

* BEING RE-RECORDED TO ADD EXHIBIT. "

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 MONTGOMERY

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DECLARATION

**OF
COVENANTS, CONDITIONS
RESERVATIONS AND RESTRICTIONS
OF
REAGAN RESERVE**

WHEREAS, REAGANAACI, LLC ("DECLARANT"), is the owner of all that certain tract of land in Montgomery County designated as REAGAN RESERVE according to the map thereof attached hereto as Exhibit "A";

WHEREAS, DECLARANT desires to create and provide for the development improvement and maintenance of REAGAN RESERVE, 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, DECLARANT 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 REAGAN RESERVE which comprises all of the designated lots in REAGAN RESERVE therein according to the map thereof attached hereto as Exhibit "A".

I.
DEFINITIONS

1. The following terms when used herein shall have the following meanings:
 - A. "DECLARANT" shall mean REAGANAACI, LLC, a Texas Limited Liability Company, its successors and assigns.
 - B. "REAGAN RESERVE" shall mean the REAGAN RESERVE SUBDIVISION.
 - C. "SUBDIVISION" shall mean REAGAN RESERVE, which consists of all of the designated Tract/Lot Numbers 1 thru 15, according to the map thereof attached hereto as Exhibit "A".

D. "LOT", "PARCEL", or "TRACT" shall mean those plots of land shown on the map of the SUBDIVISION attached hereto as Exhibit "A".

E. "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.

F. "COMMITTEE" shall mean and/or refer to the Architectural Review Committee (ARC) established under the provisions of this document, its successors and assigns. The COMMITTEE will remain in place until 100% of the lots are sold. At that time, the then record Owners of a majority of the Parcels in **REAGAN RESERVE** may elect new members to continue in serving capacity of the COMMITTEE; however, if no COMMITTEE exists, any property owner has the right (not obligation) to enforce these covenants against any other property owner.

G. "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.

H. "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.

I. "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.

J. References to the singular shall include the plural, and the plural shall include the singular.

K. Terms utilizing bold, capital letters are used as defined terms. Terms utilizing regular upper and lower class casing are used generically unless otherwise indicated.

L. "Association" shall mean and refer to **REGAN RESERVE Homeowners Association, Inc.**, a Texas non-profit corporation, provided for in this document, its successors and assigns.

M. "Common Areas" shall mean all real property if any owned by the Association for the common use and enjoyment of Owners.

II.
RESERVATIONS AND DEDICATIONS

1. In so authenticating said map for record and in so dedicating the use of the Superior Ln as shown thereon to the Owners for ordinary roadway purposes only, there was reserved and there is hereby expressly reserved in **DECLARANT** or the HOA 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 **DECLARANT** conveying any property in the SUBDIVISION or any part thereof:

A. **DECLARANT** and Owners agree and except that there will be no public roadways in Reagan Reserve and that the 50 feet Private Road Easement reflected on Exhibit "A" is located on the lots with the centerline being the property line between the Lots as reflected therein. **DECLARANT** hereby dedicates said 50 foot Road Easement to the Association with the centerline of said Easement being the common property line and extending 25 feet on either side as reflected on Exhibit "A". Said 50 foot Road Easement will be constructed and maintained as detailed in the Restrictions.

B. **DECLARANT** 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, 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. The only existing public utility is power. Owner shall be responsible for the installation of private septic tank, water well and propane tank

C. **DECLARANT** 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 **DECLARANT** 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. Owner shall be responsible for private septic tank, water well and propane tank.

D. **DECLARANT** hereby dedicates to the public, a perpetual utility easement in, along, under, over, across, and through a fifteen (15) foot strip around all interior property lines (40' along front property line, so as to extend 15' beyond the 50' private road easement) and a thirty (30) foot wide strip around the entire perimeter of the SUBDIVISION as reflected on Exhibit "A". The utility easement strip shall be measured from the property line of each PARCEL inward. With respect to such easement, **DECLARANT** and any Utility Company

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 maintain width at and below normal ground level, extending upward to a plane one hundred twenty (120) feet above the ground. **DECLARANT** 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. Any utilities that extend beyond the perpetual electrical utility easement shall be underground if less than two hundred (200) feet. Underground utilities between the transformer and home are encouraged.

F. **DECLARANT** 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.

G. The conveyance by **DECLARANT** 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 **DECLARANT**. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities and appurtenances is expressly reserved in **DECLARANT**.

2. The foregoing Reservations of rights and easements shall not obligate **DECLARANT** 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. All rights-of-way, utility easements and setbacks identified above and called out on Exhibit "A" are recognized and accepted by all Lot Owners.

III. **RESTRICTIONS**

For the purpose of creating and carrying out a uniform plan for the parceling and sale of **REAGAN RESERVE** 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 **REAGAN RESERVE**. 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 Article are broad and sweeping and an extremely wide range of activities are regulated hereby. Owners are advised to review this Article and 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. 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 Review 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 have been submitted in electronic format and approved in writing by the COMMITTEE as hereinafter provided. Builders may submit their design plans as master design plans, which plans must include all specifications, including specifications as to brick color and paint color that may be used when building each design. The COMMITTEE 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 COMMITTEE, experienced or qualified to review same, who may then render an opinion to the COMMITTEE. 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 approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be approved.

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 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 COMMITTEE may file suit. 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 Homesite 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 COMMITTEE 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 the completion of construction. OWNER has eighteen (18) months to complete construction once commenced. If construction is not completed before the designated completion date the plans shall be deemed not approved.

2. **Single Family:** Except as otherwise herein provided, each PARCEL in REAGAN RESERVE 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 single family. Care takers of the Owners shall be permitted to occupy the dwelling.

The following may not be built on any PARCEL in REAGAN RESERVE: hospitals, clinics, rest homes, duplex houses, apartment houses, mobile homes, hotels, or any industrial or high-traffic commercial business.

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 2500 square feet;

B. 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 twenty (20) percent masonry or other material specifically approved in writing by the COMMITTEE. 100% board and batten construction shall be permitted.

C. The surface of all roofs of principal and secondary structures shall be shakes, tile, thirty (30) plus-year composition shingle, or metal roof. 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;

D. 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.

E. All driveways shall be constructed of concrete or asphalt from the edge of street and extend to the 40' PUE setback. From 40' set back, driveways can be constructed of material of OWNER's choice.

F. 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 from view.

G. The COMMITTEE shall have the right to require an OWNER to mitigate any abnormal or excessive noise from external devices such as pool filters, septic circulators and air conditioning units.

H. Homesites will be used for single-family residential use with improvements (barn, corral, etc.) allowed for restricted agricultural use.

I. All permanent out buildings, barns, garages, or other structures are not required to comply with the aesthetic rules that apply to the main building but must be consistent in appearance and quality to the primary structure. Prior written approval of the COMMITTEE is required before any such building can be erected or placed on a LOT. Prefabricated portable buildings and light steel erected "barn/carport kits" are prohibited.

J. No eighteen (18)-wheel tractor-trailer trucks shall be allowed to park in the SUBDIVISION or on any Lot beyond the period of time that construction is ongoing for that lot. Long-term parking of eighteen (18)-wheel tractor-trailer trucks is prohibited at any time.

K. No building or structure, except fences, shall be located on any PARCEL nearer to the front property line than one hundred (100) feet, or nearer to either side of the property line than forty (40) feet, or nearer to the back property line than forty (40) feet; unless approved by the COMMITTEE.

L. 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. Any driveway requiring drainage shall comply with county specifications.

M. 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;

N. 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;

O. Each LOT OWNER must install and maintain, at the OWNER'S expense, his own private septic system, in accordance with Montgomery 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.

P. Each LOT OWNER must install and maintain, at the OWNER'S expense, his own private water well, in accordance with Montgomery County specifications. The OWNER shall be responsible for obtaining all necessary permits, tests and maintaining the water well as required by all governmental regulations. The installation of water well is subject to prior written approval of the COMMITTEE. Owners are responsible to determine potability of ground water and whether any treatment thereof is necessary.

Q. MAILBOXES. The United States Postal system requires cluster box mailboxes, and as such in individual mailboxes shall not be permitted on any lots.

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, 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. 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 COMMITTEE. The COMMITTEE may adopt rules or policies to further define what constitutes a nuisance, as warranted.

B. Incidental farm and ranch business uses shall be permitted; however, business plans must be submitted to COMMITTEE for approval prior to proceeding with said business. A commercial shooting range, machine shops, mechanic shops, car lots, junkyards, church, pre-school, beauty parlor, or barber shop or other business the Committee deems unacceptable is strictly prohibited.

C. Each PARCEL shall be allowed one large animal (i.e. horse or cow) or two small animals (i.e. goat, sheep, alpaca) and 3 poultry for every one (1) acre or fraction of an acre. No more than 4 outside dogs allowed.

Swine allowed only for 4-H or similar use youth projects.

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. **DECLARANT** 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 five (5) 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 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 or a screened 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. Weekend camping is allowed; however, extended dwelling in an RV greater than thirty (30) days is only permitted during the 18 month construction phase.

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 streets abutting the same. During any construction project, all debris 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 manner. There is no trash service provided by any Municipality. As such Owners must individually contract with a private trash service.

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 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. 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) The removal of trees over 6 inches in diameter must be approved by the ARC.

all in a manner and with such frequency as is consistent with aesthetics, safety and good property management. Areas promoted for natural wildlife habitat are exempt from the above requirements.

The COMMITTEE and its agents shall have the right after thirty (30) 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 COMMITTEE 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.

If a lot is not in compliance with this regulation, **DECLARANT** or the COMMITTEE may mow the premises and/or remove any trash, rubbish or debris and bill the lot owner for the cost thereof.

J. REAGAN RESERVE currently has an Wild Life exemption. Declarant makes no representations as to whether the County will continue to allow an Wild Life tax exemption on a Lot. Property Owner will be solely responsible for maintaining tax exempt status (i.e. Honey Bees, Hay, Cattle, ETC.)

K. Front Fencing shall be offset 25' from front property line and shall consist of wooden coral board, painted metal pipe or wrought iron and shall extend along the side property line to the 100' building set back. Side and back Fencing may be of a standard farm and ranch quality. Barbed Wire fencing is prohibited. Privacy fencing shall only be permitted around backyard and/or swimming pools. LOT OWNER shall maintain all fencing; All fencing to be professionally installed.

L. 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;

M. Guns shall only be permitted to be discharged in the SUBDIVISION for personal protection. Hunting is restricted to Archery ONLY.

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. 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; Owners acknowledge that of existing oil and gas activity on the Property is grandfathered.

O. All structures currently on any tract are exempt from ARC approval and are therefore grandfathered, said improvements including but not limited to existing structures, utilities, and oil and gas equipment and pipelines.

IV.
ARCHITECTURAL REVIEW

There is hereby created the Architectural Review Committee (ARC), which shall consist of three (3) members. The initial Architectural Review Committee is composed of:

CAMERON CUNNEEN
ALEX STRINGFELLOW
NANCY PERRY

Phone calls to ARC is restricted to 9AM – 4PM Monday-Friday or anytime via email.

A majority of the Architectural Review Committee 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. The COMMITTEE'S approval or disapproval as required by the *Restrictions* shall be in writing.

1. 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 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, 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 disapprove plans, specifications, designs, and plot plans. 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.

2. Neither DECLARANT, 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 DECLARANT, the members of the COMMITTEE, or its representatives, to recover any such damages.

V.
REAGAN RESERVE HOMEOWNERS' ASSOCIATION, INC..

1. **Creation.** The ASSOCIATION, a Texas non-profit corporation, shall be incorporated with its initial registered office in Montgomery County, Texas and with its principal office located at 10525 Superior Rd Magnolia, TX 77354.

2. **Incorporation.** **DECLARANT** shall cause the ASSOCIATION to be incorporated, and **DECLARANT** shall have the power to elect all members of the Board of Directors and to fill any vacancies occurring therein until **DECLARANT** has conveyed by deed, in the aggregate, eighty percent (80%) of the LOTS in **REGAN RESERVE**, and any future acreage developed under a common scheme or plan of development by **DECLARANT**, according to map attached hereto on Exhibit "A". 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. **DECLARANT** 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, utilities; 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 **DECLARANT** develops further acreage under a common scheme or plan of development, as **DECLARANT**, 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.

VI.
ASSESSMENT CHARGE

1. **Creation of Annual Maintenance Charge.** Each PARCEL in **REGAN RESERVE**, is hereby subjected to an annual maintenance charge of One Thousand and No/100 Dollars (\$1,000.00) per year, payable annually in advance by the OWNER of each PARCEL on the 31st day of January of each year, beginning 2022 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 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 2021 through 2031 and shall be extended automatically for successive periods of ten (10) years unless before 2031, or before the 31st 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 Montgomery County, Texas. Montgomery County only exempts subdivisions from platting requirements and oversight of road construction if each lot is greater than 10 acres. Subdividing lots in Reagan Reserve to be less than 10.01 acres prohibited. Disbandment of maintenance fund will require county acceptance of private road (Superior Lane) to become a public road.

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 (30th) 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 Montgomery 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 Superior Ln, easements, entrance, 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), 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 2021 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 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. **Declarant Exempt.** DECLARANT shall not be liable or in any way responsible for the payment of any maintenance charge provided for herein.

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

VIII.

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 LOT OWNERS, 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 LOT OWNERS shall have the power to bid in an interest at foreclosure sale and to acquire and hold, lease, mortgage, and convey the property.

IX.

DECLARANT ROAD MAINTENANCE FUND

1. DECLARANT agrees at each Lot Closing to pay \$15,000.00 out of DECLARANT'S net proceeds into the Association. Their funds will be held in Escrow by the Association until such time that the Association has determined that enough of the initial construction of Improvements on the Lots have been completed to justify black topping the Road Easement which is known as Superior Lane. Payment on all lots due within 1 year of first lot closing. The Association shall be permitted to invest the Road Capital Funds in interest bearing account. In the event that the black topping cost exceeds \$225,000, DECLARANT may make a Special Assessment to each Lot Owner on a prorated basis to pay for any amount that exceeds \$225,000. In the event the black topping is less than \$225,000 any remaining funds should be paid over to the Association.

X.

PRIVATE UTILITIES

1. All lots are to be served by private water, septic and propane gas at owner's sole expense.

XI.

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 LOT OWNER from his/her personal obligation and liability, therefore.

XII.
RE-SUBDIVISION

1. No Lot may be re-subdivided into Lots less than 10 acres.

XIII.
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 **REAGAN RESERVE** and accordingly, shall be covenants running with the land. Any OWNER or lienholder of any of the property 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 Montgomery County, Texas, until the 1st day of October, A.D., 2041, 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 **REAGAN RESERVE** and duly recorded in Official Records of Montgomery 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 **REAGAN RESERVE** 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 **REAGAN RESERVE** herein and **REAGAN RESERVE** shall thereafter be released from any future liabilities. The term **REAGAN RESERVE** 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. **DECLARANT** 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.

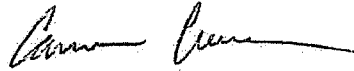
7. The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

8. **DECLARANT**, 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.

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 9 day of JULY, 2021.

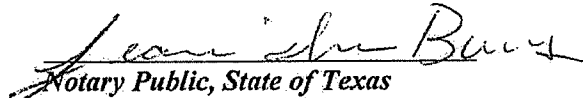
REAGANAACI, LLC



By: CAMERON CUNNEEN, Manager

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

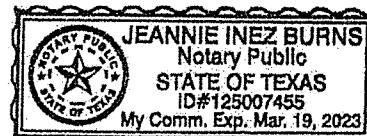
This instrument was acknowledged before me on the 9 day of July 2021, by **CAMERON CUNNEEN**, Manager of REAGANAACI, LLC, A TEXAS LIMITED LIABILITY COMPANY, on behalf of said Company.



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.



E-FILED FOR RECORD
07/20/2021 04:38PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

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

07/20/2021



County Clerk
Montgomery County, Texas

METES AND BOUNDS DESCRIPTION
of a
160.28 Acre Tract
Thomas J. Nichols Survey, A-397, Montgomery County, Texas
May 14, 2021

All that certain tract or parcel of land lying and being situated in Montgomery County, Texas, being a part of a called 160.310 acre tract as described in a Warranty Deed with Vendor's Lien from James D. Gras, et ux to REAGANAACI, LLC, dated August 21, 2020, of record in Document No. 2020092134 of the Deed Records of Montgomery County, Texas, the herein described easement being more fully described by metes and bounds as follows:

BEGINNING at a found 4-1/2 inch by 4-1/2 inch square concrete monument with a 3/4 inch iron rod inside for the Southwest corner of the called 160.310 acre tract mentioned above, the Northwest corner of a 7.25 acre tract as described in a Deed to Gary Canady, et ux (Doc #: 9717181) and same being an Easterly angle point of the Country Forest West, Section 1 (Plat – Doc #: 7720230);

THENCE N 13°55'55" E, 2,067.51 ft., along the generally fenced and apparent Southeast line of Country Forest West, Section 1 (Doc #:7720230), the East line of a called 3.39 acre tract as described in a Deed to Claudio McFadden (Doc #: 2003067837), the East line of a called 3.456 acre tract as described in a Deed to Claudia McFadden (Doc #: 2005092979), a portion of an East line of a called 13.438 acre tract as described in a Deed to Barry J. Barnes (Doc #: 2019003728) and a Northwest line of the called 160.310 acre tract mentioned above to a found 4-1/2 inch by 4-1/2 inch concrete monument with a 3/4 inch square rod inside for the Northwest corner thereof and same being the Southwest corner of a called 93.644 acre tract as described in a Deed of Trust to David R. Boruff (Doc #:2020012442);

THENCE S 75°49'29" E, 3,653.11 ft., along the generally fenced and North line of the called 160.310 acre tract mentioned above, the South line of said 93.644 acre Boruff tract and a South line of a called 40.020 acre tract as described in a Deed to the Garza Family LP (Doc #: 2020073035) to a found 4-1/2 inch by 4-1/2 inch concrete monument with a 3/4 inch iron rod inside for an interior corner thereof and the Northeast line of said 160.310 acre tract;

THENCE S 11°43'07" W, 2,096.55 ft., along a West line of said 40.020 acre Garza tract, the West line of a 60 ft. strip conveyed to the County of Montgomery (1014/276), the West line of a called 4.6986 acre tract as described in a Deed to James D. Gras, et ux (Doc #: 99023302), the West line of a called 5.195 acre tract as described in a Deed to John B. Lucas, et ux (Doc #: 346720), the West line of a called 5.267 acre tract as described in a Deed to Charlene Shive Curtis (Doc #: 8922604), a West line of a called 1.686 acre tract as described in a Deed to David S. McKenzie, et ux (Doc #: 99020714) and a West line of the called 160.310 acre tract mentioned above to a found 5/8 inch iron rod, with cap, for the Southeast corner thereof, a Westerly corner of said 1.686 acre McKenzie tract and the Northeast line of a called 2.3475 acre tract as described in a Deed to Jose Rodriguez, et ux (Doc #: 2000099513) which is also the Northeast corner of Lot 41, Section 1, Country Forest (Unrecorded);

THENCE N 75°24'30" W, 900.91 ft., along a generally fenced and North line of Country Forest, Section 1 and a South line of the called 160.310 acre tract mentioned above to a Point for corner for a Southwest corner thereof, from which a found 5 inch iron pipe fence corner post in concrete brs. S 25°33'25" E, 0.75 ft. and a found 1/2 inch iron rod, disturbed, brs. S 12°38'16" W, 1.60 ft.;

THENCE N 14°42'16" E, 300.39 ft., along a generally fenced and East line of Country Forest, Section 1 and a West line of the called 160.310 acre tract mentioned above to a found 1/2 inch iron rod, in concrete and at the Northeast base of a 5 inch iron pipe fence corner post, for an interior corner thereof;

THENCE N 75°25'14" W, 2,347.11 ft., along a generally fenced and North line of Country Forest, Section 1 and a South line of the called 160.310 acre tract mentioned above to a found 1/2 inch iron rod for an interior corner thereof;

THENCE S 14°35'47" W, 299.89 ft., along a generally fenced and West line of Country Forest, Section 1 and an East line of the called 160.310 acre tract mentioned above to a Point for the Southeast corner thereof in the North line of a called 7.25 acre tract as described in a Deed to Gary Canady, et ux (Doc #: 9717181) which is also a North line of Country Forest, Section 2 (Unrecorded), from which a found 1/2 inch iron rod brs. N 14°35'47" E, 0.22 ft.;

THENCE N 75°24'30" W, 486.85 ft., along a generally fenced and North line of said 7.25 acre Canady tract and a South line of the called 160.310 acre tract mentioned above to the **PLACE OF BEGINNING** and containing 160.28 acres of land.

Basis of Bearings & Distances:

Grid North, State Plane Coordinate System of 1983, Central Zone, Leica RTK Network. All distances and areas are grid and can be converted to surface by dividing by a combined scale factor of 0.999 971 55.



Steven M. Wisnoski 05-14-2021
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2020-12-30-02



METES AND BOUNDS DESCRIPTION
of a
30 ft. Public Utility Easement "A"
Thomas J. Nichols Survey, A-397, Montgomery County, Texas
May 14, 2021

All that certain tract or parcel of land lying and being situated in Montgomery County, Texas, being a part of a called 160.310 acre tract as described in a Warranty Deed with Vendor's Lien from James D. Gras, et ux to REAGANAACI, LLC, dated August 21, 2020, of record in Document No. 2020092134 of the Deed Records of Montgomery County, Texas, the herein described easement being more fully described by metes and bounds as follows:

BEGINNING at a found 4-1/2 inch by 4-1/2 inch square concrete monument with a 3/4 inch iron rod inside for the Southwest corner of the called 160.310 acre tract mentioned above, the Northwest corner of a 7.25 acre tract as described in a Deed to Gary Canady, et ux (Doc #: 9717181) and same being an Easterly angle point of the Country Forest West, Section 1 (Plat – Doc #: 7720230);

THENCE N 13°55'55" E, 2,067.51 ft., along the generally fenced and Northwest line of the called 160.310 acre tract mentioned above and along the West line of the herein described easement which is 30 ft. right of this line a found 4-1/2 inch by 4-1/2 inch concrete monument for the Northwest corner of said 160.310 acre tract;

THENCE S 75°49'29" E, 210.30 ft., along a portion of the Northeast line of the called 160.310 acre tract mentioned above and along a portion of the North line of the herein described easement which is 30 ft. right of this line to a set 5/8 inch iron rod;

THENCE along (2) lateral lines of this easement being 15 ft. on each side as follows:

- a) S 06°31'18" E, 791.41 ft. and
- b) S 02°18'29" E, 229.19 ft. to the intersection of a North line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a portion of the Northeast line of the called 160.310 acre tract mentioned above and the North line of the herein described easement which is 30 ft. right of this line S 75°49'29" E, 459.28 ft. to a set 5/8 inch iron rod;

THENCE along (3) lateral lines of this easement being 15 ft. on each side as follows:

- c) S 14°10'31" W, 73.81 ft.,
- d) S 12°27'51" E, 597.55 ft. and
- e) S 02°18'29" E, 227.49 ft. to the intersection of a North line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a portion of the Northeast line of the called 160.310 acre tract mentioned above and the North line of the herein described easement which is 30 ft. right of this line S 75°49'29" E, 752.78 ft. to a set 5/8 inch iron rod;

THENCE along (2) lateral lines of this easement being 15 ft. on each side as follows:

- f) S 20°41'11" W, 578.55 ft. and
- g) S 02°17'18" E, 147.91 ft. to the intersection of a North line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a portion of the Northeast line of the called 160.310 acre tract mentioned above, the North line of the herein described easement and same being 30 ft. right of this line S 75°49'29" E, 983.91 ft. to a set 5/8 inch iron rod;

THENCE along (1) lateral line of this easement being 15 ft. on each side as follows:

- h) S 28°20'44" W, 716.81 ft. to the intersection of a North line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a portion of the Northeast line of the called 160.310 acre tract mentioned above, the North line of the herein described easement and same being 30 ft. right of this line S 75°49'29" E, 147.49 ft. to a set 5/8 inch iron rod;

THENCE along (3) lateral lines of this easement being 15 ft. on each side as follows:

- i) S 12°53'48" E, 399.46 ft.,
- j) N 77°06'12" E, 253.91 ft. and
- k) S 12°53'48" E, 403.57 ft. to the intersection of a North line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a portion of the Northeast line of the called 160.310 acre tract mentioned above, the North line of the herein described easement and same being 30 ft. right of this line S 75°49'29" E, 1,099.36 ft. to a found 4-1/2 inch by 4-1/2 inch concrete monument with a 3/4 inch iron rod inside for the Northeast corner of said 160.310 acre tract;

THENCE S 11°43'07" W, 2,096.55 ft., along the generally fenced and Southeast line of the called 160.310 acre tract mentioned above, the East line of the herein described easement and same being 30 ft. right of this line to a found 5/8 inch iron rod, w/cap, for the Southeast corner of said 160.310 acre tract;

THENCE N 75°24'30" W, 291.31 ft., along a Southwest line of the called 160.310 acre tract mentioned above, a South line of the herein described easement and same being 30 ft. right of this line to a set 5/8 inch iron rod,

THENCE along (1) lateral line of this easement being 15 ft. on each side as follows:

- l) N 11°43'07" E, 1,530.18 ft., to the intersection of a South line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a Southwest line of the called 160.310 acre tract mentioned above, a South line of the herein described easement and same being 30 ft. right of this line N 75°24'30" W, 327.86 ft. to a set 5/8 inch iron rod;

THENCE along (1) lateral line of this easement being 15 ft. on each side as follows:

- m) N 11°43'07" E, 1,362.34 ft. to the intersection of a South line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a Southwest line of the called 160.310 acre tract mentioned above, a South line of the herein described easement and same being 30 ft. right of this line N 75°24'30" W, 281.74 ft. to a Point for corner in concrete for a Southwest corner of said 160.310 acre tract, from which a found 5 inch iron pipe fence corner post in brs. S 25°33'25" W, 0.75 ft.;

THENCE N 14°42'16" E, 300.39 ft., along a generally fenced and West line of the called 160.310 acre tract mentioned above, a West line of the herein described easement and same being 30 ft. right of this line to a found 1/2 inch iron rod, in concrete and at the Northeast base of a 5 inch iron pipe fence corner post, for an interior corner of said 160.310 acre tract;

THENCE N 75°25'14" W, 109.30 ft., along a portion of a generally fenced and Southwest line of the called 160.310 acre tract mentioned above, a South line of the herein described easement and same being 30 ft. right of this line to a set 5/8 inch iron rod;

THENCE along (14) lateral lines of this easement being 15 ft. on each side as follows:

- n) N 03°17'39" E, 285.20 ft.,
- o) N 09°30'00" E, 60.92 ft.,
- p) N 12°24'09" E, 82.94 ft.,
- q) N 19°20'13" E, 71.28 ft.,
- r) N 27°38'00" E, 142.39 ft.,
- s) N 38°32'42" E, 61.34 ft.,
- t) N 52°47'55" E, 40.38 ft.,
- u) N 71°16'39" E, 40.78 ft.,
- v) N 77°52'51" E, 49.77 ft.,
- w) N 57°46'11" E, 29.96 ft.,
- x) N 29°29'06" E, 40.59 ft.,
- y) N 16°54'22" E, 30.42 ft.,
- z) N 07°40'59" E, 121.82 ft. and

aa) N 07°36'36" W, 15.91 ft., to the intersection of a South line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a Southwest line of the called 160.310 acre tract mentioned above, a South line of the herein described easement and same being 30 ft. right of this line N 75°25'14" W, 429.33 ft. to a set 5/8 inch iron rod;

THENCE along (1) lateral line of this easement being 15 ft. on each side as follows:

bb) N 14°34'46" E, 1,005.51 ft., to the intersection of a South line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a Southwest line of the called 160.310 acre tract mentioned above, a South line of the herein described easement and same being 30 ft. right of this line N 75°25'14" W, 414.50 ft. to a set 5/8 inch iron rod;

THENCE along (1) lateral line of this easement being 15 ft. on each side as follows:

cc) N 14°34'46" E, 1,017.42 ft., to the intersection of a South line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a Southwest line of the called 160.310 acre tract mentioned above, a South line of the herein described easement and same being 30 ft. right of this line N 75°25'14" W, 413.33 ft. to a set 5/8 inch iron rod;

THENCE along (1) lateral line of this easement being 15 ft. on each side as follows:

dd) N 14°34'46" E, 998.37 ft., to the intersection of a South line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a Southwest line of the called 160.310 acre tract mentioned above, a South line of the herein described easement and same being 30 ft. right of this line N 75°25'14" W, 443.70 ft. to a set 5/8 inch iron rod;

THENCE along (1) lateral line of this easement being 15 ft. on each side as follows:

ee) N 14°34'46" E, 876.97 ft., to the intersection of a South line of Public Utility Easement "B" surveyed this date;

THENCE continuing along a Southwest line of the called 160.310 acre tract mentioned above, a South line of the herein described easement and same being 30 ft. right of this line N 75°25'14" W, 536.95 ft. to a found 1/2 inch iron rod for an interior corner of said 160.310 acre tract;

THENCE (1) lateral line of this easement being 15 ft. on each side as follows:

a) N 16°48'33" E, 719.77 ft., to the intersection of a South line of Public Utility Easement "B" surveyed this date;

THENCE S 14°35'47" W, 299.89 ft., along a generally fenced and Southeast line of the called 160.310 acre tract mentioned above, an East line of the herein described easement and same being 30 ft. right of this line to a Point for a Southeast corner of said 160.310 acre tract, from which a found ½ inch iron rod brs. N 14°35'47" E, 0.22 ft.;

THENCE N 75°24'30" W, 486.85 ft., along a generally fenced and Southwest line of the called 160.310 acre tract mentioned above, a South line of the herein described easement and same being 30 ft. right of this line to the **TRUE PLACE OF BEGINNING**.

Basis of Bearings & Distances:

Grid North, State Plane Coordinate System of 1983, Central Zone, Leica RTK Network. All distances and areas are grid and can be converted to surface by dividing by a combined scale factor of 0.999 971 55.



Steven M. Wisnoski 05-14-2021
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2021-04-10-01

METES AND BOUNDS DESCRIPTION
of a
50 ft. Wide Road Easement
Thomas J. Nichols Survey, A-397, Montgomery County, Texas
May 14, 2021

All that certain tract or parcel of land lying and being situated in Montgomery County, Texas, being a part of a called 160.310 acre tract as described in a Warranty Deed with Vendor's Lien from James D. Gras, et ux to REAGANAACI, LLC, dated August 21, 2020, of record in Document No. 2020092134 of the Deed Records of Montgomery County, Texas, the herein 50 ft. wide easement being 25 ft. on each side of the following described center line more fully described by metes and bounds as follows:

COMMENCING at a found 4-1/2 inch by 4-1/2 inch square concrete monument with a 3/4 inch iron rod inside for the Southwest corner of the called 160.310 acre tract mentioned above, the Northwest corner of a 7.25 acre tract as described in a Deed to Gary Canady, et ux (Doc #: 9717181) and same being an Easterly angle point of the Country forest West, Section 1 (Plat – Doc #: 7720230);

THENCE N 13°55'55" E, 904.85 ft., along an apparent East line as generally fenced of said County Forest West, Section 1 and a portion of the Northwest line of the called 160.310 acre tract mentioned above to a Point in the center of a gravel drive for the **TRUE PLACE OF BEGINNING** of the herein described easement centerline, from which a found 1/2 inch iron rod for reference brs. S 13°55'55" W, 30.45 ft. and from which a found 4-1/2 inch by 4-1/2 inch concrete monument for the Northwest corner of said 160.310 acre tract brs. N 13°55'55" E, 1,162.66 ft.;

THENCE along the existing center line of a gravel/asphalt road and the center line of the herein described easement which is 25 ft. on each side as described as follows:

- 1) N 88°27'44" E, 440.00 ft.,
- 2) N 86°05'51" E, 153.84 ft.,
- 3) N 88°55'52" E, 134.13 ft.,
- 4) N 89°01'07" E, 164.96 ft.,
- 5) N 87°17'06" E, 58.39 ft.,
- 6) N 81°57'09" E, 77.84 ft.,
- 7) N 87°42'42" E, 222.22 ft.,
- 8) N 89°13'42" E, 141.29 ft.,
- 9) S 89°12'43" E, 115.44 ft.,
- 10) S 85°50'26" E, 71.21 ft.,
- 11) S 80°49'36" E, 81.73 ft.,
- 12) S 78°23'58" E, 106.28 ft.,
- 13) S 75°23'23" E, 119.75 ft.,
- 14) S 74°01'36" E, 285.34 ft.,
- 15) S 73°30'04" E, 280.51 ft.,
- 16) S 72°45'51" E, 323.88 ft.,
- 17) S 76°38'18" E, 121.60 ft.,
- 18) S 86°53'21" E, 72.66 ft.,
- 19) N 86°42'27" E, 66.45 ft.,
- 20) N 81°17'43" E, 95.23 ft.,
- 21) N 77°00'32" E, 112.31 ft.,
- 22) N 75°36'22" E, 104.94 ft.,
- 23) N 77°19'09" E, 363.57 ft.,

24) N 78°54'48" E, 98.75 ft., to the **TERMINAL POINT** of the herein described easement center line located in the East line of the called 160.310 acre tract mentioned above and in the West line of a 60 ft. strip conveyed to the County of Montgomery (1014/276), from which a found ½ inch iron rod, with cap, brs. N 11°43'07" E, 34.64 ft. and a found 4-1/2 inch by 4-1/2 inch concrete monument with a ¾ inch square rod inside for the Northeast corner of said 160.310 acre tract brs. N 11°43'07" E, 378.89 ft.

Basis of Bearings & Distances:

Grid North, State Plane Coordinate System of 1983, Central Zone, Leica RTK Network. All distances and areas are grid and can be converted to surface by dividing by a combined scale factor of 0.999 971 55.



Steven M. Wisnoski 05-14-2021
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2021-04-10-01

METES AND BOUNDS DESCRIPTION
of a
15 ft. Public Utility Easement "B"
Thomas J. Nichols Survey, A-397, Montgomery County, Texas
May 14, 2021

All that certain tract or parcel of land lying and being situated in Montgomery County, Texas, being a part of a called 160.310 acre tract as described in a Warranty Deed with Vendor's Lien from James D. Gras, et ux to REAGANAACI, LLC, dated August 21, 2020, of record in Document No. 2020092134 of the Deed Records of Montgomery County, Texas, the herein 15 ft. wide easement being more fully described by metes and bounds as follows:

COMMENCING at a found 4-1/2 inch by 4-1/2 inch square concrete monument with a 3/4 inch iron rod inside for the Southwest corner of the called 160.310 acre tract mentioned above, the Northwest corner of a 7.25 acre tract as described in a Deed to Gary Canady, et ux (Doc #: 9717181) and same being an Easterly angle point of the Country Forest West, Section 1 (Plat – Doc #: 7720230);

THENCE N 13°55'55" E, 878.91 ft., along the generally fenced and Northwest line of the called 160.310 acre tract mentioned above to a Point for the Southwest corner of a 50 ft. Road Easement surveyed this date, a Northwest corner and the **TRUE PLACE OF BEGINNING** of the herein described easement;

THENCE along the Southerly lines of said 50 ft. Road Easement in common with the Northerly lines of the herein described easement which lies 15 ft. to the right of this line as follows:

- 1) N 88°27'44" E, 447.44 ft.,
- 2) N 86°05'51" E, 153.73 ft.,
- 3) N 88°55'52" E, 133.49 ft.,
- 4) N 89°01'07" E, 165.32 ft.,
- 5) N 87°17'06" E, 59.93 ft.,
- 6) N 81°57'09" E, 77.75 ft.,
- 7) N 87°42'42" E, 220.64 ft.,
- 8) N 89°13'42" E, 140.62 ft.,
- 9) S 89°12'43" E, 114.36 ft.,
- 10) S 85°50'26" E, 69.38 ft.,
- 11) S 80°49'36" E, 80.11 ft.,
- 12) S 78°23'58" E, 105.10 ft.,
- 13) S 75°23'23" E, 118.79 ft.,
- 14) S 74°01'36" E, 284.92 ft.,
- 15) S 73°30'04" E, 280.24 ft.,
- 16) S 72°45'51" E, 324.56 ft.,
- 17) S 76°38'18" E, 124.69 ft.,
- 18) S 86°53'21" E, 76.30 ft.,
- 19) N 86°42'27" E, 69.03 ft.,
- 20) N 81°17'43" E, 97.35 ft.,
- 21) N 77°00'32" E, 113.55 ft.,
- 22) N 75°36'22" E, 104.88 ft.,
- 23) N 77°19'09" E, 362.85 ft. and
- 24) N 78°54'48" E, 87.89 ft., to a Point for a Northeast corner of the herein described easement, the Southeast corner of said 50 ft. Road Easement surveyed this date and same being in an East line of the called 160.310 acre tract mentioned above, from which a found 5/8 inch iron rod with cap for the Southeast corner of said 160.310 acre tract brs. S 11°43'07" W, 1,690.54 ft.;

THENCE N 11°43'07" E, 54.24 ft., along a portion of the East line of the called 160.310 acre tract mentioned above (no easement along this line) to a Point for a Southeast corner of the herein described 15 ft. wide easement herein described and the Northeast corner of said 50 ft. Road Easement, from which a found 4-1/2 inch by 4-1/2 inch concrete monument with a 3/4 inch iron rod inside for the Northeast corner of said 160.310 acre tract brs. N 11°43'07" E, 351.77 ft.;

THENCE along the Northerly lines of said 50 ft. Road Easement in common with the Southerly lines of the herein described easement which lies 15 ft. to the right of this line as follows:

- 25) S 78°54'18" W, 109.61 ft.,

- 26) S 77°19'09" W, 364.30 ft.,
- 27) S 75°36'22" W, 105.01 ft.,
- 28) S 77°00'32" W, 111.07 ft.,
- 29) S 81°17'43" W, 93.12 ft.,
- 30) S 86°42'17" W, 63.87 ft.,
- 31) S 86°53'21" W, 69.02 ft.,
- 32) N 76°38'18" W, 118.51 ft.,
- 33) N 72°45'51" W, 323.20 ft.,
- 34) N 73°30'04" W, 280.79 ft.,
- 35) N 74°01'36" W, 285.75 ft.,
- 36) N 75°23'23" W, 120.70 ft.,
- 37) N 78°23'58" W, 107.47 ft.,
- 38) N 80°49'36" W, 83.36 ft.,
- 39) N 85°50'26" W, 73.04 ft.,
- 40) N 89°12'43" W, 116.52 ft.,
- 41) S 89°13'42" W, 141.96 ft.,
- 42) S 87°42'42" W, 223.81 ft.,
- 43) S 81°57'09" W, 77.94 ft.,
- 44) S 87°17'06" W, 56.85 ft.,
- 45) S 89°01'07" W, 164.60 ft.,
- 46) S 88°55'52" W, 134.77 ft.,
- 47) S 86°05'51" W, 153.94 ft. and
- 48) S 88°27'44" W, 432.57 ft., to a Point in the Northwest line of the 160.310 acre tract mentioned above for a Northwest corner and the **TERMINAL POINT** of the herein described easement, from which a found 4-1/2 inch by 4-1/2 inch concrete monument with a 3/4 inch iron rod inside for the Northwest corner of said 160.310 acre tract brs. N 13°55'55" E, 1,136.72 ft.

Basis of Bearings & Distances:

Grid North, State Plane Coordinate System of 1983, Central Zone, Leica RTK Network. All distances and areas are grid and can be converted to surface by dividing by a combined scale factor of 0.999 971 55.



Steven M. Wisnoski 05-14-2021
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2021-04-10-01

E-FILED FOR RECORD

07/27/2021 09:11AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

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

07/27/2021



County Clerk
Montgomery County, Texas