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Debbie Hollan, County Clerk - Waller County, TX



**BYLAWS  
OF THE  
REATA CREEK OWNERS ASSOCIATION, INC.**

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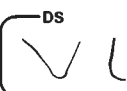
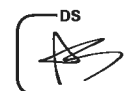
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**BYLAWS OF  
REATA CREEK OWNERS ASSOCIATION, INC.**

**ARTICLE I. NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

**A. Name**

The name of the Association shall be the Reata Creek Owners Association, Inc., (hereinafter sometimes referred to as the "Association").

**B. Principal Office**

The principal office of the Association shall be located in Waller County or such other place as may be designated by the Board of Directors of the Association from time to time.

**C. Definitions**

The words used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants Conditions and Restrictions for Reata Creek Subdivision, Commonly referred to and Known as Reata Creek, recorded in the Waller County, Texas public records under Clerk's File No. \_\_\_\_\_ (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration").

**D. Property**

The property affected by these Bylaws is the property described on the final recorded plat for Reata Creek, a Subdivision Plat of 96.9945 acres or 4,225,079 sq. ft. of land, situated in the B.B.B. & C.R.R. Co. Survey, Abstract No. 83, & the B.B.B. & C.R.R. Co. Survey, Abstract No. 88, City of Hempstead ETJ, Waller County, Texas, filed on or about the \_\_\_ day of \_\_\_, 2016 and under Film Code No. \_\_\_ of the Map or Plat Records of Waller County, Texas, and any other subdivisions which are subsequently annexed and made subject to the authority of the Association.

**ARTICLE II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM,  
VOTING, PROXIES**

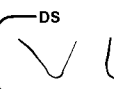
**A. Membership**

The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration and specifically incorporated herein by reference.

**B. Place of Meetings**

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board.

**C. Annual Meetings**



The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of organization of the Association. Subsequent regular annual meetings shall be set by the Board. Directors to be elected by the membership shall be elected at the annual meeting.

D. Special Meetings

The President or the Secretary may call special meetings. In addition, it shall be the obligation of the President to call a special meeting of the Members if so directed by resolution of a majority of a quorum of the Board or upon a petition signed by Members representing at least ten percent (10%) of the total Class "A" votes of the Association; if the President is unavailable for any reason, declines, refuses or otherwise fails to call such special meeting, it shall then be the obligation of the Secretary to call such meeting. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof.

E. Notice of Meetings

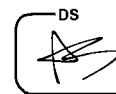
Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, fax or other electronic media, to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Such notice must contain a description of the topics or issues to be discussed. For an election or vote of Members not taken at a meeting, the Association shall give notice of the election or vote to all Members entitled to vote on any matter under consideration. The notice shall be given not later than the twentieth (20<sup>th</sup>) day before the latest date on which a ballot may be submitted to be counted.

Notice to a Member by email or facsimile must be sent to the email address or facsimile number provided to the Association in writing by that Member. If emailed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a confirmation that the email was successfully transmitted. If faxed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. For any given meeting, the Board may use any combination of the alternative methods for providing notice to the Members.

For the purpose of determining the Members entitled to notice of a meeting, the membership of the Association shall be determined on the date the notice of meeting is first given.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail first class postage pre-paid addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon prepaid. One notice, addressed to multiple Members at the same address, shall suffice to all Members living at the same address if more than one (1) Member resides at such address.



#### F. Waiver of Notice

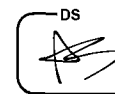
Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, either in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice in writing at the time the meeting is called to order. Further, casting a vote by any technological means authorized in these Bylaws, by a Member on any issue to be voted upon at the meeting shall be deemed a waiver by such Member of notice of the meeting. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised in writing before the business is put to a vote.

#### G. Adjournment of Meetings

If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer or a majority of the Members who are present at such meeting, in person [or by proxy], may adjourn the meeting to a time not less than five (5) nor more than sixty (60) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. All votes cast by Members prior to the originally called meeting by proxy, or by any technological means authorized in these Bylaws, on issues to be considered at the meeting shall be valid and may be counted at the reconvened meeting at which a quorum is present; provided that a Member who cast a vote on an issue by proxy or by any technological means authorized in these Bylaws may change that Member's vote at any time prior to the time that a call for a vote on the issue is made at the reconvened meeting at which a quorum is present. A Member may change his vote by attending the reconvened meeting in person, submitting a proxy at the reconvened meeting which either directs or authorizes the proxy holder to vote in a different manner, or changing the Member's vote by any technological means for voting authorized in these Bylaws. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

#### H. Voting

The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. Each Member may vote in person or by proxy appointed by instrument in writing and subscribed by the Member or by the duly authorized attorney of such Member. Facsimile proxies shall be valid. Electronic voting shall be valid pursuant to rules and regulations promulgated by the Board. At all meetings of Members, all questions, except those the manner of which is otherwise expressly governed by statute, the charter of the Association or by the Bylaws, shall be decided by the vote of a majority of the Members of the Association present in person or by proxy and entitled to vote, a quorum being present. All voting shall be via voice, except that, upon the determination of the presiding officer of any meeting or upon demand of a majority of Members present or their proxies, voting on any issues remaining on the agenda at any meeting shall be by ballot. Each ballot shall be



signed by the Member voting or by his proxy. At the option of the Board, any vote may be taken by mail ballot, or any combination of mail, proxy or in person. Mail ballots may be counted toward a quorum of Members present (as if in attendance at a meeting).

I. Approving Majority

As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number

J. Quorum

Except as otherwise provided in these By-Laws or in the Declaration, the presence in person of Owners representing ten percent (10%) of the total eligible votes in the Association shall constitute a quorum at all meetings of the Association.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment. In the event, however, a sufficient number of Members leave less than a quorum at such meeting, business may continue to be conducted provided that (i) at least five percent (5%) of the total votes of the Association remains present in person and/or by proxy; and, (ii) any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

K. Conduct of Meetings

The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and all transactions occurring at the meeting.

L. Action Without a Meeting

Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by Members holding the number of votes necessary to pass a proposition concerning the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

M. Proxies and Absentee Ballots

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, signed by such Member and filed with the Secretary before the appointed time of each meeting or by any earlier date or time specified in the notice of meeting. Every proxy shall be revocable and shall automatically cease upon (i) conveyance by the Member of the Member's interest in the property; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the date of the proxy. In the case of a Member's execution of more than one proxy, the proxy with the latest date shall be valid. Proxies not

delivered prior to the start of any meeting or by any earlier date or time, if specified in the notice of meeting, shall not be valid.

To the extent permitted by law, a Member may vote on any issue to be voted upon by the Members under these Bylaws by absentee ballot that is delivered or mailed to the Association or transmitted to the Association by facsimile or by electronic communication over the Internet or the Association network. To be valid, any vote cast by a Member by any of the alternative means must be received by the Association by the date and time specified in the notice of meeting or, if no date and time is specified in the notice of meeting, by midnight of the day before the date of the scheduled meeting. The mechanism for voting by electronic communication must provide a sufficient method of identifying the Member and verifying the Member's vote. Any requirement imposed by the Certificate of Formation or Bylaws or by applicable law for a signature on any such absentee ballot shall be satisfied by a digital signature otherwise meeting the requirements of such documents or applicable law.

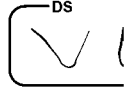
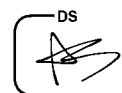
### **ARTICLE III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

#### **A. Composition and Selection**

##### **Section 1. Governing Body; Composition**

The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Notwithstanding anything to the contrary in these Bylaws or the Declaration, if the Board of Directors is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member was convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the Board of Directors is presented with the evidence, such board member is and shall be immediately ineligible to serve on the Board of Directors of the Association, and is automatically considered removed from the Board of Directors, and prohibited from future service on the Board of Directors. .

After Class "B" Membership ceases to exist, all directors must be Members. However, so long as Class "B" Membership exists, Board members are not required to be Members. In the case of a Member that is a corporation or partnership (or other legal entity), the person(s) designated in writing by either proxy or a resolution to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director(s). With the exception of Class B Members, if any one Lot is owned by multiple persons or entities (or in other words has multiple Members), only one owner shall be entitled to serve as a Director at a time and in no event shall multiple owners of the same Lot be entitled or allowed to simultaneously serve as Directors at any time. Further, no owner or Member and his or her spouse or cohabitant may serve on the Board at the same time. No co-owners of any Lots may serve on the Board at the same time.





## Section 2. Election of Directors

(a) During the existence of Class "B" Membership, directors shall be appointed pursuant to Article IV, Section (C)(2) of the Declaration, as incorporated herein by reference.

(b) Election of directors by the Class "A" Membership may be by any mail ballot, by a plurality vote of the Members in person or by proxy at a properly called meeting at which a quorum is present, or by any combination of the same.

Notwithstanding anything contained herein to the contrary, in an election of directors by Members other than Class "B" Members, in which election there are more candidates than vacant positions and where two or more candidates receive the same number of votes resulting in a tie, the winner of the election shall be chosen first, by a second vote of all Members present (including by proxy), and secondly, should such second vote result in a tie again, by lot (i.e., the names of the candidates who are running for a director position and have received the same number of votes shall be written on separate pieces of paper by the presiding officer of the meeting, the pieces of paper shall be folded by the presiding officer and placed in a container provided by the then-serving Board of Directors; the presiding officer shall ask for a volunteer Member from the audience of Owners to pick any one piece of paper from the container and the person whose name is picked shall be declared the winner of such election).

## Section 3. Right To Disapprove Actions

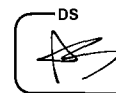
This Section 3 may not be amended without the express, written consent of the Class "B" Membership as long as the Class "B" Membership exists.

So long as the Class "B" Membership exists, the Class "B" Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board of Directors of a Board elected by the Members, or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address the Class "B" Member has registered with the Secretary of the Association, as it may change from time to time; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or the Association. The Class "B" Member, its representative or agents shall make its concerns, thoughts, and suggestions known to the members of the Board. The Class "B" Member shall have and is



hereby granted a right to disapprove any such action, policy, or program authorized by the Board of Directors and to be taken by the Board, the Association, or any individual Member of the Association, if Board, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. The Class "B" Member shall not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

**Section 4. Number of Directors**

The number of directors in the Association shall be not less than three (3) and not more than five (5), as provided in Section 6 below for the Board of Directors as elected by the Class A Members. The initial Board, as appointed by the Declarant, shall consist of three (3) members as identified in the Certificate of Formation; and none need be Members of the Association. Thereafter, a director must be a Member of the Association or a representative of a legal entity which is a Member of the Association.

**Section 5. Term of Office of Directors**

The term of office of each Director shall be for three (3) years from the date of their election or appointment, except as set forth below.

At the first annual meeting to occur following the sale of one hundred percent (100%) of the Lots, the Members shall elect two (2) directors for a term of three (3) years, and the two (2) directors for a term of two (2) years and one (1) director for a term of one year; thereafter at each annual meeting, the members shall elect directors for three-year terms. The two Members receiving the highest amount of votes shall serve the three (3) year terms, the two Members receiving the next highest amount of votes shall serve two (2) years, with the Member receiving the least amount of votes serving the one (1) year term initially.

**Section 6. Nomination of Directors**

Except for directors selected by the Class "B" Member, each Lot shall be permitted to appoint one person as a nominee to the Board of Directors being the Owner, or designated representative if the Townhouse is owned by a corporation or other business entity, as the Director.

**Section 7. Removal of Directors and Vacancies**

Any vacancy created during the term of a Board member may be filled by the remaining directors during an open meeting of the Members. A Board member appointed to fill a vacant position shall serve for the remainder of the unexpired term of the position.

Any director elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A director who was elected at large solely by the votes of Members other than the

Declarant may be removed from office prior to the expiration of his or her term only by the votes of a majority of Members other than the Declarant. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and the Board may appoint a successor.

Any director appointed by the Class "B" Member may only be removed by a vote of the Board.

B. Meetings

Section 1. Organizational Meetings

The first meeting of the Board following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 2. Regular Meetings

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated to the directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to the holding of the meeting.

Alternatively, the Board may schedule a regular meeting date, place and time and, after forwarding notice of the same, shall not have the obligation to give future notices until a change is made.

Section 3. Special Meetings

Special meetings of the Board shall be held when called by written notice issued at the request of the President or Secretary of the Board or by written resolution of a majority of a quorum of the Board. The notice shall specify the time and place of the meeting. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, facsimile or other such communication methods, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, or telephoned at least seventy-two (72) hours before the time set for the meeting.

Section 4. Waiver of Notice

The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting in writing before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors

At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation

No director shall receive any compensation from the Association for acting as such unless approved by Members representing seventy-five percent (75%) of the total Class "A" votes of the Association at a regular or special meeting of the Association; provided, however, that a director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 7. Conduct of Meetings

The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

Section 8. Open Meetings

Subject to the provisions of Section B(9) or (10) of this Article, all meetings of the Board may be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss or vote on matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 9. Action Without a Formal Meeting

Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if consent in writing, setting forth the

action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

**Section 10. Executive Session**

The Board may close a portion of its meetings for the purpose of discussing items which require confidentiality, matters involving the personal accounts of Lot Owners, matters currently in litigation and other matters that the Board, in its discretion, considers to be of a sensitive nature.

**C. Powers and Duties**

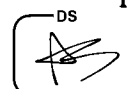
**Section 1. Powers**

The Board shall be responsible for the affairs of the Association and shall have all of the powers necessary for the administration of the Association's affairs.

The Board may delegate to one (1) or more of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board.

In addition to the duties imposed by these Bylaws, Texas law or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to establish policies relating to, and for performing or causing to be performed, the following, in way of explanation, but not limitation:

- (a) preparing and adopting of annual budgets;
- (b) making assessments, establishing the means and methods of collecting such assessments, and establishing the payment schedule for Special Assessments;
- (c) collecting the assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- (d) providing for the operation, care, upkeep and maintenance of all Common Areas, including entering into a contract to provide for such operation, care, upkeep and maintenance;
- (e) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- (f) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its Property and the Common Areas and, where appropriate, providing for the compensation of such



personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(g) making and amending rules and regulations, adopting Board policies and promulgating, implementing and collecting fines for violations of the rules and regulations;

(h) opening of bank accounts on behalf of the Association and designating the signatories required;

(i) enforcing by legal means the provisions of the Declaration, including the provisions concerning architectural control, these Bylaws, and the rules and regulations adopted by the Association and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities with policy limits, coverage and deductibles as deemed reasonable by the Board and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) maintaining a membership register reflecting, in alphabetical order, the names, property addresses and mailing addresses of all Members;

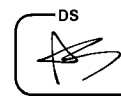
(n) making available upon request to any prospective purchaser, any Owner, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any property, for any proper purpose during normal business hours by advance appointment, copies of the Declaration, the Certificate of Formation, the Bylaws, rules governing such property and all other books, records, and financial statements of the Association for a reasonable charge; and making copies thereof available for a reasonable charge; and

(o) permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property.

## Section 2. Management

The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws, other than the powers set forth in subparagraphs (b), (f), (g), and (i) of Section C(1) of this Article.

## Section 3. Accounts and Reports



The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual or cash accounting, as defined by generally accepted accounting principles, shall be employed.

(b) Accounting and controls should conform to generally accepted accounting principles.

(c) Cash accounts of the Association shall not be commingled with any other accounts.

(d) No remuneration without full disclosure and prior agreement of the Board, or as contained in a written management contract, shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association.

(e) Any financial or other interest that any director, or the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

(f) Commencing at the end of the month in which the first Lot is sold and closed, financial reports may be prepared for the Association monthly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual or cash basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments that remain delinquent.

(g) An annual report consisting of at least the following shall be made available at the annual meeting of Members to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above may be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant.

#### Section 4. Borrowing



The Board shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Areas or for any other proper purpose without the approval of the Members of the Association.

**Section 5. Rights of the Association**

With respect to the Common Areas and in accordance with the Certificate of Formation and the Declaration, the Board shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Board to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other neighborhood owner or resident associations, both within and without the Property. Such agreements shall require the consent of a majority of the total number of directors of the Board.

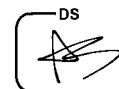
The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during the existence of Class "B" Membership unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause.

**Section 6. Enforcement**

After notice and an opportunity to be heard, if same is required by law, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Areas for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted by the Board; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Lot. In addition, the Board shall be entitled to suspend any services provided by the Association to a Lot in the event that the Owners of such Lot is more than thirty (30) days delinquent in paying any assessment due to the Association. In the event that an occupant, guest or invitee of a Lot Owner violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant and/or Owner; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

As provided in the Declaration, each Owner is obligated to pay to the Association certain charges and Assessments, including such charges and Assessments as may be included, from time to time, by amendment to the Declaration. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, such charges and Assessments, as well as interest as specified in the Declaration, shall be assessed against the Owner and the Lot, and shall become part of the Assessments due on the Lot. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Declaration shall be assessed against the Owner and the Lot, and shall become part of the Assessments due on the Lot. Such costs, expenses, and fees include, but are not limited to:

- (a) actual expenses, including attorney fees and court costs;





(b) a Late Processing Fee may be set annually by the Board, which may be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;

(c) a Dishonored-Check Processing Fee, set by the Board, which may be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;

(d) a Partial Payment Processing Fee, set by the Board, which may be assessed if any payment for less than the full amount due at the time payment is made, to offset the additional processing costs incurred;

(e) a Transfer Fee which may be assessed for the transfer of ownership of any Lot, including by foreclosure, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the Assessments and other charges due on the Lot, (2) tracking, researching, and determining or attempting to determine ownership, (3) updating the books and records of the Association to reflect the transfer, and (4) preparing and mailing introductory information regarding the subdivision, the Association, and/or the covenants, conditions, restrictions, rules, and regulations applicable to the new Owner; and

(f) a Refinance Fee which may be assessed for the refinance of any Lot, to offset the administrative costs and expenses associated with quoting the status of the Assessments and other charges due on the Lot and updating the books and records of the Association.

(g) a reasonable fee to assemble, copy, deliver and update a Resale Certificate.

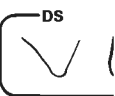
Any such Assessment or charge that is not paid when due shall be delinquent.

Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations and perform exterior maintenance) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, fines, costs to repair, including reasonable attorneys' fees actually incurred.

#### **ARTICLE IV. OFFICERS**

##### **A. Officers**

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers,



as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board . Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

**B. Election, Term of Office, Compensation and Vacancies**

The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term. No officer shall receive any compensation from the Association.

**C. Removal**

Any officer may be removed from office, but not as a director of the Board, with or without cause, by a majority vote of the Board whenever in its judgment the best interests of the Association will be served thereby.

**D. Powers and Duties**

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

**E. Resignation**

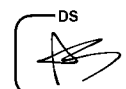
Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**F. Agreements, Contracts, Deeds, Leases, Checks, Etc.**

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or such other person or persons as may be designated by resolution of the Board.

## **ARTICLE V. COMMITTEES**

The Board is hereby authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board designating the committee and in accordance with such rules as are adopted by the Board. All committees of the Board shall be vested with advisory powers only and are not authorized to act on behalf of the Board.



## ARTICLE VI. MISCELLANEOUS

### A. Fiscal Year

The fiscal year of the Association shall be January 1st to December 31st of each year.

### B. Parliamentary Rules

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) may, but are not required to, govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Declaration, or these Bylaws.

### C. Conflicts

If there are conflicts between the provisions of Texas law, the Certificate of Formation, the Declaration, these Bylaws, and/or any rules and regulations promulgated, then the provisions of Texas law (highest), the Declaration, the Certificate of Formation, these Bylaws and the rules and regulations (lowest)(in that order) shall prevail.

### D. Books and Records

#### Section 1. Inspection by Members and Mortgagees

The Declaration, Bylaws, and Certificate of Formation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a proper purpose during normal business hours at the office of the Association or at such other place within the Property as the Board shall prescribe, by appointment.

#### Section 2. Rules for Inspection

The Board may establish reasonable rules with respect to:

- (i) notice to be given to the custodian of records;
- (ii) hours and days of the week when such an inspection may be made by appointment for a proper purpose; and
- (iii) payment of the cost of reproducing copies of documents requested.

#### Section 3. Inspection by Directors

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical Property owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

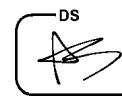
E. Notices

Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first-class postage pre-paid:

(a) if to a Member at the address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, to the Board, or to the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

(c) THE ASSOCIATION, ITS BOARD OF DIRECTORS AND OFFICERS, ITS MANAGER, EMPLOYEES, AGENTS AND/OR ITS ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION AND RELATED PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. OWNERS AND TENANTS ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE HOMES BEING BUILT, GUESTS AND INVITEES OF ANY OWNER OR RESIDENT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNER AND TENANT, ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE HOME BEING LEASED, GUESTS AND INVITEES OF A OWNER OR TENANT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH OWNER, TENANT AND OCCUPANT OF ANY HOME ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES THE RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR TENANT ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS



## RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY

### F. Amendment

These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of an Approving Majority of the Board of Directors and the consent of the Class "B" Members, so long as such membership exists, or by seventy-five percent (75%) of the combined Class "A" and Class "B" votes of the Association present, in person or by proxy, at any regular or special meeting. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

### G. Indemnity

To the fullest extent permitted by applicable law, the Association shall and does hereby agree to indemnify, protect, hold harmless and defend its officers, directors, and committee members, hereinafter referred to as "Indemnitees" from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees (collectively, "Liabilities"), of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of any of the Indemnitees; provided, however, that the Association shall not indemnify the Indemnitees for any Liabilities arising as a result of the gross negligence or willful misconduct of Indemnitees. **THE OBLIGATIONS OF THE ASSOCIATION UNDER THIS SECTION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY INDEMNITEE AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.**

The Indemnitees shall promptly advise the Association in writing of any action, administrative or legal proceeding or investigation as to which indemnification may apply, and Association, at Association's expense, shall assume on behalf of Indemnitees and conduct with due diligence and in good faith the defense thereof with competent trial counsel, provided, however, that Indemnitees shall have the right, at their own option, to be represented therein by advisory counsel of their own selection and at their own expense.

In the event of the failure by Association to fully perform its obligations in accordance with this Section, Indemnitees, at their option, and without relieving the Association of its obligations hereunder, may so perform, but all costs and expenses so incurred by Indemnitees in that event shall be reimbursed by the Association to Indemnitees, together with interest, on the same from the date any such expense was paid by Indemnitees until reimbursed by the Association, at the highest lawful rate of interest allowed under applicable usury laws of the

State of Texas (or if no maximum rate is applicable, at the rate of eighteen percent (18%) per annum). The indemnification shall not be limited to damages, compensation or benefits payable under insurance policies. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section, such legal limitations are made a part of indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

H. Business Judgment Rule

Any act or thing done by any Director, Officer, or Committee Member taken in furtherance of the purposes of the Association, and accomplished in conformity with the procedures set forth in the Declaration, Certificate of Formation, the laws of the State of Texas, and/or these Bylaws, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done shall not be a breach of duty on the part of the Director, Officer, or Committee Member if they have been done within the exercise of their discretion and judgment.

The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, Officer or Committee Member. A court shall not re-examine the quality of the decisions made by the Director, Officer, or Committee Member by determining the reasonableness of the decision as long as the decision is made in good faith in what the Director, Officer, or Committee Member believes to be the best interest of the corporation.

I. Owner Conflict

If an Owner is involved in litigation with the Association solely regarding the amount of delinquent assessments, that Owner may not participate in any Association meeting or activity.

J. Dissolution/Winding Up Termination

The corporation may be wound-up/dissolved pursuant to the Texas Business Organizations Code, or its successor statute. If the corporation is wound-up or dissolved, the assets shall be dedicated to a public body or conveyed to a non-profit corporation with similar purposes.

APPROVED BY:

  
\_\_\_\_\_  
DAVID NEEL, DIRECTOR  
REATA CREEK OWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
CANNON NEEL, DIRECTOR  
REATA CREEK OWNERS ASSOCIATION, INC.



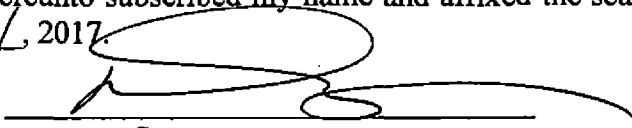
**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Reata Creek Owners Association, Inc., a Texas non-profit corporation;

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors where a quorum was present held on the 30 day of April, 2017.

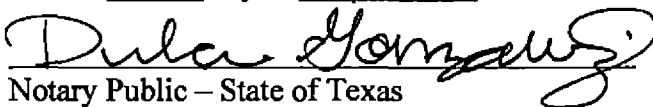
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this the 30 day of April, 2017.

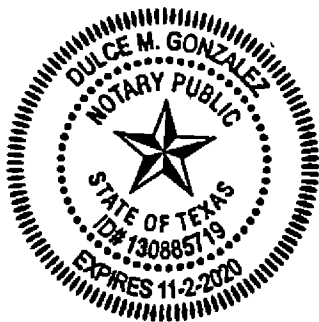
  
\_\_\_\_\_, Secretary

STATE OF TEXAS                    §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, on this day personally appeared David Neal, the Secretary of the Reata Creek Owners Association, Inc., known by 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 and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 30 day of April, 2017.

  
Notary Public – State of Texas



## FILED AND RECORDED

**Instrument Number: 1803646**

Filing and Recording Date: 05/10/2018 04:49:32 PM Pages: 24 Recording Fee: \$104.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Donna Sheridan, Deputy

Returned To:  
HERITAGE RANCH



1902832

04/10/2019 09:08:01 AM Total Pages: 22 Fees: \$96.00

Debbie Hollan, County Clerk - Waller County, TX

**NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."**

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WALLER** §

**DECLARATION  
OF  
COVENANTS, CONDITIONS  
RESERVATIONS AND RESTRICTIONS  
OF  
REATA CREEK SUBDIVISION**

---

**WHEREAS, HERITAGE RANCH, INC., is the owner of all that certain tract of land in WALLER County, Texas, which has been heretofore platted, subdivided and designated as REATA CREEK SUBDIVISION according to the map or plat thereof filed of record under Instrument Number 1701347 Official Public records of the County Clerk of WALLER County, Texas;**

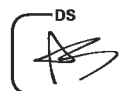
**WHEREAS, HERITAGE RANCH, INC on October 19, 2017 filed a Declaration of Covenants, Conditions, Reservations and Restrictions on the subject property, filed for record under Instrument Number 1707894 Official Public Record of the County Clerk of Waller County;**

**WHEREAS, HERITAGE RANCH, INC on May 10, 2018 filed a Declaration of Covenants, Conditions, Reservations and Restrictions on the subject property, filed for record under Instrument Number 1803645 Official Public Record of the County Clerk of Waller County;**

**WHEREAS, HERITAGE RANCH, INC, the owners of one-hundred percent (100%) of the Lots in Reata Creek Subdivision, hereby vacate the Declaration of Covenants, Conditions, Reservations, and Restrictions filed under Instrument Numbers 1707894 and 1803645 respectively, and hereby replace said Declarations of Covenants, Conditions, Reservations and Restrictions in their entirety with this Declaration of Covenants, Conditions, Reservations and Restrictions;**

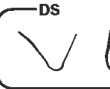
**WHEREAS, HERITAGE RANCH, INC desires to create and provide for the development improvement and maintenance of REATA CREEK SUBDIVISION, for the mutual benefit and pleasure of the present and future property owners in such subdivision, and to protect the property values within such subdivision by imposing upon and against all of the designated lots therein the covenants, reservations and other provisions hereinafter set forth; and**

**NOW THEREFORE, HERITAGE RANCH, INC does hereby make, adopt and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, each of which shall be applicable to REATA CREEK SUBDIVISION which comprises all of the designated lots in REATA CREEK SUBDIVISION therein according to the map or plat thereof filed in record at the office of the County Clerk of WALLER County, Texas.**



**ARTICLE I.**  
**DEFINITIONS**

1. The following terms when used herein shall have the following meanings:
  - A. **"HERITAGE RANCH, INC"** shall mean **HERITAGE RANCH**, its successors and assigns.
  - B. **"REATA CREEK"** shall mean the **REATA CREEK SUBDIVISION**.
  - C. **"SUBDIVISION"** shall mean **REATA CREEK SUBDIVISION**, which consists of all of the designated Lot Numbers 1-36, Block 1, Reata Creek Subdivision, according to the map or plat thereof filed of record under Instrument Number 1701347, Official Public records of the County Clerk of WALLER County Texas.
  - D. **"RECORDING DATE"** shall mean the date upon which this document is filed of record with the County Clerk of WALLER County, Texas.
  - E. **"Declaration"** shall mean and refer to the Declaration of Covenants, Conditions, Reservations and Restrictions
  - F. **"LOT"** or **"PARCEL"** shall mean those plots of land shown on the map or plat of the SUBDIVISION filed of record with the Clerk of WALLER County, Texas, with the exception of those plots of land designated as Reserve Tracts, and reservations hereinafter made.
  - G. **"OWNER"** shall mean and refer to the record OWNER, whether one (1) or more PERSON(S) or entities of the fee simple title to any LOT in the SUBDIVISION, or any part or interest therein. OWNER shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term OWNER shall further include any PERSON or entity claiming title to any LOT or portion thereof by adverse possession; any PERSON or entity leasing, renting or otherwise occupying any LOT or part thereof; and/or any PERSON or entity claiming interest in a LOT or part thereof under a contract of sale.
  - H. **"COUNTY"** shall mean and/or refer to WALLER County, Texas.
  - I. **"COMMITTEE"** shall mean and/or refer to the Architectural Control Committee established under the provisions of this document, its successors and assigns.
  - J. **"ASSOCIATION"** shall mean and refer to REATA CREEK HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, provided for in this document, its successors and assigns.
  - K. **"Guidelines"** shall mean and/or refer to the Reata Creek Custom Residential Builder Design Guidelines.
  - L. **"COMMON AREAS"** shall mean all real property owned by the ASSOCIATION for the common use and enjoyment of OWNERS.



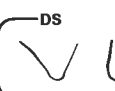
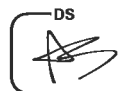
- M. "IMPROVEMENT" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, walls, tanks, reservoirs, pipes, meters, antennae towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, T.V. antennas, and/or other utilities.
- N. "PERSON(S)" shall refer to any natural person, individual(s), and/or any other entity unless the context indicates otherwise having the legal right to hold title to real property.
- O. "PLANS" and "SPECIFICATIONS" shall mean any and all documents designated to guide or control the construction or erection of any IMPROVEMENT, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all buildings products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such IMPROVEMENT.
- P. References to the singular shall include the plural, and the plural shall include the singular.
- Q. Terms utilizing bold, capital letters are used as defined terms. Terms utilizing regular, upper, and lower-class casing are used generically unless otherwise indicated.

## **ARTICLE II.**

### **RESERVATIONS**

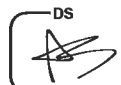
1. In so authenticating said map or plat for record and in so dedicating the use of the streets (whether such thoroughfares are referred to as drives, avenues, roads, lanes, ways, parkway, boulevards, or streets) as shown thereon to the public for ordinary roadway purposes only, there was reserved and there is hereby expressly reserved in **HERITAGE RANCH** the following rights, titles, and easements (hereinafter collectively called "Reservations"). Reservations used herein shall be referred to as a part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance executed or to be executed by or on behalf of **HERITAGE RANCH** conveying any property in the SUBDIVISION or any part thereof:

- A. The legal and fee simple title in and to each and all of said streets as shown on said map or plat is hereby reserved in **HERITAGE RANCH** subject to the limited dedication of the use of streets, not marked as private by the letters "Pvt.," to the public for ordinary roadway purposes only.
- B. **HERITAGE RANCH** reserves for itself, its successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm pipes, gas pipes, mains and conductors and all appurtenances thereto relevant to the operation of waterworks, sanitary sewer, storm sewer and/or drainage systems as it may from time to time desire, in, along, under, over, across and through all of the streets, both public and private, in the SUBDIVISION. Such pipes, mains and conductors, lines, wires, conduits and appurtenances shall be buried to such



reasonable depths as will not interfere with the use of the streets for ordinary roadway purposes.

- C. **HERITAGE RANCH** reserves for itself, its successors and assigns, title in and to all water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, all appurtenances thereto; and all electric distribution, communication lines, wires, conduits and all appurtenances thereto constructed by **HERITAGE RANCH** or its agents in all of said streets in the SUBDIVISION, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains and conductors, lines, wires, conduits and appurtenances thereto, as it or they may from time to time desire.
- D. **HERITAGE RANCH** reserves for itself, its successors and assigns, a perpetual utility easement in, along, under, over, across, and through a ten (10) foot strip around the entire perimeter of each PARCEL in the SUBDIVISION. The ten (10) foot strip shall be measured from the property line of each PARCEL inward. With respect to such easement, **HERITAGE RANCH** shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, and all appurtenances thereto; electric distribution and communication lines, fiber optic lines, wires, conduits, guy wires, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The utility easements hereby reserved are easements ten feet (10') wide at and below normal ground level, extending upward to plane one-hundred twenty feet (120') above the ground, and from said plane and easements twenty feet (20') in width, extending five feet (5') in width adjacent to and on both sides of the utility easements on each PARCEL. **HERITAGE RANCH** further reserves the exclusive right to grant franchises and easements to other utility OWNERS to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines, as described above, in such utility easements. These utility easements are not dedicated to the public in any manner.
- E. **HERITAGE RANCH** further reserves for itself, its successors and assigns, a perpetual drainage easement that shall be coextensive with the above described ten-foot (10') utility easements.
- F. **HERITAGE RANCH** further reserves for itself, its successors and assigns, a perpetual electrical utility easement located along all streets, both public and private, in the SUBDIVISION. Said electrical easement shall be ten feet (10') wide at ground level, extend upward to plane one-hundred twenty feet (120') above the ground and from said plane, and upward the easement is twenty feet (20') wide.
- G. **HERITAGE RANCH** reserves for itself, its successors and assigns the right to make minor changes in and additions to the utility easements hereinabove described for the purposes of more efficiently and economically installing the IMPROVEMENTS.
- H. The conveyance by **HERITAGE RANCH** of any PARCEL in the SUBDIVISION by contract, deed or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains and/or any other utilities or



appurtenances thereto constructed by its agents, in, along, under, through, over across, or upon such easements, property, or any part thereof, of any other section of **HERITAGE RANCH**. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities and appurtenances is expressly reserved in **HERITAGE RANCH**.

2. The foregoing Reservations of rights and easements shall not obligate **HERITAGE RANCH** to exercise any of such reserved rights and easements.

3. The invalidity, abandonment or waiver of any one or more of the foregoing Reservations, any sentence, clause, and/or part thereof shall not affect the remaining Reservations, sentences, clauses and/or parts thereof, which shall remain in full force and effect.

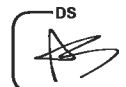
### **ARTICLE III. RESTRICTIONS**

For the purpose of creating and carrying out a uniform plan for the parceling and sale of **REATA CREEK** as a district set aside for residential homes and certain other uses accessory thereto. The following restrictions, including without limitation restrictions, covenants, declarations, easements, limitation, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy and conveyance of all the **PARCELS** in **REATA CREEK**. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the **SUBDIVISION** shall be conclusively deemed to have been executed, delivered and accepted subject to the following *Restrictions*, even if the *Restrictions* are not set out in full and are not incorporated by reference in such contracts of sale, deed, lease, or other transfer of interest in any such **PARCEL**.

*The provisions of this Declaration are broad and sweeping and an extremely wide range of activities are regulated hereby. Owners are advised to review this Declaration and the Guidelines carefully to ensure that they comply with all of the requirements before commencing any work or engaging in any activity on or in connection with their LOT or IMPROVEMENT to ensure they comply with all of the provisions set forth herein and in the Guidelines. To the extent that WALLER County ordinances, building code or regulations, or this Declaration require a more restrictive standard than the standards set forth in the Guidelines, the local government standards shall prevail. To the extent that any local government standards or this Declaration are less restrictive than the standards set forth in the Guidelines, the Guidelines shall prevail. Work commenced, performed, or completed without prior approval as required herein, in the Guidelines, or otherwise in violation of the terms of this Declaration, the Guidelines, or applicable law may subject the OWNER of the LOT to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the LOT and/or IMPROVEMENT be restored to its original condition.*

#### 1. **Architectural Control Committee Approval Required**

No buildings, hardscape, additions, modifications or **IMPROVEMENTS** may be erected, placed or performed on any **LOT** until the construction plans and specifications including, but not limited to, the site plan, design development plan, exterior plan and landscaping plan have been submitted both in electronic and hard-copy format and approved in writing by the **COMMITTEE** as hereinafter provided. The **COMMITTEE** is hereby vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a



request, if the OWNER requesting same is not a Member in Good Standing. Builders may submit their design plans as master design plans, which plans must include all specifications, including specifications as to all materials and colors that may be used when building each design. The COMMITTEE has the right to require additions, changes, and/or landscape to IMPROVEMENTS. The COMMITTEE or the BOARD may, at their sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the BOARD, experienced or qualified to review same, who may then render an opinion to the COMMITTEE or BOARD. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the IMPROVEMENT or the ultimate construction thereof. In the event the COMMITTEE fails to respond or approve such plans and specifications within thirty (30) days after the receipt thereof, such plans shall automatically be deemed as Disapproved.

The BOARD and/or the COMMITTEE shall have the authority hereunder to require any OWNER or OWNER's agents or contractors to cease and desist in constructing or altering any Improvements on any LOT, where such actions have not first been reviewed and approved, constitute a violation of the Declaration, the Guidelines or any other documents promulgated by the BOARD and/or the COMMITTEE. The violating OWNER shall remove such violating IMPROVEMENTS or sitework at its sole expense and without delay, returning same to its original condition or bringing the LOT and/or IMPROVEMENT into compliance with the Declaration, COMMITTEE documents and any plans and specifications approved by the COMMITTEE for construction on that LOT. If an OWNER proceeds with construction that is not approved by the COMMITTEE, or that is a variance of the approved plans, the ASSOCIATION may assess fines as provided for herein, and may continue to assess such fines until COMMITTEE approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each OWNER acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the IMPROVEMENTS involved; however, the COMMITTEE may refuse to approve similar proposals in the future.

Written notice may be delivered to the OWNER, or any agent or contractor with apparent authority to accept same, and such notice shall be binding on OWNER as if actually delivered to OWNER.

The COMMITTEE or its agents or assigns shall have the right, but not the obligation, to enter any LOT or Home site to determine if violations of this Declaration, the Guidelines, or any other documents promulgated by the COMMITTEE exist. In so doing, the COMMITTEE shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the ASSOCIATION or its agent be liable for any accounting or other claim for such action.

The COMMITTEE shall have the right to set reasonable time constraints for both the commencement and completion of construction. . Notwithstanding, all construction shall be completed within eighteen (18) months of commencement. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved. Plan approval shall be effective for twelve (12) months after issued by the COMMITTEE. If no construction has been commenced within the twelve (12)



month period after COMMITTEE approval, the plan approval shall expire, and plans must be re-submitted prior to commencement of construction.

The COMMITTEE has the right to charge a review fee, to be established by the BOARD, for review of any plans or specifications submitted for approval to the COMMITTEE.

The COMMITTEE has the right to amend the Guidelines from time to time as it sees fit, in order to continue to provide for the development improvement of the **REATA CREEK SUBDIVISION**, for the mutual benefit and pleasure of the present and future property owners in such subdivision, and to protect the property values.

2. **Single Family:** Except as otherwise herein provided, each PARCEL in REATA CREEK shall be used only for non-commercial single-family residential purposes. The term "Single-Family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants. No Dwelling may be occupied by more than one (1) single family. By way of illustration, the following are examples of an approved single family.

**EXAMPLE NO. 1: Owners are Husband and Wife**

Approved residents are:

- a) children of husband and/or wife;
- b) no more than a total of two (2) parents of the husband or wife;
- c) one (1) unrelated person; and
- d) one (1) household employee

**EXAMPLE NO. 2: Owners are Domestic Partner One and Domestic Partner Two**

Approved residents are:

- a) children of either or both domestic partners;
- b) no more than a total of two (2) parents of the domestic partners;
- c) one (1) unrelated person; and
- d) one (1) household employee

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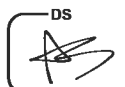
**EXAMPLE NO. 3: Owners are Roommate One and Roommate Two**

Approved residents are:

- a) children of either or both roommates;
- b) no more than a total of two (2) parents of the roommates;
- c) one (1) unrelated person; and
- d) one (1) household employee

**Rental or lease of a residence to a single family is permitted. Rental or lease of rooms to multiple tenants is prohibited.**

No building, outbuilding or portion thereof shall be constructed for income property, such that occupants would occupy less than the entire LOT and/or home site. Only single-family residential dwellings and appurtenances ordinary to residential living shall be permitted. To this end, without limitation, the following structures may not be built on any PARCEL in the Residential portion of REATA CREEK: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments for Lease to the general public, mobile homes, hotels, or any retail, wholesale, or other business or commercial establishment of any kind or nature.



3. **BUILDING AND CONSTRUCTION RESTRICTIONS**

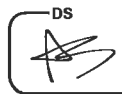
- A. No residence shall be constructed on any PARCEL that has an under roof living area, excluding porches, garages, patios and the like of less than two-thousand eight-hundred (2,800) square feet for One (1) story homes, and less than three-thousand two-hundred (3,200) square feet for Two (2) story homes;
- B. No IMPROVEMENT greater than thirty-two feet (32') in height may be constructed on any LOT without the prior written approval of the COMMITTEE. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed IMPROVEMENT to the ridge line of the roof of the proposed IMPROVEMENT;
- C. All single-family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of at least fifty percent (50%) masonry or other material specifically approved in writing by the COMMITTEE. Masonry includes ceramic tile, brick, rock, stucco, Fiber-Cement siding and all other materials commonly referred to in the HEMPSTEAD, Texas area as masonry. The use of prefabricated materials, including antique homes moved from other locations, shall not be allowed; ability to approve.
- D. All dwellings must include at least a two (2) car garage;
- E. The surface of all roofs of principal and secondary structures shall be shakes, tile, quality composition shingle, or approved metal roof as required in the Guidelines. The COMMITTEE shall have authority to approve other roof treatments and materials if the form utilized will not be a detriment to the quality of the neighborhood;
- F. In the event an OWNER desires to use solar panels or other solar equipment in connection with the use of any LOT, the location and installation design thereof shall be submitted to the COMMITTEE and approval of such design, including the aesthetics thereof, shall be required before construction may begin;
- G. All driveways shall be constructed of concrete or asphalt. All concrete driveways must have expansion joints, three feet (3') on either side of the culvert in order to allow for an easier removal of the culvert by WALLER County in the event it needs to be replaced in the future. If the County has any requirements regarding the construction of driveways, Owner shall comply with all County Regulations. No gravel rock, limestone, dirt, or other forms of materials shall be permitted without COMMITTEE approval. All driveways must connect to streets within the SUBDIVISION.
- H. The COMMITTEE shall have the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, water, oil or Liquid Petroleum Gas "LPG" and including swimming pool filter tanks. All tanks shall be screened so as not to be visible from any other portion of the Property;
- I. The COMMITTEE shall have the right to require an OWNER to mitigate noise from external devices such as pool filters, septic circulators and air conditioning units.





- J. Only one (1) single-family dwelling and appurtenances thereto, such as garages and barns, may be placed or constructed on each of the PARCELS as platted as of the RECORDING DATE. No tent, shack or other temporary building, IMPROVEMENT or structure shall be placed upon the Property without the prior written approval of the COMMITTEE; provided however, that the COMMITTEE may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, buildings and foremen on the Property during any period of actual construction, which authorization, if given, shall include the nature, size, duration and location of such structure or structures;
- K. All permanent out buildings, barns, garages, or other structures must comply with the aesthetic rules that apply to the main building, including construction materials, percentage of masonry, etc., or as required in the Guidelines. Prior written approval of the COMMITTEE is required before any such building can be erected or placed on a LOT
- L. No eighteen (18)-wheel tractor-trailer trucks shall be allowed to park in the SUBDIVISION or on any Lot.
- M. No building or structure, except fences, shall be located on any PARCEL nearer to the front property line than fifty feet (50'), or nearer to the interior side property line than fifteen feet (15'), or no nearer to the corner side property line than thirty-five feet (35'), or nearer to the back-property line than twenty-five feet (25'); unless approved by the COMMITTEE for an irregular shaped lot.
- N. Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of eighteen inches (18") diameter pipe culvert or such larger diameter as the COMMITTEE shall require. Additionally, the pipe shall have a 6 to 1 slope as extended beginning at the exposed portion of the pipe to the end thereof.
- O. No building materials of any kind or character shall be placed or stored on any PARCEL more than thirty (30) days prior to construction of a building or IMPROVEMENTS are commenced. All materials shall be placed within the building lines as established above. At the completion of the building or IMPROVEMENT excess or scrap material must be immediately removed from the premises;
- P. No stumps, trees, underbrush, refuge of any kind, and/or scrap material from IMPROVEMENTS being erected on any PARCEL shall be placed on any other PARCEL, or on streets or easements;
- Q. Exposed openings resulting from any excavation made of any PARCEL shall be back filled and the disturbed ground shall be leveled and reseeded with fiber mulch, blanket seeding, or sodding. No change of elevation on any PARCEL greater than five feet (5') shall be made without prior approval of the COMMITTEE;
- R. Each LOT OWNER must install and maintain, at the OWNER'S expense, his own private septic system, in accordance with County specifications. The OWNER shall be responsible for obtaining all necessary permits, tests and maintaining the septic system as required by all governmental regulations. The installation of septic systems is subject to prior written approval of the COMMITTEE.

- S. **MAILBOXES.** The United States Postal System requires cluster box mailboxes, and as such individual mailboxes shall not be permitted on any lots.
- T. **LANDSCAPE DESIGN.** All landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant election and site design. All landscaping designs shall install live, growing sod covering the front, side and/or backyards per Guideline requirements, within thirty (30) days of occupancy of any residence constructed on a LOT, and shall maintain it in a healthy and growing condition. All front and corner side yards visible within public view must be irrigated with automatic sprinkler systems, and have landscaping per Guideline requirements. Areas outside the front and corner side yards may be maintained as a pasture or natural areas so long as said pasture or natural area is maintained in an attractive manner. At all times after improvements are constructed on any LOT, the OWNER of such LOT shall keep and maintain at least two (2) living trees with calipers of three inches (3") in the front yard of the LOT. No live trees with a caliper of six inches (6") or greater located within the zone between property line and five feet (5') of the foundation shall be removed from a LOT without the approval of the COMMITTEE. Caliper measured twelve inches (12") above ground level, per Guideline requirements. Notwithstanding the foregoing the COMMITTEE may approve any deviation or variance from these requirements of this section.
- U. The COMMITTEE may approve or disapprove, for any reason or no reason, at its sole discretion any item A-U above.
4. **GENERAL RESTRICTIONS**
- A. No noxious or offensive trade or activity shall be carried on upon any PARCEL nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No portion of the SUBDIVISION shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the SUBDIVISION that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the OWNERS of surrounding LOTS and users of the COMMON AREAS. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the BOARD. The BOARD may adopt rules or policies to further define what constitutes a nuisance, as warranted.
- B. No trade, business or commercial activity of any kind shall be conducted on any LOT within that portion of REATA CREEK affected by this Declaration, except such use within a dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation to the



dwelling or home site by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the BOARD. The uses set out in this Section 1 (a) through (d) shall be referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use shall be deemed to be a Deed Restriction Violation. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility are expressly prohibited.

- C. No animals, livestock, or poultry of any kind shall be raised, bred, and/or kept on any LOT within the SUBDIVISION for commercial purposes. Each PARCEL shall be allowed one (1) animal unit (au) every one (1) acre or fraction of an acre. One (1) animal unit (au) is defined as:

1 cow	=	1 au
1 horse	=	1 au
1 dog or cat	=	½ au (Maximum 4 dogs or cats)

There will be no swine, sheep or poultry allowed on any parcel within the SUBDIVISION except approved 4-H or similar youth projects. There will be no wild, exotic or naturally undomesticated animals allowed to be caged or otherwise kept on any PARCEL within the SUBDIVISION. No animals including dogs and cats will be allowed to roam free in the SUBDIVISION. In the event any animal creates a nuisance to the SUBDIVISION in the sole and exclusive opinion of the COMMITTEE, such animal will be removed from the SUBDIVISION. HERITAGE RANCH or members of the COMMITTEE shall have the right to enter and remove any such animal which is placed on any PARCEL in violation of this Section, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

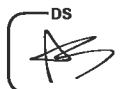
- D. No sign(s), except sign(s) advertising property for sale (not exceeding six (6) square feet in size), advertisement billboard, and/or advertising structure of any kind may be erected or maintained on any PARCEL without the consent in writing of the COMMITTEE. Members of the COMMITTEE shall have the right to enter and remove any such signs, advertisement, billboard, and/or structure that is placed on any PARCEL without said consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith or arising from such removal. Security Signs/Stickers provided to an OWNER by a commercial security or alarm company providing service to the dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one (1) sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for a "Child Find" program or a similar program sponsored by a local police and/or local fire department.
- E. No part of the SUBDIVISION shall be used or maintained as dumping grounds for rubbish, trash, or garbage. Equipment for the storage or disposal of such material(s) shall be kept in a clean and sanitary condition. No trailer(s); recreational vehicle(s);

tent(s); boat(s); and/or stripped down, wrecked, junked, or otherwise wholly inoperable vehicle shall be kept, parked, stored, and/or maintained on any portion of the driveway and/or front yard in front of the building line of the permanent structure. Same shall be kept, parked, stored, or maintained on other portions of a LOT only within an enclosed structure, a screened area, or area determined by the COMMITTEE. At no time shall the same be placed in an area which prevents the view thereof from adjacent LOTS or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street;

- F. OWNERS shall not permit the accumulation of trash, rubbish, weeds, or other unsightly objects on their PARCELS or on the easements or on the alley or the streets abutting the same. During any construction project, all debris, materials or garbage must be secured in enclosures, dumpsters or other containers and are regularly disposed of to prevent the materials from being blown by wind, rain or otherwise becoming unsightly. Each OWNER shall be responsible for proper disposition of his/her trash or garbage. OWNERS shall keep the drainage easements free of obstructions. Each LOT must be maintained in an aesthetically pleasing fashion and mowed such that grass does not exceed ten inches (10") in height. If a LOT is not in compliance with this regulation, the ASSOCIATION, subject to notice and an opportunity to be heard as may be required by law, may mow the premises and/or remove any trash, rubbish or debris and bill the LOT OWNER for the cost thereof. Said bill will be deemed an additional Assessments and failure to pay such bill shall be governed by Article VI Paragraph 2 and Article IX.
- G. After commencement of construction of any structure or IMPROVEMENT, the work thereon shall be diligently prosecuted to the end and the structure or IMPROVEMENT shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof;
- H. All construction projects shall be completed within eighteen (18) months of the setting of the forms for the foundation. After such time, all tractors, trailer, and offices must be immediately removed.
- I. LANDSCAPING: MAINTENANCE. Construction of each and every residential Dwelling Unit on a Lot shall include the installation and placement of appropriate landscaping. Each Owner, shall jointly have the duty and responsibility, at their sole cost and expense, to keep and maintain the Lot, and all improvements therein and thereon, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include (without limitation);
- a) The proper seeding, consistent watering and mowing of all lawns
  - b) The pruning and cutting of all trees and shrubbery;
  - c) Prompt removal of all litter, trash, refuse and waste;
  - d) Watering of all landscape;
  - e) Keeping exterior lighting and mechanical facilities in working order;
  - f) Keeping lawn and garden areas alive, free of weeds and attractive;
  - g) Keeping driveways in good repair and condition;
  - h) Promptly repairing any exterior damage; complying with all governmental health and police requirements;
  - i) No vegetable gardens shall be permitted to be planted between the road and the dwelling constructed on the property.

all in a manner and with such frequency as is consistent with aesthetics, safety and good property management. The ASSOCIATION and its agents, during normal business hours, shall have the right (after five (5) days written notice to the OWNER of any LOT involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the OWNER), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement will be paid to the ASSOCIATION upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the LOT affected subject to the requirements of Chapter 209, Texas Property Code. The ASSOCIATION, or its agent, shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the OWNER, any hedge, tree or any other planting that, in the written opinion of the ASSOCIATION, by reason of its location on the LOTS, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining LOTS, is dangerous or is unattractive in appearance. The lien provided under this section will constitute a lien retained against such property with the same force and effect as the Payment and Performance Lien for assessment set forth in these Covenants. OWNER must landscape around the house in a mannerly fashion. If a lot is not in compliance with this regulation, HERITAGE RANCH or the association may mow the premises and/or remove any trash, rubbish or debris and bill the lot owner for the cost thereof. Said bill will be deemed additional Assessments and failure to pay such bill shall be governed by Article VI Paragraph 2 and Article IX;

- J. All fencing to be approved by the COMMITTEE. Privacy fencing shall only be permitted with approval of COMMITTEE per Guideline requirements. LOT OWNER shall maintain all fencing;
- K. No act may be performed which is likely to pollute the air or water in any part of the SUBDIVISION, nor may any property OWNER violate any ordinance designed to eliminate pollution at that time in force whether it be State, County or City;
- L. No firearms, except air rifles, shall be discharged in the SUBDIVISION or on any PARCEL, easement or common area;
- M. Representatives of HERITAGE RANCH, the ASSOCIATION, or the COMMITTEE may from time to time at any reasonable hour, enter and inspect any part of the SUBDIVISION to ascertain compliance with this document or any amendments hereto;
- N. No oil or gas drilling, development, refining, quarrying or mining operations of any kind shall be permitted on any LOT, nor shall any tanks, tunnels, mineral excavations or shafts be permitted on any LOT. No derrick or other structures designed for use in boring or drilling for oil, natural gas, or other minerals shall be erected, maintained or permitted on any LOT save and except existing locations at time of plat approval. Notwithstanding the foregoing, each OWNER, by its acquisition of a parcel of the SUBDIVISION has been, or will be reserved by third parties or predecessors in title to the Property;
- O. All play structures, sports courts, and similar must receive COMMITTEE approval for type, color, location, etc. No basketball goals will be placed in the street or in the driveway between street and front of the residence.



P. **DOORS AND WINDOWS.** No steel or wrought iron bars, or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling without COMMITTEE approval. "Burglar bars" are prohibited. No signs, numerals or other writing shall be written on or placed in the doors, windows or exterior walls of any dwelling, either temporarily or permanently, except that the Board may, in its discretion, permit house numbers to be written temporarily on a single window of a dwelling while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. Only uniform blinds shall be used as window treatments, as determined in the sole discretion of the Architectural Committee. Foil, decorative items, or commercial advertising shall not be used as window coverings at any time.

Q. **REGISTERED SEX OFFENDERS.** No Lot shall be occupied in whole or in part by any person who is a registered sex offender on the Texas Public Sex Offender Registry, or any similar registry in another state.

R. **RAIN BARRELS**

(1) Prohibited Rainwater Harvesting Systems/Rain Barrels

Rainwater harvesting systems or rain barrels (collectively referred herein as "Rain Barrels") are prohibited in the following circumstances:

- (a) Rain Barrels that are located on the property owned by the Association;
- (b) Rain Barrels that are located on property that is owned in common by the members of the Association;
- (c) Rain Barrels that are located between the front of the owner's home and an adjoining or adjacent street;
- (d) Rain Barrels that are of a color not consistent with the color scheme of the home; and
- (e) Rain Barrels that display language or content other than the manufacturer's typical display.

(2) Rain Barrels Located in Area Visible from a Street, or Common Area:

Rain Barrels that are located on the side of a house or at any other location that is visible from a street, another lot, or a common area must comply with the Guidelines and the following:

- (a) Rain Barrels must have adequate screening;
- (b) Only commercial and professional grade Rain Barrels are permitted;
- (c) All Rain Barrels must be fully enclosed and have a proper screen or filter to prevent mosquito breeding and harboring; and
- (d) Rain Barrels may not create unsanitary conditions or be of nuisance to any neighboring properties.

5. Special Restrictions (Lake Lots and The Use of The Lake)

- A. There are two (2) lakes/ponds located in. However, the ASSOCIATION makes no guarantee as to the water level or clarity of the Lake. The ASSOCIATION reserves the right to pump water into or out of the Lake as it so chooses.
- B. Any piers or similar structures must be constructed so as to not protrude more than ten feet (10') from property line or water line, whichever is closer.

- C. All piers or docks must be no more than one-hundred (100) square feet in size.
- D. No septic tanks shall be located on any PARCEL nearer to the back-property line than seventy-five feet (75')
- E. No boat with more than a nine (9) horse power motor shall be allowed onto the Lake.
- F. No floating objects of any type shall be secured to any structure on Lake other than an OWNER'S pier or dock, nor shall any floating object be anchored in the Lake.
- G. Each LOT on the Lake may have a portion covered by water from time to time. The shoreline and LOT line are not one and the same.
- H. OWNER shall establish a grass lawn by means of sodding or blanket seeding form the house occupying the LOT down to the edge of the Lake and shall mow and maintain said area in conjunction with the rest of the LOT. OWNER shall also be responsible for keeping beach area between the raised shoreline and Lake free of debris and trash.

**ARTICLE IV.**  
**ARCHITECTURAL CONTROL**

1. There is hereby created the Architectural Control Committee, which shall consist of four (4) members. The initial Architectural Control Committee is composed of:

**CANNON NEEL**  
**MIKE DALEY**  
**DAVID NEEL**  
**MELISSA HEGEMEYER**

A majority of the Architectural Control Committee ("COMMITTEE" or "ACC") may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the COMMITTEE, the remaining members shall have full authority to designate a successor. Neither the members of the COMMITTEE nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. After fifteen (15) years from the date of this instrument, or at such earlier time as the majority of the COMMITTEE shall determine the power to designate members of the ACC will automatically pass to the Association. The COMMITTEE'S approval or disapproval as required by the *Declaration* shall be in writing.

2. No IMPROVEMENT of any kind shall be erected, placed or altered in the exterior design after being erected or placed on or attached to any PARCEL in the SUBDIVISION until the construction plans, landscaping plans, or other plans, specifications and plot plans showing the location and size of such IMPROVEMENT has been submitted to the COMMITTEE, or its designated representatives as to the harmony of external design with the existing structures on PARCELS in the SUBDIVISION, as to type of exterior materials and exterior paint colors, as to quality of workmanship and materials, and as to locations with respect to topography and finished ground elevations, and compliance with all applicable provisions of this document, and general compatibility within the SUBDIVISION. IMPROVEMENTS used herein include, but are not limited to, building(s), fences, towers, antennas, porches, decks, walls, swimming pools, water wells, playground equipment, outdoor cooking or eating facilities of a permanent nature, docks, piers, barns, silos, cages, sheds, streets, alleys, excavations and other earth movements. The COMMITTEE may require a reasonable fee for performing the functions herein prescribed and may



disapprove plans, specifications, designs, and plot plans for failure to pay such fee. Such fees shall be used by the COMMITTEE to discharge actual expenses incurred by the COMMITTEE. After approval in writing has been given, the erecting, placing or altering of the IMPROVEMENTS on any PARCEL shall be made only in accordance with the approved plans, specifications and plot plans, unless variations or changes are also approved in the same manner.

3. Neither **HERITAGE RANCH**, nor the members of the COMMITTEE, representatives, and/or their successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any OWNER or lessee of any PARCEL affected by these *Restrictions*, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the COMMITTEE for approval agrees by submission of such plans, and every OWNER or lessee of any PARCEL within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against **HERITAGE RANCH**, the members of the COMMITTEE, or its representatives, to recover any such damages.

4. At the option of a majority of the COMMITTEE, all of the powers, rights, duties, and responsibilities of said COMMITTEE may be transferred to the ASSOCIATION; in such event the ASSOCIATION shall appoint a representative or representatives to perform all functions of the COMMITTEE. Said representative or representatives shall be the successor of the COMMITTEE.

**ARTICLE V.**  
**REATA CREEK ASSOCIATION, INC.**

1. **Creation.** The ASSOCIATION, a Texas non-profit corporation, shall be incorporated with its initial registered office in HARRIS County, Texas and with its principal office located at 20015 FM 2920 RD, SUITE 4, TOMBALL, Texas, 77377.

2. **Incorporation.** **HERITAGE RANCH** shall cause the ASSOCIATION to be incorporated, and **HERITAGE RANCH** shall have the power to elect all members of the Board of Directors and to fill any vacancies occurring therein until **HERITAGE RANCH** has conveyed by deed, in the aggregate, eighty percent (80%) of the LOTS in **REATA CREEK**, and any future acreage developed under a common scheme or plan of development by **HERITAGE RANCH**, according to map or plat filed in the Official Records of WALLER County, Texas. Once eighty percent (80%) of the LOTS have been so deeded, the membership of the Board of Directors shall be determined by majority vote of the land OWNERS of record that are subject to a required maintenance charge payable to the ASSOCIATION. The voting shall be conducted according to rules established by the Bylaws of the ASSOCIATION. **HERITAGE RANCH** may elect to transfer power to elect Board of Directors to said record OWNERS at any time.

3. **Powers and Functions.** The ASSOCIATION shall have powers and functions provided by applicable law, its Articles of Incorporation, its Bylaws, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, at its option, the right to maintain the entry sign area, streets, lakes, utilities, recreational areas; to provide for garbage pickup (at a cost to the individual property OWNER if the Maintenance Fund is insufficient for this purpose), hire police protection, furnish power or gas for street lighting, maintain esplanades, and other common areas; and to establish rules and regulations for the use of lakes, rivers, streets, and other SUBDIVISION facilities, specifically erected and installed and designated to be controlled by the ASSOCIATION. The ASSOCIATION shall administer the Maintenance Fund hereinafter provided.





4. **Membership.** LOT ownership and membership in the ASSOCIATION shall be inseparable. Transfer of a LOT automatically transfers membership in the ASSOCIATION and all rights of the transferor with respect to the COMMON AREAS and facilities to which ownership of such LOT relates.

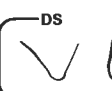
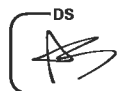
5. **Additions.** If HERITAGE RANCH develops further acreage under a common scheme or plan of development, as HERITAGE RANCH, the ASSOCIATION, may require such property OWNERS to be members of the ASSOCIATION and they shall have equal voting rights therein on the same basis as OWNERS of property in this SUBDIVISION.

#### **ARTICLE VI. MAINTENANCE CHARGE**

1. **Creation of Annual Maintenance Charge.** Each PARCEL in REATA CREEK, is hereby subjected to an annual maintenance charge of **EIGHT HUNDRED and 00/100 Dollars (\$800.00) per year**, payable annually in advance by the OWNER of each PARCEL on the first day of January of each year, beginning 2019 and each succeeding year thereafter until terminated as provided below, to the ASSOCIATION, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund." Where any PARCEL is owned by more than one (1) person or entity, said maintenance charge shall be payable by all such OWNERS, jointly and severally. The maintenance charge shall be prorated between purchasers and sellers of PARCELS in the proportion that the remaining months of the calendar year bear to the whole year. By acceptance of a deed or other instrument of conveyance, or by any other claim of legal title to any PARCEL or portion thereof, each OWNER agrees and consents to the maintenance charge shall be paid for each year from 2019 through 2029 and shall be extended automatically for successive periods of ten (10) years unless before 2019, or before the 31<sup>st</sup> day of December of any tenth year thereafter, the Owners of record of a majority of the PARCELS in the SUBDIVISION vote to discontinue such charge by written instrument which shall be signed and acknowledged by the OWNERS of record of a majority of the PARCELS and recorded in the Official Records of WALLER County, Texas.

2. **Liens.** The ASSOCIATION shall have a lien against any PARCEL for which the annual maintenance charge provided herein shall not be paid effective upon the thirtieth (30<sup>th</sup>) day following the date said maintenance charge became due and payable. The amount of said lien shall be for the amount of the maintenance charge then due, owing and unpaid plus an additional delinquency charge of twelve percent (12%) per annum of the unpaid balance accruing from the date said maintenance charge became due and payable. The ASSOCIATION shall have the right to evidence the existence of this lien by filing a sworn and acknowledged statement of lien in the Office of the County Clerk of WALLER County, Texas, but the failure of the ASSOCIATION to so file a statement of lien shall not affect the validity of the lien as between the ASSOCIATION and the OWNER.

3. **Purpose and Use of Maintenance Fund.** The maintenance charge shall be used to pay "maintenance expenses" which shall include without limitation expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining any rights of way, easements, entry signs, streets, sidewalks, paths, fences, parkways, esplanades, pavilion, ball fields, pool and any other structures, facilities or area which can be used by all OWNERS which in the opinion of the ASSOCIATION would benefit the SUBDIVISION as a whole; collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish, and the like from constructed residential dwellings), caring for vacant PARCELS, employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in connection with the operation of the ASSOCIATION, and the enforcement



of all recorded charges, restrictions, covenants, agreements and conditions affecting property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the ASSOCIATION to keep property neat and in good order of which it considers of general benefit to the SUBDIVISION. The act of the ASSOCIATION and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith.

4. **Increases or Reductions to Annual Maintenance Charge.** The ASSOCIATION may increase or reduce the maintenance charge from time to time by action applied uniformly to all PARCELS in the SUBDIVISION as provided below.

5. **Assessments.** From and after 2018, the ASSOCIATION'S Board of Directors, at its next annual or special meeting and at each annual meeting thereafter, shall set the amount of the monthly assessments for each year for each LOT, taking into consideration the current maintenance costs and future needs of the ASSOCIATION; except, however, the annual assessments may not be increased in any one (1) year by more than twenty percent (20%) of the then existing annual assessment, except on the affirmative vote of OWNERS entitled to cast two-thirds (2/3) of the votes of the ASSOCIATION, in person or by proxy at a meeting duly called for such purposes.

6. **Developer Exemption.** HERITAGE RANCH shall not be liable or in any way responsible for the payment of any maintenance charge provided for herein.

#### ARTICEL VII.

#### **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS**

1. In addition to the annual assessments for maintenance charges authorized above, the ASSOCIATION may levy in any assessment year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvements upon the COMMON AREA, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of a three-fourths (3/4) majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting called for this purpose shall be sent to all members not less than thirty (30) days or more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting and the proposal to be voted on.

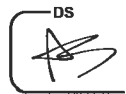
2. No special assessments for capital improvements shall be made under this provision prior to the time when the membership of the Board of Directors of the ASSOCIATION is determined by majority vote of the land OWNERS of record subject to the maintenance charge as hereinabove set forth.

3. The Special Assessments shall be payable by the OWNERS on the dates and terms as may be established by the ASSOCIATION. The ASSOCIATION may also provide for a lien against any PARCELS for which the special assessment remains unpaid.

#### ARTICLE VIII.

#### **SUBORDINATION OF THE LIEN TO MORTGAGES**

1. The liens of the assessments provided for herein shall be subordinate to the lien of any first mortgage and/or mortgages granted or created by the OWNER of any LOT to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such LOT.



Sale or transfer of any LOT or transfer of any LOT pursuant to a foreclosure under such purchase money or IMPROVEMENT, mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such LOT from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent LOTOWNER from his/her personal obligation and liability therefore.

**ARTICLE IX.**  
**EFFECT OF NON-PAYMENT OF ASSESSMENTS:**  
**REMEDIES OF THE ASSOCIATION**

1. Any assessments and charges which are not paid when due are considered delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum. The ASSOCIATION may bring an action at law against the OWNER or member personally obligated to pay the same, or foreclose the lien against the property. Any interest, costs, and reasonable attorney's fees of any such action will be added to the amount of such assessment. Each OWNER, by his acceptance of a deed to a LOT hereby expressly vests in the ASSOCIATION, or its agents the right and power to bring all actions against such OWNER personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the ASSOCIATION in a like manner as a mortgage or deed of trust lien on real property and such OWNER hereby expressly grants to the ASSOCIATION, a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the ASSOCIATION, shall be for the benefit of all other LOTOWNERS, and shall be exercisable by a Trustee to be named or designated by the Board of Directors of the ASSOCIATION. Any sale pursuant to this power shall be conducted in accordance with the provisions of Article 3810 of the *Texas Revised Civil Statutes Annotated*. The ASSOCIATION acting on behalf of the LOTOWNERS shall have the power to bid in an interest at foreclosure sale and to acquire and hold, lease, mortgage, and convey the property.

**ARTICLE X.**  
**RE-SUBDIVISION**

1. No Lot may be re-subdivided into smaller LOTS. This provision does not apply to any real property reserved by HERITAGE RANCH or to any real property that may be developed as a part of the SUBDIVISION in the future under a common scheme or plan of development.

**ARTICLE XI.**  
**MISCELLANEOUS PROVISIONS**

1. The foregoing *Restrictions* are adopted as part of and shall apply to each and every PARCEL in the SUBDIVISION. Such *Restrictions* are equally for the benefit of all subsequent OWNERS or PARCELS in REATA CREEK and accordingly, shall be covenants running with the land. Any OWNER or lienholder of any of the property or the ASSOCIATION shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the *Restrictions* and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however that this clause shall not restrict any governmental agency from acting to enforce any of the *Restrictions*.

2. The term of the *Restrictions* shall be for a period from the filing of this instrument for record in WALLER County, Texas, until the 1<sup>st</sup> day of April, A.D., 2026, after which date such *Restrictions* shall be automatically extended for such successive periods of ten (10) years each,

unless and until, by instruments executed by the then record OWNERS of a majority of the PARCELS in REATA CREEK and duly recorded in Official Records of WALLER County, Texas, such *Restrictions* are altered, rescinded, modified or changed, in whole or in part.

3. Nothing contained in this document or any violation of any of the *Restrictions* shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against of the SUBDIVISION or any portion thereof.

4. Any and all rights, powers and reservations of **HERITAGE RANCH** herein contained may be assigned to any person, corporation or association which will assume the duties pertaining to the particular rights, powers, and reservations assigned, and upon any such person, corporation or associations' evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by **HERITAGE RANCH** herein and **HERITAGE RANCH** shall thereafter be released from any future liabilities. The term **HERITAGE RANCH** as used in this document includes all such assignees and their heirs, successors and assigns.

5. Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the SUBDIVISION is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this Declaration is contained in this instrument by which such person acquires an interest in the property.

6. **HERITAGE RANCH** reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out, all without further action or consent by or from any party.

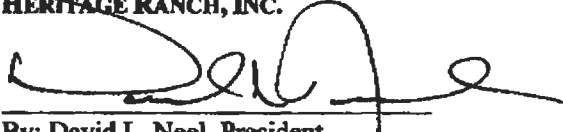
7. The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

8. **HERITAGE RANCH**, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to this Declaration, by filing of Record a Supplementary Declaration with respect to such additional property which shall extend the scheme of this Declaration to such property. The ASSOCIATION shall accept same to be owned and managed pursuant to the terms and conditions of this Declaration.

9. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing SUBDIVISION.

DATED this 10<sup>th</sup> day of APRIL, 2019.

HERITAGE RANCH, INC.

  
By: David L. Neel, President

THE STATE OF TEXAS §

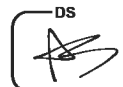
COUNTY OF WALLER §

This instrument was acknowledged before me on the 10<sup>th</sup> day of April 2019, by David L. Neel, President of HERITAGE RANCH, INC., on behalf of said partnership.

  
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF  
J. FRED BAYLISS, P.C.  
3000 BRIARCREST DRIVE, SUITE 302  
BRYAN, TEXAS 77802

AFTER RECORDING RETURN TO:  
J. FRED BAYLISS, P.C.



**FILED AND RECORDED**

**Instrument Number: 1902832**

Filing and Recording Date: 04/10/2019 09:08:01 AM Pages: 22 Recording Fee: \$96.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,

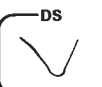
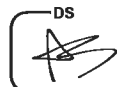


Debbie Hollan, County Clerk  
Waller County, Texas

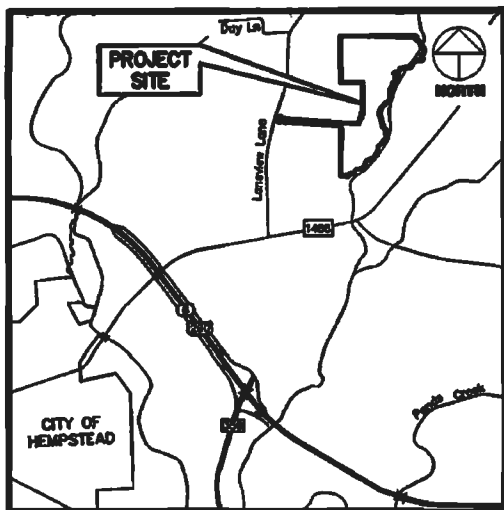
ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

simplifile, Deputy

Returned To:  
HTC HEMPSTEAD  
820 13TH STREET  
HEMPSTEAD, TX 77445



Y:\PROJECTS\52752-LANEVIEW LN\PLATTING\DRAWINGS\REATA CREEK (8.5 X 14 INCH) - 52752 - 12JAN17.DWG - PLOPEZ - 01/18/17



WALLER COUNTY, TEXAS  
**VICINITY MAP**  
SCALE: 1" = 3000'

**ABBREVIATIONS**

- FND - FOUND
- W.C.C.F. - WALLER COUNTY CLERK FILE
- W.C.D.R. - WALLER COUNTY DEED RECORDS
- W.C.M.R. - WALLER COUNTY MAP RECORDS
- W.C.P.R. - WALLER COUNTY PLAT RECORDS
- VOL - VOLUME
- IR - IRON ROD
- NO. - NUMBER
- PG. - PAGE
- R.O.W. - RIGHT-OF-WAY
- SQ. FT. - SQUARE FEET
- AC. - ACRES
- U.E. - UTILITY EASEMENT
- C.D.H. U.E. - CITY OF HEMPSTEAD UTILITY EASEMENT
- A.E. - AERIAL EASEMENT
- S.S.E. - SANITARY SEWER EASEMENT
- T.B.M. - TEMPORARY BENCH MARK
- B.L. - BUILDING LINE
- W.M.E. - WATER METER EASEMENT
- D.E. - DRAINAGE EASEMENT

A FINAL PLAT OF

**REATA CREEK**

A SUBDIVISION PLAT OF  
96.9945 ACRES OR 4,225,079 SQ. FT. OF LAND,  
SITUATED IN THE  
B.B.B. & C. R.R. CO. SURVEY, ABSTRACT NO. 83, &  
THE B.B.B. & C. R.R. CO. SURVEY, ABSTRACT NO. 88,  
CITY OF HEMPSTEAD ETJ,  
WALLER COUNTY, TEXAS.

1 BLOCK 36 LOTS 3 RESERVES

AUGUST 17, 2016

Owner  
Heritage Ranch Inc.,  
a Texas Corporation  
20015 FM 2920 #4  
Tomball Texas 77377  
P: (281) 252-8620

Surveyor



**WINDROSE**  
LAND SURVEYING | PLATTING

3300 WILCREST, SUITE 325 | HOUSTON, TX 77042 | 713.464.2281  
RRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM



STATE OF TEXAS  
COUNTY OF WALLER

We, David Lee Neel and David Cannon Neel, President and Vice President respectively of Heritage Ranch Inc., a Texas corporation, the owner of the land described hereon and whose name is subscribed hereon, do hereby acknowledge the changes to said property in accordance with the plat shown hereon. The platted property remains subject to existing dedications, covenants, restrictions and easements except as shown or stated hereon.

IN TESTIMONY WHEREOF, Heritage Ranch Inc., a Texas corporation, has caused these presents to be signed by David Lee Neel and David Cannon Neel, its President and Vice President respectively, thereunto authorized, this the 30th day of August, 2016.

BY: Heritage Ranch Inc., a Texas corporation

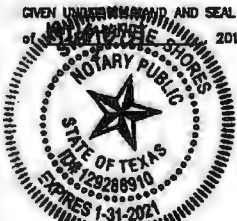
*David Lee Neel*  
David Lee Neel  
President

*David Cannon Neel*  
David Cannon Neel  
Vice President

STATE OF TEXAS WALLER  
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared David Lee Neel and David Cannon Neel, President and Vice President respectively of Heritage Ranch Inc., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of August, 2016.



*Ronald Patrick Kell*  
Notary Public in and for the State of Texas  
11/31/2017  
My Commission Expires

STATE OF TEXAS  
COUNTY OF WALLER

I, Ronald Patrick Kell, Registered Professional Land Surveyor No. 6424 of the State of Texas, do hereby certify that this map showing a survey of 98.9945 acres of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

DATED THIS THE 24 day of August, 2016, A.D.



*Ronald Patrick Kell*  
Ronald Patrick Kell  
Registered Professional Land Surveyor  
Texas Registration No. 6424

CITY COUNCIL CERTIFICATION

This is to certify that the City Council of the City of Hempstead, Texas, has approved this plat of REATA CREEK as shown hereon, in testimony whereof, in witness the official signatures of the Mayor, Councilmembers, and City Secretary of the City of Hempstead, Texas, this the 15th day of August, 2016.

*Michael S. Wilke, Sr.*  
Michael S. Wilke, Sr.  
Mayor

*Patricia Chemenky*  
Patricia Chemenky  
Mayor Pro-tem

*Katherine Rogston*  
Katherine Rogston  
Councilmember

*Lonnie Garfield*  
Lonnie Garfield  
Councilmember

*Charles Tompkins, Jr.*  
Charles Tompkins, Jr.  
Councilmember

*Ben Tibbs*  
Ben Tibbs  
Councilmember

*Barbara Hoffelinger*  
Barbara Hoffelinger  
City Secretary

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED USING A TITLE POLICY PROVIDED BY STEWART TITLE, FILE NO. 15473030161, EFFECTIVE DATE OCTOBER 8, 2013.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR WALLER COUNTY, TEXAS, MAP NO. 48473C0150E, EFFECTIVE DATE OF FEBRUARY 18, 2008, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X" AND FLOOD ZONE "A". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. RIGHT-OF-WAY EASEMENTS FOR WIDENING STREETS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ALL STREET OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO THE CONSTRUCTION OF ANY STREET WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT OR MAINTENANCE.
5. THE BUILDING OF ALL STREETS, BRIDGES OR CULVERTS IS THE RESPONSIBILITY OF THE OWNERS IN ACCORDANCE WITH THE PLANS PRESCRIBED BY COMMISSIONERS COURT. COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS SHOWN ON THE PLAT OR CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS UPON COMPLETION OF ALL OBLIGATIONS BY THE DEVELOPER AND WRITTEN APPROVAL FROM THE COMMISSIONERS COURT. THE COUNTY WILL ASSUME FULL RESPONSIBILITY FOR MAINTENANCE OF THE STREETS. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR THE DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE STREETS.
6. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES ON THE PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.
7. THE OWNERS OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
8. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN SHALL BE ELEVATED TO THE BASE FLOOD ELEVATION. NO BUILDING PERMITS WILL BE ISSUED IN A FLOOD HAZARD AREA BELOW THE BASE FLOOD ELEVATION (B.F.E.). CONTACT THE COUNTY ENGINEER'S OFFICE FOR SPECIFIC INFORMATION.
9. ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY. THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS. THIS ONE-FOOT RESERVE SHALL NOT PREVENT RESIDENCES THAT LEGALLY EXISTED ON ADJACENT PROPERTIES AS OF THE DATE THAT THIS PLAT IS FILED FROM TAKING ACCESS FROM ANY OF THE IMPROVED RIGHTS-OF-WAY INCLUDED HEREIN, IN ACCORDANCE WITH ALL APPLICABLE WALLER COUNTY AND CITY OF HEMPESTEAD REGULATIONS REGARDING THE PERMITTING OF DRIVEWAY ENTRANCES ON TO PUBLIC STREETS.

I, Debbie Holton, Clerk of the County Court of Waller County, Texas, do hereby certify that the within instrument with its certificates of authentication was filed for registration in my office on Feb 23, 2017, at 1:26 o'clock P. m., and duly recorded on Feb 23, 2017, at 1:26 o'clock P. m., and at Page 2 of 22 of the Official Public Records of Waller County, Texas.

Debbie Holton  
County Clerk

By: *Debbie Holton*  
Debbie Holton  
County Clerk

I, Yancy Scott, P.E., County Engineer of Waller County, certify that the plat of this subdivision complies with all existing rules and regulations of Waller County, at such time this plat was approved.

2/14/17  
Date *Yancy Scott*  
Yancy Scott, P.E. County Engineer

APPROVED by Commissioners Court of Waller County, Texas, this 22nd day of FEB, 2017.

Carbett "Troy" J. Duhan III  
County Judge

*John A. Anstler*  
John A. Anstler  
Commissioner, Precinct 1

*Russell Klocha*  
Russell Klocha  
Commissioner, Precinct 2

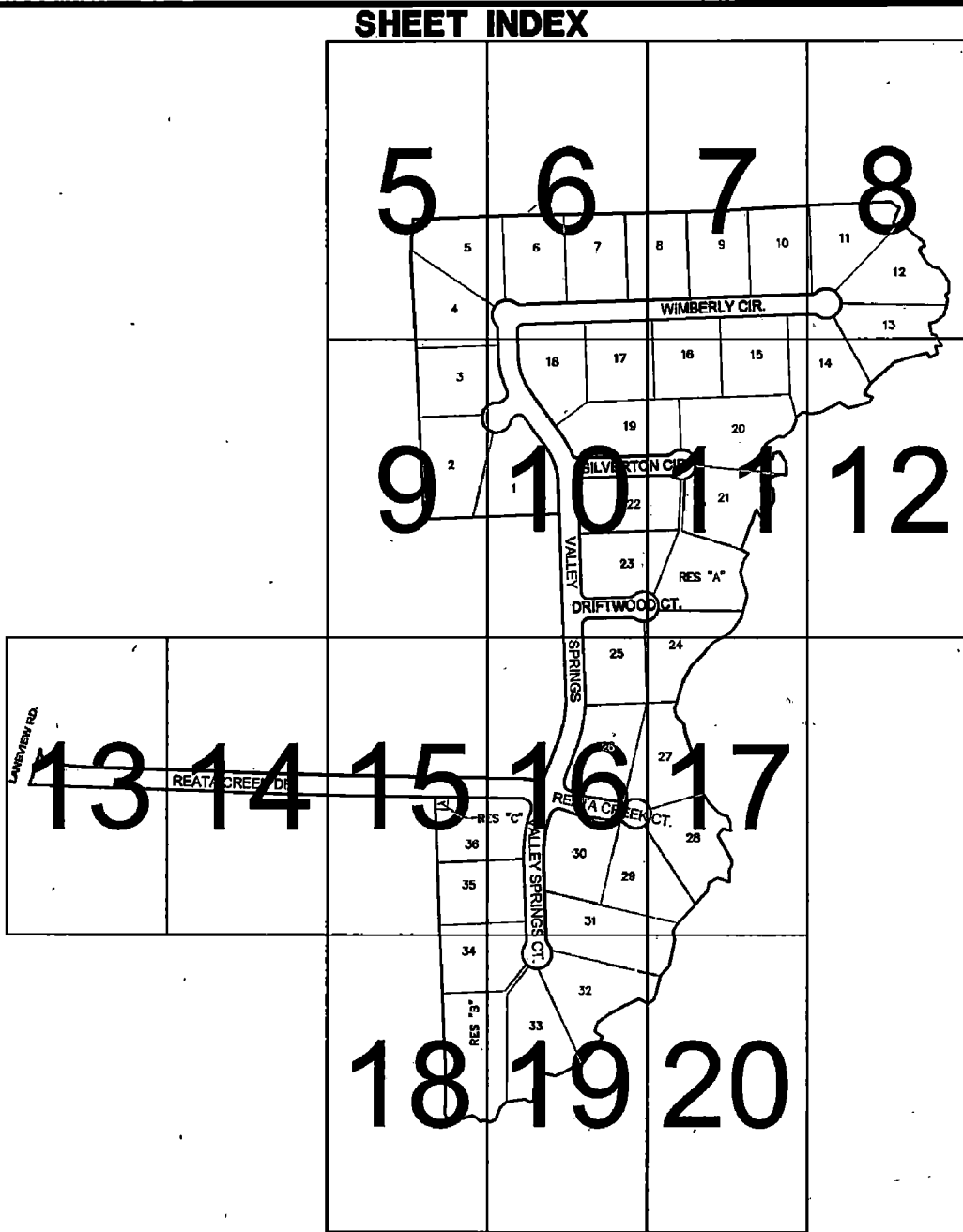
*Jeran Barnett*  
Jeran Barnett  
Commissioner, Precinct 3

*Justin Beckendorf*  
Justin Beckendorf  
Commissioner, Precinct 4





### SHEET INDEX



### ADDRESS CHART

LOT/RES	ADDRESS
LOT 1	133 VALLEY SPRINGS
LOT 2	137 VALLEY SPRINGS
LOT 3	141 VALLEY SPRINGS
LOT 4	145 VALLEY SPRINGS
LOT 5	501 WIMBERLY CIR.
LOT 6	505 WIMBERLY CIR
LOT 7	509 WIMBERLY CIR
LOT 8	513 WIMBERLY CIR
LOT 9	517 WIMBERLY CIR
LOT 10	521 WIMBERLY CIR
LOT 11	525 WIMBERLY CIR
LOT 12	529 WIMBERLY CIR
LOT 13	520 WIMBERLY CIR
LOT 14	518 WIMBERLY CIR
LOT 15	512 WIMBERLY CIR
LOT 16	508 WIMBERLY CIR
LOT 17	504 WIMBERLY CIR
LOT 18	500 WIMBERLY CIR
LOT 19	401 SILVERTON CIR

LOT 20	405 SILVERTON CIR
LOT 21	404 SILVERTON CIR
LOT 22	400 SILVERTON CIR
LOT 23	301 DRIFTWOOD CT
LOT 24	304 DRIFTWOOD CT
LOT 25	300 DRIFTWOOD CT
LOT 26	305 DRIFTWOOD CT
LOT 27	201 REATA CREEK DR
LOT 28	205 REATA CREEK DR
LOT 29	208 REATA CREEK DR
LOT 30	204 REATA CREEK DR
LOT 31	200 REATA CREEK DR
LOT 32	104 VALLEY SPRINGS
LOT 33	100 VALLEY SPRINGS
LOT 34	101 VALLEY SPRINGS
LOT 35	105 VALLEY SPRINGS
LOT 36	109 VALLEY SPRINGS
RES "A"	305 DRIFTWOOD CT
RES "B"	103 VALLEY SPRINGS
RES "C"	115 VALLEY SPRINGS



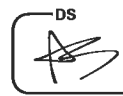
LINE TABLE

Table with 3 columns: LINE, BEARING, DISTANCE. Contains survey data points from L1 to L86.

Table with 3 columns: LINE, BEARING, DISTANCE. Contains survey data points from L87 to L173.

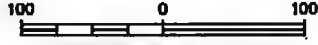
CURVE CHART

Table with 6 columns: NO., RADIUS, DELTA, ARC, BEARING, CHORD. Contains curve data points from C1 to C54.





**NORTH**



GRAPHIC SCALE: 1" = 100'

MATCHLINE SHEET 5  
MATCHLINE SHEET 6

FND 5/8" I.R. W/CAP  
"RPLS NO. 4509"  
X: 2,906,288.09 (GRID)  
Y: 13,867,588.73 (GRID)

N 88°08'33" E 429.15'

N 03°06'39" E  
149.24'

FND 5/8" I.R. W/CAP  
"RPLS NO. 4509"

N 02°48'45" W  
153.82'

FND 1/2" I.R.

CALLLED 22.00 ACRES  
ROBERT McCAY AND WIFE,  
JOANNE McCAY  
VOL. 1111, PG. 634, W.C.D.R.

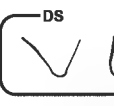
MATCHLINE SHEET 5  
MATCHLINE SHEET 9

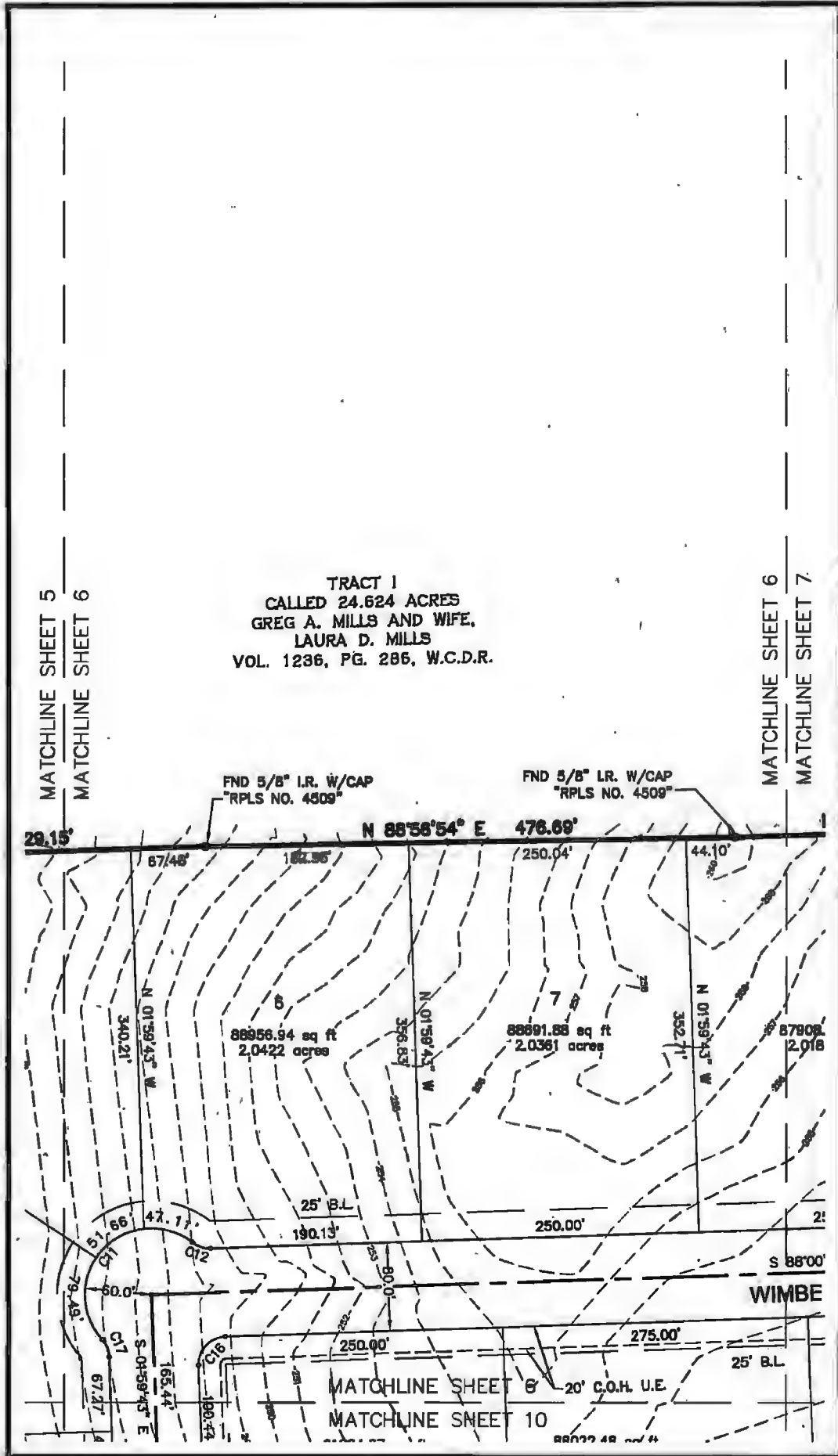
90720.68 sq ft  
2.0827 acres

95714 sq ft  
2.1973 acres

S 88°00'17" W

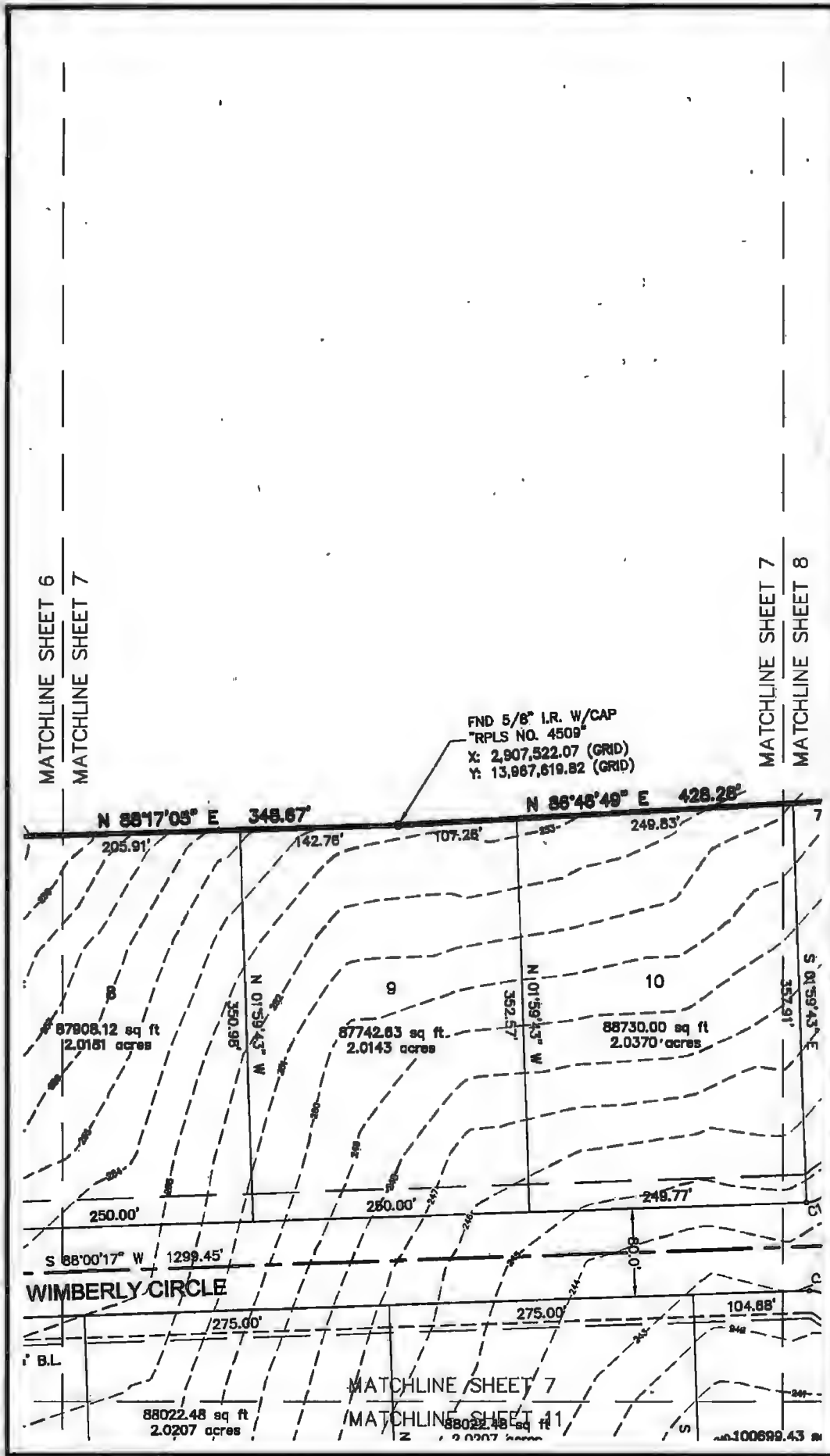
SHEET 5 OF 21





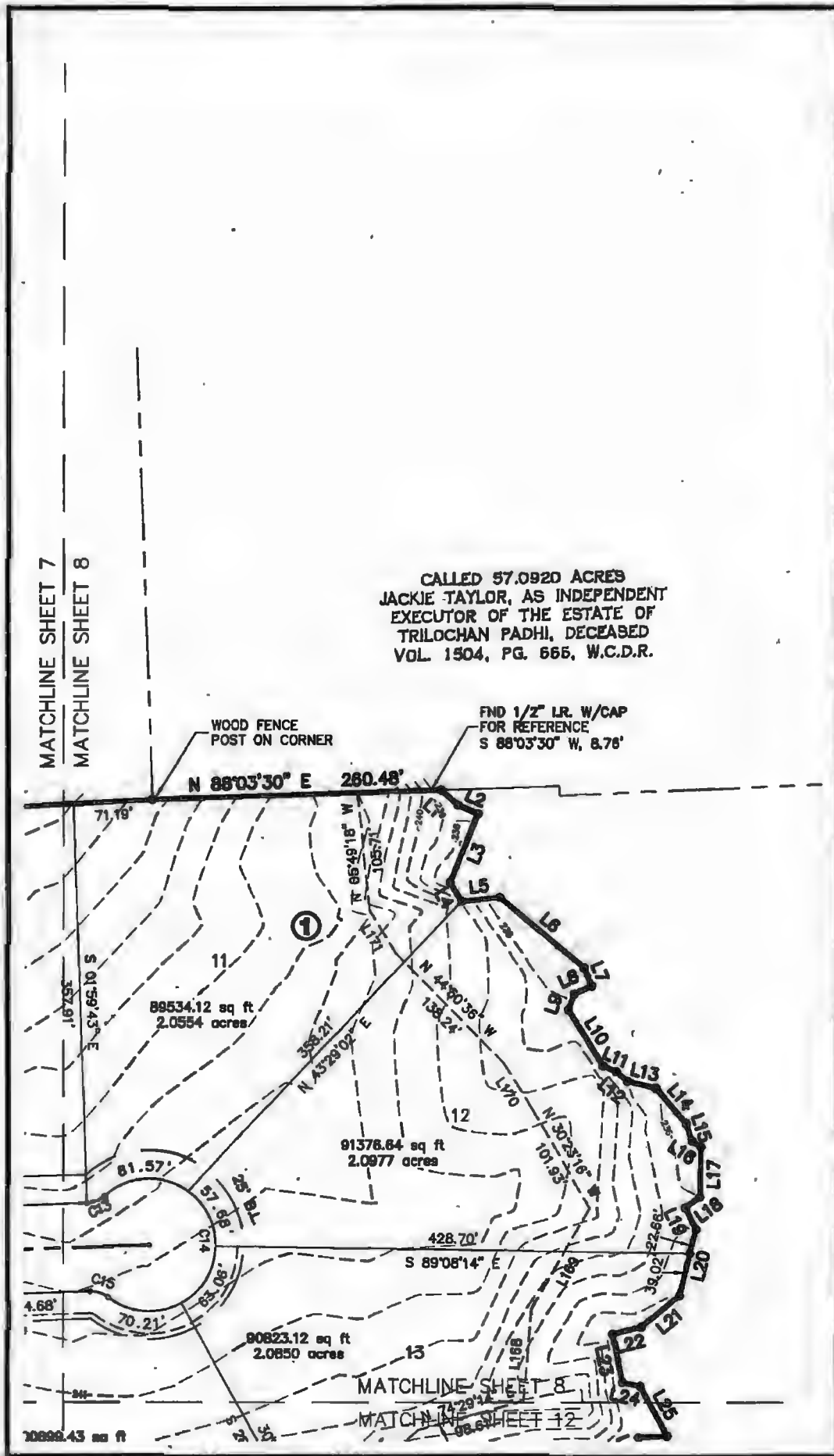
SHEET 6 OF 21

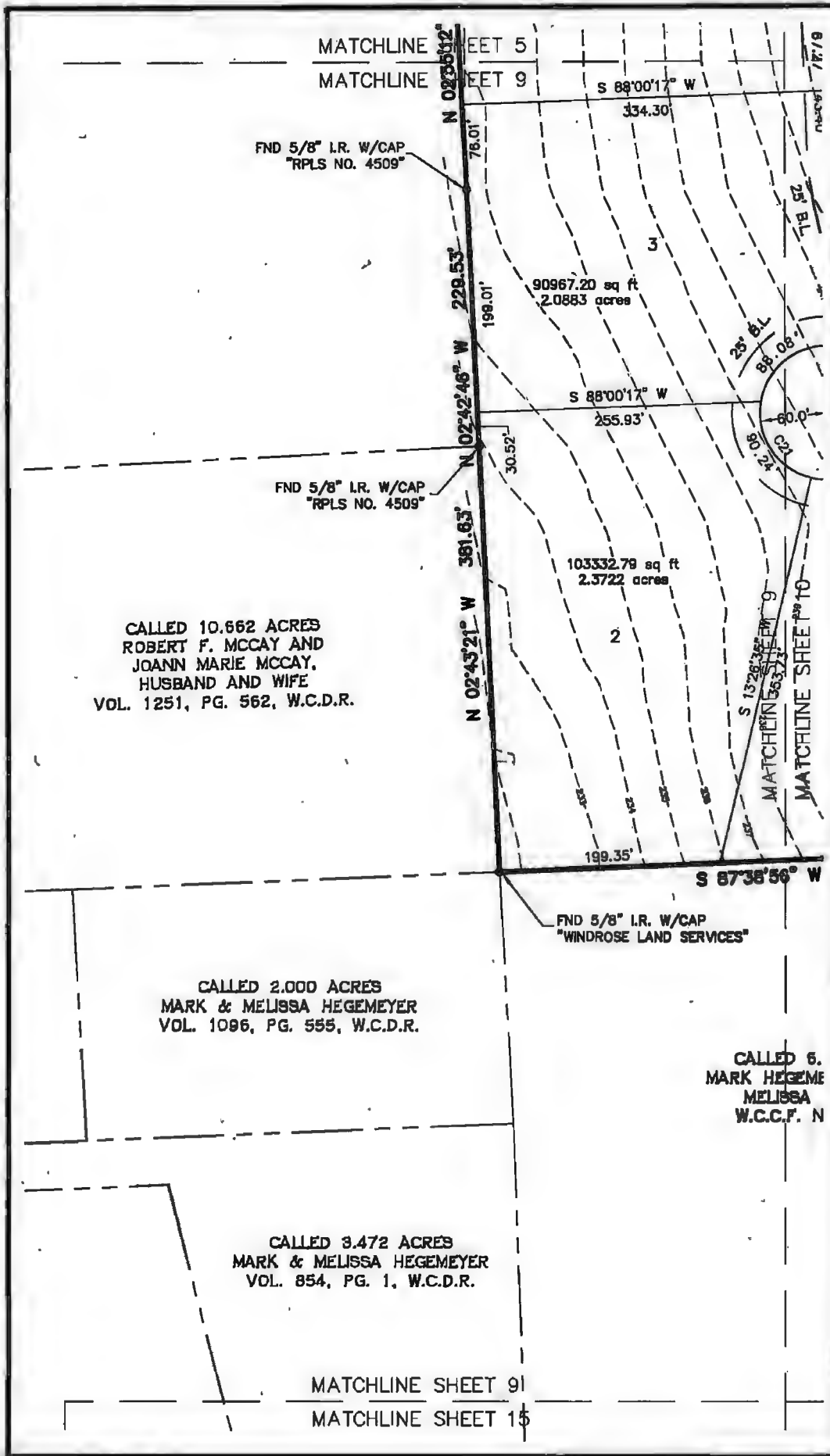


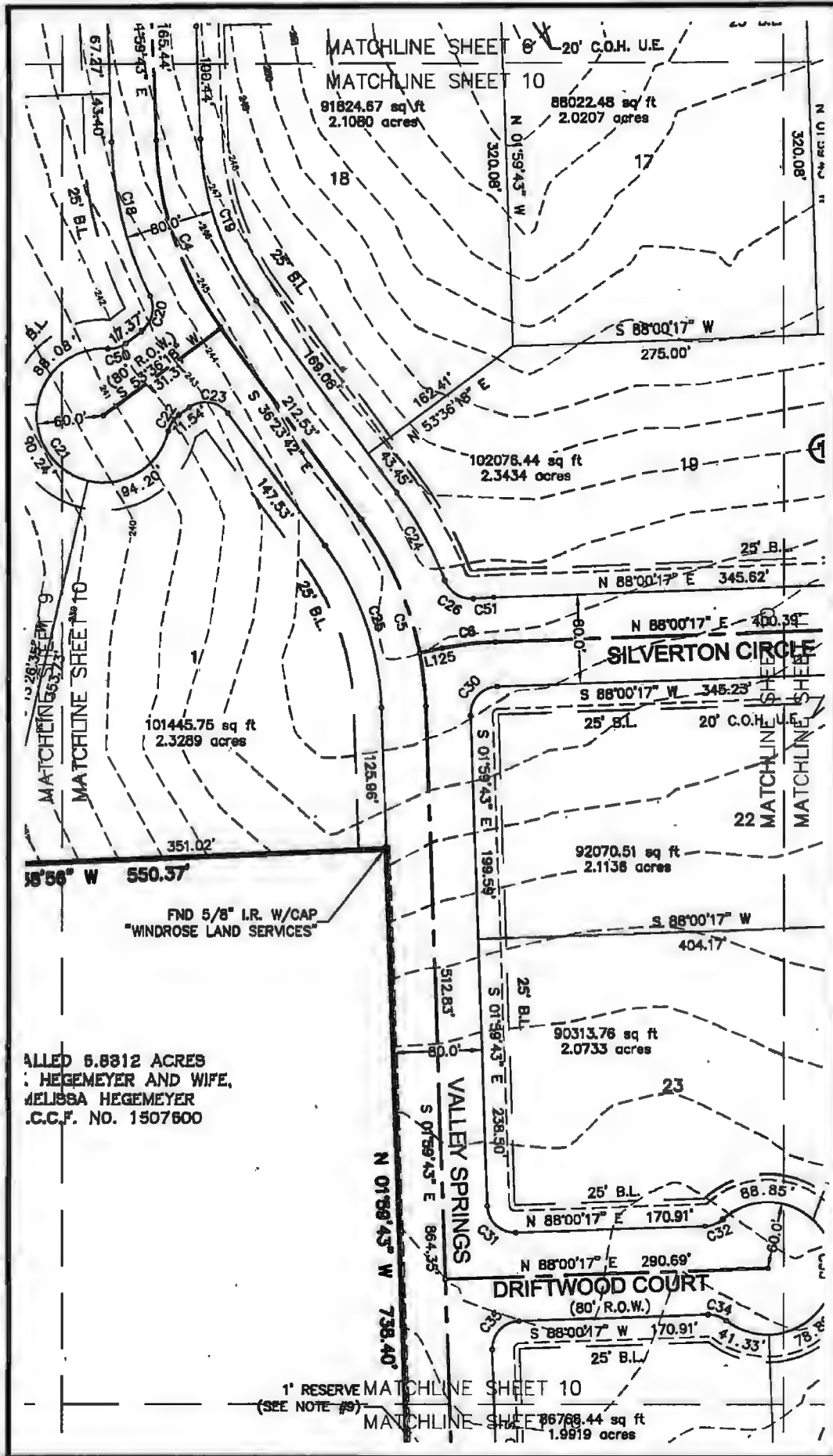


SHEET 7 OF 21

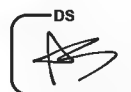
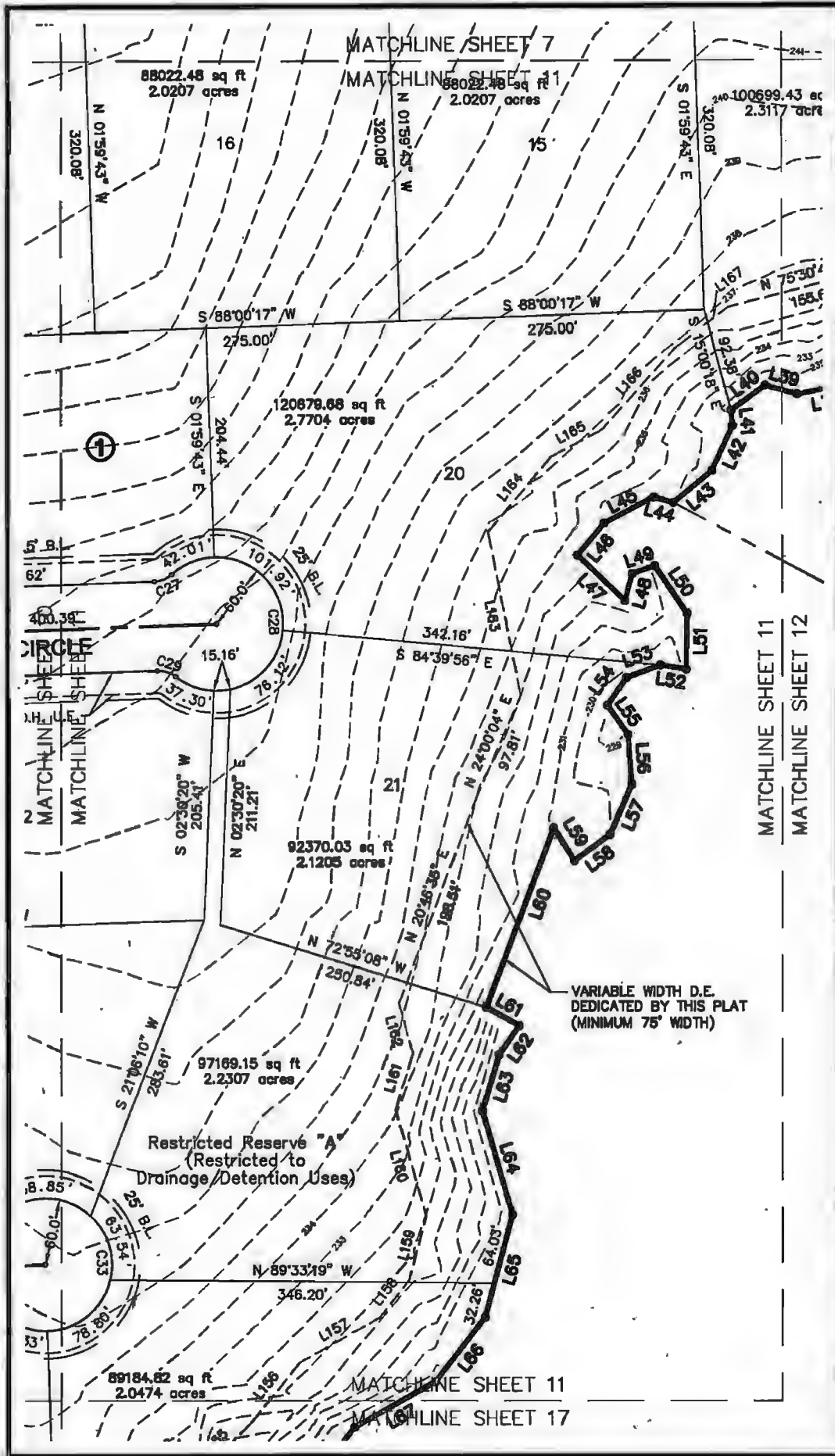


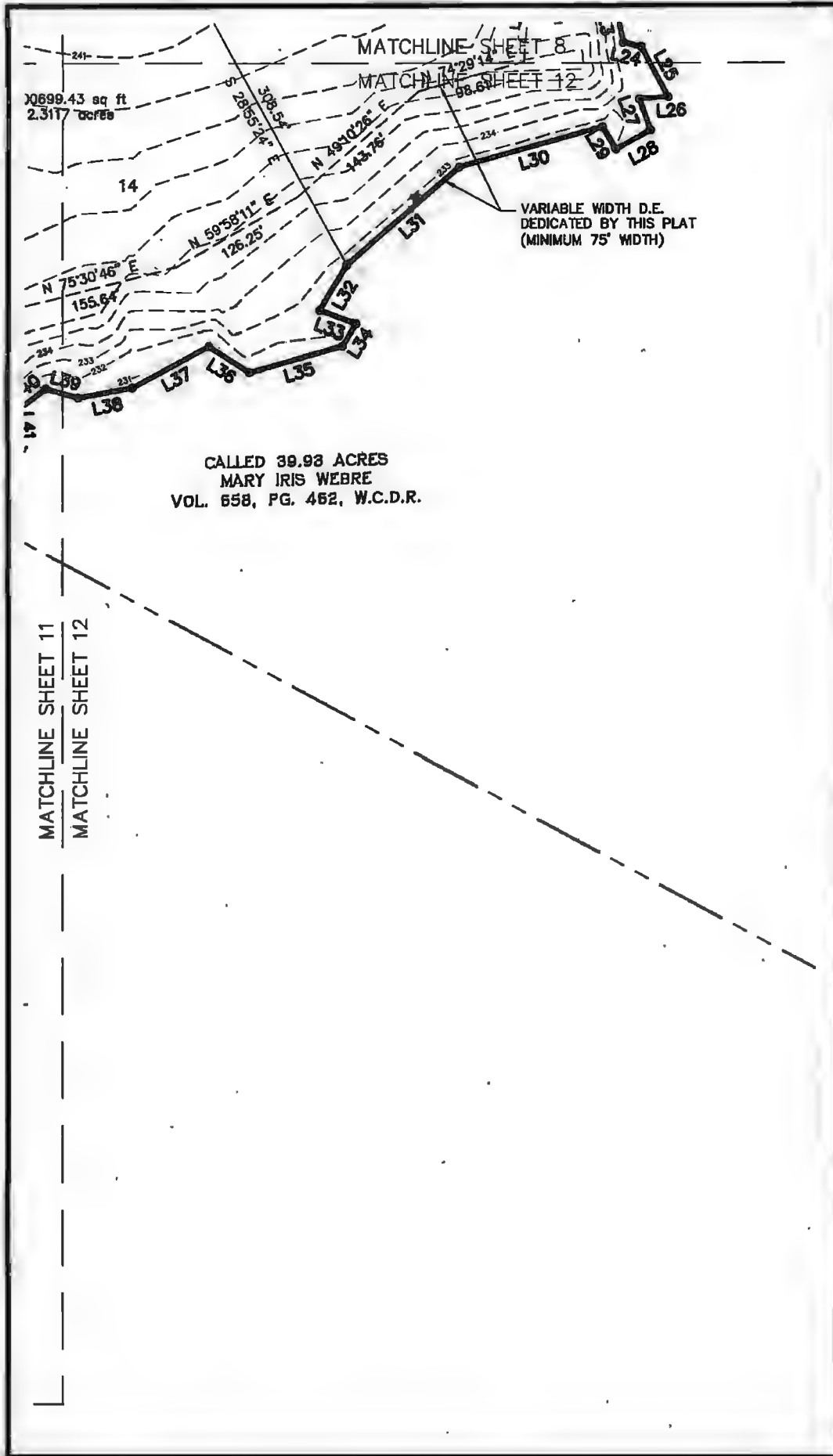


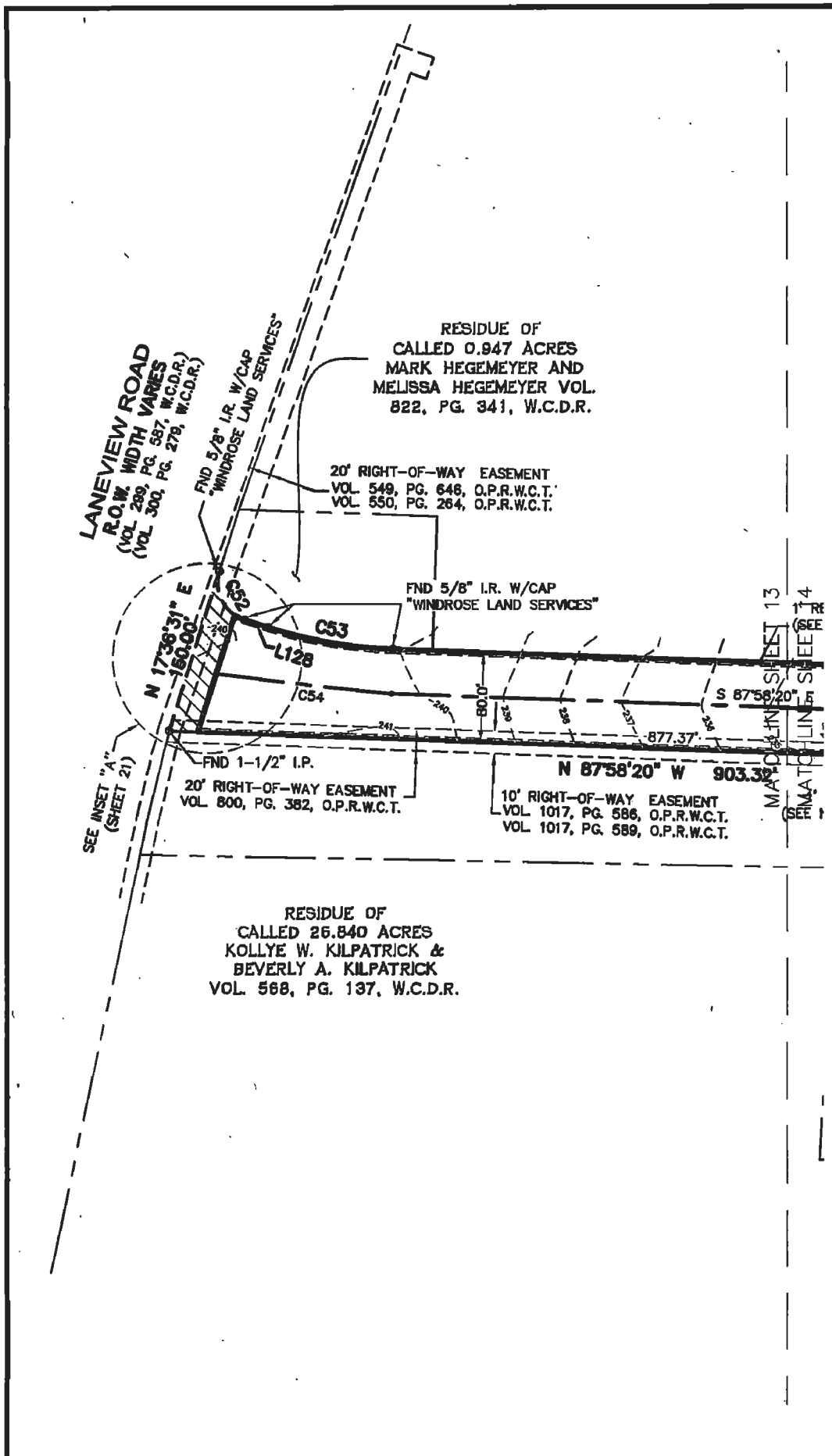


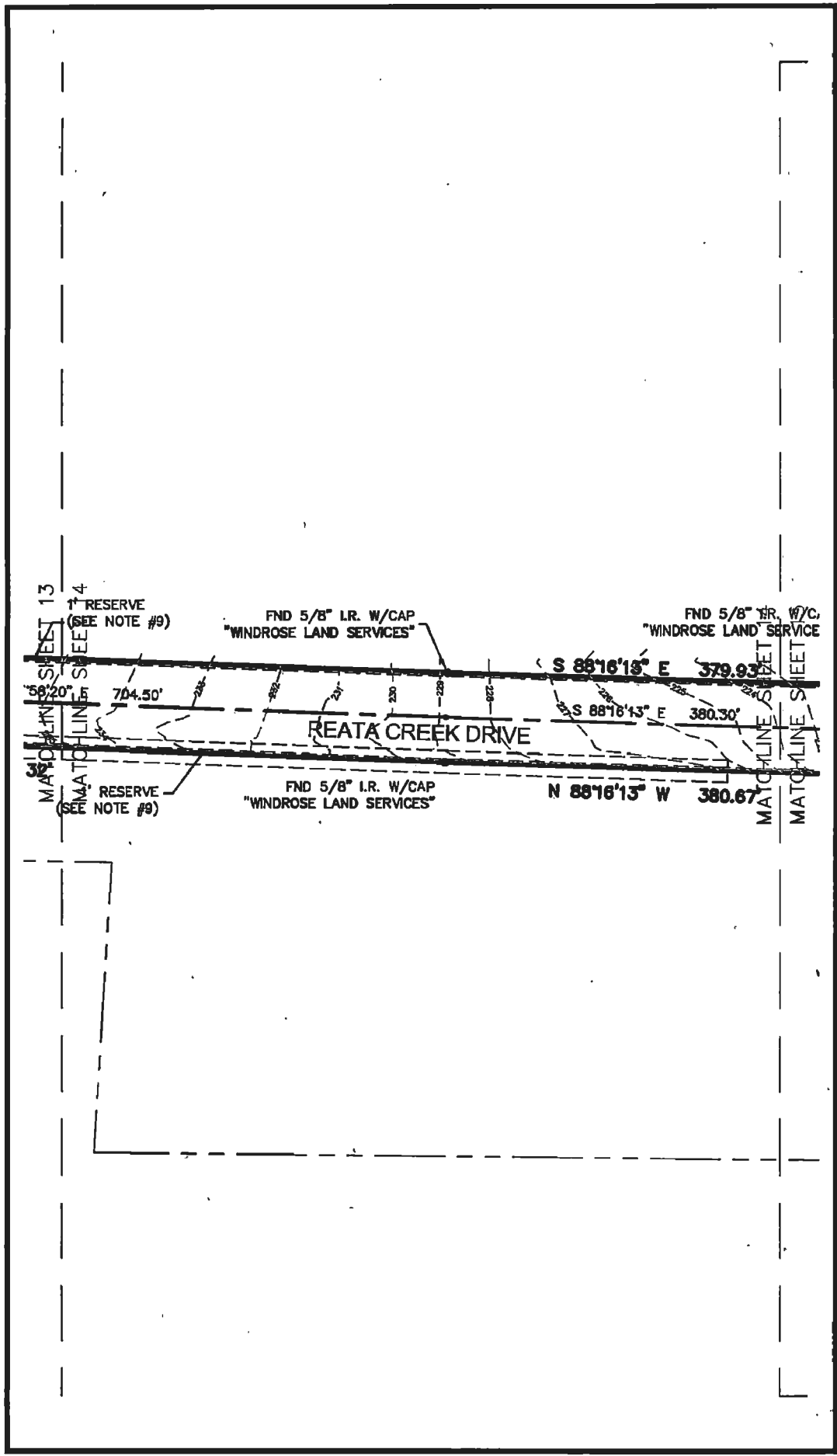


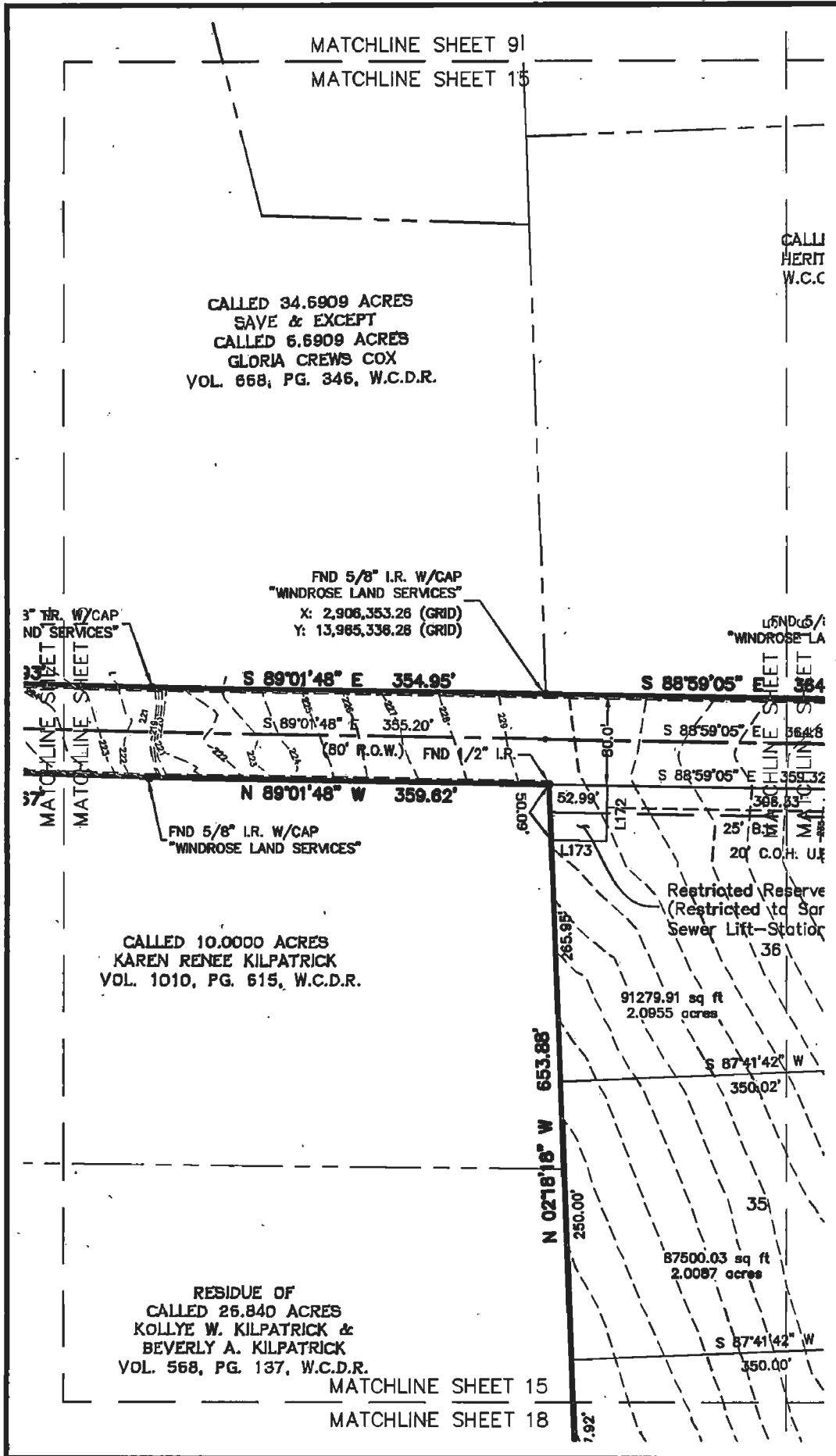




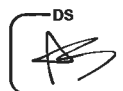


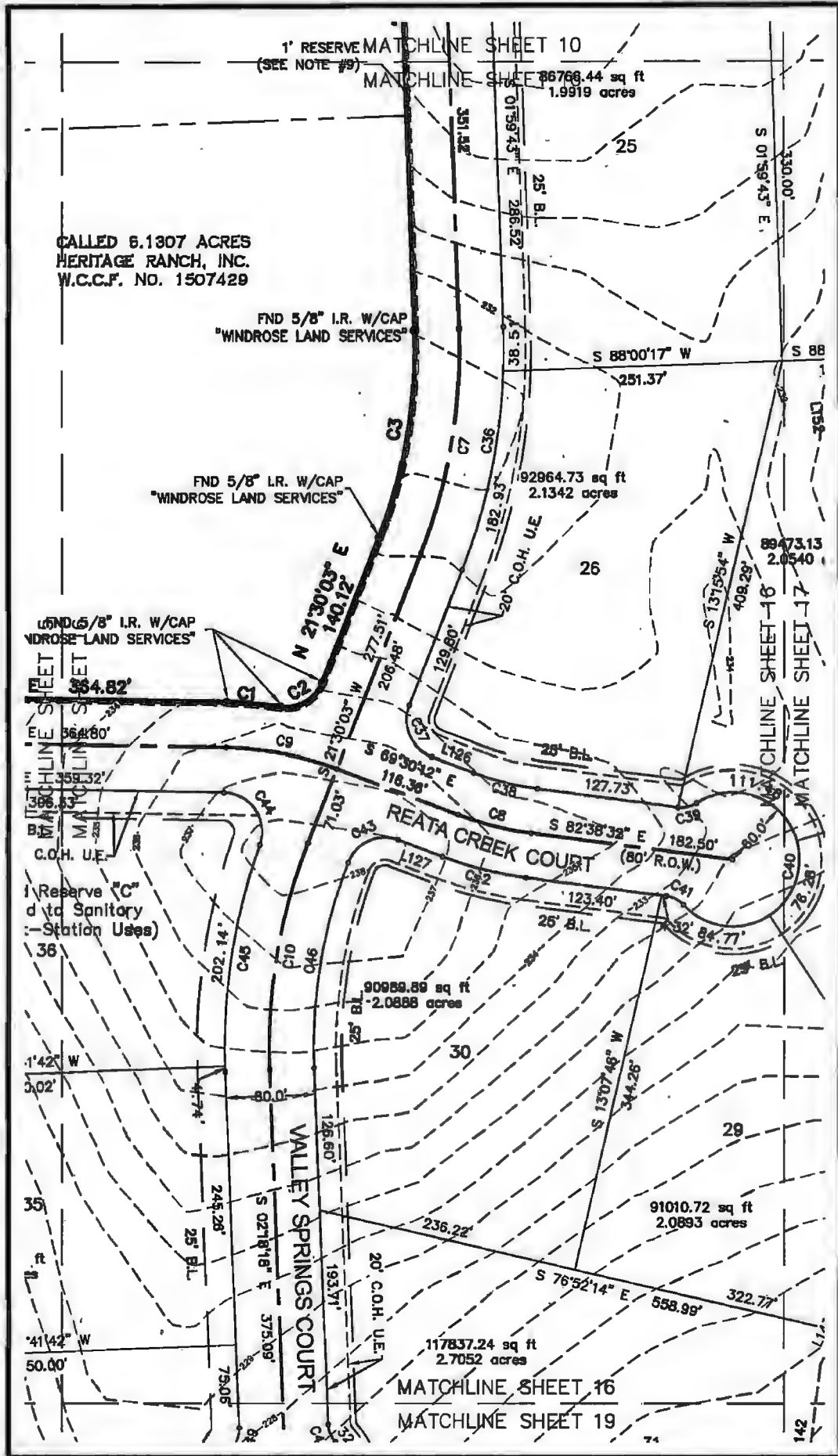






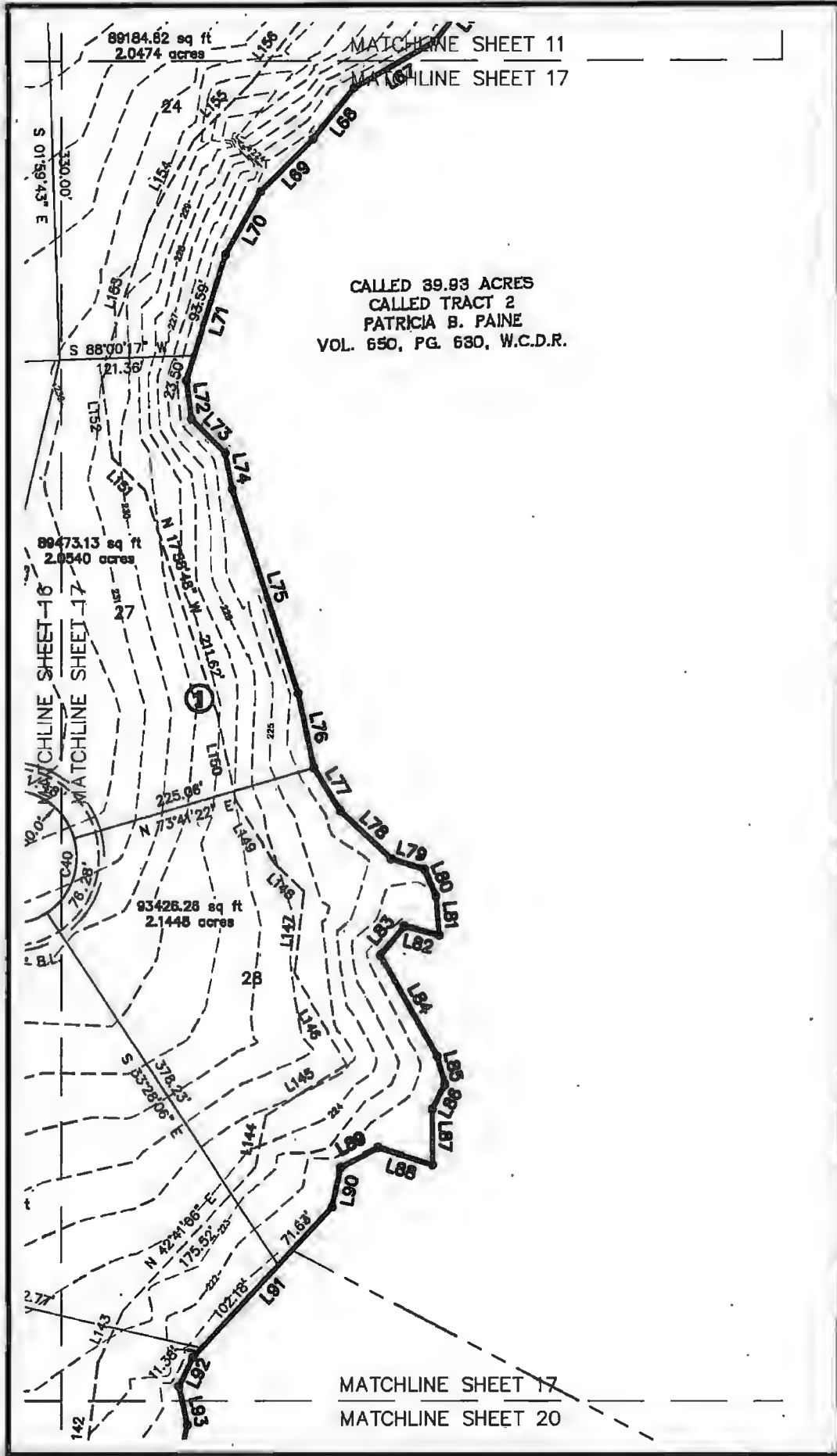
SHEET 15 OF 21

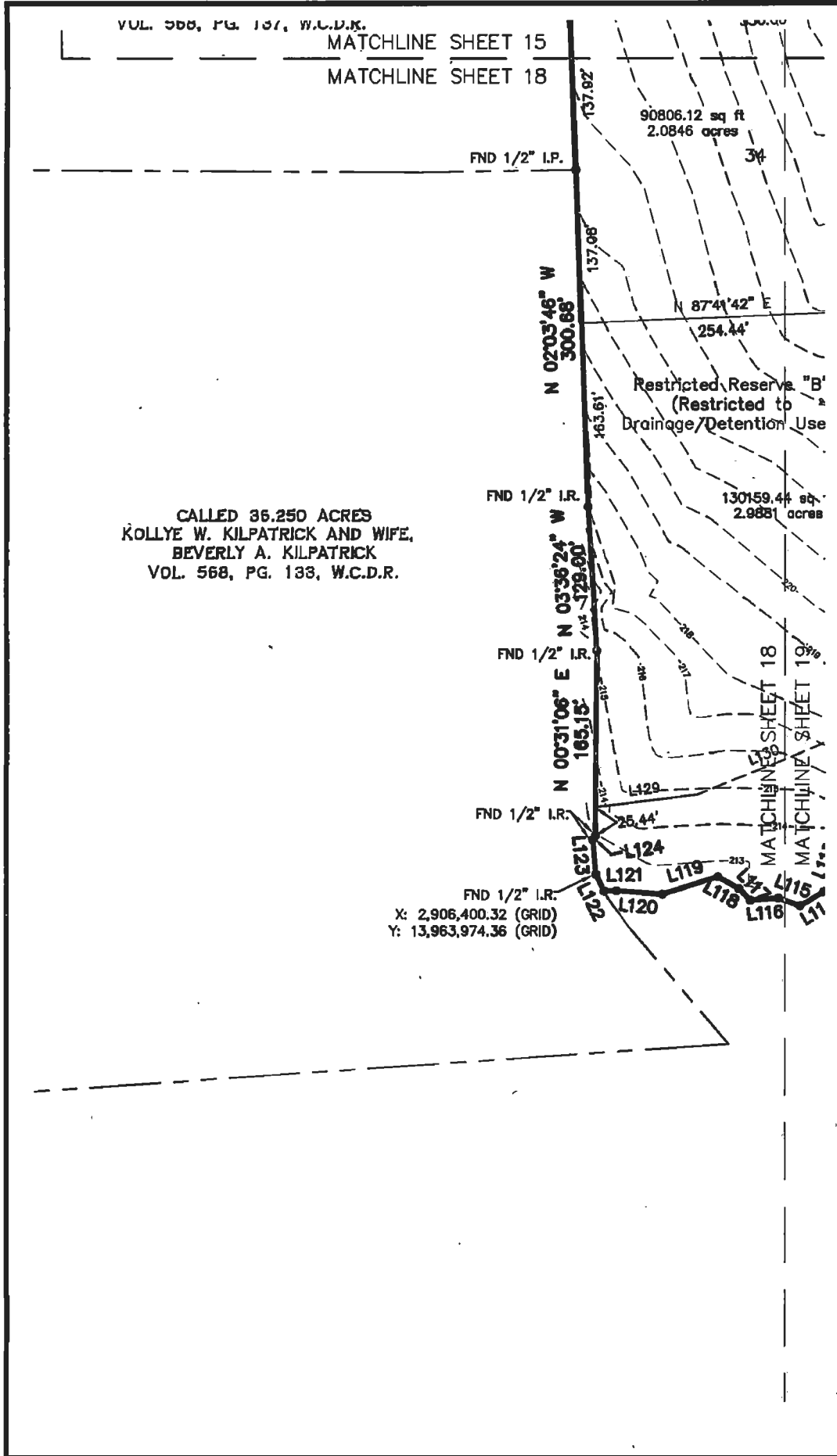




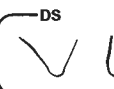
SHEET 16 OF 21



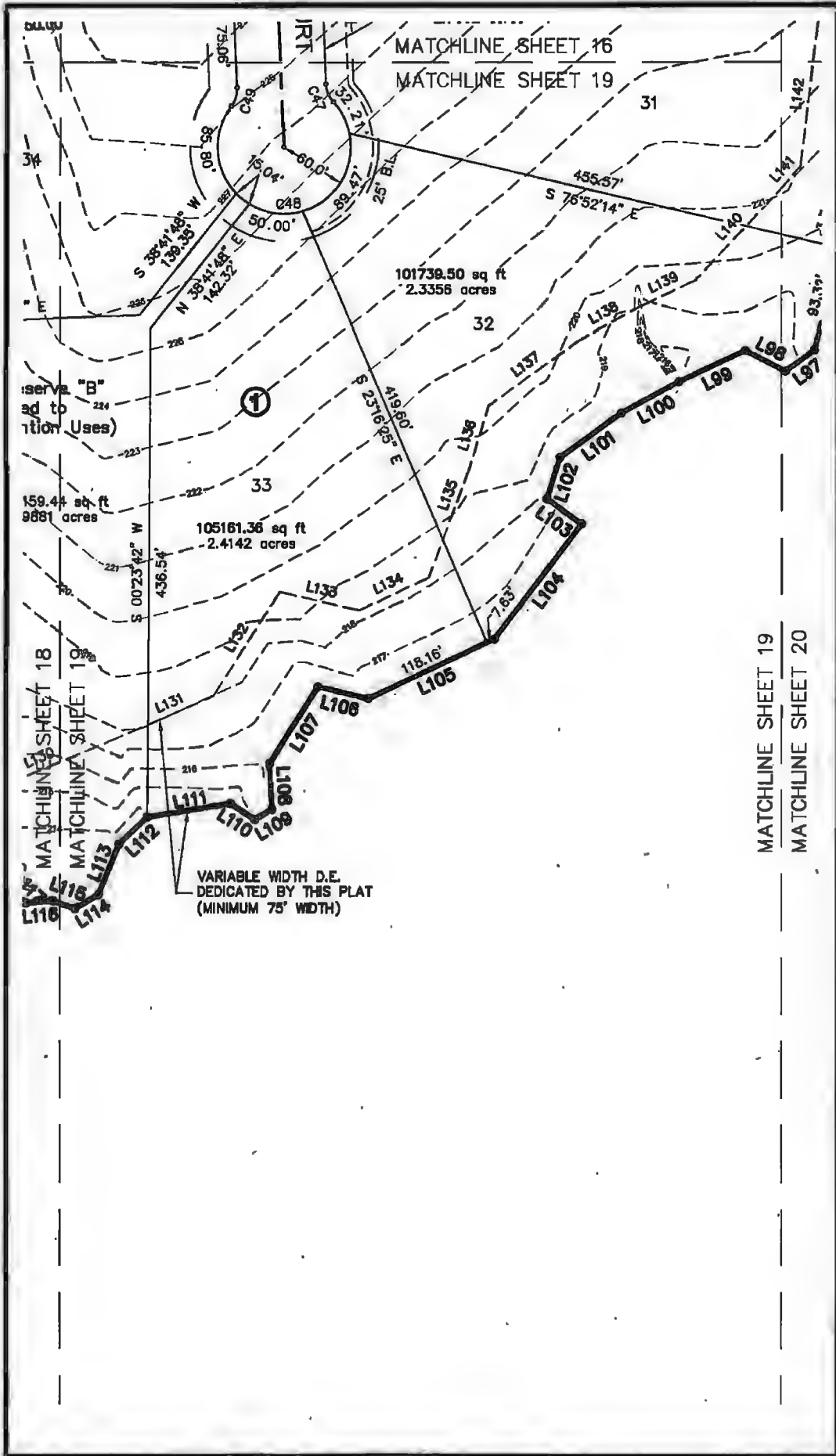


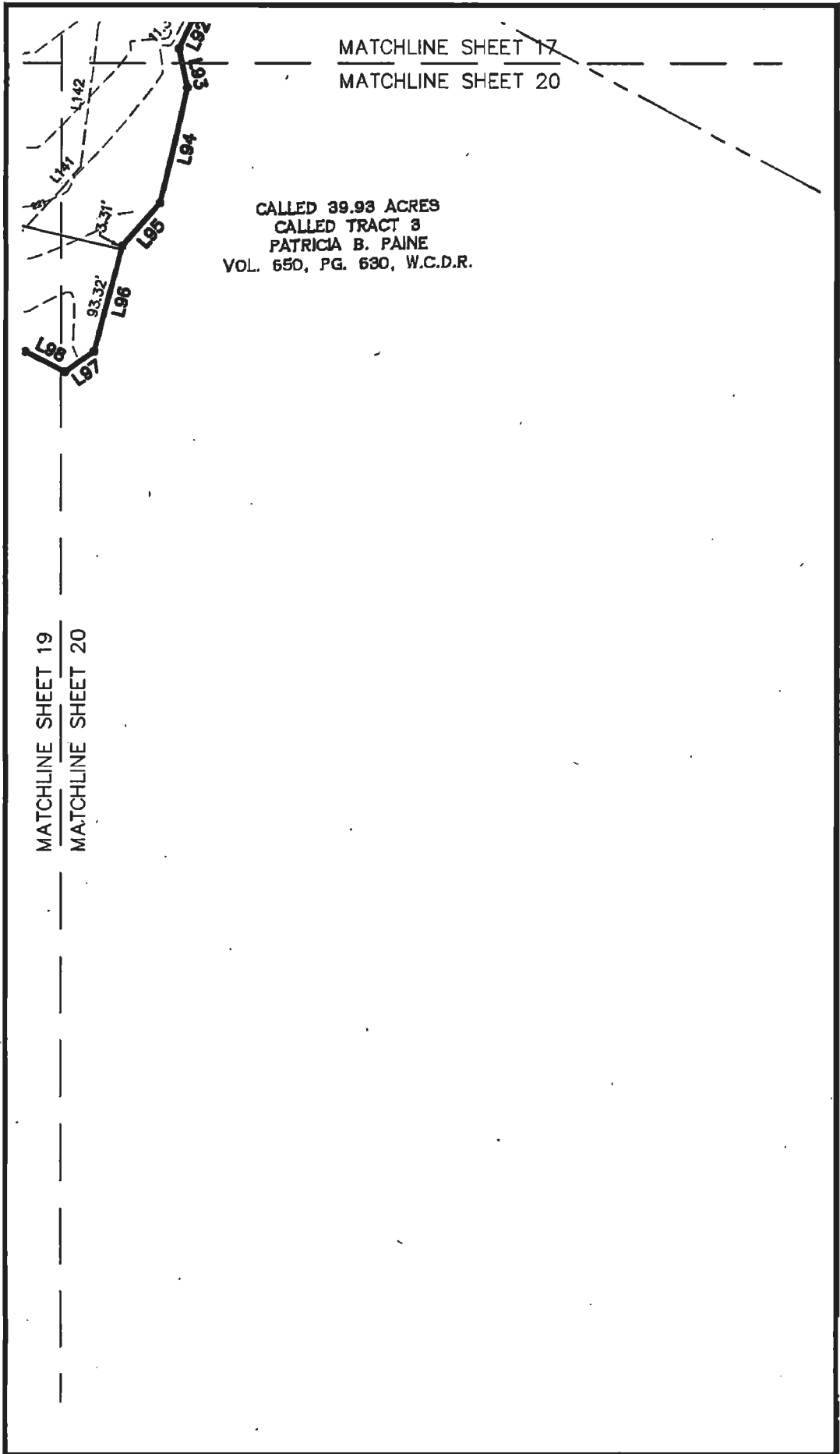


SHEET 18 OF 21





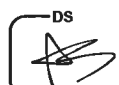


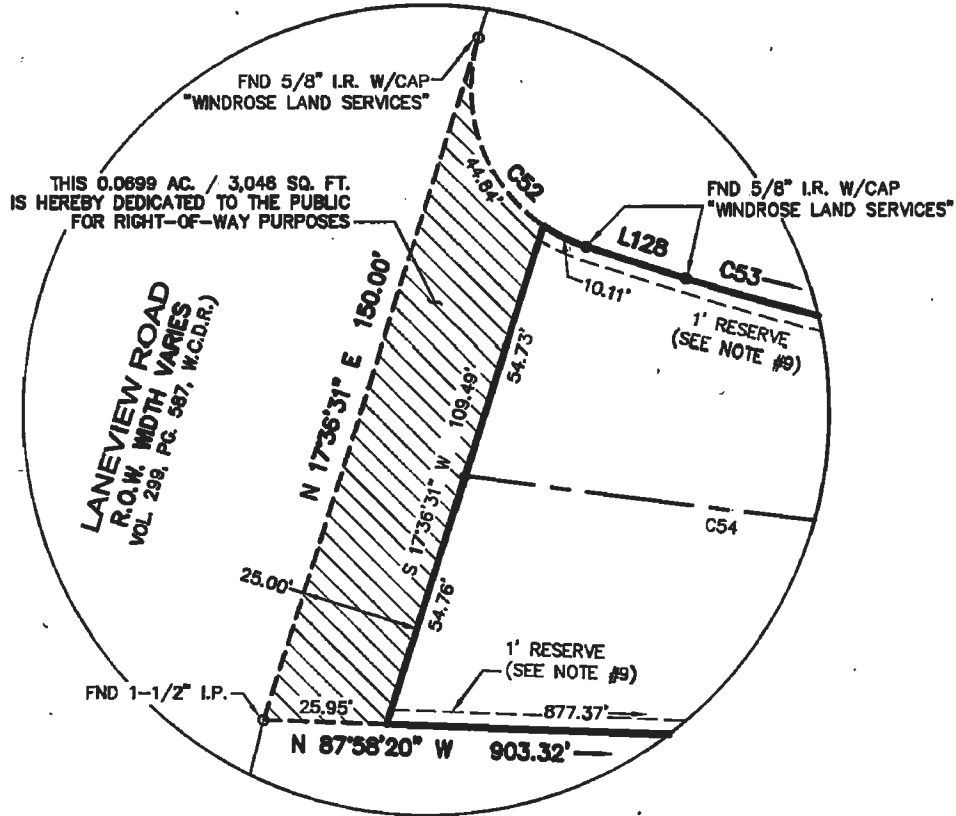


CALLLED 39.93 ACRES  
CALLLED TRACT 3  
PATRICIA B. PAINE  
VOL. 650, PG. 630, W.C.D.R.

MATCHLINE SHEET 17  
MATCHLINE SHEET 20

MATCHLINE SHEET 19  
MATCHLINE SHEET 20





**INSET "A"**  
SCALE: 1" = 30'

**BENCHMARK  
PUBLISHED ELEVATION - 299.1'**

PROJECT BENCHMARK IS NGS BENCHMARK PID 811542, BEING A AZIMUTH MARK DISK SET IN A CONCRETE POST LOCATED APPROXIMATELY 6.8 MILES NORTH OF WALLER, TEXAS ALONG FIELDS STORE ROAD, THENCE 0.95 MILES EAST ALONG A DIRT ROAD, 32 FEET SOUTH OF SAID ROAD, 135 FEET EAST OF THE CENTERLINE OF A DRIVEWAY, 5 FEET NORTH OF A WITNESS POST. ELEVATION = 299.1 (NAVD88)

**TEMPORARY BENCHMARK "A"  
ELEVATION - 230.92'**

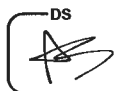
TEMPORARY BENCHMARK "A" IS A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET APPROXIMATELY 112' SOUTHEAST OF THE SOUTHWEST CORNER OF A 8.1307 ACRE TRACT, AS SHOWN ON SHEET 1. ELEVATION = 230.92

**TEMPORARY BENCHMARK "B"  
ELEVATION - 241.94'**

TEMPORARY BENCHMARK "B" IS A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET APPROXIMATELY 844' NORTH-NORTHEAST OF THE NORTHWEST CORNER OF A 0.4613 ACRE TRACT, AS SHOWN HEREON. ELEVATION = 241.94'

**TEMPORARY BENCHMARK "C"  
ELEVATION - 232.12'**

TEMPORARY BENCHMARK "C" IS A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET APPROXIMATELY 112' SOUTHEAST OF THE SOUTHWEST CORNER OF A 6.8312 ACRE TRACT, AS SHOWN ON SHEET 1. ELEVATION = 232.12



**FILED AND RECORDED**

**Instrument Number: 1701347**

**Filing and Recording Date: 02/23/2017 01:26:23 PM Pages: 22 Recording Fee: \$146.00**

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,

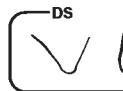
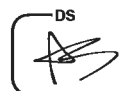


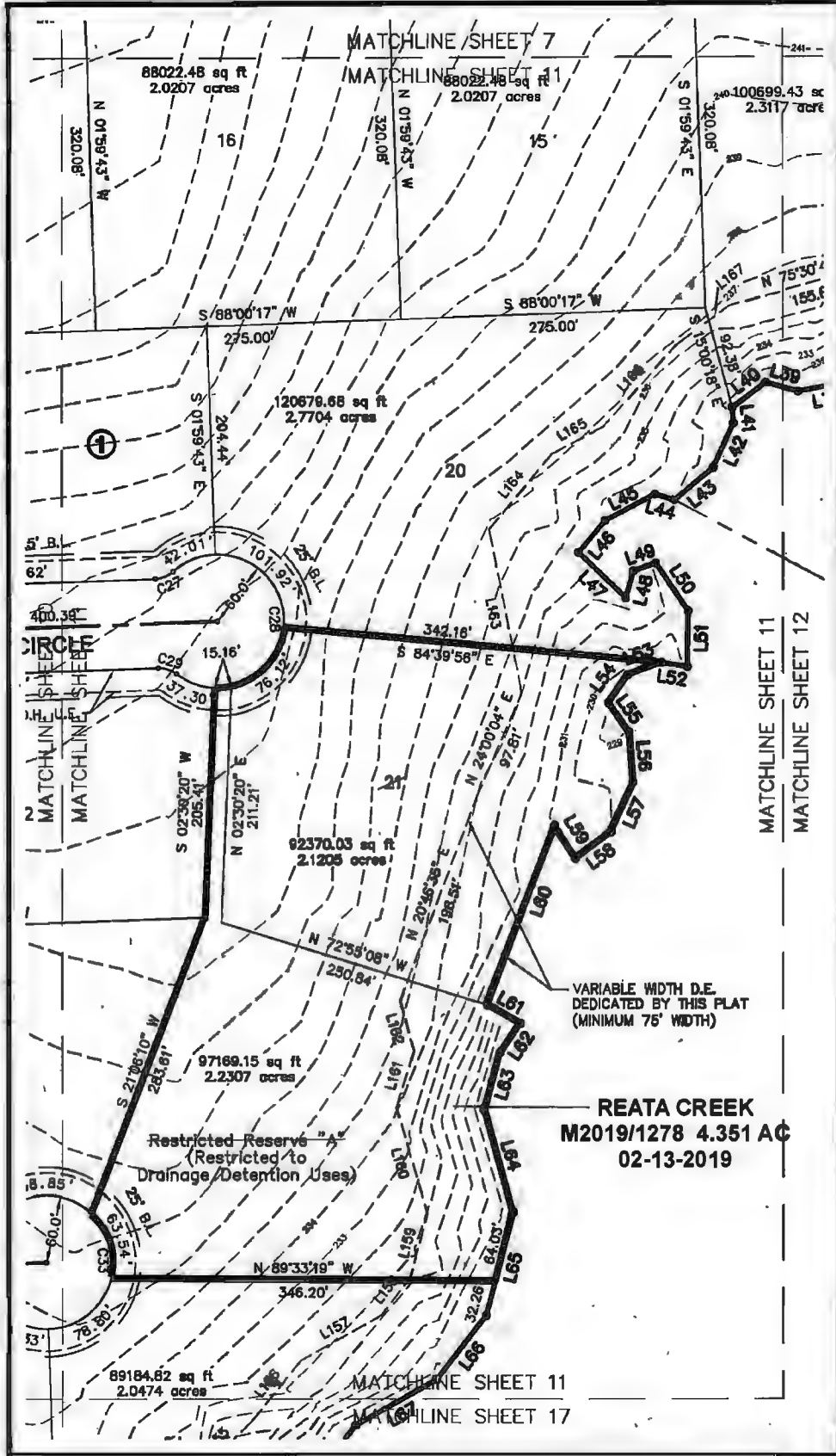
Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

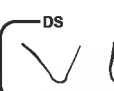
Jenifer Deutrich, Deputy

Returned To:  
WINDROSE SURVEYING & LAND SERVICES LLC





SHEET 11 OF 21



Per Tax Records as well as HAR listing at time of purchase. address shown is 141 Valley Springs Ct. survey address is 141 Valley Springs Drive

DS  
VLS

141 VALLEY SPRINGS DRIVE

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	340.00'	24°08'30"	143.26'	S 14°03'58" E	142.20'
C2	25.00'	78°44'31"	34.79'	S 13°44'03" W	32.05'
C3	25.00'	40°07'08"	17.51'	S 73°39'53" W	17.15'
C4	60.00'	84°06'44"	88.09'	S 51°40'05" W	80.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°59'43" E	43.40'
L2	S 83°36'38" W	17.37'

Lot 4

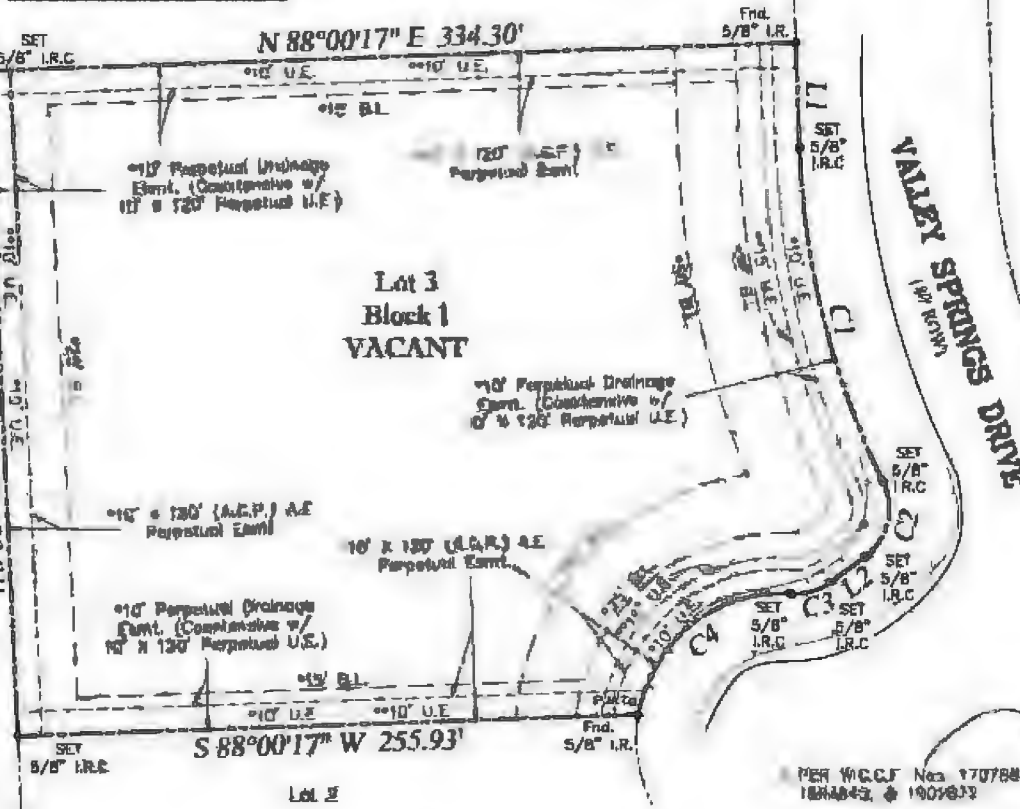
Lot 3  
Block 1  
VACANT



SCALE  
1" = 40'

DELSID E. & ASSOC'S  
MARKET MESSY AND VERA  
MANAGER MESSY  
VUL. REG. NO. 61, 62, 63, 64

Notes:  
Surveyor did not abstract subject property. This survey was prepared with information contained in Title Commitment CD or 13-211700KL of Success Title Guaranty Company, effective date of March 25, 2021, issued date of April 22, 2021, and is subject to the limitations of that commitment.  
One (1) foot reserve dedicated to the public as shown is shown on this survey and no portion of this does not affect subject property.  
Subject to restrictions recorded in L'heg's Plat Nos. 1707804, 1803645, 1803660, and 1803812 of the Official Public Reports of Waller County, Texas.  
Easements as recorded in Vol. 128, Pg. 324; Vol. 299, Pg. 587; Vol. 303, Pg. 3; Vol. 343, Pg. 28; Vol. 472, Pg. 596; Vol. 490, Pg. 640; Vol. 588, Pg. 264; Vol. 608, Pg. 182; Vol. 1017, Pg. 584; Vol. 1017, Pg. 389; and



Reference Description:  
LOT 1 TITLE (3) IN BLOCK ONE (1) OF BEAVER CREEK A SUBDIVISION IN WALLER COUNTY, TEXAS ACCORDING TO THE MAP OR PLAN HEREBY RECORDED IN COUNTY CLERK'S FILE NO. 13015176 THE PUBLIC RECORDS OF WALLER COUNTY, TEXAS.

Field Date	5/23/2021
ABC No.	2021-045-TW
Agent	MARKET MESSY
Client	MESSY AND MESSY INTL
C.P. No.	13-211700KL
Map/Plan No.	06-1-06

141 VALLEY SPRINGS DRIVE  
HEMPSTEAD TEXAS 77445

141 VALLEY SPRINGS DRIVE, HEMPSTEAD, TEXAS 77445. This is a plat of a portion of the land described in the plat of the Survey of the 141 Valley Springs Drive, Hemstead, Texas, recorded in the Public Records of Waller County, Texas, Volume 1017, Page 389, and is subject to the limitations of that commitment.

PLAT NO. 13-211700KL OF SUCCESS TITLE GUARANTY COMPANY, EFFECTIVE DATE OF MARCH 25, 2021, ISSUED DATE OF APRIL 22, 2021, AND IS SUBJECT TO THE LIMITATIONS OF THAT COMMITMENT.

The undersigned have observed and verified a copy of this plat.

428021

428021



DS  
VLS



# 141 Valley Springs Ct, Hempstead, Texas 77445 Waller County

## Flood Map

Flood Zone Code:	<b>X</b>	Special Flood Hazard Area (SFHA):	<b>Out</b>
Flood Zone Date:	<b>05/16/2019</b>	Within 250 Feet of Multiple Flood Zone:	<b>No</b>
Flood Zone Panel:	<b>48473C0135F</b>	Flood Community Name:	<b>WALLER COUNTY</b>
Flood Code Description:	<b>Zone X-An Area That Is Determined To Be Outside The 100- And 500-Year Floodplains.</b>		



- Coastal 100-Year Floodway
- Coastal 100-year Floodplain
- 100-year Floodway
- 100-year Floodplain
- Undetermined
- 500-year Floodplain Incl. levee protected area
- Out of Special Flood Hazard Area

This map/report was produced using multiple sources. It is provided for informational purposes only. This map/report should not be relied upon by any third parties. It is not intended to satisfy any regulatory guidelines and should not be used for this or any other purpose.

Property Type is 'Lots'  
 Status is 'Sold'  
 Status Contractual Search Date is 10/03/2022 to 07/17/2014  
 Street Number Search is 141  
 City/Location is 'Hempstead'  
 Ordered by Status, Current Price  
 Found 1 result in 0.02 seconds.

DS DS