.3. Books and Records.** The Board of Directors shall make the books and records of the Association available for inspection and copying by any Member, or the duly appointed representative of any Member, in accordance with the requirements of Section 209.005 of the Texas Property Code or any successor statute.

**Section 8.3.1. Rules of Inspection.** Except to the extent expressly prohibited by applicable law, the Board of Directors may establish reasonable rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested.

**Section 8.4. Notices.** Except as otherwise provided in the Declaration or these

Bylaws, all notices, demands, bills, statements and other communications under the Declaration or these Bylaws shall be in writing and shall be given personally or by mail. Notices that are mailed shall be deemed to have been duly given three (3) days after deposit, unless such mail service can prove receipt at an earlier date. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address for a Lot with the Association, then the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, then notice to one co-owner is deemed notice to all co-owners. Attendance by a Member or Director at any meeting shall constitute waiver of notice by the Member or Director of the time, place and purpose of the meeting. Written waiver of notice of a meeting, either before or after a meeting, of the Members or Directors shall be deemed the equivalent of proper notice.

**Section 8.5. Choice of Law.** These Bylaws will be construed under Texas law.

**Section 8.6. Severability.** Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

**Section 8.7. Construction.** To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements for obtaining and maintaining all tax exemptions available to nonprofit corporations. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and may not be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

**Section 8.8. Waiver.** No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

## **ARTICLE IX AMENDMENTS**

**Section 9.1.** These Bylaws may only be amended by the approval of the Members representing a majority of the total votes in the Association at a special meeting of the Members called for such purpose. In no event shall the Board of Directors be authorized to amend these Bylaws without the approval of the Members representing a majority of the total votes in the Association.


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PRESIDENT'S, VICE PRESIDENT'S and SECRETARY'S CERTIFICATION

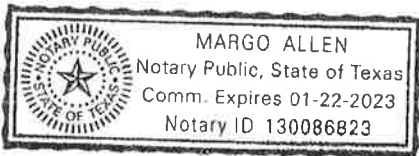
The undersigned President, Vice President and Secretary of Riverwalk Property Owners Association (the "Association") hereby certify that this Amended and Restated Bylaws of Riverwalk Property Owners Association (the "Amendment") was approved by a majority vote of the Association's Board of Directors at a meeting conducted on August 13, 2019.


**RIVERWALK PROPERTY OWNERS  
ASSOCIATION**

  
\_\_\_\_\_  
Thibaut Moutier, President

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

THIS INSTRUMENT was acknowledged before me this 22 day of August, 2019 by Thibaut Moutier, President of Riverwalk Property Owners Association.

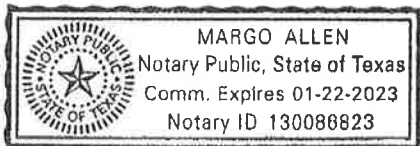


  
\_\_\_\_\_  
Notary Public of Texas

  
\_\_\_\_\_  
Gene Theobald, Vice President

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

THIS INSTRUMENT was acknowledged before me this 22 day of August, 2019 by Gene Theobald, Vice President of Riverwalk Property Owners Association.



  
\_\_\_\_\_  
Notary Public of Texas



**E-FILED FOR RECORD**

**09/09/2019 03:42PM**



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

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

**09/09/2019**



County Clerk  
Montgomery County, Texas

RIVERWALK PROPERTY OWNERS ASSOCIATION  
DOCUMENT RETENTION POLICY

P1145-2015016169-3

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Riverwalk Property Owners Association ("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 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.


NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format this can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
  - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
  - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
  - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
  - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
  - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
  - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
  - g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and

- h. decisions of the Architectural Review Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
- 3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
- 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Montgomery County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, 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 2 day of February 2015

  
\_\_\_\_\_  
Jody Hewett  
President  
Riverwalk Property Owners Association

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY   §

Before me, the undersigned authority, on this day personally appeared Jody Hewett, President of Riverwalk Property Owners Association, 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.

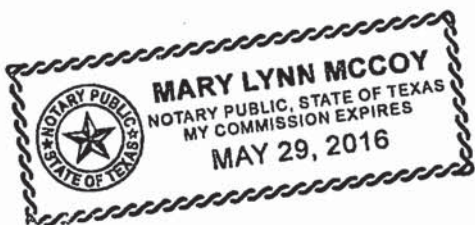
Given under my hand and seal of office this 2 day of February, 2015.

  
\_\_\_\_\_  
Notary Public, State of Texas

Mary Lynn McCoy  
\_\_\_\_\_  
Printed Name

My commission expires: May 29, 2016

[Notarial Seal]



Return filed document to:  
C.I.A. Services, Inc.  
8811 FM 1960 Bypass Road  
Suite 200  
Humble TX 77338

**FILED FOR RECORD**

02/24/2015 1:33PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**02/24/2015**



County Clerk  
Montgomery County, Texas

# Riverwalk

PROPERTY OWNERS ASSOCIATION

P.O. Box 290 Porter, Texas 77365 | Phone: 281-354-1397 | Fax: 281-354-9897

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October 15, 2007

To All Property Owners

RE: Explorer Judgement Agreement

Dear Property Owner,

As most of you are aware the Riverwalk Property Owners Association (POA) has been in negotiations with Explorer Pipeline over the Judgement that the Board became aware of in October of 2006. As part of the settlement agreement, Explorer Pipeline requires that the original Easement Agreement between them and the developer be mailed to each current and subsequent property owner.

If you have any questions regarding the attached agreement or the settlement, please call the POA office.

Sincerely,

Marnie A Hardin,  
Office Manager

Encl.

6

2004-123568

EASEMENT AGREEMENT

STATE OF TEXAS X  
X  
COUNTY OF MONTGOMERY X

THIS EASEMENT ("Easement") is entered into to be effective as of the 16<sup>th</sup> day of May, 2000, between Riverwalk Ventures, Ltd., a Texas limited partnership (the Grantor") and Riverwalk Property Owners Association a Texas non-profit corporation (the "Grantee").

WITNESSETH

WHEREAS, Grantor is the current owner of certain real property in Montgomery County, Texas, described as Lots Thirty Three (33) and Thirty Four (34), Block Three (3) and Lots Forty Five (45) and Forty Six (46), Block Eleven (11), Riverwalk Section Three (3), a subdivision of 631.92 acres located in the George Mason Survey, Abstract 341 and the Thomas Vanhorn Survey, abstract 587, of Montgomery County, Texas according to the map or plat thereof recorded in Cabinet M, Sheets 164 thru 171 of the Map records of Montgomery County, Texas;

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept, an easement over and across the Easement Area for purposes of placing, constructing, maintaining an earthen dam together with access to said earthen dam, all upon and subject to the terms and conditions hereinafter set forth.

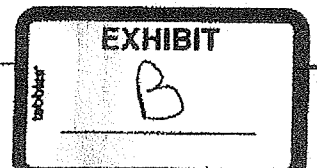
NOW, THEREFORE, in consideration of the above premises, the sum of One and NO/100 Dollars (\$1.00), the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Recitals and Exhibits. The foregoing recitals and all exhibits attached to this Agreement are, by this reference, hereby incorporated herein as if same had been fully set forth in this Agreement.

2. Grant of Easement. Subject to the terms of this Agreement, Grantor, hereby grants, sells and conveys to Grantee, its successors and assigns, an easement ("Easement") over and across the Easement Area for the purpose of placing, constructing, operating, maintaining, an earthen dam and access to said earthen dam, located wholly within the boundaries of the Easement Area, said Easement Area being located on portions of the hereinabove referenced real property. The Easement Area as defined herein will consist of two tracts described as follows: (1) 2.06 acres of land, with a part of said 2.06 acres, affecting and being over and across portions of Lots Thirty Three (33) and Thirty Four (34), Block Three (3), and Lots Forty Five (45) and Forty Six (46), Block Eleven (11), Riverwalk Section Three (3); and (2) a Twenty (20') foot access easement to said dam over and across the common lot lines of Lots Forty Five (45) and Forty Six (46), Block Eleven (11) Riverwalk Section Three (3); all tracts being described by metes and bounds in the Exhibit "A" attached hereto and made a part hereof for all purposes.

3. Duty of Construction. Grantee, hereby agrees, at its sole cost and expense, to construct all improvements contemplated herein wholly within the Easement Area.

4. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, including delivery by courier service, or (ii)





to such other address as the party concerned may substitute by written notice to the other. All notices forwarded by mail shall be deemed received on a date three (3) days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following date of deposit in the U.S. mail. Provided, however, the return receipt indicating the date upon which all notices were received shall be prima facie evidence that such notices were received on the date on the return receipt. The addresses and facsimile numbers to which any notices or communications are to be sent are as follows:

If to Grantor: Riverwalk Ventures Ltd.  
18 Augusta Pines Drive, Suite 210-C  
Spring, Texas 77389

If to Grantee: Riverwalk Property Owners Association  
19651 Riverwalk Blvd.  
Porter, Texas 77365

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes.

5. Property Title. The easement granted hereunder is subject to all conditions, and reservations upon or under which the Grantor holds its property.

6. Miscellaneous.

6.1. Amendment and Waiver. This Easement may not be amended or modified in any way except by an instrument in writing executed by all parties hereto.

6.2. Successors and Assigns. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns, where permitted herein.

6.3. Attorneys' Fees. The prevailing party in any legal proceeding regarding this Easement shall be entitled to recover from the other party all reasonable attorneys' fees and costs (at trial and at appellate levels) incurred in connection with such proceeding.

6.4. Severability. Except as expressly provided to the contrary herein, each section, part, term, or provision of this Easement shall be considered severable, and if for any reason any section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other affect on other sections, parts, terms, or provisions of this Easement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms, or provisions shall not be deemed to be a part of this Easement.

6.5. Survival. All covenants, agreements, representations, and warranties made herein shall survive the execution and delivery of (i) this Easement, and (ii) all other documents and instruments to be executed and delivered in accordance herewith, and shall continue in full force and effect.

6.6. Construction and Interpretation of Agreement. This Easement shall be

6.6. Construction and Interpretation of Agreement. This Easement shall be governed by and construed under the laws of the State of Texas.

6.7. Captions. Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision hereof.

6.8. Time. Time is of the essence in this Easement and each and all of its provisions. Any extension of time granted for the performance of any duty or obligation under this Easement shall not be considered an extension of time for the performance of any other duty or obligation under this Easement.

EXECUTED as of this 16<sup>TH</sup> day of May, 2000.

Grantor(s):  
Riverwalk Ventures, Ltd., a Texas limited partnership

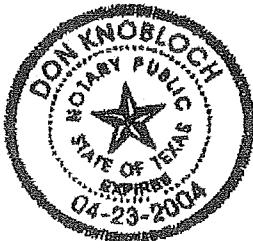
By: James L. Bailey  
James L. Bailey, President  
of Touriver, Inc., a Texas  
corporation, General Partner

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared James L. Bailey, President of Touriver, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN Under My Hand and Seal of Office, this 16<sup>TH</sup> day of May, 2000.



Don Knobloch  
Notary Public in and for the  
State of Texas

703-10-1335

**Grantee's Address:**  
Riverwalk Property Owners Association  
19851 Riverwalk Blvd.  
Porter, Texas 77365

**After Recording Return To:**

Don Knobloch  
18 Augusta Pines Drive, Suite 220-C  
Spring, Texas 77389

## Exhibit "A"

A 2.05 acre tract of land out of Lots 45 and 46, Block 11, Lots 33 and 34, Block 3 and Reserves "A" and "D" of Riverwalk, Section 3, recorded in Cabinet M, Sheet 164 of the Montgomery County Map Records, located in the George Mason Survey, Abstract 341, Montgomery County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the common east corner of said Lots 45 and 46, Block 11, on the westerly line of Deana Court (60 foot right-of-way);

THENCE, S 75° 44' 37" W, along the common line of said Lots 45 and 46, Block 11, for a distance of 410.19 feet to the POINT OF BEGINNING of the herein described easement;

THENCE, S 21° 29' 00" E, across Lot 46, Block 11 for a distance of 73.58 feet to the southeast corner of the herein described easement;

THENCE, S 60° 51' 44" W, across Lot 46, Block 11, Reserve "D" and Lot 33, Block 3 for a distance of 869.80 feet to the southwest corner of the herein described easement;

THENCE, N 29° 08' 16" W, across Lots 33 and 34, Block 3, for a distance of 122.22 feet to the northwest corner of the herein described easement;

THENCE, N 65° 38' 10" E, across Lot 34, Block 3 and Reserve "D" for a distance of 245.91 feet to an angle point;

THENCE, N 61° 39' 15" E, across Reserve "D" for a distance of 183.58 feet to an angle point;

THENCE, N 60° 54' 33" E, across Reserves "D" and "A" and across Lot 45, Block 11 for a distance of 437.13 feet to the northeast corner of the herein described tract;

THENCE, S 21° 29' 00" E, across Lots 45 and 46, Block 11 for a distance of 25.36 feet to the POINT OF BEGINNING and containing 2.05 acres of land.

Bearing structure based on recorded plat.

Controlling monuments for this survey are a 5/8 inch iron rod found marking the common front corner of Lots 46 and 47, Block 11, through a 5/8" iron rod found marking the common rear corner of Lots 35 and 36, Block 3.

A 20 foot wide access easement centered on the common line of Lots 45 and 46, Block 11, Riverwalk, Section 3, recorded in Cabinet M, Sheet 164 of the Montgomery County Map Records, located in the George Mason Survey, Abstract 341, Montgomery County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the common front corner of Lots 45 and 46, Block 11, on the westerly line of Desna Court (60 foot right-of-way per Cabinet M, Sheet 164 of the Montgomery County Map Records);

THENCE, S 14° 15' 23" E, along the westerly line of Desna Court for a distance of 10.00 feet to the southeast corner of the herein described easement;

THENCE, S 75° 44' 37" W, across Lot 46 for a distance of 407.09 feet to the southwest corner of the herein described tract;

THENCE, N 21° 29' 00" W, across Lots 45 and 46 for a distance of 20.94 feet to the northwest corner of the herein described tract;

THENCE, N 75° 44' 37" E, across Lot 45 for a distance of 413.29 feet to the northeast corner of the herein described tract, on the westerly line of Desna Drive;

THENCE, S 14° 15' 23" E, along the westerly line of Desna Drive for a distance of 10.00 feet to the POINT OF BEGINNING and being a 20 foot wide access easement.

Bearing structure based on recorded plat.

Controlling monuments for this survey are a 5/8 inch iron rod found marking the common front corner of Lots 46 and 47, Block 11, through a 5/8" iron rod found marking the common rear corner of Lots 35 and 36, Block 3.

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in File Number Sequence on the date and at the time specified herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

NOV - 4 2004



*Mark J. Tubball*  
County Clerk  
Montgomery County, Texas

FILED FOR RECORD

2004 NOV - 4 PM 1:26

*Mark J. Tubball*  
COUNTY CLERK  
MONTGOMERY COUNTY TEXAS

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

33/5

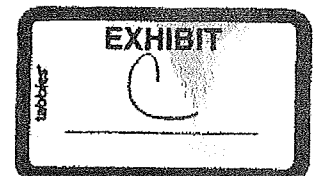
The State of Texas }  
County of Montgomery } ss.

Know all Persons By These Presents:

This Agreement is entered into as of the 27<sup>th</sup> day of April, 1997, by and between the Explorer Pipeline Company, a Delaware Corporation, ("Explorer") having an office and place of business in Tulsa, Oklahoma and Riverwalk, Inc., a Texas Corporation, ("Riverwalk") having an office and place of business in Houston, Texas:

RECITALS

- A. Explorer is the owner of a 28-inch products pipeline, located west of Porter, Montgomery County, Texas.
- B. Riverwalk is the developer of real property located in the George Mason Survey, Abstract 341, Montgomery County, Texas bisected by the Explorer 28-inch products pipeline. As part of its development Riverwalk is proposing to construct a manmade lake over a portion of Explorer's pipeline. The lake will be made by constructing a dam and flooding the contained area. As proposed, the Explorer pipeline crosses underneath the dam and is flooded for approximately 1800 feet, behind the dam. The dam will be constructed according to the design, plans and specifications shown in Exhibit "A" attached hereto and made a part hereof for all purposes. For that part of the Explorer pipeline covered by water, Riverwalk



proposes to construct and install a system of screw anchors to negate any buoyant force caused by water flooding over the pipeline, all according to the design, plans and specifications attached hereto as Exhibit "B" and made a part hereof for all purposes.

- C. Riverwalk has requested that Explorer grant it permission to construct a dam and water flood the contained area over the 28-inch pipeline, construct and install the pipeline screw anchors, all according to the designs, plans, and specifications attached hereto as Exhibits "A" and "B".
- D. Upon completion of construction of the lake property, Riverwalk will convey title of said lake property to the Riverwalk Property Owners Association, Inc.
- E. All parties acknowledge the construction of this proposed dam and resultant impoundment of water, regardless of engineering design and implementation, poses some degree of risk to Explorer, and further that this risk to Explorer has not been quantified, nor does this instrument provide Explorer compensation for this risk. The consideration cited in this instrument is but a nominal amount to satisfy requirements for contract formation. Consequently, Explorer seeks to be fully relieved of any liability caused directly or indirectly by the construction, existence, or elimination of this manmade lake. Explorer also seeks full indemnity from Riverwalk and Riverwalk Property Owners Association, Inc. and any successor entity should Riverwalk's manmade improvements or conditions created by said improvements interfere or cause damage directly or indirectly to Explorer's pipeline. Finally, Explorer also and equally seeks full indemnity should Riverwalk and Riverwalk Property Owners Association, Inc. and any successor as an entity or

entities, or a viable economic entity or entities or its assigns not be available to fulfill responsibilities created by this instrument.

In summary then, the purposes of this instrument and guide to its interpretation are to: (1) provide Riverwalk the opportunity to create a manmade lake over Explorer's pipeline, which will minimize or virtually eliminate risk to Explorer's pipeline and (2) to fully indemnify Explorer from any damages and liability resulting from said lake.

Therefore, in consideration of these premises:

AGREEMENT

NOW THEREFORE, in consideration of the duties, covenants, and obligations contained and for Ten and No/100 (\$10.00) Dollars, the receipt of which is hereby acknowledged, the undersigned agree as follows:

1. Explorer, to the extent Explorer has the right to do so, does hereby grant and convey to Riverwalk the right, for it, its successors and assigns to construct and install a dam and pipeline screw anchors in the water flooded area contained therein according to the design, plans and specifications shown in the attached Exhibits "A" and "B"
2. In consideration of the grant by Explorer, Riverwalk agrees to:
  - a. At the completion of construction of the dam and installation of the screw anchors, furnish Explorer a copy of a report issued by a certified engineer that the dam and pipeline screw anchors have been constructed and installed according to the plans and specifications approved herein as Exhibits "A" and "B".



- b. Drain the lake at Explorer's sole option for maintenance or emergency purposes within 24 hours of receiving notification to do so.
- c. Riverwalk shall provide a current address and telephone number(s) where someone can be reached 24 hours per day for the purpose of draining said lake.
- d. Drain the lake by a method that is capable of removing water from below the surface of the lake, in order to prevent removal of refined petroleum product which might be floating on the surface, of said Lake.
- e. Indemnify and hold Explorer harmless from landowners/homeowners and third parties, for initiating the required draining of the lake and its associated impacts on fish, wildlife, aesthetics, and property values, and damages including, but not limited to any damages occurring downstream caused by draining the lake  
  
Riverwalk also assumes all liability and shall indemnify and hold Explorer harmless from all claims, losses, costs, attorney fees, and damages, for injuries to any person or property arising out of or in any way connected with the construction, maintenance, operation, presence, existence, or removal of Riverwalk's said facilities and the water impounded from said facilities, except when such injuries are caused solely by the negligence of Explorer, its servants, agents, or employees.
- f. That in the event the dam has to be out, in order to work on the pipeline, the additional cost of excavation, of the pipeline, shall be borne by Riverwalk.

g. That, in the event the lake proposes any unforeseen problems, including but not limited to failure of anchors, interference with existing cathodic protection, or problems at the dam which may impact the integrity of Explorer's pipelines, the lake may be permanently drained, at Explorer's written request and at no cost to Explorer. The unilateral decision by Explorer in the need to drain the Lake permanently shall be final, conclusive and binding. Should Explorer make the determination that the lake needs to be permanently drained, then as an alternative, Riverwalk at its option, can fully pay the costs of pipeline relocation.

h. Riverwalk will use its best efforts to prevent the formation of any shallow marshy areas, in the lake, which can support waterborne vegetation and perhaps cause the lake to be classified as "wetlands" area for regulatory purposes.

In the unlikely event said area becomes a designated "wetlands" area, all additional costs for Explorer to operate or maintain its pipeline as a result of the "wetlands" designation shall be reimbursed to Explorer by Riverwalk.

i. Riverwalk shall reimburse Explorer, for Explorer's inspector and all of Explorer's expenses associated with the dam.

j. Riverwalk will use a contractor approved by Explorer for work around the pipeline.

k. Riverwalk will compact the soil under Type 1 Culvert to a 95% maximum dry density as determined by ASTM D698.

- l. Riverwalk will install non-shielding protection or casing around the pipeline, at the Type 1 culvert.
- m. Riverwalk will install and replace as necessary one 1 1/2" x 1 1/4" x 60" zinc anode on each leg of the pipeline screw anchors.
- n. Notwithstanding the anticipated implementation of satisfactory construction of professional design, and professional engineer approval of Riverwalk's improvements, Riverwalk shall be totally and solely responsible for any damage which results to Explorer's pipeline which occurs as a direct or indirect result of the construction, maintenance, and existence of said dam and water body over said pipeline, including but not limited to future settlement of said dam, other structures, and improvements; failure or nonperformance of improvements; and physical characteristics of the water in said lake.
- o. In keeping with the need for Explorer to always have reasonable vehicular access to its pipeline, Riverwalk will provide Explorer unobstructed vehicular access along and over the entire length of its pipeline. For that land portion covered by impounded water—this access will always be above the highest water elevation of the lake, and shall be confined to the right of way previously granted and any existing roads, streets, and highways that may traverse or be adjacent to Riverwalk's and/or Riverwalk Property Owners Association, Inc. lands.
- p. When the lake is completed, Riverwalk will convey title to the lake property to Riverwalk Property Owners Association, Inc. with the requirement that

this agreement be ratified and memorialized by a recordable instrument. The agreement between Riverwalk and Riverwalk Property Owners Association, Inc. will clearly specify that Riverwalk and Riverwalk Property Owners Association, Inc. are both responsible to Explorer for any future damage to Explorer's pipeline as so stated in paragraph "n" above. A fully executed, filed stamped copy of said instrument filed in Montgomery County, Texas will be provided to Explorer, as well as any subsequent agreement between the parties concerning responsibility for the lake.

3. Riverwalk agrees to establish, as covenants running with the land items 2b, 2c, 2d, 2e, 2f, 2g, 2h, 2i, 2m, 2n, 2o, and 2p. In the event Explorer seeks enforcement of any of these covenants, Explorer agrees to first seek enforcement only against the current record title owner of the lake which shall be Riverwalk, Inc., or the Riverwalk Property Owners Association, or the successor organization. Should Explorer not be able to enforce a covenant against Riverwalk or Riverwalk Property Owners Association, Inc., or successor however, because one or more is not in good standing as a corporation or other recognized legal entity in the state of Texas or otherwise, then Explorer may proceed to any and all property owners thus earlier mentioned in this paragraph.

It is also agreed that as a condition for the continuing validity of this agreement and Explorer's grant to Riverwalk to maintain said lake, that the current record title owner of the lake and its dam must maintain appropriate good standing as a corporation or other recognized legal entity in the state of Texas. It is further agreed that should Riverwalk and Riverwalk Property Owners Association, Inc.; or

successors seek financial protection through bankruptcy or be placed into receivership, or not be able to produce reasonable evidence of solvency upon reasonable notice, then Explorer shall have the right to declare this agreement to be void and shall have the unilateral right to take such measures as are reasonably necessary to minimize risks and potential damage to Explorer—such measures include but are not limited to draining of the lake and removal of any or all improvements which have been placed within Explorer's easement. Any expenditure to remove improvements from Explorer's easement will be at the sole expense of Riverwalk; Riverwalk Property Owners Association, Inc.; or their successors.

4. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
5. The obligations under the terms of the Agreement are performable in Montgomery County, Texas, and any and all payments under the terms of the Agreement are to be made in Montgomery County, Texas.
6. The parties hereto hereby consent that venue of any action brought under this Agreement shall be in Montgomery County, Texas.
7. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. The parties acknowledge that each part and its counsel has reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
9. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party or parties shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.
10. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.
11. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and same instrument.
12. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.
13. This agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the parties.
14. At such time as this agreement may be terminated for any reason, Riverwalk; Riverwalk Property Owners Association, Inc.; or their successors shall at its sole expense, at Explorer's request, remove the dam and any or all of its associated improvements within Explorer's easement, including but not limited to the anchors

and concrete anchors--such work will be accomplished by a method approved by Explorer and in the presence of Explorer personnel.

- 15. Riverwalk will, after full execution of this instrument, provide Explorer with a file stamped copy of this instrument showing this instrument to be a document of public record.

Executed this 29th day of April, 1997.

Explorer Pipeline Company

Riverwalk, Inc.

Approved as to form  
Curtis L. Craig ccc

By: [Signature]  
R. Scott VanDyke, President  
& CEO

By: [Signature]  
President



Attest: [Signature]  
Secretary

Attest: [Signature]  
ASS. SECRETARY

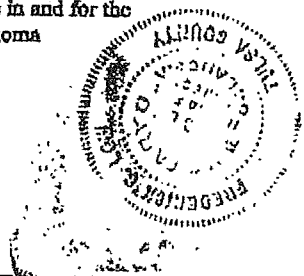
The State of Oklahoma }  
County of Tulsa } ss.

BEFORE ME, the undersigned authority, on this day personally appeared R. Scott VanDyke, President & CEO of Explorer Pipeline Company, a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office on this the 23 day of April, 1997.

My Commission  
Expires: 9/6/98

[Signature]  
Notary Public in and for the  
State of Oklahoma



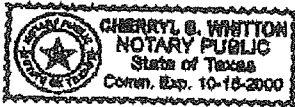
255-00-2483

The State of Texas )

County of Harris ) ss.  
)

BEFORE ME, the undersigned authority, on this day personally appeared DON KNOBLOCH, PRESIDENT of Riverwalk, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office on this the 29<sup>th</sup> day of April, 1997.



*Cherryl B. Whitton*  
Notary Public in and for the  
State of Texas

My Commission  
Expires:

After Recording Return TO:  
DON KNOBLOCH  
P.O. Box 670613  
HOUSTON, TX 77267



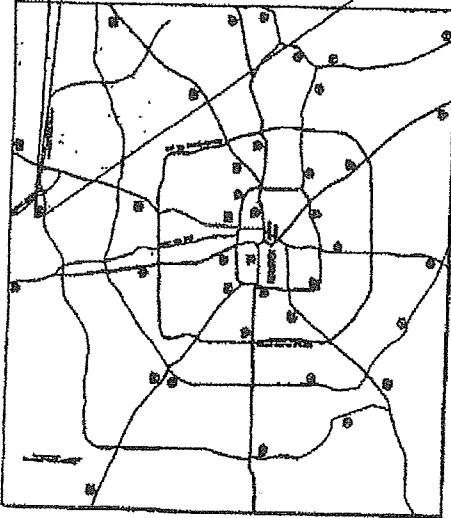
EXHIBIT A

# RIVERWALK, INC. PROPOSED SUBDIVISION LAKE DESIGN

### LIST OF DRAWINGS

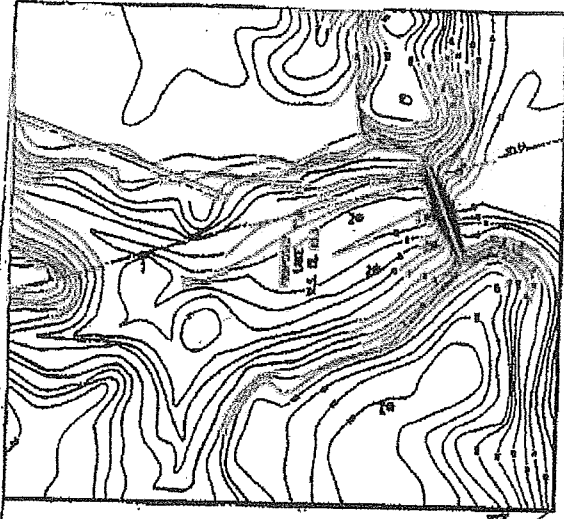
- 25-1-1-101 ALL SHEET / ORIGINAL WORK
- 25-1-1-102 PROJECT PLAN AND PERMITS
- 25-1-1-103 PERMITS AND PERMITS
- 25-1-1-104 PERMITS AND PERMITS
- 25-1-1-105 PERMITS AND PERMITS

255-00-2484



**RECORDING NECESSARY:**  
 At the time of recording, the instrument was  
 found to be in compliance with the  
 public records laws for the best of the  
 or photo copy, because of illegibility, carbon  
 was, additional copies, etc. All blank  
 was, additional copies were prepared at the  
 time the instrument was filed and recorded.

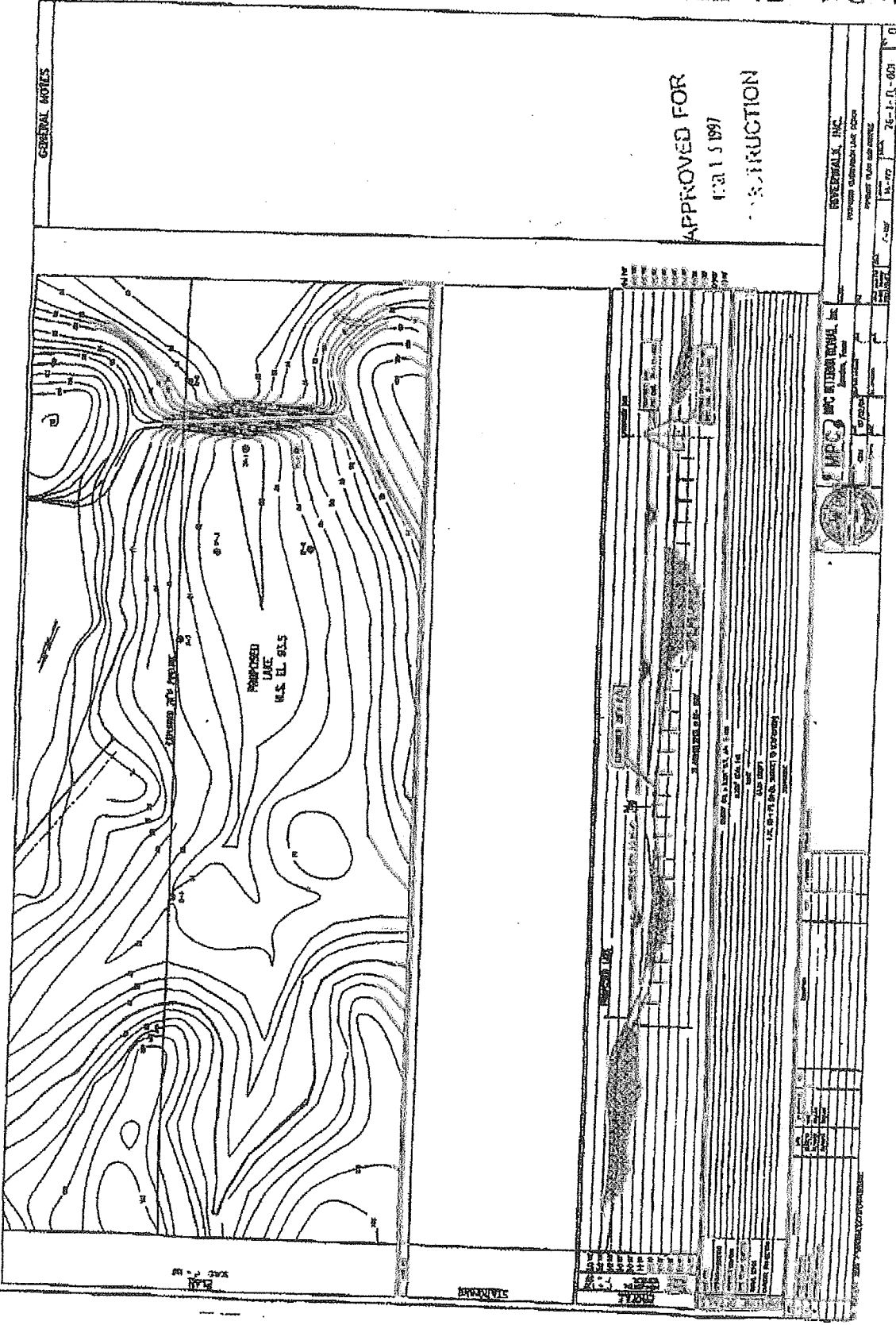
APPROVED FOR  
 APR 13 1998  
 M.P.C. INTERNATIONAL



**MPC INTERNATIONAL, Inc.**  
 Houston, Texas

**RIVERWALK, INC.**  
 PROPOSED SUBDIVISION LAKE DESIGN

DATE: APR 13 1998  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO: 255-00-2484



APPROVED FOR  
1/31/5/1997  
CONSTRUCTION

<b>HYDROWALK, INC.</b> PROFESSIONAL ENGINEERING AND SURVEYING 1000 W. 10th Street, Suite 100 Lincoln, Nebraska 68502 Phone: (402) 441-1177 Fax: (402) 441-1178		SHEET NO. 26-1-11-001 OF 26
PROJECT NO. 9726681.013 DATE 1/31/97	DRAWN BY: [Signature] CHECKED BY: [Signature]	SCALE: AS SHOWN

255-00-2485





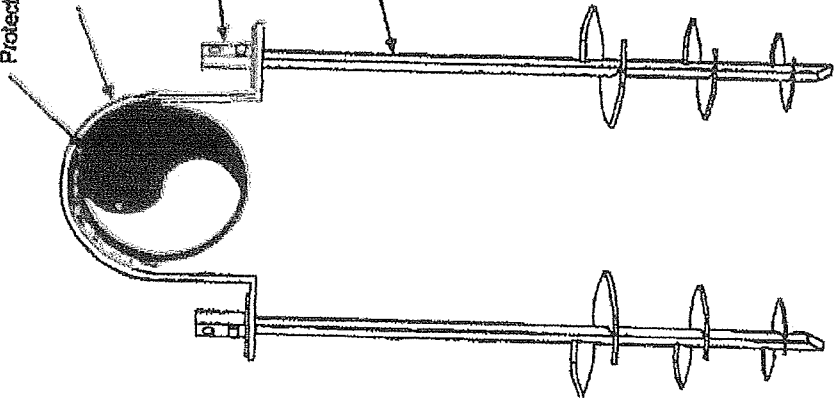
EXHIBIT B

Protective Pad (1" Thick, 180° Arcs, Extending 1/2" From Edge of Strap)

180° Hold Down Strap-4 in. to 48 in.  
(360° brackets available)

Drive Coupling - Retainer

1 Main Helix Anchor Set:  
Typical length-10 ft. (+ 5 ft. extensions, if necessary)  
Helix sizes-6 in. to 15 in.  
All metal is HDG per ASTM A-153  
Holding Strength per set-9,000 lbs. to 100,000+ lbs.



The responsibility for the proper use of ANCHOR PIPE INTERNATIONAL, INC. products, items, and materials is considered a professional design by the fabricating contractor. It is the responsibility of the contractor to ensure that all materials and workmanship meet the requirements of the contract and specifications. It is the responsibility of the contractor to ensure that all materials and workmanship meet the requirements of the contract and specifications.

Date: \_\_\_\_\_

AnchorPipe International, Inc.		
Date:	Scale: NTS	Drawn By: RWW
Typical Hold-Down Screw Anchor Set		Drawing No: 103

255-00-2488

255-00-2489

PLANNED RECORD

97 MAY -6 PM 2:47

MARCO ANTONIO, CLERK  
MONTGOMERY COUNTY, TEXAS

*[Signature]*  
DEPUTY

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that the instrument was filed  
for public record on the date and at the  
place herein specified and was duly recorded  
in the official public records of Real Property  
Montgomery County, Texas

MAY 6 1997



*Mark J. [Signature]*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

## Riverwalk Garden Club, Yard of the Month Program

The Riverwalk Garden Club encourages all residents to maintain their lawns to assure property value is maintained, thereby contributing to the overall appearance and beauty of our community. The goal of the Yard of the Month is to recognize Riverwalk residents who make a special effort to enhance their property, taking pride in their home and landscape while inspiring others to do the same. The overall design does not have to be an elaborate and a landscape designer is NOT needed. Landscape planting with an eye for color, texture, contrast, and beauty can enable each of us to create a pleasant setting. Each yard is judged on the merit of its landscaping.

**All Riverwalk residents are eligible and encouraged to participate in the Yard of the Month Program.**

Yard of the Month will be awarded for the months April, May, June, July, August, and September. Special awards will be given for October for Halloween decorating/spirit and for Christmas for the holiday season/spirit.

Each yard is limited to winning the award only once in a calendar year.

Only the portion of the yard viewable from the street will be judged.

Residents are free to self-nominate their property or a neighbor's property for viewing by the Garden Club Yard of the Month Committee/Members. Nominations may be forwarded using the email on the Riverwalk POA website. Please include the following information: The name of the person nominating, the date you are making the nomination, your phone number. The address of the property you are nominating, the homeowner name and phone number if known.

Nominations should be submitted no later than the 10 days before the end of the month. Nominations close on the 25<sup>th</sup> of each month and will not be accepted after that date. This is subject to change.

### **Criteria for consideration:**

1. A creative, unique, and balanced landscape appropriate to the house and lot size that captures interest and presents outstanding curb appeal.
2. An attractive and pleasing uniformity of a green lawn with a variety of plants including trees, shrubs, ground cover, flowers, wildflowers and the use of plants with a variety of heights, textures, and color. It may feature other items such as fountains, large rocks in the beds, and/or other ornamental features.
3. A well-groomed property can have a natural wildscape appearance, but must be mowed and the perimeter of the property must be neatly edged.
4. Shrubs must be neatly trimmed and maintained. Flowerbeds must be neat and grass/weed free as visible from the street.
5. Planting must be healthy with a minimum amount of weeds in lawn.
6. The external structure of the property must be neat with lawn free of trash and debris.

### **Disqualifications include:**

1. A neglected lawn appearance with overgrown grass and shrubs.
2. Dead plant material such as shrubs and trees on property and/or excessive weeds in flower beds or shrubby beds.
3. Trash cans and recycling bins in view from the street or visible on property beyond trash pick-up date.
4. Un-bagged yard or construction debris in view from the street of the property.
5. Anything on property not allowed by the Neighborhood Association covenants.

### **Winners**

- Winners receive a specially designed "Yard of the Month" sign place in their front yard for the month in which they won.
- A certificate of recognition and appreciation
- Acknowledgment and recognition posted on the Riverwalk community website and electronic signage board.

## RIVERWALK PROPERTY OWNERS ASSOCIATION GUIDELINES FOR DISPLAY OF FLAGS



STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Riverwalk Property Owners Association (“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 community.

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 foot (3’) by five foot (5’) in size.



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 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 Montgomery 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 2 day of February 2011<sup>5</sup>

  
\_\_\_\_\_  
Jody Hewett  
President  
Riverwalk Property Owners Association

STATE OF TEXAS                   §  
   §  
COUNTY OF MONTGOMERY   §

Before me, the undersigned authority, on this day personally appeared Jody Hewett, President of Riverwalk Property Owners Association, 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 2 day of February, 2011<sup>5</sup>

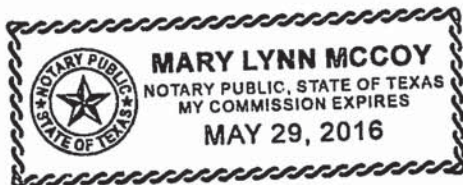
  
\_\_\_\_\_  
Notary Public, State of Texas

Mary Lynn McCoy  
\_\_\_\_\_  
Printed Name

[Notarial Seal]

My commission expires: May 29, 2016

Return filed document to:  
C.I.A. Services, Inc.  
8811 FM 1960 Bypass Road  
Suite 200  
Humble TX 77338



**FILED FOR RECORD**

02/24/2015 1:33PM

*Mark Tumbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**02/24/2015**



*Mark Tumbull*

County Clerk  
Montgomery County, Texas



- 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 Systems 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 to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Control Committee approved ponds may be used for water storage.
- 7. Harvested water must be used and not allowed to become stagnant or a threat to health.
- 8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

The guidelines are effective upon recordation in the Public Records of Montgomery County, 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 2 day of February 2014.<sup>5</sup>


  
\_\_\_\_\_  
Jody Hewett  
President  
Riverwalk Property Owners Association

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY   §

Before me, the undersigned authority, on this day personally appeared Jody Hewett, President of Riverwalk Property Owners Association 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 2 day of February, 2014.<sup>5</sup>



  
\_\_\_\_\_  
Notary Public, State of Texas  
Mary Lynn McCoy  
Printed Name

My commission expires: May 29, 2016

**FILED FOR RECORD**

02/24/2015 1:33PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**02/24/2015**



County Clerk  
Montgomery County, Texas

**Property Code 202.010 on 5/13/2015**

Sec. 202.010. REGULATION OF SOLAR ENERGY DEVICES. (a) In this section:

(1) "Development period" means a period stated in a declaration during which a declarant reserves:

(A) a right to facilitate the development, construction, and marketing of the subdivision; and

(B) a right to direct the size, shape, and composition of the subdivision.

(2) "Solar energy device" has the meaning assigned by Section 171.107, Tax Code.

(b) Except as otherwise provided by Subsection (d), a property owners' association may not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing a solar energy device.

(c) A provision that violates Subsection (b) is void.

(d) A property owners' association may include or enforce a provision in a dedicatory instrument that prohibits a solar energy device that:

(1) as adjudicated by a court:

(A) threatens the public health or safety; or

(B) violates a law;

(2) is located on property owned or maintained by the property owners' association;

(3) is located on property owned in common by the members of the property owners' association;

(4) is located in an area on the property owner's property other than:

(A) on the roof of the home or of another structure allowed under a dedicatory instrument; or

(B) in a fenced yard or patio owned and maintained by the property owner;

(5) if mounted on the roof of the home:

(A) extends higher than or beyond the roofline;

(B) is located in an area other than an area designated by the

property owners' association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the property owners' association;

(C) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or

(D) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;

(6) if located in a fenced yard or patio, is taller than the fence line;

(7) as installed, voids material warranties; or

(8) was installed without prior approval by the property owners' association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.

(e) A property owners' association or the association's architectural review committee may not withhold approval for installation of a solar energy device if the provisions of the dedicatory instruments to the extent authorized by Subsection (d) are met or exceeded, unless the association or committee, as applicable, determines in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making a determination under this subsection, the written approval of the proposed placement of the device by all property owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

Text of subsection effective until September 01, 2015

(f) During the development period, the declarant may prohibit or restrict a property owner from installing a solar energy device.

Added by Acts 2011, 82nd Leg., R.S., Ch. 939 (H.B. [362](#)), Sec. 1, eff. June 17, 2011.

**The statutes available on this website are current through the Regular Session of the 84th Legislature, June 2015. The Texas Constitution is current through the amendments approved by voters in November 2015.**





# SAFETY DATA SHEET



## SECTION 1: IDENTIFICATION

**PRODUCT NAME:** AllPro Envion RTU  
**EPA REG. NUMBER:** 769-994

**MANUFACTURER:** Value Garden Supply  
**ADDRESS:** P.O. Box 585, St. Joseph, MO 64502  
**MANUFACTURER PHONE:** (888) 603-1008  
**MANUFACTURER FAX PHONE:** (952) 884-6149  
**EMERGENCY PHONE:** (800) 858-7378

**PRODUCT USE:** For use only by federal, state, tribal, or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.

## SECTION 2: HAZARD IDENTIFICATION

**SIGNAL WORD:** WARNING

**HAZARD STATEMENTS:** Harmful if swallowed. Harmful in contact with skin. Harmful if inhaled.

**SYMBOLS:** Exclamation Mark.



### PRECAUTIONARY STATEMENTS:

- PREVENTION:** Do not breathe mists. Wash hands thoroughly after handling. Avoid breathing mist and spray. Use only outdoors in a well-ventilated area. Wear protective gloves and clothes, eye and face protection. Do not eat, drink or smoke when using this product.
- RESPONSE:** If swallowed: Immediately call a poison center. Rinse mouth. If inhaled: Remove person to fresh air and keep comfortable for breathing. Call a poison center, if you feel unwell. If on skin: Wash with plenty of water. Take off immediately all contaminated clothing and wash it before reuse.
- STORAGE:** Store locked up.
- DISPOSAL:** Dispose of contents at approved chemical waste disposal facility. Dispose of empty containers after triple rinsing, or according to label directions, in regular waste (see section 13 for specific instructions).

90% of this mixture consists of ingredients of unknown acute toxicity.

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

<u>INGREDIENTS*:</u>	<u>CAS NO.</u>	<u>% WT</u>
Permethrin	52645-53-1	4%
Piperonyl Butoxide	51-03-6	4%
Mineral Oil	64742-55-8	<5%

A trade secret under 29 CFR 1200(i) is claimed for the remaining ingredients of this product.

\* All ingredients in quantities > 1.0 % (> 0.1 % for carcinogens or teratogens) that are **potentially** hazardous per OSHA definitions

## SECTION 4: FIRST AID MEASURES

**EYES:** Hold eyes open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after 5 minutes, then continue rinsing eyes. Call a poison control center or doctor for treatment advice.

**SKIN:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice.

**INGESTION:** Immediately call a Poison Control Center or doctor. Do not induce vomiting unless told to by a poison control center or doctor. Do not give any liquid to the person. Do not give anything by mouth to an unconscious person.

**INHALATION:** Get to fresh air. Call a poison control center or doctor for treatment advice.

**IMPORTANT:** Have this product label with you when calling a poison control center or doctor or when going for treatment. You may also call 1-800-858-7378 for emergency medical treatment advice.





## SAFETY DATA SHEET



should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

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### SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

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<b>APPEARANCE:</b> Clear amber liquid	<b>VAPOR PRESSURE (mmHg at 20°C):</b> <1
<b>ODOR:</b> Slight solvent and licorice	<b>VAPOR DENSITY (AIR = 1):</b> >1
<b>ODOR THRESHOLD:</b> N/A	<b>pH:</b> N/A
<b>PHYSICAL STATE:</b> Liquid	<b>SPECIFIC GRAVITY:</b> 0.842-0.846
<b>BOILING POINT:</b> NE	<b>DENSITY:</b> 0.842-0.846g/ml
<b>MELTING POINT:</b> N/A	<b>FLASH POINT:</b> > 200°F
<b>FLAMMABILITY:</b> N/A	<b>AUTO IGNITION:</b> N/A
<b>VISCOCITY (cSt at 40°C):</b> NE	<b>LEL/UEL:</b> N/A
<b>WATER SOLUBILITY:</b> will not mix with water	<b>OTHER SOLUBILITIES:</b> Miscible in oil
<b>DECOMPOSITION TEMPERATURE:</b> N/A	<b>PARTITION COEFFICIENT (n-octanol/water):</b> N/A
<b>EVAPORATION RATE (BuAc = 1):</b> NE	<b>% VOLATILE BY VOLUME:</b> NE

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### SECTION 10: STABILITY AND REACTIVITY

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**HAZARDOUS POLYMERIZATION:** Will not occur  
**CONDITIONS TO AVOID:** Temperatures over 120°F  
**INCOMPATIBLE MATERIALS:** Strong oxidizers

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### SECTION 11: TOXICOLOGICAL INFORMATION

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**ACUTE ORAL EFFECTS:** Oral LD50 (Rat): >500 to <5,000 mg./kg. (female) >5,000 mg./kg. (male)

**ACUTE DERMAL EFFECTS:** Dermal LD50 (Rat): >2,000 mg/kg. Permethrin is a skin sensitizer in some individuals.

**EYE EFFECTS:** Minimally irritating

**CARCINOGENICITY:** Permethrin: A statistically significant increase of lung and liver tumors was observed in female mice receiving diets containing 375 and 750 mg/kg/day over 85 weeks. Piperonyl Butoxide: Marginally higher incidences of benign liver tumors in mice were observed following lifetime high dose exposures. The significance of this observation is questionable and under review. The doses at which tumors were observed greatly exceeded human dietary intake. At anticipated dietary exposure levels, it is highly unlikely that piperonyl butoxide would result in carcinogenic effects. IARC has also concluded that there is no evidence for the carcinogenicity of white oils when administered by routes other than by interperitoneal injection. The solvent is not carcinogenic according to the OSHA Hazard Communication Standard.

**TERATOGENICITY (birth defects):** Permethrin and Piperonyl Butoxide were not teratogenic when tested in rats.

**REPRODUCTIVE TOXICITY:** Permethrin and Piperonyl Butoxide were not reproductive toxins when tested in rats.

**MUTAGENICITY (genetic effects):** Permethrin and Piperonyl Butoxide did not produce any mutagenic effects when tested in the Ames test.

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### SECTION 12: ECOLOGICAL INFORMATION

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#### ENVIRONMENTAL HAZARDS

This pesticide is extremely toxic to aquatic organisms, including fish and invertebrates. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean water mark. Do not apply when weather conditions favor drift from treated areas. Drift and runoff from treated areas may be hazardous to aquatic organisms in neighboring areas. Do not contaminate water when disposing of equipment wash waters.

Under some conditions, it may also have a potential for transport into surface water runoff (primarily adsorbed to suspended soil particles), for several months or more after application. These include poorly drained or wet soils with readily visible slopes toward



## SAFETY DATA SHEET



adjacent surface waters, frequently flooded areas, and areas overlying extremely shallow groundwater, areas with in-field canals or ditches that drain to surface water, areas not separated from adjacent surface waters with vegetated filter strips, and areas overlying tile drainage systems that drain to surface waters.

**Bee Warning:** This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift on blooming crops or weeds while bees are actively visiting the treatment areas, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

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### SECTION 13: DISPOSAL CONSIDERATIONS

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Dispose of the resulting chemical waste as follows. Pesticide Disposal: Pesticide, spray mixture or rinsate water that cannot be used according to label instructions must be disposed of at or by an approved waste disposal facility.

**Container Handling: Nonrefillable container. Do not reuse or refill this container.** Triple rinse or pressure rinse container promptly after emptying. Then offer for recycling, if available, or puncture and dispose of in a sanitary landfill or by other procedures approved by state and local authorities. **Triple Rinse as Follows-Containers 5 gallons or less in capacity:** Do not reuse or refill this container. Triple rinse or pressure rinse container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill container 1/4 full with mineral oil and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. **Containers greater than 5 gallons in capacity:** Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with mineral oil. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure Rinse as Follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure-rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

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### SECTION 14: TRANSPORT INFORMATION

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\*DOT SHIPPING NAME: N/A

\* U.S. Department of Transportation

IMO: N/A

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### SECTION 15: REGULATORY INFORMATION

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**U.S. FEDERAL REGULATIONS:** This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. The requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

**CAUTION:** Harmful if swallowed or absorbed through the skin, or inhaled. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Remove contaminated clothing and wash before reuse.

**SARA TITLE III:** Section 311/312: Acute Health Hazard – Yes; Chronic Health Hazard – Yes; Fire Hazard – No; Sudden release of pressure hazard – No; Reactivity hazard – No; Section 313 chemicals: Permethrin (4%) (CAS # 52645-53-1), Piperonyl Butoxide (4%) (CAS # 51-03-6)

CERCLA: N/A

INDIVIDUAL STATES: N/A

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### SECTION 16: OTHER INFORMATION

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This information is provided in good faith, but without express or implied warranty. For additional information, refer to the current American Conference of Governmental Industrial Hygienists (ACGIH) documentation for Threshold Limit Values (TLVs) for individual components, current American Industrial Hygiene Association (AIHA) documentation for Workplace Environmental Exposure Levels (WEELs), and the current U.S. DOT Emergency Response Guidebook.



For use only by federal, state, tribal, or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.

ACTIVE INGREDIENTS:	
Permethrin: CAS [52645-53-1].....	30.0%
Piperonyl Butoxide Technical CAS [51-03-6].....	30.0%
OTHER INGREDIENTS:.....	40.0%
Total	100.0%

Contains 2.52 lbs. a.i. Permethrin/gallon and 2.52 lbs. a.i. Piperonyl Butoxide/gallon

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail).

FIRST AID	
<b>IF SWALLOWED:</b>	Immediately call a Poison Control Center or doctor. Do not induce vomiting unless told to by a poison control center or doctor. Have person sip a glass of water if able to swallow. Do not give anything by mouth to an unconscious person.
<b>IF ON SKIN OR CLOTHING:</b>	Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice.
<b>IMPORTANT:</b> Have this product container or label with you when calling a poison control center or doctor or when going for treatment. You may also call 1-800-858-7378 for emergency medical treatment advice. <b>NOTE TO PHYSICIAN:</b> Contains petroleum distillate – vomiting may cause aspiration hazard.	

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS
<b>CAUTION:</b> Harmful if swallowed or absorbed through the skin. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Remove contaminated clothing and wash before reuse.

ENVIRONMENTAL HAZARDS
This product is extremely toxic to fish and aquatic invertebrates. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. Do not apply over bodies of water (lakes, rivers, permanent streams, natural ponds, commercial fish ponds, swamps, marshes or estuaries), except when necessary to target areas where adult mosquitoes are present, and weather conditions will facilitate movement of applied material away from the water in order to minimize incidental deposition into the water body. Do not contaminate bodies of water when disposing of equipment rinsate or washwaters. <b>Bee Warning:</b> This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift on blooming crops or weeds while bees are actively visiting the treatment areas, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

PHYSICAL AND CHEMICAL HAZARDS
Combustible. Do not use, pour, spill, or store near heat or open flame.

**A Synergized Permethrin Formulation.**

- For Effective Control of Adult Mosquitoes (including organophosphate resistant mosquitoes), Midges (Biting and Non-Biting) and Blackflies.
- For ULV, Thermal and Barrier Applications using Ground and Aerial Equipment for control of Adult Mosquitoes and other biting flies.
- Formulation Allows Dilution with Water or Oil.
- May be Applied Undiluted.
- For surface and barrier applications using handheld equipment.
- Quick Knockdown and Effective Control of Target Insects.
- For ULV applications at rates up to 0.007 lbs. a.i. per acre.
- For barrier application at rates up to 0.1 lbs. a.i. per acre.
- Compatible with injector mixing systems or other insecticide mixing systems.

**DIRECTIONS FOR USE**

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

**Note:** Before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.

**HOW TO APPLY AND WHERE TO USE**

**Envion** is designed for application as an Ultra-Low Volume (ULV) or thermal aerosol to control adult mosquitoes and flies of nuisance, public health or disease vector importance in areas such as but not limited to: residential areas, industrial areas, commercial areas, urban areas, parks, campgrounds, woodlands, athletic fields, golf courses, playgrounds, recreational areas, overgrown waste areas, road-sides, and other areas where adult mosquitoes and flies may be found.

**Envion** is recommended for application with ULV cold aerosol generators, thermal aerosol generators, mist-blowers, backpack sprayers, or handheld sprayers. Mist-blowers, backpack sprayers, handheld sprayers and low-pressure hand sprayers may be used for barrier or surface applications.

FOR BEST RESULTS treat when mosquitoes or insects are most active and weather conditions are conducive to keeping the fog near the ground e.g. cool temperatures, and consistent wind speeds are not greater than 10 m.p.h. Applications during the cool hours of night or early morning are usually preferable. Apply this product only when wind speed is greater than 1 mph.

Do not retreat the same site more than once in 12 hours. Do not apply more than 0.18lbs of permethrin per acre per year to any site. More frequent treatments may be made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

**Envion** can be applied over specific growing crops and range grasses prior to harvest for the control of adult mosquitoes and biting flies within or adjacent to these areas. Application can only be made where the following crops are present:

Alfalfa	Corn, grain	Onions, dry bulb
Almonds	(field and pop)	Peaches
Apples	Corn, stover	Pears
Artichoke, globe	Corn, sweet kernel+cob	Peppers, bell
Asparagus	with husks removed	Pistachios
Avocados	Eggplant	Potato
Broccoli	Filberts	Range Grasses
Brussels sprouts	Garlic	Soybeans
Cabbage	Horseradish	Spinach
Cauliflower	Kiwifruit	Tomatoes
Celery	Leafy Vegetables	Vegetables,
Cherries	(except Brassica)	cucurbit
Corn, forage	Lettuce, head	Walnuts
Corn, fodder	Mushrooms	Watercress

Do not allow spray treatment to drift on cropland (other than crops listed) or water supplies. In treatment of corrals, feedlots, animal confinements/houses, swine lots and zoos, cover any exposed drinking water, drinking fountains and animal feed before application.

**Envion** provides effective control of adult mosquitoes, black flies, gnats, biting and non-biting midges, stable flies, horse flies, deer flies, sheep flies, horn and heel flies, and nuisance flying insects such as houseflies.

Air temperatures should be greater than 50°F when conducting all types of applications.

## GROUND APPLICATION

**Vehicle-Mounted ULV Cold Aerosol Generators (Cold Fog):** Apply through non-thermal ULV application equipment and base all acreage calculations on the equipment manufacturer's recommended swath width. Spray equipment must be adjusted so the volume median diameter or mass median diameter is less than 30 microns (Dv 0.5 < 30µm) and that 90% of the spray is contained in droplets smaller than 48 microns (Dv 0.9 < 48µm). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rates(s) are properly calibrated. Apply at a rate not to exceed 0.007 pounds of permethrin per acre. An optimum swath is created when **Envion** is applied from a truck being driven perpendicular to the wind direction. Direct the spray head of the equipment to ensure an optimum distribution of the spray cloud throughout the area. For best results, apply when insects are most active and meteorological conditions are conducive to keeping the spray cloud near the ground. An inversion of air temperatures and a light breeze of approximately 1 to 3 mph is preferable. During applications consistent ground wind speeds should not exceed 10 MPH. Application of this product during cooler hours of the night or early morning is recommended.

**Envion** may be applied through all ULV Cold Aerosol Generators, or other similar equipment designed for non-thermal ULV aerosol applications. The desired application rate may be obtained from the chart below or by altering the dilution rate of **Envion**, the flow rate of the insecticide from the application equipment and the vehicle speed. Some examples are provided in the following chart. When an alternate rate is required, adjust the flow rate accordingly, provided the droplet size and spectrum remain within the label specifications.

FLOW RATE (Fluid Ounces Per Minute)						
Dilutions Based on a 15 Gallon Tank*						
Application Rate (Pounds of Permethrin a.i./Acre)	Vehicle Speed (MPH)	Undiluted	Diluted 1:4	Diluted 1:5	Diluted 1:6.5	Diluted 1:9
0.0015	10	0.46	2.32	2.77	3.50	4.7
	15	0.70	3.47	4.15	5.20	7.0
	20	0.93	4.64	5.60	7.00	9.3
0.00175	10	0.55	2.70	3.24	4.05	5.4
	15	0.82	4.05	4.84	6.07	8.1
	20	1.09	5.40	6.48	8.10	10.8
0.0035	10	1.09	5.40	6.48	8.1	10.8
	15	1.65	8.10	9.68	12.1	16.1
	20	2.19	10.8	12.9	16.1	21.5
0.007	10	2.19	10.7	12.9	16.1	21.5
	15	3.28	16.1	19.4	24.2	
	20	4.38	21.4	25.8		

\***Dilution Instructions:** Fill tank with appropriate amount of water for the desired dilution, then add **Envion** and mix well. The use of metering pumps, injector systems or other mixing systems is optional. Note: When using oil as a diluent agitate well before use.

Where dense vegetation is present, use higher rates of application and/or a slower speed for best results. All applications should be conducted when temperatures are greater than 50° F.

**BACKPACK OR HANDHELD SPRAYER APPLICATION:** Apply through non-thermal ULV application equipment and base acreage calculations on a 300-foot swath. To apply undiluted at 0.007 pounds of permethrin per acre adjust equipment to an output rate of 0.86 ounces per minute and walk at 4 mph. To apply 0.0035 pounds of permethrin per acre, dilute 1 part **Envion** with 6 parts of diluent and apply at a rate of 3 ounces per minute and walk at 4 mph.

**THERMAL AEROSOL APPLICATION:** For use in truck-mounted, handheld or other thermal fogging equipment. Spray equipment must be adjusted so the volume median diameter or mass median diameter is less than 30 microns (Dv 0.5 < 30 µm) and that 90% of the spray is contained in droplets smaller than 48 microns (Dv 0.9 < 48 µm). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rates(s) are properly calibrated. Apply this product mixed with water or oil at a rate not to exceed 0.007 lbs. per acre. Base acreage calculations on a 300 feet swath. For best results, direct the thermal fog into and allow to drift through areas where adult mosquitoes are found.

**BARRIER APPLICATIONS:** To control resting or flying adult mosquitoes in areas such as animal quarters, roadsides, urban areas, residential areas, commercial areas, industrial areas, golf courses, parks, recreational areas, tire piles and all public areas where adult mosquitoes occur or find harborage. May be used to treat aggregation and harborage areas such as the perimeter of residential buildings, commercial buildings, storage buildings, crawl spaces, transport trailers, abandoned or uninhabited buildings and other areas where adult mosquitoes find harborage.

When this product is applied as a barrier application using low pressure hand sprayers, hydraulic sprayers or ground ULV equipment, do not apply within 100 feet (30 meters) of lakes and streams.

To apply this product using low pressure hand sprayers or other similar equipment, for the control of mosquitoes on resting or aggregation surfaces mix 0.0875 oz. ( 2.59 ml ) in one gallon of water and apply sufficient spray to dampen the surface - approximately 700-750 square feet of treated area. Use equipment that is capable of delivering an even distribution of the labeled rate over the treatment area. For application using backpack or truck-mounted mist-blower equipment apply **Envion** undiluted at a rate not to exceed 5.08 oz. per acre. If diluted apply at a rate not to exceed 0.1 lbs. permethrin a.i. per acre. Diluted or undiluted applications may be made onto foliage at the perimeter of areas such as recreational areas, parks, or golf courses from which mosquitoes or flies are to be excluded. Applications may be directed into harborage areas or other resting areas where adult mosquitoes or flies may be found.

**URBAN ULV MOSQUITO CONTROL APPLICATIONS:** For control of resting or flying adult mosquitoes, biting flies and biting midges in harborage areas such as but not limited to utility tunnels, sewers, storm drains and catch basins, pipe tunnels, basements, underground passages, parking decks, crawl spaces under buildings, abandoned buildings or uninhabited buildings. Apply **Envion** diluted or undiluted using mechanical foggers, hand-held or truck-mounted ULV equipment, thermal foggers or other spray equipment suitable for this type of application. **Envion** may be applied at rates up to but not exceeding 0.007 lbs. permethrin per acre.

## AERIAL APPLICATION

Apply **Envion** either diluted or undiluted at rates up to 0.007 lbs. Permethrin/PBO per acre by fixed wing or rotary aircraft equipped with a spraying system capable of making a ULV application. For aerial applications of **Envion**, use ULV equipment and nozzles such as rotary atomizers or similar spray equipment. Spray equipment must be adjusted so the volume median diameter produced is less than 60 microns (Dv 0.5 < 60 µm) and that 90% of the spray is contained in droplets smaller than 115 microns (Dv 0.9 < 115 µm). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rates(s) are properly calibrated.

Aerial application of **Envion** shall be made at altitudes ranging from 100 feet to 300 feet. Do not apply when ground wind speed equals 0 MPH or when ground wind exceeds 10 MPH. Aerial applications of **Envion** shall only be made when recommended by public health officials and trained personnel of mosquito abatement districts and other mosquito control programs. To ensure best results applications shall be made when temperatures are greater than 50°F.

For best results, apply **Envion** when insects are most active and meteorological conditions are conducive to keeping the spray cloud near the ground. Aerial applications using aircraft equipped with global positioning systems (GPS) may be needed to compensate for windy conditions and to ensure drift into target areas.

**IN FLORIDA:** Do not apply by aircraft unless approved by the Florida Department of Agriculture and Consumer Services.

## STORAGE AND DISPOSAL

Do not contaminate water food or feed by storage or disposal.

**Pesticide Storage and Spill Procedures:** Store upright at room temperature. Avoid exposure to extreme temperatures. In case of spill or leakage, soak up with an absorbent material such as sand, sawdust, earth, fuller's earth, etc.

Dispose of with chemical waste.

**Pesticide Disposal:** Pesticide, spray mixture or rinsate water that cannot be used according to label instructions must be disposed of at or by an approved waste disposal facility.

**Container Handling: Nonrefillable container.** Do not reuse or refill this container. Triple rinse or pressure rinse container promptly after emptying. Then offer for recycling, if available, or puncture and dispose of in a sanitary landfill or by other procedures approved by state and local authorities. **Triple Rinse as Follows-**

**Containers 5 gallons or less in capacity:** Do not reuse or refill this container. Triple rinse or pressure rinse container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill container 1/4 full with mineral oil and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. **Containers greater than 5 gallons in capacity:** Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with mineral oil. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times.

Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure Rinse as Follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure-rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure Rinse as Follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure-rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

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NOTICE: Buyer and user assume all risk and liability of use, storage and/or handling of this product not in accordance with the terms of this label.

EPA Reg No. 769-987  
EPA Est No. 44616-MO-1  
www.allprovector.com

Value Garden Supply  
P.O. Box 585, St. Joseph, MO 64502  
(952) 884-6477  
RM# 10099-11-1

RIVERWALK PROPERTY OWNERS ASSOCIATION
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Riverwalk Property Owners Association ("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 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following Records Production and Copying Policy.

- 1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
b. contain sufficient detail to identify the specific Records being requested; and
c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
(1) format: electronic files, compact disk or paper copies
(2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
a. the requested Records, if copies were requested and any required advance payment had been made; or
b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
  - a. the financial records associated with an individual owner; and
  - b. deed restriction violation details for an individual owner; and
  - c. personal information, including contact information other than an address for an individual owner; and
  - d. attorney files and records in the possession of the attorney; and
  - e. attorney-client privileged information in the possession of the Association.

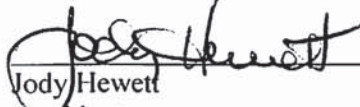
The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:



- a. black and white 8½"x11" single sided copies ... \$0.10 each
  - b. black and white 8½"x11" double sided copies ... \$0.20 each
  - c. color 8½"x11" single sided copies ... \$0.50 each
  - d. color 8½"x11" double sided copies ... \$1.00 each
  - e. PDF images of documents ... \$0.10 per page
  - f. compact disk ... \$1.00 each
  - g. labor and overhead ... \$18.00 per hour
  - h. mailing supplies ... \$1.00 per mailing
  - i. postage ... at cost
  - j. other supplies ... at cost
  - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
  9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
  10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
  11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Montgomery County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, 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 2 day of February 2014<sup>5</sup>

  
\_\_\_\_\_  
Jody Hewett  
President  
Riverwalk Property Owners Association

STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY §

Before me, the undersigned authority, on this day personally appeared Jody Hewett, President of Riverwalk Property Owners Association, 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 2 day of February, 2014<sup>5</sup>.

  
\_\_\_\_\_  
Notary Public, State of Texas

[Notarial Seal]

Mary Lynn McCoy  
\_\_\_\_\_  
Printed Name

My commission expires: May 29, 2016



**FILED FOR RECORD**

02/24/2015 1:33PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**02/24/2015**



County Clerk  
Montgomery County, Texas

RIVERWALK PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Riverwalk Property Owners Association ("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 community.

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

- 1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing 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 total in size.
3. The items 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 items 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 items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Montgomery 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 2 day of February 2014<sup>5</sup>

  
\_\_\_\_\_  
Jody Hewett  
President  
Riverwalk Property Owners Association

STATE OF TEXAS                    §  
  §  
COUNTY OF MONTGOMERY       §

Before me, the undersigned authority, on this day personally appeared Jody Hewett, President of Riverwalk Property Owners Association, 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.

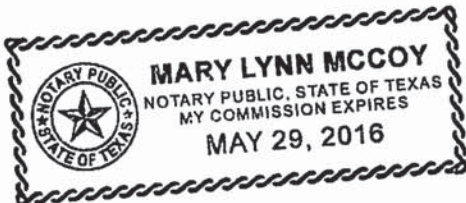
Given under my hand and seal of office this 2 day of February, 2014<sup>5</sup>

  
\_\_\_\_\_  
Notary Public, State of Texas

Mary Lynn McCoy  
\_\_\_\_\_  
Printed Name

My commission expires: May 29, 2016

[Notarial Seal]



**FILED FOR RECORD**

02/24/2015 1:33PM

*Mark Tumbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**02/24/2015**



*Mark Tumbull*

County Clerk  
Montgomery County, Texas



**RIVERWALK PROPERTY OWNERS ASSOCIATION  
GUIDELINES FOR STANDBY ELECTRIC GENERATORS**

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Riverwalk Property Owners Association (“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 recently amended to add Section 202.019, which requires the Association to allow standby electric generators (“SEG”)and authorizes the Association to regulate such items; and

WHEREAS, the Board of Directors of the Association desires to regulate standby electric generators by establishing regulations and guidelines relating to such items in compliance with Chapter 202 of the Texas Property Code and pursuant to the authority granted to the Board of Directors by the provisions of the Declaration; and

WHEREAS, this Dedicatory Instrument consist of Restrictive Covenants as defined by Texas Property Code. §202.001, et. seq, and the Association shall may exercise discretionary authority with respect to these Restrictive Covenants; and

NOW, THEREFORE, the Board has duly adopted the following guidelines for standby electric generators within the community which shall be reasonably applied and enforced:

- (1) The owner shall first apply to and receive written approval from the Association prior to installation of any SEG permitted by 202.019 that will be located outside of the main residential structure on the Property, in the same manner as all other submissions for approval or improvements to property.
- (2) The SEG must be installed and maintained in compliance with manufacturer's specifications and applicable governmental health, safety, electrical and building codes.
- (3) All electrical, plumbing, and fuel line connections for the SEG shall be installed only by licensed contractors and all electrical connections must installed in accordance with applicable governmental health, safety, electrical and building codes.
- (4) All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for the SEG shall be installed in accordance with applicable governmental health, safety, electrical and building codes.
- (5) All liquid petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes.
- (6) All non-integral standby electric generator fuel tanks for the SEG shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

STATE OF TEXAS                   §  
   §  
COUNTY OF MONTGOMERY       §

Before me, the undersigned authority, on this day personally appeared Jerry Mizell, Secretary of Riverwalk Property Owners Association, 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 21<sup>st</sup> day of November, 2015.

Mary Lynn McCoy  
Notary Public, State of Texas

[Notarial Seal]

Mary Lynn McCoy  
Printed Name

My commission expires: May 29, 2015





**FILED FOR RECORD**

11/30/2015 2:30PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MONTGOMERY

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

11/30/2015



County Clerk  
Montgomery County, Texas

Return to:  
CIA Services  
8811 FM 1960 Bypass Rd. Ste. 200  
Humble, Tx 77338

**THIRD SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
for  
RIVERWALK PROPERTY OWNERS ASSOCIATION**

---

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

The undersigned, being the authorized representative of Riverwalk Property Owners Association, a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Riverwalk Property Owners Association" ("Notice") recorded in the Official Public Records of Real Property of Montgomery County, Texas on February 20, 2015 under Clerk's File No. 2015015197, the "First Supplemental Notice of Dedicatory Instruments for Riverwalk Property Owners Association" ("First Supplemental Notice") recorded in the Official Public Records of Real Property of Montgomery County, Texas on February 3, 2016 under Clerk's File No. 2016009104, and the "Second Supplemental Notice of Dedicatory Instruments for Riverwalk Property Owners Association" ("Second Supplemental Notice") recorded in the Official Public Records of Real Property of Montgomery County, Texas on October 27, 2017 under Clerk's File No. 2017097195, which Notices were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.


Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the First Supplemental Notice and the Second Supplemental Notice, the following document is a Dedicatory Instrument governing the Association:

- **Solar Device Application Procedure for Riverwalk Property Owners Association.**

This Third Supplemental Notice is being recorded in the Official Public Records of Real Property of Montgomery County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Third Supplemental Notice is true and correct and the document attached to this Third Supplemental Notice is a true and correct copy of the original.

Executed on this 8<sup>th</sup> day of November, 2017.

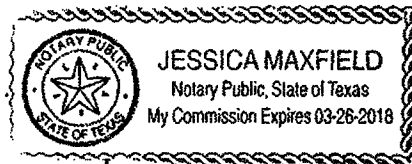
**RIVERWALK PROPERTY OWNERS ASSOCIATION**

By:   
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 8<sup>th</sup> day of November, 2017 personally appeared Eric B. Tonsul, authorized representative of Riverwalk Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

*Jessica Maxfield*  
Notary Public in and for the State of Texas



*Notary ID# 12976163-0*

SOLAR DEVICE APPLICATION PROCEDURE  
for  
RIVERWALK PROPERTY OWNERS ASSOCIATION

---

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY       §

I, Glen Hollis, Secretary of Riverwalk Property Owners Association, (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 20<sup>th</sup> day of May, 2017, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following "Solar Device Application Procedure for Riverwalk Property Owners Association" was duly approved by a majority vote of the members of the Board in attendance:

**RECITALS:**

1. Chapter 202 of the Texas Property Code was amended to add sections relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items.
2. The Board of Directors of the Association desires to adopt procedures relating to the installation of solar energy devices consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

**PROCEDURE:**

Applicants need to provide the following when applying for solar devices:

- Plat clearly showing location of devices (roof or ground) accompanied with clear photos, elevations (front, back, side and top) indicating exact location of the devices, size of devices, number of devices.
- Devices placed on roof, placement must adhere to the Riverwalk Property Owners Association Guidelines from Solar Energy Devices (5 a, b, c, d, e, f) [http://www.riverwalkpoa.com/ing/corp-docs/Guidelines for Solar Energy Devices.pdf](http://www.riverwalkpoa.com/ing/corp-docs/Guidelines%20for%20Solar%20Energy%20Devices.pdf) and Texas Property Code 202.010 <http://www.statutes.legis.state.tx.us/StatutesByDate.aspx?code=PR&level=SE&value=202.010&date=5/13/2015>.
- Devices located in a fenced yard or patio must include device measurement height from the bottom of the device to the highest point of the device (based on actual tilt/positioning of device).

- Devices located in a fence yard or patio must include a concealment plan that screens the entire height of device, per Riverwalk Property Owners Association Guidelines from Solar Energy Devices (6) [http://www.riverwalkpoa.com/img/corp-docs/Guidelines for Solar Energy Devices.pdf](http://www.riverwalkpoa.com/img/corp-docs/Guidelines%20for%20Solar%20Energy%20Devices.pdf) and Texas Property Code 202.010 <http://www.statutes.legis.state.tx.us/StatutesByDate.aspx?code=PR&level=SE&value=202.010&date=5/13/2015>.
- Devices located in a fenced yard or patio must not be placed on an Easement and must stay within the properties' build lines (i.e., 200 feet from water if on a water property, 15 feet from build lines)
- Written approval by adjoining property owners. If attempts to get approvals from adjoining property owners have resulted in no response (no response within 30 days), proof of attempt is required, and an ACC site visit will be scheduled.
- Six (6) consecutive months of energy bills with address and name indicating total energy consumption. NOTE: account numbers can be redacted.
- Type of solar device (pamphlet)

In addition to the above requirements, if applicant is utilizing Texas Property Code 202.010, Section 5(b), applicant must obtain a 3rd party report proving that location increases production by ten percent (10%). Upon approval of Solar Device application, applicant/home owner is responsible for maintenance and must comply with all regulations within Texas Property Code 202.010 and Riverwalk Property Owners Association Guidelines for Solar Energy Devices, to include, but not limited to:

- Installed devices may not:
  - threaten public health or safety; or
  - violate any law; or
  - substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owners.
- All devices must be maintained in good repair. Unused or inoperable devices must be removed and properly disposed of.

*[This space intentionally left blank]*

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Solar Device Application Procedure for Riverwalk Property Owners Association was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Montgomery County, Texas.

TO CERTIFY which witness my hand this the 6 day of June, 2017.

RIVERWALK PROPERTY OWNERS ASSOCIATION,

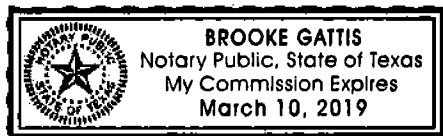
By: Glen R. Hollis

Printed: Glen R. Hollis

Its: Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

BEFORE ME, the undersigned notary public, on this 6 day of June, 2017 personally appeared Glen Hollis, Secretary of Riverwalk Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Bgattis  
Notary Public in and for the State of Texas

**E-FILED FOR RECORD**

11/08/2017 03:07PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

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

**11/08/2017**



County Clerk  
Montgomery County, Texas