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Debbie Hollan, County Clerk - Waller County, TX

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE RANCHES OF CLEAR CREEK**

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR THE RANCHES OF CLEAR CREEK**

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

WHEREAS, Midway Ranch Properties I, L.P., a Texas limited partnership, as Declarant, caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions for the Ranches of Clear Creek" (the "**Declaration**") to be recorded in the Official Public Records of Real Property of Waller County, Texas under Clerk's File No. 600713, which instrument imposes various covenants, conditions and restrictions on the following real property.

Ranches of Clear Creek, a subdivision in Waller County, Texas according to the map or plat thereof recorded in Volume 922, Page 765, of the Map Records of Waller County, Texas, and all amendments to or replats of said map or plat.

and,

WHEREAS, by instrument entitled "Declaration of De-Annexation" recorded in the Official Public Records of Real Property of Waller County, Texas under Clerk's File No. 1303245, Declarant de-annexed the following property and removed the property from the provisions of the Declaration and the jurisdiction of Ranches of Clear Creek Community Association (the "**Association**"):

Lot Twenty-One (21) of Ranches of Clear Creek, a subdivision in Waller County, Texas according to the map or plat thereof recorded in Volume 922, Page 765, of the Map Records of Waller County, Texas, and all amendments to or replats of said map or plat.

and,

WHEREAS, the Declaration provides for amendment at any time by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots subject to the Declaration; and

WHEREAS, Section 209.0041 of the Texas Property Code provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the declaration, unless the declaration contains a lower percentage, in which event the percentage in the declaration controls; and

WHEREAS, the percentage required for an amendment of the Declaration set forth in the Declaration is greater than the percentage set forth in Section 209.0041 of the Texas Property Code, meaning Section 209.0041 of the Texas Property Code controls; and

WHEREAS, Owners representing not less than sixty-seven percent (67%) of the total votes in the Association desire to amend and restate the Declaration in its entirety;

NOW, THEREFORE, based upon the approval of Owners representing not less than sixty-seven percent (67%) of the total votes in the Association, the Declaration is amended and restated in its entirety. Upon recording, this instrument replaces and supersedes the Declaration in its entirety.

ARTICLE I. DEFINITIONS

The following words, when used in this Amended and Restated Declaration, shall have the following meanings:

SECTION 1. Amended and Restated Declaration - This Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Ranches of Clear Creek, as it may hereafter be amended in accordance with the provisions hereof.

SECTION 2. Area of Common Responsibility - shall mean the Common Area, together with those areas, if any, which by contract or agreement become the responsibility of the Association. Road rights-of-way within or adjacent to the Properties and Lakes may be part of the Area of Common Responsibility.

SECTION 3. Assessment - shall mean the Residential Assessments, Special Assessments and Specific Assessments levied by the Association pursuant Article III hereof.

SECTION 4. Association - shall mean and refer to the Ranches of Clear Creek Community Association, a Texas non-profit corporation, its successors and assigns.

SECTION 5. Association Expenses - shall mean and include the actual and estimated expenses of operating the Association, both for general and neighborhood purposes, including any reasonable reserves, all as may be to be necessary and appropriate by the Board of Directors of the Association pursuant to this Amended and Restated Declaration and the Association's Bylaws and Certificate of Formation.

SECTION 6. Board of Directors or Board - shall mean the governing body of the Association.

SECTION 7. Builder - shall mean and refer to any Person undertaking the construction of a Single Family Residence on a Lot within the Properties on behalf of the Property Owner for the purpose of selling same.

SECTION 8. Builder Guidelines - shall mean and refer to written guidelines, as amended from time to time, for the construction of improvements on the Lots within the jurisdiction of the Association, which are adopted by the Ranches of Clear Creek Architectural Review Committee pursuant to this Declaration. The Builder Guidelines may impose different requirements for different portions of the Properties.

SECTION 9. **Building Envelope** - shall mean that certain contiguous and regularly shaped three (3) acre portion of each Lot to be designated by each Owner and approved by the Residential Review Committee prior to the commencement of any construction upon any Lot.

SECTION 10. **Bylaws** - shall mean the Bylaws of the Association, as amended from time to time.

SECTION 11. **Certificate of Formation** - shall mean the Certificate of Formation of Ranches of Clear Creek Community Association and any amendments thereto, as filed with the Secretary of State of the State of Texas.

SECTION 12. **Common Area** - shall mean and refer to any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants including, without limitation, the tracts of land labeled Reserves, Road Rights-of-Way, Riding Trails, Equestrian Center and Parks on the plats of the subdivision.

SECTION 13. **Exempt Transfer** - shall mean a transfer of title to a Lot with a Single Family Residence:

- i. by a co-Owner to any Person who was a co-Owner immediately prior to such transfer;
- ii. to the Owner's estate, surviving spouse, or child upon the death of the Owner;
- iii. to any entity wholly owned by the grantor;
- iv. to a Mortgagee or the designee of a Mortgagee in lieu of foreclosure or upon foreclosure of a Mortgage; or
- v. to an interim Owner in connection with an employer relocation agreement.

SECTION 14. **Lake or Creek** - shall mean and refer to any body of water within or adjacent to the Properties.

SECTION 15. **Lakefront Lot or Creekfront Lot** - shall mean and refer to a Lot, which is contiguous to a Lake or Creek.

SECTION 16. **Landscaping Guidelines** - shall mean and refer to landscape design, installation and maintenance criteria for the Lots, which are adopted by the Ranches of Clear Creek Architectural Review Committee. The Landscaping Guidelines may be included within and be a part of the Builder Guidelines adopted by such committee and different Landscaping Guidelines may be adopted for different portions of the Properties.

SECTION 17. **Lot** - shall mean and refer to any portion of the Properties, whether developed or undeveloped, upon which a Single Family Residence has been constructed or it is intended to be constructed, excluding reserve tracts, but including lots created by the platting or re-platting of a reserve tract. "Lots" shall mean and refer to each Lot and all of them. In the case of a parcel of land planned for single-family residential development, which has not been platted into Lots, the parcel shall be deemed to contain the number of Lots designated on the development plan for such parcel of land unless or until a different number of Lots is platted. The Owner of one or more adjacent Lots (or portions thereof) shall have the right, but shall not be required, to consolidate such Lots or portions of such Lots into one or more Single Family Residence building sites, with

the privilege of placing or constructing improvements on such sites, in which case side setback lines shall be measured from the resulting side property lines of each such building site rather than from the Lot lines shown on the recorded plat. If such Single Family Residence building site is re-platted as a single Lot, it shall be considered as a single Lot for purposes of Assessments levied by the Association pursuant to this Declaration at the time the re-plat is recorded in the Map Records of Waller County, Texas. If such Single Family Residence building site is not re-platted as a single Lot, it shall be considered as a single Lot for purposes of Assessments levied by the Association pursuant to this Amended and Restated Declaration at the time the Single Family Residence on such building site is initially occupied. Prior to either of such events, Assessments by the Association shall continue based on the number of Lots shown on the original plat.

SECTION 18. **Member** - shall refer to every Person entitled to Membership in the Association as provided herein.

SECTION 19. **Mortgage** - shall mean and refer to a deed of trust, mortgage or other similar security instrument granting, creating, or conveying a lien or security interest upon a Lot.

SECTION 20. **Mortgagee** - shall mean a beneficiary or holder of a Mortgage.

SECTION 21. **Occupant** - shall mean any person occupying all or any portion of a Single Family Residence within the Properties for any period of time, regardless of whether such person is a tenant or the Owner of such property.

SECTION 22. **Owner** - shall mean and refer to the record owner, whether one or more Persons of the fee simple title to a Lot within the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an interest in the mineral estate.

SECTION 23. **Person** - shall mean any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

SECTION 24. **Properties** - shall mean and refer to (i) the real property contained within the initial plat for the Ranches of Clear Creek subdivision, and (ii) such other real property as may be brought within the jurisdiction of the Association in accordance with the provisions of Article VIII of this Declaration, if any.

SECTION 25. **Residential Assessments** - shall mean assessments levied by the Board of Directors pursuant to Section 2(a) of Article III hereof.

SECTION 26. **Residential ARC** - refers to the Ranches of Clear Creek Architectural Review Committee created by Section 2 of Article VI hereof.

SECTION 27. **Single Family Residence** - shall mean and refer to a detached residence constructed on a single Lot, with all related improvements, including for the care and boarding of livestock

SECTION 28. **Street** - shall refer to any street, boulevard, road, alley, lane, avenue, or thoroughfare within or adjacent to the Properties.

SECTION 29. **Supplemental Declaration** - shall refer to (1) a separate declaration of covenants, conditions and restrictions which is imposed on property within the jurisdiction of the Association and which may be enforced by the Association, or (ii) an instrument which imposes additional restrictions on a portion of the Properties which may be enforced by the Association.

ARTICLE II. RANCHES OF CLEAR CREEK COMMUNITY ASSOCIATION

SECTION 1. ORGANIZATION. The Association has been organized as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, administration of the business of the Association, and providing for the maintenance and preservation of the Area of Common Responsibility and the facilities of the Association and architectural control of the Lots.

SECTION 2. MEMBERSHIP. Each Owner is a Member of the Association. Membership is mandatory and appurtenant to and may not be separated from ownership of a Lot. No Owner, whether one (1) or more Persons, will have more than one (1) Membership per Lot owned. In the event is more than one (1) Person is an Owner of a Lot, votes and rights of use and enjoyment will be as provided herein. The rights and privileges of Membership in the Association may be exercised by each Member, subject to the provisions of this Amended and Restated Declaration and the Bylaws. The Membership rights of a Lot owned by a corporation or partnership must be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Board, subject to the provisions of this Amended and Restated Declaration and the Bylaws.

Each Member is entitled to one (1) vote for each Lot owned. If more than one Person holds the interest in a Lot, such Members may exercise their vote in such manner as they, among themselves, determine, but in no event may more than one (1) vote be cast for each Lot.

SECTION 3. RULE MAKING AUTHORITY. This Amended and Restated Declaration establishes, as part of the general plan of development for the Properties, a framework of covenants, easements and restrictions, which govern the Properties. Within that framework, the Board must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology, which inevitably will affect the Properties, its Owners and Occupants. This Section establishes procedures for the adoption and modification of rules by the Board.

Subject to the terms hereof, the Bylaws and the Builder Guidelines, and the Board's duty to exercise business judgment and reasonableness on behalf of the Association, the Board may enforce existing rules and regulations ("Rules"), fines and levies as may be deemed necessary or desirable with respect to the implementation of this Amended and Restated Declaration, the operation of the Association, the use and enjoyment of the Common Area, and the use of any other property, facilities or improvements owned or operated by the Association.

All Owners are given notice that use of their Lots is limited by the use restrictions set forth in this Amended and Restated Declaration and the Rules adopted by the Board, as they may be amended, expanded and otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the initial use restrictions and Rules may change from time to time.

No Rule may be adopted by the Association in violation of the following provisions:

1. Similar Treatment. Similarly situated Owners shall be treated similarly; provided, Rules may differ between and among different portions of the Properties, based on type of development, use, density or physical characteristics of the property.
2. Allocation of Burdens and Benefits. No Rule shall alter the allocation of financial burdens among the various Lots as specified herein or rights to use the Common Area. Nothing in this provision shall prevent the Board from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area, are delinquent in payment of Assessments or violate the Rules established by the Board for the use thereof. This provision does not affect the Board's right to establish or increase user fees or to increase the amount of Assessments.
3. Abridging Existing Rights. No Rule shall require Owners to dispose of personal property which was kept in or on a Lot prior to the adoption of such Rule and which was in compliance with all Rules in force previous to such time or that a previous variance had been approved for, unless otherwise required to be removed by law. The rights granted under this subsection shall run with title to any Lot.
4. Reasonable Basis. No Rule may prohibit any activity, condition, or conduct unless there exists a reasonable basis for the enactment of such Rule. For purposes of this subsection, reasonable basis may include, but not be limited to, restrictions as to time, place, and manner of activity or conduct, or concerns relating to fair use of Common Area, cost, aesthetics, or the goals of the comprehensive plan for the benefit of the Properties.

SECTION 4. CERTIFICATES OF COMPLIANCE. An Owner may request that the Association issue a certificate of architectural compliance certifying that there are no known violations of this Amended and Restated Declaration or the Builder Guidelines. The Association may either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate will preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

**ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS**

SECTION 1. PURPOSE OF ASSESSMENT. The Assessments provided for in this Amended and Restated Declaration will be used by the Association to maintain and keep in good repair the Area of Common Responsibility and for the general purposes of promoting the common benefit of the Owners and Occupants in the Properties. The judgment of the Board of Directors as to the expenditure of Assessments collected by the Association will be final and conclusive so long as the expenditure is in compliance with the purpose of the Assessment, the expenditure is consistent with this Amended and Restated Declaration and the Bylaws and the Board exercises reasonable, good faith judgment in making the expenditure. Assessments collected by the Association may be used to finance all or any of the following:

- i. Operation, mowing, maintenance, repair, and improvement of the Area of Common Responsibility, including road rights-of-way, drainage and detention areas, riding trails, equestrian center and Lakes and Creeks;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
- iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees;
- iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- v. Maintaining or replacing landscaping in the Area of Common Responsibility;
- vi. Designing, purchasing and installing any improvements to the Area of Common Responsibility;
- vii. Removing debris from the Area of Common Responsibility;
- viii. Payment of legal fees and expenses incurred to collect Assessments and enforce this Amended and Restated Declaration;
- ix. Employing entry personnel and watchmen and/or contracting for patrol services;
- x. Contracting for insect and pest control such as mosquito fogging;
- xi. Carrying out the duties of the Board of Directors of the Association;
- xii. Creation and funding of such reserve funds as the Board of Directors of the Association deems necessary; and
- xiii. Carrying out such purposes of the Association as generally benefit the Members of the Association, as determined by the Board of Directors.

SECTION 2. TYPES OF ASSESSMENTS. Each Owner, by acceptance of a deed to a Lot in the Properties, whether or not it is so expressed in such deed, covenants and agrees to pay to the Association: (i) Residential Assessments as provided in subsection (a) of this Section 2; (ii) Special Assessments as provided in Section 5 of this Article, and (iii) Specific Assessments as provided in subsection (b) of this Section 2;

- a) Residential Assessments. Residential Assessments will be levied annually to enable the Association to pay Association Expenses, which are determined by the Board to benefit

all Members. Such expenses benefiting all Members will be all Association Expenses except (i) the expenses for which the Board makes a Specific Assessment. Residential Assessments on all Lots must be fixed at uniform rates; provided, however, there shall be no Residential Assessments against un-platted Lots. Annual Residential Assessments must be levied for each calendar year in advance and will be due and payable as specified by the Board.

- b) Specific Assessments. The Association has the authority to levy Specific Assessments against a particular Lot as follows:
- i. to cover the costs, including overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and
 - ii. to cover costs incurred in bringing a Lot into compliance with this Amended and Restated Declaration or the Builder Guidelines, or costs incurred as a consequence of the conduct of the Owner or Occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests.

SECTION 3. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. All Assessments, together with interest on Assessments which become delinquent from the original due date at the rate of eighteen percent (18%) per annum, costs incurred by the Association in collecting delinquent Assessments (specifically including, but not limited to, any flat charges or percentage fees charged by any third party collection agencies used by the Association if the Association elects to use a collection agency), and reasonable attorney's fees and court costs actually incurred, will be a charge on the Lot and is secured by a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, will also be the personal obligation of the Owner of the Lot at the time the Assessment became due. Each such Owner is personally liable for his or her portion of each Assessment coming due while he or she is the Owner of the Lot.

Each Owner of a Lot has the obligation to notify the Association of any change in the Owner's address, and notice of any such change will become effective five (5) days after written notice thereof has been provided to the Association. With regard to mailing notices of Assessments, the Association will be deemed to have satisfied any obligation that it might have to provide written notices or bills if the same are mailed or delivered to the Owner at the address of such Owner as reflected on the records of the Association, and no such Owner liable for the payment of any Assessment is relieved of the obligation to pay Assessments or entitled to any deferral or abatement of interest or any late charges or collection costs with regard to delinquent Assessments on the basis of such Owner's failure to receive notice thereof if the Association sent such notice by regular U.S. Mail to the most recent address of the Owner according to the records of the Association.

Residential Assessments will be payable annually on a date specified by the Board of Directors; provided, however, the Board may, at its option, require payment of such Assessments in monthly or quarterly installments. Special Assessments must be paid in such manner and on such date, or dates, as may be fixed by the Board.

SECTION 4. COMPUTATION. It is the duty of the Board to develop and adopt an annual budget. Such budget may include a capital contribution or reserve in accordance with the capital budget. The budget for an upcoming year will be presented to the Members at the fall annual meeting in the prior year. In the event that the Board fails for any reason to determine the budget for the succeeding year, then and until such time that a budget is adopted, the budget in effect for the then current year will be the Budget for the succeeding year. The annual Residential Assessment levied by the Association will be in an amount determined by the Board of Directors of the Association, at its sole discretion.

The Board will use reasonable efforts to cause notice of the Assessments to be levied against each Owner for each year to be delivered to each Member at least thirty (30) days prior to the due date.

SECTION 5. SPECIAL ASSESSMENTS. In addition to the other Assessments authorized herein, the Board may levy one or more Special Assessments in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto; provided, however, that a Special Assessment in an amount greater than twenty percent (20%) of the Residential Assessment for such year must be approved by a two-thirds (2/3) vote of the Members present, in person or by proxy, and voting at a meeting of the Members called for such purpose at which a Quorum is present.

If a Special Assessment is approved as herein required and levied, it will be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed. Special Assessments will be allocated among all Owners in the same manner as Residential Assessments.

SECTION 6. SUBORDINATION OF THE LIEN TO FIRST MORTGAGES. The lien securing the Assessments provided for herein is subordinate to (i) liens of ad valorem taxes and (ii) the recorded lien of any Mortgage on a Lot securing a loan for the purchase of the Lot. Sale or transfer of any Lot subject to this Amended and Restated Declaration will not affect the lien hereby created. However, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage that is superior to the Association's lien or any conveyance in lieu thereof will extinguish the lien as to Assessments which became due prior to such sale or transfer, but not as to any sums which thereafter become due. No such sale or transfer will relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any Assessments which are not paid in full by the date specified by the Board, will be delinquent. Any delinquent Assessment will bear interest from the due date at the rate of eighteen percent (18%) per annum. If the Assessment is not paid when due, the Association may, as the Board may determine, institute suit for collection against the Owner personally obligated to pay the Assessment or foreclose the lien created and reserved hereby against the Lot of such

Owner. The Association's lien is created by recordation of this Amended and Restated Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. By acquiring a Lot, an Owner grants to the Association a power of sale in connection with the Association's lien. By written resolution, the Board of Directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association may exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or recodifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by non-judicial foreclosure pursuant to the power of sale created hereby. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot. The purchaser at any such foreclosure sale is entitled to sue for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure. The Owner has a right of redemption after or resulting from a foreclosure sale of the Association's lien as provided by law. Nothing herein may prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a nonjudicial foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot under Chapter 32, Tax Code, will not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein by non-use of Common Area or abandonment of the Lot owned by such Owner. No diminution or abatement of an Assessment or set-off may be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Amended and Restated Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

ARTICLE IV. RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S RIGHTS OF ACCESS AND ENJOYMENT. Subject to the further provisions of this Section, every Member shall have a right of access to and enjoyment of the Common Area, and such right shall be appurtenant to and shall pass with the title to the Lot owned by such Member. Such rights shall be subject to the following:

- a) The Association shall have the right to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.

- b) The Association shall have the right, without the approval of the Members, to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- c) The Association shall have the right to take such steps as are reasonable necessary to protect the Common Area against foreclosure of any such mortgage.
- d) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any Assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days, subject to notice requirements provided by law.
- e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, subject to the requirements of Article II, Section 4, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations, subject to notice requirements provided by law.
- f) The Association shall have the right, without the approval of the Members, to sell or convey all or any part of the Common Area and the right, to grant or dedicate easements in portions of the Common Area to public or private utility companies.
- g) The Association shall have the right, to enter into agreements with one or more Persons pursuant to which individuals who are not Members of the Association are granted the right to use the Common Area and the facilities located thereupon upon payment of such fees as may be determined by the Board.
- h) The use of Lakes by Members of the Association and their permitted guests shall be subject to such rules and regulations as the Association's Board of Directors may adopt from time to time. Such rules may, among other things, limit the total number of persons using the Lake at one specific time, as well as the use of Lakes to human powered and low speed electric craft only, permit only catch and release fishing, from time to time as deemed necessary and prohibit swimming.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his right of enjoyment to the Common Area to the members of his family and to personal guests as may be permitted by the Association. An Owner shall be deemed to have made a delegation of all rights to use the Common Area to the Occupants of any leased residence.

SECTION 3. EASEMENTS-GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the plat(s) of the Properties and/or as dedicated by separate instruments. Neither the Association nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 4. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES.

- a) There is hereby granted to the Association, to any other public authority or agency, utility district, or public or private utility company, a perpetual easement upon, over, under, and across (i) the Common Area, (ii) Lakes, (iii) Reserves and (iv) those portions of all Lots as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems and retention ponds, electrical, gas, telephone, water and sewer lines, street lights, street signs and traffic signs; provided, however, that such easements shall not unreasonably affect the ability to develop, market or the value of any Lot. By virtue of any such easement and facilities, it shall be expressly permitted for the providing utility company or other supplier or servicer, with respect to the portions of the Properties encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.
- b) There is also hereby granted to Waller County and to such other governmental authority or agency as may from time to time have jurisdiction over the Properties for any portion thereof) with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Properties for purposes of performing such duties and activities related to law enforcement and fire protection in the Properties as may be required or appropriate from time to time by such governmental authorities under applicable law.

SECTION 5. EASEMENTS FOR ASSOCIATION. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties or the enforcement of the provisions of this Amended and Restated Declaration without liability for trespass. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant of the residence directly affected thereby.

SECTION 6. SECURITY. THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTIES DESIGNED TO MAKE THE PROPERTIES SAFER THAN THEY OTHERWISE MIGHT BE. THE ASSOCIATION, IS NOT IN ANY WAY CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTIES, AND THE ASSOCIATION WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE RESIDENTIAL ARC DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED

BY THE ASSOCIATION OR THE RESIDENTIAL ARC MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, NOR THE RESIDENTIAL ARC ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE RESIDENTIAL ARC HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

ARTICLE V. INSURANCE

SECTION 1. INSURANCE. The Association must obtain blanket all-risk casualty insurance for all insurable improvements on the Common Area, or if blanket all-risk coverage is not reasonably available, an insurance policy providing fire and extended coverage. Such insurance policies will be in such amount or amounts, as the Board of Directors deems appropriate. The Board may also obtain a public liability policy covering the Common Area, insuring the Association and its Members for all damages or injury caused by the negligence of the Association, its agents, the Members or Occupants, in such amount as the Board deems appropriate. Premiums for all insurance on the Common Area will be an Association Expense.

In addition to the other insurance provided in this Section, the Board may also obtain, as an Association Expense payable from Residential Assessments, i) worker's compensation insurance, if and to the extent required by law, (ii) directors' and officers' liability coverage, and (iii) a fidelity bond or fidelity insurance on directors, officers, employees, and other persons handling or responsible for the Association's funds.

SECTION 2. DAMAGE AND DESTRUCTION. Immediately after damage or destruction by fire or other casualty of all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance and the repair or reconstruction of the damaged or destroyed property, to the extent insurance proceeds are available for such purpose. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition which existed prior to the fire or other casualty, allowing for any

changes or improvements necessitated by changes in applicable building codes. In the event that insurance proceeds are unavailable to repair or reconstruct the Common Area, the damaged or destroyed property will be restored to its natural state. If insurance proceeds are insufficient to cover a repair or reconstruction, the Board may levy a Special Assessment to cover the shortfall, subject to the requirements of Section 5 of Article III.

ARTICLE VI. ARCHITECTURAL STANDARDS AND RESTRICTIONS

SECTION 1. PURPOSE. In order to preserve the natural setting and beauty of the Properties, to establish and preserve a harmonious and aesthetically pleasing design for the Ranches of Clear Creek project and to protect and promote the value of the Properties, the Lots shall be subject to the restrictions set forth in this Article VI. Every grantee of an interest in a Lot, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Amended and Restated Declaration, including limitations of this Article.

SECTION 2. RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE. There is hereby established the Ranches of Clear Creek Architectural Review Committee (sometimes hereinafter called the “**Residential ARC**”), which has jurisdiction, over all original construction on the Lots and over modifications, additions, or alterations made on or to Single Family Residences and other improvements on Lots. The Residential ARC may (i) adopt Builder Guidelines and (ii) establish application and review procedures for plans and specifications. The Residential ARC will make the Builder Guidelines available to Owners or their Builders who seek to engage in development of or construction upon a Lot and who must conduct their operations strictly in accordance therewith.

The Residential ARC will consist of a minimum of three (3) and a maximum of five (5) members. The Board of Directors will appoint and remove the members of the Residential ARC as it deems appropriate. With the approval of the Board, the Residential ARC is authorized, but not obligated, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Residential ARC in performing its functions set forth herein.

SECTION 3. ARCHITECTURAL APPROVAL. To preserve the architectural and aesthetic appearance of the subdivision, no construction of improvements, of any nature whatsoever, including landscaping (if that landscaping is visible from Common Areas or adjacent properties), or modifications, additions, or alterations to existing improvements, may be commenced or maintained by an Owner on any Lot in the Properties, including, without limitation, the construction or installation of sidewalks, driveways, parking areas, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, landscaping, awnings, walls, fences, exterior lights, garages, guest quarters, quarters for domestic workers, or accessory buildings, nor may any exterior addition to or change or alteration be made to any improvements (including, without limitation, fences), unless and until two (2) copies of the plans and specifications and related data showing the nature, color, type, shape, height, materials, and location of the same must have been submitted to and approved in writing by the Residential ARC including, without limitation, approval as to the compliance of such plans and specifications

with this Amended and Restated Declaration and the Builder Guidelines, and the harmony of external design, location, and appearance in relation to surrounding structures and topography and the designation and location of the Building Envelope. One copy of such plans, specifications, and related data so submitted must be retained in the records of the Residential ARC, and the other copy will be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." The Residential ARC may establish a reasonable fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. Nothing contained herein will be construed to limit the right of an Owner to remodel the interior of his improvements, or to paint the interior of the improvements on his Lot any color desired. The Residential ARC has the authority to determine whether plans and specifications submitted for approval are acceptable to the Association and will use reasonable efforts to give its approval or disapproval of plans and specifications within forty-five (45) days after submission of all items required. The failure of such committee to respond within such period will be deemed to be a disapproval unless written approval is thereafter given.

Upon approval of plans and specifications, no further approval under this Article VI will be required with respect thereto, unless construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are altered or changed. The Residential ARC may disapprove plans and specifications, including for aesthetic considerations, which are reasonably determined to be inconsistent with the objectives and purposes of this Amended and Restated Declaration, Builder Guidelines, and Bylaws.

SECTION 4. LANDSCAPING APPROVAL. To preserve the aesthetic appearance of the Ranches of Clear Creek project, no substantial clearing, landscaping, grading or excavation may be implemented and installed on a Lot in the Properties unless and until the plans therefor have been submitted to and approved in writing by the Residential ARC. In the installation of landscaping and maintenance of his Lot, each Owner must comply with the Landscaping Guidelines.

SECTION 5. APPROVAL NOT A GUARANTEE OR VARIANCE. The review and approval of plans pursuant to this Article is made on the basis of aesthetic considerations only and no approval of plans and specifications and no publication of the Builder Guidelines may be construed as representing or implying that such plans, specifications, or guidelines will, if followed, result in properly designed improvements. Such approvals and Builder Guidelines will in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be built in a good and workmanlike manner. Neither the Association, the Residential ARC, nor any of their respective officers, partners, directors or members, are responsible or liable in damages or otherwise to any Person who submits plans for approval by reason of mistake of judgment, negligence or nonfeasance arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. The purpose of such reviews primarily seeks to conform the aesthetic appearances of development within the Properties. In addition, the approval of plans pursuant to this Article will not be deemed to be a variance from the specific restrictions of this Amended and Restated Declaration or the Builder

Guidelines. All variances must be issued in accordance with the provisions of Section 8 of this Article.

SECTION 6. RIGHT TO INSPECT. Any member of the Board of Directors or the Residential ARC, and their representatives have the right, but not the obligation, during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether the plans and specifications therefor have been approved or, if plans were approved, whether construction is in accordance with the approved plans. Such person or persons will not be deemed guilty of trespass by reason of such entry. In the event the Residential ARC determines that plans and specifications for the construction have not been approved or are not being complied with, the Residential ARC is entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In addition to any other remedies available to the Association, the Board may record a notice of violation with respect to the Lot in question.

SECTION 7. NO WAIVER OF FUTURE APPROVALS. The approval by the Residential ARC of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Residential ARC, will not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

SECTION 8. VARIANCES. The Residential ARC may grant variances from compliance with the restrictions of this Amended and Restated Declaration and from any of the Builder Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance will (a) be effective unless in writing or (b) stop the Residential ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing, will not be considered a hardship warranting a variance.

SECTION 9. BUILDING ENVELOPE. The Building Envelope on each Lot shall be located so that same is as far as reasonably possible from the Building Envelope on all other contiguous Lots. In the event that a Building Envelope has not been established on all contiguous tracts than the Building Envelope will be located as follows: (i) in a manner that will maintain the integrity of a residential ranch setting; (ii) be set back from any abutting road right of way boundary a minimum of 100 feet; (iii) have a side yard setback that is a minimum of 100 feet; and (iv) have a rear yard setback that is a minimum of 100 feet. Once established, the Building Envelope may not be modified or changed without Residential ARC approval.

ARTICLE VII. SPECIFIC USE RESTRICTIONS

SECTION 1. SINGLE FAMILY RESIDENCES. Each and every Lot in the Properties is hereby restricted to one (1) Single Family Residence and approved outbuildings and improvements, all

to be located only within the Building Envelope on the Lot, and used exclusively for single-family residential purposes and no Single Family Residence may be occupied by more than a single family which, for purposes hereof, means to any number of individuals living together as a single household unit, and the household employees of such household unit.

No garage sale, yard sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or Occupant may conduct business activities so long as: (a) the business activity is merely incidental to the primary use of the Lot and the Single Family Residence on the Lot for single family residential purposes, (b) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties, unless they come on the Properties to care for or train animals of the Owner of the Lot or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential ranch character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. The Board is authorized to promulgate rules and regulations to ensure that such businesses comply with the above requirements and to make factual determinations regarding the impact of a business on the residential ranch character of the Properties. If, in the judgment of the Board, the business activity has a detrimental impact on the residential ranch quality of the Properties or is not merely incidental to the primary use of the Lot and the Single Family Residence on the Lot for single family residential purposes or otherwise constitutes a nuisance, it is authorized to require that the Owner cease the business or alter it to the Board satisfaction. Notwithstanding anything contained in this Section, the Association may sponsor a community wide garage sale or rummage sale at such location or locations, as the Board deems appropriate from time to time. The terms "business" and "trade", as used in this Section, will be construed to have their ordinary, generally accepted meanings, and will include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Single Family Residence in accordance with the provisions of this Amended and Restated Declaration is not considered to be a trade or business as those terms are used in this Section.

SECTION 2. LIVING AREA REQUIREMENTS. The total living area of the Single Family Residence on a Lot may be not less than 2,000 square feet. The term "living area" does not include porches, overhangs, decks and garages.

SECTION 3. TYPE OF CONSTRUCTION. A Supplemental Declaration or the Builder Guidelines applicable to a particular Lot may require that a specified percentage of the exterior wall areas of the Single Family Residence on a Lot, exclusive of door and window openings, be constructed of masonry or brick veneer or another material approved by the Residential ARC or specified in the Builder Guidelines. No detached garage or accessory building may exceed one story in height without the written consent of the Residential ARC. Every garage and accessory building (except a greenhouse or storage shed) must be compatible in style and architecture with the Single Family Residence to which it is appurtenant.

Owners must obtain a Class "B" Building Permit from Waller County Flood Plan Administrator for all building construction, including bridges, within the 100 year Flood Plain.

SECTION 4. GARAGES, DRIVEWAYS AND SIDEWALKS. Each Single Family Residence must have an attached or detached garage for a minimum of two (2) full size vehicles. Each Owner must construct and maintain, at the Owner's expense, a driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Owner must repair, at the Owner's expense, any damage to the Street or drainage ditches occasioned by connecting the driveway thereto.

SECTION 5. ANTENNAE AND SATELLITE DISHES. Television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication may be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon. However, installation may only be placed within the Building Envelope in such a manner as to minimize the visibility to any neighbor or Common Area or as otherwise reviewed and approved by the Residential ARC.

SECTION 6. LIVESTOCK AND PETS. Horses, cattle, mules, donkeys and goats are allowed on individual lots, but in such a quantity as to not become a nuisance, as reasonably determined by the Board of Directors. Provided that, but in no event may the number exceed 1 livestock for every two (2) acres owned. A maximum of four (4) dogs, cats or other common household pets, in the aggregate (excluding in such maximum number, fish and birds) are also allowed. However, all livestock, exotic animals or animals which endanger health or otherwise constitute a nuisance or inconvenience to the Owners or Occupants within the Properties, in the sole discretion of the Board, may be prohibited by the Board. No other animals may be kept, bred or maintained for any commercial purpose on a Lot. Dogs which are household pets must, whenever they are outside an Owner's Lot, be under the control of a responsible person at all times. Without prejudice to the Board's right to prohibit and remove any such household pet, the owner of livestock or a pet that has caused damage to property is responsible for compensating the owner of the damaged property, but the Association has no obligation to enforce such responsibility. Animal control authorities are permitted to enter the Properties to patrol and remove livestock and pets as provided by applicable laws. Livestock and pets must be registered, licensed and inoculated as required by law.

SECTION 7. WINDOW AIR CONDITIONERS. No window or wall type air conditioner is permitted to be used, erected, placed or maintained on or in any Single Family Residence, except that the Residential ARC may, at its discretion, permit a window or wall type air conditioner to be installed if the unit, when installed, is not visible from a Street or any other Lot.

SECTION 8. RENTING OR LEASING. Single Family Residences may be rented or leased only by written leases and subject to the restriction that all tenants shall be subject to the terms and conditions of this Declaration and the rules and regulations promulgated by the Association as though such tenant were an Owner. Each Owner of a Single Family Residence agrees to cause his tenants to comply with this Declaration and the rules and regulations promulgated pursuant hereto, and are responsible and liable for all violations and losses caused by such tenants,

notwithstanding the fact that such tenants are fully liable for any such violation. All provisions of this Declaration and of any rules and regulations promulgated pursuant hereto which govern the conduct of Owners of a Single Family Residence and which provide for sanctions against Owners shall also apply to all Occupants of a Single Family Residence even though such Occupants are not specifically mentioned. Each Owner who leases his residence shall provide the Association with the name of his tenant and a mailing address where such Owner can be contacted at all times.

SECTION 9. VEHICLES AND PARKING. The term "vehicles", as used herein, means all vehicles including, without limitation, automobiles, trucks, motor homes, recreational vehicles, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, campers, buses, and vans, including such vehicles with the motor removed. No vehicle may be stored or left for periods exceeding forty-eight (48) hours, upon any Lot in the Properties that cause such vehicle to be visible from the Street, Common Area, or any other Lot. The parking of vehicles on Streets or within road right-of-way is specifically prohibited. Any vehicle parked or left not in accordance with this Section is deemed to be a nuisance. No vehicle is permitted on pathways or unpaved Common Area except for public safety vehicles and vehicles authorized by the Board. No vehicle may be operated on Common Area by a person who is not legally licensed to drive on any public road. All motorized vehicles must yield to livestock and/or wildlife.

SECTION 10. DISPOSAL OF TRASH. No trash, rubbish, garbage, debris, or offensive material of any kind may be kept or allowed to remain on any Lot, nor may any Lot be used or maintained as a dumping ground for such materials. All such matter must be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from public view by planting or fencing. All rubbish, trash, and garbage must be regularly removed and not allowed to accumulate. Equipment used for the temporary storage and/or disposal of such material prior to removal must be kept in a clean and sanitary condition and comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot must remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 11. DRAINAGE. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris may be placed in these areas. No Owner or Occupant of a Lot may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Private tanks or ponds must be approved by the Residential ARC prior to installation and must be designed in such a manner that will not impact the natural flow of water across adjoining properties.

Septic tanks may not be drained onto roads, Streets, alleys, public ditches, streams, Lakes or other such Common Areas, or onto adjoining properties, either directly or indirectly.

Drainage structures under private drives must have a net drainage opening area of sufficient size to permit the free flow of water without backwater and must be a minimum of one and three quarters (1 3/4) square feet (18" diameter pipe) reinforced concrete pipe. Culverts or bridges must be used for all driveways and/or walks.

No water well or septic system will be allowed within fifty (50') feet of any property line.

SECTION 12. CLOTHESLINES, GARBAGE CANS, WOODPILES, ETC. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items must be concealed from view of adjacent Streets and Lots.

SECTION 13. WEAPONS AND FIREWORKS. The use of fireworks and other weapons within the Properties is prohibited. The term "firearms" includes pellet guns, and small firearms of all types. The lawful possession of firearms and other weapons within the Properties is permitted. As permitted by law, only the lawful discharge of a firearm is permitted. The hunting and poaching of animals and wildlife within the Properties, including a Lot, are strictly prohibited. Nothing contained in this Amended and Restated Declaration will be construed to require the Association to take action to enforce this Section.

SECTION 14. TEMPORARY BUILDINGS. Temporary buildings or structures are not permitted on any Lot. However, the Association may permit temporary toilet facilities, sales and construction offices and storage buildings to be used by a Builder in connection with the construction and sale of a Single Family Residence and by contractors performing land development activities within the Properties. Builders may use garages as sales or construction offices for the time during which such Builders are constructing Single Family Residences.

SECTION 15. GRASS, SHRUBBERY and TREES. The Owner of each Lot must regularly maintain the areas of his Lot which are visible from the Street or adjacent Lots. Grass and weeds must be kept mowed to prevent unsightly appearance, and all drives and walkways must be maintained. Dead or damaged trees and shrubbery that are visible from the Streets, Common Areas, or neighboring Lots must be promptly removed or replaced, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees or shrubbery at the Owner's expense and the Association will not be liable for damage caused by such removal. The Owner of a Lot is required to plant and install shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment located on the Lot, and mow and maintain the grass, shrubbery or other screening devices around such utility equipment. The Association shall have the right to enter upon the Lots for such purposes.

No tree with a caliper of more than three inches (3") may be removed, cut down or otherwise destroyed, within 100 lineal feet of a side Lot line, unless required for the installation of utilities, as specified by the local utility provider, or approved in writing by the Residential ARC.

SECTION 16. TRAFFIC SIGHT AREAS. All Lots located at Street intersections must be landscaped so as to permit safe sight across the Street corners. No fence, wall, hedge, or shrub planting may be placed or permitted to remain if the fence, wall, hedge or plant obstructs sight-lines or creates a traffic or visibility problem, as determined by the Board of Directors.

SECTION 17. DECORATIONS. No decorative appurtenances such as sculptures, birdbaths and birdhouses, flagpoles (subject to state law), fountains or other decorative embellishments may be placed in areas within a Lot that are visible from adjacent Lots, Common Areas or roads unless

such items have been approved in writing by the Residential ARC and are in compliance with the Builder Guidelines or the Rules adopted by the Board. Notwithstanding the foregoing, customary seasonal decorations are permitted for a maximum of thirty (30) days, subject to the right of the Board to adopt guidelines for decorations.

SECTION 18. PLAYGROUND EQUIPMENT. All playground equipment must be located within the Building Envelope and in a location approved by the Residential ARC.

SECTION 19. OUTBUILDINGS. No outbuilding may be located on a Lot outside of the Building Envelope without the prior written approval of the Residential ARC. An outbuilding must be located in such a manner as to be no nearer a Street or Common Area than the rear elevation of the Single Family Residence. No more than three (3) outbuildings or similar structures, whether temporary or permanent, are allowed on a Lot unless otherwise approved in writing by the Residential ARC.

SECTION 20. SIGNS. No sign or emblem of any kind may be kept or placed on a Lot or mounted, painted or attached to any fence without the prior written approval of the Residential ARC, with the following exceptions:

- a) **For Sale Signs.** An Owner may erect one (1) sign on his Lot, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of such Lot advertising the property for sale. Realtors may erect one sign at the Service Road gate entrance.
- b) **Builders Signs.** Any Builder may utilize one professional sign, not exceeding 2' X 3' in area per Lot for advertising and sales promotion of the Single Family Residence on such Lot.
- c) **Political Signs.** Ground mounted political signs as permitted by law; provided that, only one (1) sign for each candidate or measure may be displayed on a Lot no earlier than the 90th day before the date of the election to which the sign relates or no later than the 10th day after the election date. No sign may be larger than four feet by six feet (4' x 6')
- d) **School Spirit Signs.** A sign containing information about one or more children residing in the Single Family Residence and the school they attend is permitted so long as the sign is not more than 36" x 36". There may be no more than one (1) sign for each child under the age of eighteen (18) residing in the Single Family Residence. Banners are not permitted.
- e) **Security Signs and Stickers.** Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Single Family Residence are permitted so long as the sign is not more than 12" x 12" or the sticker is no more than 4" x 4". There may be not more than one sign per Lot and stickers on no more than fifty percent (50%) of the windows and one on the front door or front entry area.

No sign permitted by this Section may be illuminated. In addition to any other remedies provided for in this Amended and Restated Declaration, the Board of Directors or its duly authorized agent has the authority to go onto a Lot to remove any sign which violates this Section, provided the violating Owner has been given forty-eight (48) hours written notice by the Board of Directors of its intent to exercise this remedy. All costs incurred by the Association to secure compliance with the provisions of this Section, including reasonable attorney's fees actually incurred, will be assessed against the violating Owner and collected as provided for herein for the collection of Assessments.

SECTION 21. FENCES. No fence or wall may be erected on a Lot nearer than 25 lineal feet running parallel to the edge of the sixty (60) foot road easement or 55 feet from the Street centerline and from the boundary of other Common Areas, including but not restricted to Lakes and Creeks and as further noted on the plat of the subdivision containing such Lot unless otherwise approved by the Residential ARC. Where fence lines exist, and such existing fence lines do not exceed the required setback, new fences must match up to their existing setback. Fences along roads and Common Areas must be four-board wood fences, painted black to match the fences along the primary project entrance. No metal poles are allowed on any fence visible to roads, Common Areas, or neighboring properties. The plans for all fences must be approved by the Residential ARC, which has the authority to specify acceptable materials and/or fence design for specific areas such as along major thoroughfares. The Owner of each Lot is responsible for the proper maintenance of all fences on his Lot unless the Association assumes such obligation.

Entry gates, designed in harmony with the Properties, are allowed but only with the prior written approval of the Residential ARC.

SECTION 22. LAKEFRONT LOTS. The following restrictions apply to all Common Area Lakefront Lots (Lakefront Lots):

- a) The installation of boat docks, piers and other man-made alterations to a Common Area Lake (Lake) are prohibited. Decks and patios may be placed on Lot beyond the setback lines specified in the plat of the subdivision provided that the plans and specifications therefor are submitted to and approved in writing by the Residential ARC;
- b) The Owner of each Lakefront Lot is responsible for all temporary erosion control measures required during construction on his or her Lot to ensure that there is no erosion into the Lake and such Owner is responsible for any repair or maintenance required due to erosion caused by construction on the Lot;
- c) An Owner or Occupant of a Lakefront Lot may not withdraw water from or discharge water into a Lake;
- d) An Owner or Occupant of a Lakefront Lot may not dump or place refuse, trash or any other material into a Lake;
- e) An Owner or Occupant of a Lakefront Lot may not release or introduce any wildlife, waterfowl, reptiles or fish into a Lake or put water plants into a Lake;
- f) Each Lakefront Lot must have a uniform fence following the same specifications as a fence facing any Street or Common Area, with the exception that the fence may be a three-board fence in lieu of a four-board fence;

- g) Storage buildings may not be placed in the rear yard of a Lakefront Lot;
- h) A Lakefront Lot may not be altered so that it drains directly into a Lake unless otherwise approved in writing by the Residential ARC.

SECTION 23. OWNER'S MAINTENANCE. Each Owner and Occupant of a Lot is at all times required to maintain his Lot and all improvements on the Lot in a clean, sightly and safe condition and to conform with the Builder Guidelines and any specific standards which the Board of Directors may adopt by resolution for the Properties. Unless expressly assumed by the Association, an Owner's maintenance obligation includes, but is not limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements, including fences; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the repair, replacement, cleaning and relamping of all signs; the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaped areas; and, during construction, the cleaning of dirt, construction debris and other construction-related refuse from Streets and storm drains and inlets. In the event an Owner fails to maintain his Lot, the Association has the right, but not the obligation, to enter upon the Lot to perform the necessary work as more specifically set forth in Section 8 of Article IX hereof.

All Streets in the subdivision are private and will be maintained by the Association.

SECTION 24. DAMAGE AND DESTRUCTION OF IMPROVEMENTS. Each Owner must maintain, at the Owner's expense, casualty insurance on the Single Family Residence in an amount not less than the replacement cost thereof. In the event a Single Family Residence is partially or entirely destroyed by fire or other casualty, such Single Family Residence must either be repaired and restored within a reasonable period of time or demolished and the Lot landscaped so that no damaged portion of the former structure remains visible. Subject only to the rights of the holder of a first Mortgage lien on the Lot on which the damaged or destroyed Single Family Residence is located, the insurance proceeds from any insurance policy covering a damaged or destroyed Single Family Residence must be first applied to such repair, restoration or replacement of such Single Family Residence, or to the demolition of such Single Family Residence and landscaping of such Lot. Each Owner is responsible for the repair, restoration, replacement or demolition of the Single Family Residence owned by such Owner pursuant to the terms of this Amended and Restated Declaration. Any such repair, restoration or replacement must (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be in accordance with the plans and specifications for the original construction of the Single Family Residence unless otherwise approved in writing by the Residential ARC. If the proceeds of the insurance available to the Owner of a damaged Single Family Residence are insufficient to pay for the cost of repair, restoration or replacement following a casualty (or demolition and landscaping if the Residence is to be demolished), the Owner of such Single Family Residence is responsible for the payment of any such deficiency necessary to complete the repair, restoration, replacement or demolition.

**ARTICLE VIII.
MORTGAGEE PROVISIONS**

The following provisions are for the benefit of the holders of Mortgages that are superior to the Association's lien.

SECTION 1. NOTICES OF ACTION. A Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the description of the affected property), will be entitled to timely written notice of:

- a) any proposed termination of the Association;
- b) any condemnation loss or any casualty loss which affects the property on which there is a mortgage or deed of trust held, insured, or guaranteed by such Mortgagee; or
- c) any delinquency in the payment of Assessments or charges owed by an Owner of the property subject to the Mortgage of such Mortgagee, where such delinquency has continued for a period of sixty (60) days.

SECTION 2. NO PRIORITY. No provision of this Amended and Restated Declaration gives or will be construed as giving any Owner or other party priority over any rights of the Mortgagees in the case of distribution of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

SECTION 3. NOTICE TO ASSOCIATION. Upon request, each Owner is obligated to provide the Association with the name and address of the holder of any Mortgage encumbering such Owner's Lot.

**ARTICLE IX
GENERAL PROVISIONS**

SECTION 1. TERM. Unless sooner terminated or amended in accordance with the provisions of this Amended and Restated Declaration, the provisions of this Amended and Restated Declaration will run with and bind the land and be and remain in effect for a period of forty (40) years after the date that this Amended and Restated Declaration is recorded, after which time this Amended and Restated Declaration will be automatically extended for successive periods of ten (10) years, unless amended or modify as provided herein.

SECTION 2. SEVERABILITY. Invalidation of a provision in this Amended and Restated Declaration by judgment or other court order will not affect any other provisions, which will remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein will be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations for other entities or individuals, male or female, will in all cases be assumed as though in each case fully expressed.

SECTION 4. HEADINGS. Headings used in this Amended and Restated Declaration are included for reference only and are not to be used in the construction or interpretation, of any provision in this Amended and Restated Declaration.

SECTION 5. AMENDMENT. This Amended and Restated Declaration may be amended at any time by an instrument in writing and signed by the Secretary of the Association certifying that Owners representing not less than sixty-seven percent (67%) of the total votes in the Association approved such amendment, setting forth the amendments, and duly recorded in the Official Public Records of Real Property of Waller County, Texas. In the event that there are multiple Owners of a Lot, the written approval of an amendment to this Amended and Restated Declaration may be reflected by the signature of a single co-Owner. Any legal challenge to the validity of an amendment to this Amended and Restated Declaration must be initiated by filing a suit not later than one (1) year after the date the amendment document is recorded in the Official Public Records of Real Property of Waller County, Texas.

SECTION 6. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same or similar purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association will administer the covenants, conditions and restrictions established by this Amended and Restated Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. No merger or consolidation is permitted.

SECTION 7. DISSOLUTION. The Association may be dissolved with the approval by two-thirds (2/3) vote the Members, as required by law. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association must be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets must be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

SECTION 8. ENFORCEMENT. Each Owner and Occupant shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and with the rules and regulations adopted by the Board. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of Assessments. Failure to comply with this Declaration or the rules and regulations shall be grounds for an action to recover sums due for damages, injunctive relief, or any other remedy available at law or in equity, maintainable by the Board, on behalf of the Association, or by any Owner of a portion of the Properties. Failure of the Board or any other Person to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the right to enforce, by any proceeding at law or in equity, any other restrictions, conditions, covenants and liens imposed upon any portion of the Properties which by the terms of the instrument creating same grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter. In addition to any other remedies provided for herein, the Association or its duly

authorized agent shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration or the Builder Guidelines. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

SECTION 9. RIGHT OF ENTRY. The Association has the right, but not the obligation, to enter onto a Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Amended and Restated Declaration, the Bylaws, and the Association's rules, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry may only be during reasonable hours and after notice to the Owner. This right of entry includes the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

SECTION 10. NOTICE OF SALE OR TRANSFER OF TITLE. In the event that an Owner sells or otherwise transfers title to his or her Lot such Owner must provide the Association with a copy of the executed instrument of conveyance and give the Association written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. The Board may require payment of a reasonable fee to defray the costs incurred in changing its records to reflect the new Owner of a Lot.

SECTION 11. CUMULATIVE EFFECT; CONFLICT. The covenants, conditions and restrictions in this Amended and Restated Declaration are cumulative with the provisions of Supplemental Declarations, if any; provided, however, in the event of conflict between a provision in this Amended and Restated Declaration and a provision in a Supplemental Declaration, the provision in this Amended and Restated Declaration will prevail.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the President of the Ranches of Clear Creek Community Association;

That this instrument constitutes the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Ranches at Clear Creek and was approved by a vote of at least sixty-seven percent (67%) of the total votes allocated to Owners.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 02 day of MAY, 2025

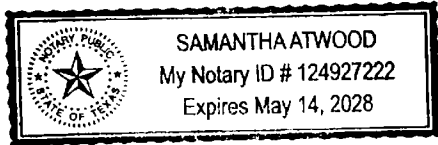
By: [Signature]
Print Name: LUCAS W. BAZAN
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Lucas W. Bazan, the President of the Ranches of Clear Creek Community Association known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes expressed and in the capacity herein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2 the day of May, 2025.

[Signature]
Notary Public - State of Texas



FILED AND RECORDED

Instrument Number: 2505768

Filing and Recording Date: 05/20/2025 02:07:04 PM Pages: 32 Recording Fee:

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

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.

CSC, Deputy

Returned To:
ROBERTS MARKEL WEINBERG BUTLER HAILEY
2800 POST OAK BLVD FL 57
HOUSTON, TX 77056