



*35 Homesites
Livingston, Texas
Developer Close-Out*

**BIDDING ENDS
NOON (CDT)
SEPT 17TH**



800.742.9165

7HAUCTIONS.COM

TABLE OF CONTENTS

Introduction	pg 3
Subdivision Map	pg 4
Property List	pg 5
Property Photos	pg 6
Location Map	pg 7
Phase 1 Plat	pg 8
Phase 1 Replat	pg 15
Declaration of Covenants	pg 17
Amended Declaration of Covenants	pg 39
Sample Title Commitment	pg 61
Sample Contract	pg 76
Easement Note	pg 83
Terms & Conditions	pg 84

CONTACT INFORMATION



Buddy Lee, CAI
Seven Hills Auctions
info@7Hauctions.com
800.742.9165



Branson Parker
TREC License #777453
Branson.Parker@AddisonCapitalTX.com
903.736.9451

BIDDING ENDS SEPTEMBER 17TH, NOON (CDT)
AT 7HAUCTIONS.COM

Dear Prospective Bidders,

Seven Hills Auctions is proud to announce an incredible collection of homesites in the Ridge Lake Subdivision. This auction features 35 premier homesites in Livingston, Texas. Conveniently located just north of Houston, this exclusive gated community has much to offer.

The information contained in this package has been prepared to assist you in your pre-auction due diligence. Please review this information carefully before bidding. We certainly appreciate your interest in this auction. It's our goal to make the auction process simple and easy for you. Should you have any questions, please do not hesitate to contact us at 800.742.9165. Our staff of auction professionals are ready to answer any questions you may have. Get in the auction today and do not miss out on this golden opportunity!

Sincerely,

A handwritten signature in blue ink, appearing to read "Buddy Lee".

Buddy Lee, CAI
Founder / President

DISCLAIMER

All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.



OFFERING SUMMARY

Property	Total Land Area	Street	Lot	Latitude	Longitude
RL-3	1.5± Acres	Ridge Lake Rd	Lot 3	30.71249	-94.884
RL-16	2.41± Acres	Addison Rd	Lot 16	30.71563	-94.889
RL-22	1.57± Acres	Addison Rd	Lot 22	30.71681	-94.891
RL-24	2.14± Acres	Addison Rd	Lot 24	30.71694	-94.889
RL-28	1.57± Acres	Addison Rd	Lot 28	30.71795	-94.891
RL-30	2.08± Acres	Addison Rd	Lot 30	30.71900	-94.891
RL-31	1.57± Acres	Addison Rd	Lot 31	30.71827	-94.892
RL-43	1.93± Acres	Anna Grace Rd	Lot 43	30.71975	-94.894
RL-50	1.52± Acres	Anna Grace Rd	Lot 50	30.72168	-94.895
RL-54	1.5± Acres	Anna Grace Rd	Lot 54	30.72263	-94.895
RL-55	1.5± Acres	Anna Grace Rd	Lot 55	30.72329	-94.896
RL-75	1.52± Acres	Western Rd	Lot 75	30.72072	-94.891
RL-76	1.78± Acres	Western Rd	Lot 76	30.72018	-94.890
RL-77	1.97± Acres	Western Rd	Lot 77	30.72009	-94.891
RL-78	1.77± Acres	Western Rd	Lot 78	30.71966	-94.891
RL-80	1.67± Acres	Western Rd	Lot 80	30.72001	-94.893
RL-84	2.51± Acres	Grace Cir	Lot 84	30.7222	-94.895
RL-86	1.53± Acres	Grace Cir	Lot 86	30.72162	-94.893
RL-88	1.5± Acres	Anna Grace Rd	Lot 88	30.72456	-94.896
RL-103	1.5± Acres	Anna Grace Rd	Lot 103	30.72697	-94.893
RL-120	2.33± Acres	Anna Grace Rd	Lot 120	30.73013	-94.893
RL-128	1.5± Acres	Tranquility Rd	Lot 128	30.73032	-94.891
RL-132	1.5± Acres	Tranquility Rd	Lot 132	30.72911	-94.891
RL-134	1.5± Acres	Tranquility Rd	Lot 134	30.72849	-94.891
RL-158	1.52± Acres	Tranquility Rd	Lot 158	30.72770	-94.887
RL-163	2.4± Acres	Covey Cir	Lot 163	30.72619	-94.886
RL-164	1.67± Acres	Covey Cir	Lot 164	30.72674	-94.887
RL-203	2.13± Acres	Vintage Rd	Lot 203	30.72475	-94.887
RL-206	1.9± Acres	Vintage Rd	Lot 206	30.72447	-94.889
RL-222	1.54± Acres	Vintage Rd	Lot 222	30.71907	-94.888
RL-229	1.52± Acres	Ridge Lake Rd	Lot 229	30.71637	-94.888
RL-276	1.51± Acres	Tranquility Rd	Lot 276	30.72787	-94.889
RL-RP2	6.13± Acres	Anna Grace Rd	Replat 2	30.731449	-94.889
RL-RP3	6.7± Acres	Anna Grace Rd	Replat 3	30.73073	-94.890
RL-RP4	9.32± Acres	Tranquility Rd	Replat 4	30.728987	-94.889

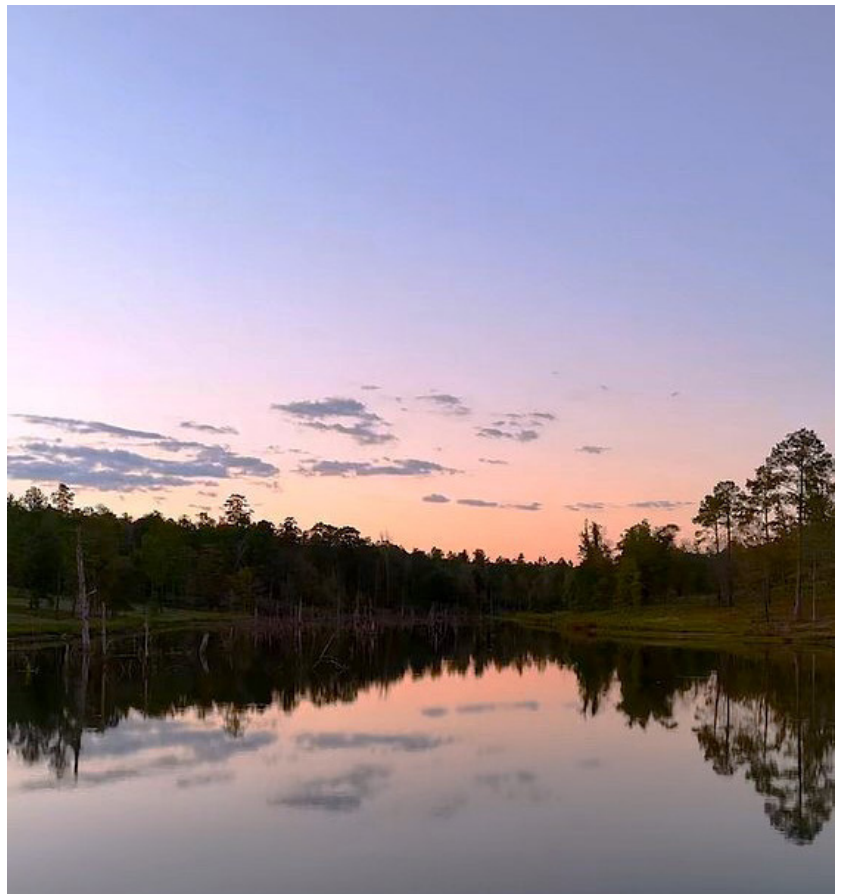


Offered Individually Only

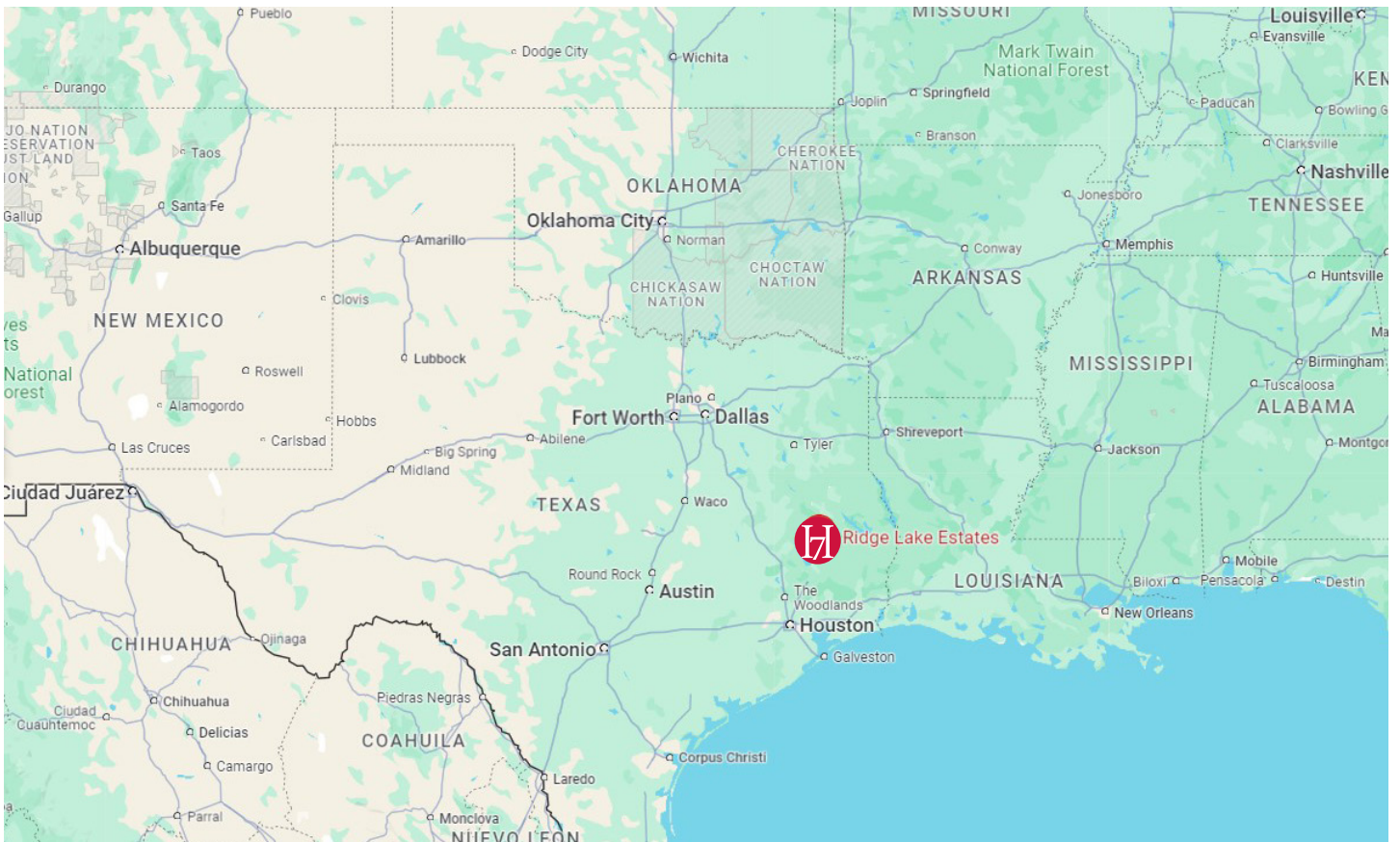
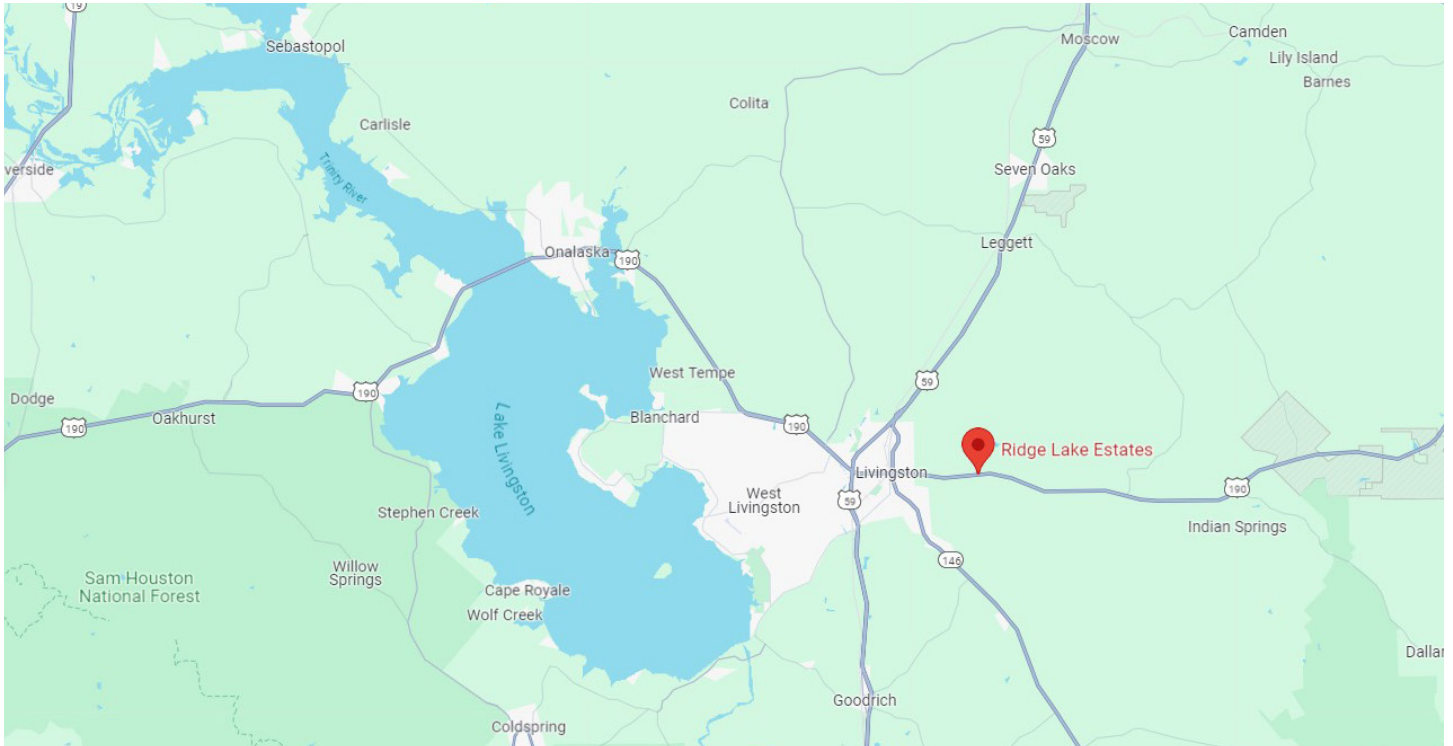


Offered in a Bulk Package Only

PROPERTY PHOTOS



LOCATION MAP



PHASE 1 PLAT

THE STATE OF TEXAS §
COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS, that Choates Creek Investments, LLC, a corporation organized and existing under the laws of the State of Texas, with its home address at P.O. BOX 2007, FULTON, TEXAS, 75752, and owner/subdivider/developer of 242.589 acres of land out of the William Newell Survey, A-451, 55.757 acres of land out of the H.C. Reynolds Survey, A-1031, 55.057 acres of land out of the Jesse Massey Survey, A-422, and 1.198 acres of land out of the L.M. Currie Survey, A-751, in Polk County, Texas, as conveyed to it by deed dated July 06, 2022, and recorded in Volume 2423, Page 787, and dated October 11, 2022, and recorded in Volume 2445, Page 240, Real Property Records of Polk County, DOES HEREBY SUBDIVIDE 354.807 acres of land out of said Surveys, to be known as the Ridge Lake Estates, Phase 1, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and does hereby dedicate to owner/subdivider/developer the use of the streets and easements shown hereon.

IN WITNESS WHEREOF the said Choates Creek Investments, LLC, has caused these presents to be executed by its managing members, thereto duly authorized, this the 25th day of October, A.D. 2022.

Chris Boone
Chris Boone
Managing Member

Greg Hendrix
Greg Hendrix
Managing Member

THE STATE OF TEXAS §
COUNTY OF POLK §

BEFORE ME, the undersigned authority, on this day personally appeared Greg Hendrix and Chris Boone, Managing Members of Choates Creek Investments, LLC, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day 25th of October, 2022.

Jennifer M. Thompson
Jennifer M. Thompson
Notary Public and for Polk County, Texas
My commission expires 05-17-2026



THE STATE OF TEXAS §
COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Registered Professional Engineer in the State of Texas, hereby certify that this plat complies with the engineering related requirements of the Polk County Subdivision Regulations.

Tom Smith
Tom Smith
Registered Professional Engineer
License No. 64662

10-28-22
Date



CERTIFICATE OF ROAD MAINTENANCE

"In approving this plat by the Commissioners Court of Polk County, Texas, it is understood that all roads shown hereon are private roads and shall remain the property of the Owner/subdivider/developer and/or subsequent owners of the property. The construction, repair, and maintenance of these roads and any associated drainage improvements will be the responsibility of the Owner/subdivider/developer and/or subsequent owners of the subdivision and will not be the responsibility of Polk County."

Greg Hendrix
Owner/subdivider/developer or Representative
Date 10/25/2022

APPROVED BY THE Commissioners' Court of Polk County, Texas, this 25th day of October, 2022.

Guylene Robertson
GUYLENE ROBERTSON, EDC
COMMISSIONER, PRECINCT #1

Ronnie Vincent
RONNIE VINCENT
COMMISSIONER, PRECINCT #2

Sydney Murphy
SYDNEY MURPHY
COUNTY CLERK

Milt Purvis
MILT PURVIS
COMMISSIONER, PRECINCT #3

D.T. Tomlin
D.T. TOMLIN
COMMISSIONER, PRECINCT #4

THE STATE OF TEXAS §
COUNTY OF POLK §

I, *Schellene Heck*, County Clerk of Polk County, Texas, do hereby certify that on the 28th day of October, A.D. 2022, the Commissioners Court of Polk County, Texas, passed an Order authorizing the filing for record of this Plat, and said Order has been duly entered in the minute of the said Court in Book 135, Page 211. WITNESS MY HAND AND SEAL OF OFFICE this the 27th day of October, A.D. 2022.

Schellene Heck
SHELLENE HECK
COUNTY CLERK
POLK COUNTY, TEXAS

Sydney Murphy
SYDNEY MURPHY
COUNTY JUDGE
POLK COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF POLK §

I, *Schellene Heck*, County Clerk of Polk County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 28th day of October, 2022, at 10:05 o'clock a.m., and duly recorded on the 28th day of October, A.D. 2022, in Volume 2445, Page 240, in the Real Property Records of Polk County, Texas in Volume 135, Page 211. WITNESS MY HAND AND SEAL OF OFFICE this the 28th day of October, A.D. 2022.

Schellene Heck
SHELLENE HECK
COUNTY CLERK
POLK COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

I, Sydney Murphy, County Judge of Polk County, Texas, do hereby certify that this map or plat, with field notes hereon, that a subdivision having been fully presented to the Commissioners Court of Polk County, Texas, and by the said Court duly considered, were on this day approved and plat is authorized to be registered and recorded in the proper records of the County Clerk of Polk County, Texas.

Sydney Murphy
Sydney Murphy, Polk County Judge
Date 10/25/2022

HEALTH DEPARTMENT APPROVAL

Based upon the representations of the engineer and surveyor whose seal is affixed hereto, and after review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the Vector Regulations, the Polk County Flood Plain Regulations, and the Rules of Polk County for On-Site Sewage Facilities. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Polk County disclaims any responsibility to any member of the public for independent verification of the representations, actual or otherwise, contained in this plat and the documents associated with it.

Kevin Davis
Kevin Davis
Health Inspector

CERTIFICATE OF SURVEYOR

THE STATE OF TEXAS §
COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS, that I, Thomas A. McIntyre, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Plat complies with the survey related requirements of the Polk County Subdivision Regulations and I further certify that this plat is true and correctly made and prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

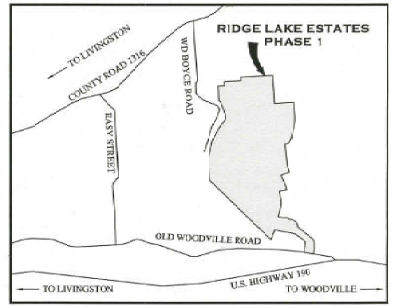
Thomas A. McIntyre
Thomas A. McIntyre
Registered Professional Land Surveyor
License No. 6921

10-21-22
Date



283A

FILED FOR RECORD
THIS 28th day of OCTOBER, 2022
AT 10:05 o'clock a.m.
SHELLENE HECK
County Clerk, Polk County Texas
By *Schellene Heck*



VICINITY MAP
(NOT TO SCALE)

RIDGE LAKE ESTATES, PHASE 1

BEING A SUBDIVISION OF 354.807 ACRES SITUATED IN THE H. D. REYNOLDS SURVEY, ABSTRACT NO. 691, WILLIAM NEWELL SURVEY, ABSTRACT NO. 451, JESSE MASSEY SURVEY, ABSTRACT NO. 422, AND L.M. CURRIE SURVEY, ABSTRACT NO. 751, POLK COUNTY, TEXAS

CONTAINING 191 LOTS
AND 2 RESERVES
OCTOBER 2022

OWNER

CHOATES CREEK INVESTMENTS, LLC
P.O. BOX 2007
FULTON, TEXAS 75752

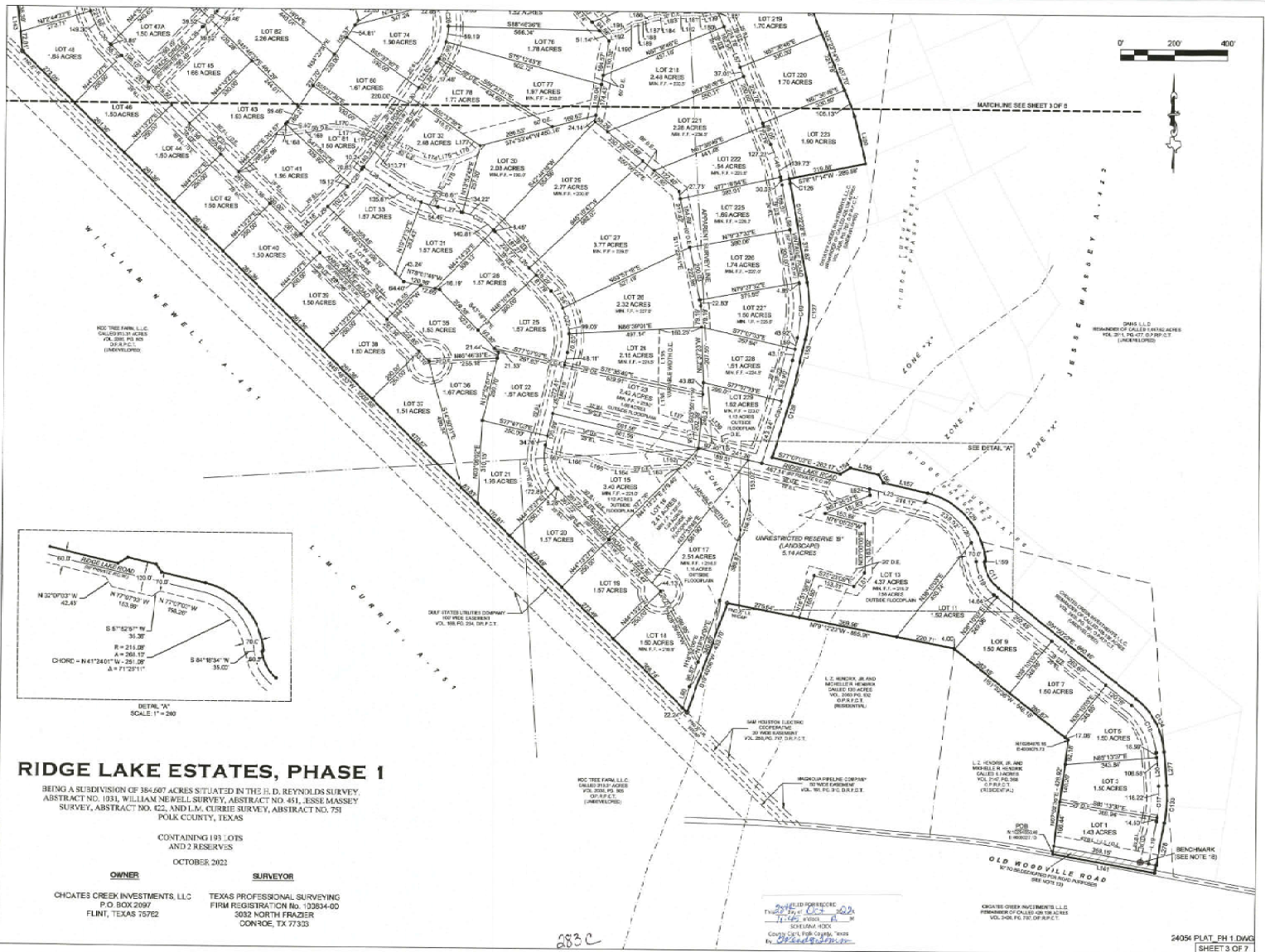
SURVEYOR

TEXAS PROFESSIONAL SURVEYING
FIRM REGISTRATION NO. 100834-00
3332 NORTH FRAZIER
CONROE, TX 77385

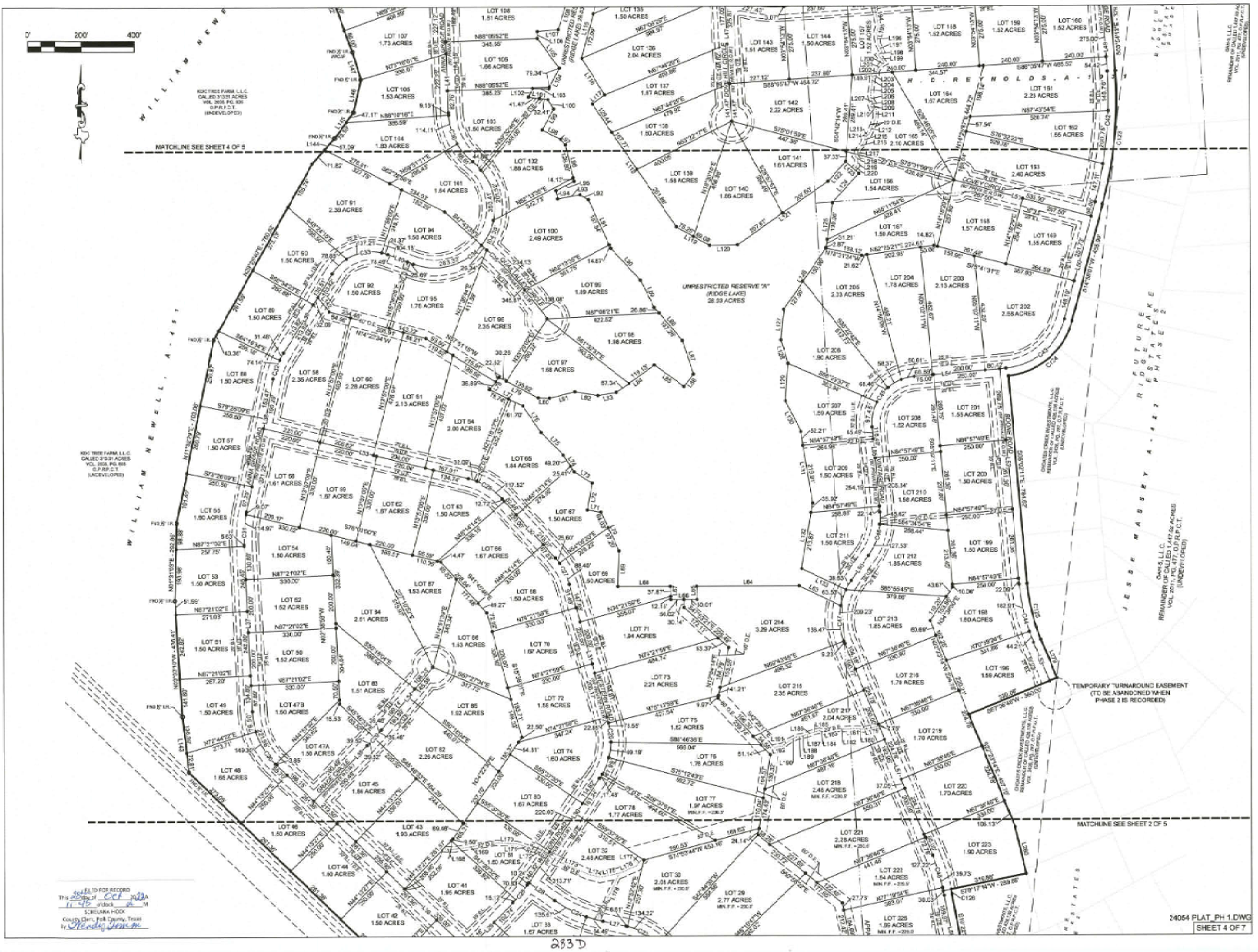
24254 PLAT, PH. 1, DWG
SHEET 1 OF 7



PHASE 1 PLAT



PHASE 1 PLAT



RIDGE LAKE ESTATES, PHASE 1

BEING A SUBDIVISION OF 384.607 ACRES SITUATED IN THE F. D. REYNOLDS SURVEY, ABSTRACT NO. 1031, WILLIAM NEWELL SURVEY, ABSTRACT NO. 451, JESSE MASSEY SURVEY, ABSTRACT NO. 422, AND L.M. CURRIE SURVEY, ABSTRACT NO. 751
POLK COUNTY, TEXAS

CONTAINING 193 LOTS
AND 2 RESERVES
OCTOBER 2022

OCTOBER 2022

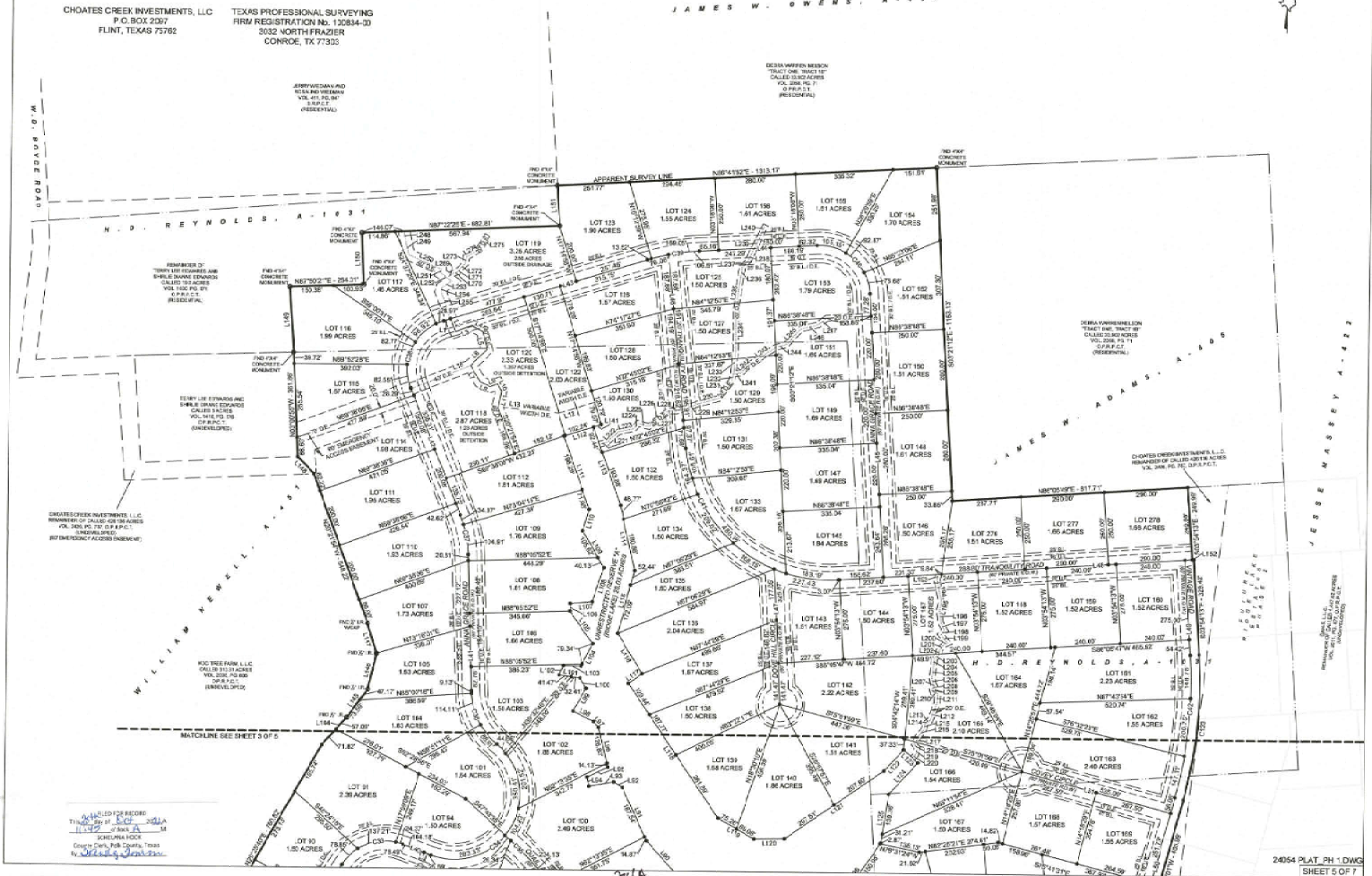
OWNER

CHOATES CREEK INVESTMENTS, LLC
P.O. BOX 2097
FLINT, TEXAS 75762

SURVEYOR

TEXAS PROFESSIONAL SURVEYING
FIRM REGISTRATION No. 120834-00
3032 NORTH FRAZIER
CONROE, TX 77303

J A M E S W . O W E N S , A - 4 6 4



FILED FOR RECORD
This 25th day of Oct 2022
11:45 a.m. A
SHELBA HOCK
County Clerk, Falls County, Texas
By: [Signature]

-BENCH MARK-
3" BRASS DISK SET IN 6" CONCRETE COLUMN
ELEVATION: 278.95'
(SEE GENERAL NOTE 1B)

L111	R19° 36' 55.64"E	263.27
L112	M72° 45' 19.73"E	187.23
L113	S11° 38' 45.94"E	286.32
L114	S12° 38' 23.70"E	226.95
L115	S14° 33' 29.20"W	234.33
L116	S31° 48' 40.61"E	60.43
L117	S53° 38' 45.53"W	57.31
L118	S34° 11' 39.71"E	508.19
L119	S47° 39' 35.04"E	144.34
L120	N69° 05' 38.01"E	155.96
L121	N65° 03' 36.45"E	45.21
L122	N47° 12' 39.38"E	102.27
L123	N47° 16' 50.95"E	66.52
L124	S47° 12' 05.35"E	54.63
L125	S39° 03' 33.63"W	170.57
L126	S34° 27' 45.62"W	211.65
L127	S30° 16' 47.58"W	185.62
L128	E16° 36' 06.73"E	9.73
L129	S34° 12' 14.39"W	144.33
L130	S27° 02' 01.71"E	133.23

LOTS/LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N02° 45' G2 19'E	25.39
L2	S20° 56' S2 51'E	47.77
L3	N61° 51' S44.77'E	56.84
L4	961° 49' 11.67'E	45.99
L5	S14° 11' 20.55'E	63.39
L6	S43° 55' 61.24"W	76.60
L7	S33° 25' 24.71'E	82.72
L8	S84° 49' 43.64"E	36.07
L9	N86° 17' 19.67"E	26.57
L10	S29° 05' 45.92"E	28.64
L11	S11° 02' 03.37"W	57.64
L12	N19° 46' 45.99"E	83.03
L13	S38° 16' 06.36"W	56.02
L14	S55° 05' 34.12"E	73.32
L15	S70° 32' 30.29"W	28.46
L16	S37° 35' 14.20"E	69.21

L201	564° 06' 43.75"	11.36°
L202	541° 58' 31.22"	27.62°
L203	502° 47' 52.29"	17.62°
L204	581° 53' 23.66"	15.92°
L205	541° 58' 25.89"	25.14°
L206	508° 51' 45.51"	42° 0'
L207	512° 39' 25.44"	22.17°
L207	512° 39' 24.97"	5.93°
L208	514° 01' 51.72"	12.53°
L209	530° 47' 08.35"	10.58°
L210	575° 07' 33.82"	16.10°
L211	539° 28' 03.68"	33.52°
L212	542° 55' 14.09"	54.25°
L213	552° 51' 34.57"	14.22°
L214	552° 51' 34.57"	14.22°
L215	514° 32' 43.71"	20.88°
L216	538° 54' 05.98"	30.58°
L217	538° 54' 05.98"	30.58°
L218	542° 54' 27.68"	14.77°
L219	568° 52' 51.71"	23.55°
L220	504° 33' 56.129"	-6.90°

L345	N45° 11' 21.12"E	120.78
L346	N1° 21' 50.34"S	120.00
L347	N16° 47.59.25"E	105.73
L348	N45° 42.28.13"W	80.97
L349	N04° 40.02.17"E	226.74
L350	N22° 40.59.52"E	178.62
L351	N04° 12.30.62"W	140.83
L352	N08° 05.46.30"E	4.92
L353	S12° 52' 51.97"E	87.07
L354	N67° 52.57.11"E	42.43
L355	S27° 07.02.19"E	110.56
L356	S32° 07.02.49"E	35.38
L357	S77° 07.02.9"E	98.57
L358	S43° 13' 37.07"W	6.94
L359	47° 51' 30.45"W	397.27
L360	60° 46' 23.80"E	120.37
L361	31° 26' 18.65"W	185.15
L362	S22° 23' 14.0"E	156.47
L363	S13° 15' 16.22"E	166.39

25, ALL CUL-DE-SAC'S HA
26, LAND USE LIMITATION
WELLAND ON-SITE SE
27, THERE IS HEREBY DE
CONDITIONS EMERGE
EASEMENT". THE LOC
EMERGENCY SITUATI
IS LOST, AND THE GAT
THE MAIN ENTRANCE

4. FILED FOR RECORD
This 11th day of Oct. 2002
11:45 a.m. at M

- 1) U.E. INDICATES "UTILITY EASEMENT"
- 2) B.L. INDICATES "BUILDING LINE"
- 3) D.E. INDICATES "DRAINAGE EASEMENT"
- 4) V.O.L. INDICATES "VOLUME"
- 5) P.G. INDICATES "PAGE"
- 6) R.O.W. INDICATES "RIGHT-OF-WAY"
- 7) D.R.P.C.T. INDICATES "DEED RECORDS POLK COUNTY TEXAS"
- 8) O.P.R.C.T. INDICATES "OFFICIAL PUBLIC RECORDS POLK COUNTY TEXAS"
- 9) ● INDICATES "LOT" FROM ROAD LOT SET WITHIN CAP
- 10) COORDINATES AND BEARINGS SHOWN HEREON ARE REFERENCE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4235) (NAD83) AND MAY BE CONVERTED TO GROUND BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00012607803176.
- 11) BENCHMARK SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1989 (NAVD83) AND BASED ON THE PUBLISHED VALUE OF 85 BENCHMARK MPT 070202. DESIGNATION TOLV REF MON 1, PUBLISHED ELEVATION 17.60'. VERTICAL MEASUREMENTS WERE MADE VIA GPS OBSERVATIONS UTILIZING ALTIMETER, CENTRAL'S VERTICAL REFERENCE STATION (VRS) NETWORK USING GEOTIDE AND ADJUSTED TO THE ABOVE-MENTIONED BENCHMARK. THE PUBLISHED ELEVATION MINUS THE OBSERVED ELEVATION (17.672) EQUALS A 0.12'. THIS DIFFERENCE IN ELEVATION HAS BEEN ADDED TO ALL VERTICAL MEASUREMENTS ON THIS SURVEY.
- 12) SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" AND ZONE "Y" AND A PORTION DOES APPEAR TO LIE WITHIN THE 100 YEAR FLOODPLAIN PER GRAPHIC SCALING ACCORDING TO THE FEMA COMMUNITY PANEL NUMBER 43373CM00C AND 43373000C. BOTH HAVE AN EFFECTIVE DATE OF 09-29-2010.
- 13) THERE IS A TOTAL OF 0.27 ACRES TO BE CONVEYED FOR ROAD PURPOSES.
- 14) SUBJECT PROPERTY IS NOT LOCATED WITHIN THE MUNICIPAL LIMITS OR ETJ BOUNDARIES OF ANY COMMUNITY.
- 15) NO MORE THAN ONE (1) SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- 16) EACH LOT SHALL HAVE PRIVATE SEPTIC TANKS AND WATER WELLS.
- 17) SUBJECT PROPERTY SHALL HAVE POWER PROVIDED BY SAM HOUSTON ELECTRIC COOPERATIVE, INC.
- 18) THERE ARE NO WELLS ON THIS PROPERTY.
- 19) BENCHMARK - BEING A 3" BRASS ROD SET IN 6" CONCRETE COLUMN AS SHOWN ON BENCHMARK DETAIL ON PAGE 1, ELEVATION = 278.95' NAVD83, GEOD 18 (ADJUSTED).
- 20) THERE IS A 16' FOOT WIDE UTILITY EASEMENT LOCATED ADJACENT TO EITHER SIDE OF ALL PRIVATE ROAD EASEMENTS SHOWN HEREON.
- 21) ALL LOTS ARE SUBJECT TO A 25' FOOT WIDE BUILDING LINE ADJACENT TO ALL PRIVATE ROAD EASEMENTS SHOWN HEREON.
- 22) ALL LOTS ARE SUBJECT TO A 5' FOOT WIDE BUILDING LINE ADJACENT TO ALL INTERIOR LOT LINES.
- 23) THE MINIMUM FINISHED FLOOR ELEVATIONS (FFES) SHOWN ON THE PLAT ARE A MINIMUM OF 2.0 FT ABOVE THE MAXIMUM BASE FLOOD ELEVATION (BFE) FOR EACH LOT AS DETERMINED FROM THE FEMA ESTIMATED BASE FLOOD ELEVATION DATA LOCATED AT [HTTPS://WEBAPPS.USGS.GOV/NFWMFMSBFE](https://webapps.usgs.gov/nfwmfmsbfe).
- 24) STREETS WITHIN THE SUBDIVISION MAY NOT BE ACCEPTED INTO THE COUNTY MAINTENANCE INVENTORY AND ARE THE RESPONSIBILITY OF THE OWNER(S) AND/OR DEVELOPER OR HOME OWNERS ASSOCIATION UNTIL FORMALLY ACCEPTED FOR MAINTENANCE BY THE COUNTY UNDER SEPARATE ORDER.
- 25) ALL CUL-DE-SACS HAVE A RADIUS OF 60'.
- 26) LAND USE LIMITATIONS MAY RESULT FROM SPACE REQUIREMENTS ASSOCIATED WITH A PRIVATE WETLAND OR SITE-SEWAGE FACILITY.
- 27) THERE IS HEREBY DEDICATED FOR THE USE OF ALL NORMAL VEHICLES UNDER ALL WEATHER CONDITIONS EMERGENCY ACCESS ACROSS THE 80' STRIP LABELED "90' EMERGENCY ACCESS EASEMENT". THE LOCKED GATE AT W.D. BOYCE ROAD WILL REMAIN LOCKED UNLESS THERE IS AN EMERGENCY SITUATION WHERE LACK OF INGRESS AND EGRESS TO AND FROM THE NEIGHBORHOOD IS LOST, AND THE GATE WILL BE OPENED FOR ALL VEHICULAR TRAFFIC TO USE UNTIL ACCESS FROM THE MAIN ENTRANCE IS RE-ESTABLISHED. ROAD TO BE MAINTAINED BY THE P.O.A.

BEING a 384.607 acre tract of land, situated in the H.D. Reynolds Survey, Abstract Number 1031, the William Newell Survey, Abstract Number 451, Jesse Massey Survey, Abstract Number 422, and in the Laughlin W. Currie Survey, Abstract Number 751, Polk County, Texas, being comprised of a portion of that certain called 426.136 acre tract described in instrument to GAH-S, L.L.C., recorded in Volume 2426, Page 787, of the Official Public Records of Polk County, Texas (O.P.R.P.C.T.), all of that certain called 0.340 acre tract described as "Tract 1", and all of that certain called 1.887 acre tract described as "Tract 2", both described in instrument to Choates Creek Investments, L.L.C., recorded in Volume 2445, Page 240, O.P.R.P.C.T., being all of that Ridge Lake Estates, Phase 1, proposed subdivision, said 384.607 acre tract being more particularly described by notes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set in the approximate centerline of Old Woodville Road for the common southerly corner of said 426.136 acre tract and that certain called 0.0 acre tract described in instrument to L.Z. Hendrix, Jr. and Michelle R. Hendrix, recorded in Volume 2147, Page 308, O.P.R.P.C.T., being the most southerly southwest corner of the herein described 384.607 acre tract, said POINT OF BEGINNING having a Texas State Plane Coordinate value of N 10,264,550.45, E 4,008,027.13, Texas Central Zone (4203), grid measurements;

THENCE with the common line between said 426.136 acre tract and said 6.0 acre tract, the following two (2) courses and distances:

1. North 07°02'36" East, at a distance of 30.04 feet, pass a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set in the northerly margin of said Old Woodville Road for reference, in all, a total distance of 426.92 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. North 51°52'35" West, 548.19 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for a common corner of said 426.136 acre tract, said 6.0 acre tract, and said 13.9 acre tract, being an interior corner of the herein described 384.607 acre tract;

THENCE with the common line between said 426.136 acre tract and said 13.9 acre tract, the following two (2) courses and distances:

1. North 79°12'23" West, 866.91 feet, to a $\frac{1}{2}$ inch iron rod with cap found for corner;
2. South 19°40'50" West, 433.70 feet, to a $\frac{1}{2}$ inch iron rod with cap found on the southeast edge of an existing gravel road, in a northeasterly line of said 313.31 acre tract, for the common southerly corner of said 426.136 acre tract and said 13.9 acre tract, being a southwesterly corner of the herein described 384.607 acre tract;

THENCE with the common line between said 426.136 acre tract and said 313.31 acre tract, the following eleven (11) courses and distances:

1. North 45°46'33" West, 3502.68 feet, to a $\frac{1}{2}$ inch iron rod found for corner;
2. North 06°42'47" West, 211.20 feet, to a $\frac{1}{2}$ inch iron rod found for corner;
3. North 03°33'10" West, 436.41 feet, to a $\frac{1}{2}$ inch iron rod found for corner;
4. North 01°31'03" East, 202.86 feet, to a $\frac{1}{2}$ inch iron rod found for corner;
5. North 11°32'29" East, 703.06 feet, to a $\frac{1}{2}$ inch iron rod found for corner;
6. North 29°25'40" East, 760.82 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" for corner;
7. North 41°39'22" East, 128.91 feet, to a $\frac{1}{2}$ inch iron rod found for corner;
8. North 36°11'21" East, 120.78 feet, to a $\frac{1}{2}$ inch iron rod found for corner;
9. North 12°50'34" East, 126.03 feet, to a $\frac{1}{2}$ inch iron rod found for corner;
10. North 16°43'59" West, 108.73 feet, to a $\frac{1}{2}$ inch iron rod with cap found for corner;
11. North 20°21'54" West, 548.22 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;

THENCE North 43°49'20" West, 80.90 feet, severing, over and across said 426.136 acre tract, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for the southeasterly corner of that certain called 5 acre tract described in instrument to Terry Lee Edwards and Shirline Dianne Edwards, recorded in Volume 1410, Page 376, O.P.R.P.C.T., being an angle point in the westerly line of the herein described 384.607 acre tract;

THENCE North 03°00'55" West, 351.66 feet, with the common line between said 426.136 acre tract and said 5 acre tract, to a 4 inch by 4 inch concrete monument found in the apparent common line between said H.D. Reynolds Survey and said Newell Survey, for the common corner of said 426.136 acre tract, said 5 acre tract, and remainder of that certain called 19.2 acre tract described in instrument to Terry Lee Edwards and Shirline Dianne Edwards, recorded in Volume 1630, Page 971, O.P.R.P.C.T., being an angle point in a westerly line of the herein described 384.607 acre tract;

THENCE with the common line between said 426.136 acre tract and said remainder of 19.2 acre tract, the following five (5) courses and distances:

1. North 04°04'02" West, 220.74 feet, to a 4 inch by 4 inch concrete monument found for corner;
2. North 87°50'21" East, 254.31 feet, to a 4 inch by 4 inch concrete monument found for corner;
3. North 02°03'53" West, 170.62 feet, to a 4 inch by 4 inch concrete monument found for corner;
4. North 87°22'25" East, 682.81 feet, to a 4 inch by 4 inch concrete monument found for corner;
5. North 04°12'31" West, 140.06 feet, to a 4 inch by 4 inch concrete monument found in the apparent common line between said H.D. Reynolds Survey and said Owens Survey, for the common corner of said 426.136 acre tract, said remainder of 19.2 acre tract, that certain tract described in instrument to Jerry Weidman and Russell Weidman, recorded in Volume 411, Page 847, of the Deed Records of Polk County, Texas (O.P.R.P.C.T.), and that certain called 132.037 acre tract described as "Tract One, Tract 1A", in instrument to Debra Warren Nelson, recorded in Volume 2058, Page 71, O.P.R.P.C.T., being a northwesterly corner of the herein described 384.607 acre tract;

THENCE North 86°41'52" East, 1313.17 feet, with the apparent common line between said H.D. Reynolds Survey and said Owens Survey, the common line between said 426.136 acre tract and said 132.037 acre tract, to a 4 inch by 4 inch concrete monument found for the apparent common northerly corner of said H.D. Reynolds Survey and the James W. Adams Survey, Abstract Number 805, the common northerly corner of said 426.136 acre tract and that certain called 33.002 acre tract described as "Tract One, Tract 1B", in said instrument to Debra Warren Nelson, being the northerly northeast corner of the herein described 384.607 acre tract;

THENCE with the apparent common line between said H.D. Reynolds Survey and said Adams Survey, the common line between said 426.136 acre tract and said 33.002 acre tract, the following two (2) courses and distances:

1. South 03°21'12" East, 1153.13 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. North 86°05'49" East, 817.71 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for the easterly northeast corner of the herein described 384.607 acre tract;

THENCE severing, over and across said 426.136 acre tract, the following eighteen (18) courses and distances:

1. South 03°54'13" East, 249.99 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. North 86°05'47" East, 4.92 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. South 03°54'13" East, 329.42 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner and beginning of a curve to the right;
4. Southwesterly, 506.60 feet with the arc of said curve to the right, having a radius of 1537.87 feet, a central angle of 18°52'14", and a chord that bears South 05°31'54" West, 504.22 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
5. South 14°50'01" West, 455.59 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner and beginning of a curve to the right;
6. Southwesterly, 338.38 feet with the arc of said curve to the right, having a radius of 280.00 feet, a central angle of 68°00'00", and a chord that bears South 49°23'01" West, 310.52 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
7. South 05°02'11" East, 784.02 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner and beginning of a curve to the left;
8. Southeasterly, 218.04 feet with the arc of said curve to the left, having a radius of 720.00 feet, a central angle of 17°21'03", and a chord that bears South 15°42'43" East, 217.20 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
9. South 22°23'14" East, 155.47 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
10. South 67°36'48" West, 360.00 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
11. South 22°23'14" East, 487.70 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
12. South 13°15'18" East, 190.38 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
13. South 78°17'14" West, 289.88 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner and beginning of a curve to the right;
14. Southeasterly, 18.22 feet with the arc of said curve to the right, having a radius of 780.00 feet, a central angle of 01°20'18", and a chord that bears South 11°02'37" East, 18.22 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
15. South 10°22'28" East, 3/4.82 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner and beginning of a curve to the right;
16. Southwesterly, 215.13 feet with the arc of said curve to the right, having a radius of 530.00 feet, a central angle of 23°15'20", and a chord that bears South 01°15'15" West, 213.66 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
17. South 12°52'57" West, 87.07 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner and beginning of a curve to the right;
18. Southwesterly, 370.65 feet with the arc of said curve to the right, having a radius of 3606.11 feet, a central angle of 05°53'21", and a chord that bears South 15°49'38" West, 370.48 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for the northwesterly corner of said 1.887 acre tract;

THENCE South 77°07'03" East, 262.17 feet, with the common line between said 1.887 acre tract and said remainder of 1447.62 acre tract, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for the westerly southwest corner of said 0.340 acre tract, being an angle point in the northerly line of the herein described 384.607 acre tract;

THENCE with the common line between said 0.340 acre tract and said 1.44/62 acre tract, the following 5 courses and distances:

1. North 57°52'57" East, 42.43 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 77°07'03" East, 110.59 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. South 32°07'03" East, 35.36 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
4. South 77°07'03" East, 188.37 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner and beginning of a curve to the right;
5. Southeasterly, 354.90 feet with the arc of said curve to the right, having a radius of 285.00 feet, a central angle of 71°20'52", and a chord that bears South 41°26'37" East, 332.41 feet, at a distance of 281.60 feet (arc length) pass a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for the common corner of the same, then continuing over and across said 426.136 acre tract with the arc of said curve to the right, in all, a total distance of 73.30 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;

THENCE continuing over and across said 426.136 acre tract, the following four (4) courses and distances:

1. South 40°13'37" West, 8.94 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner and beginning of a curve to the left;
2. Southeasterly, 115.28 feet with the arc of said curve to the left, having a radius of 145.46 feet, a central angle of 45°24'29", and a chord that bears South 29°02'47" East, 112.20 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. South 51°50'20" East, 660.45 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner and beginning of a curve to the right;
4. Southeasterly, 229.98 feet with the arc of said curve to the right, having a radius of 280.00 feet, a central angle of 47°03'34", and a chord that bears South 28°18'10" East, 223.57 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;

THENCE South 04°46'23" East, 125.17 feet, with the common line between said 426.136 acre tract and said remainder of 1447.62 acre tract, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner and beginning of a curve to the right;

THENCE continuing, over and across said 426.136 acre tract, the following two (2) courses and distances:

1. Southwesterly, with the arc of said curve to the right having a radius of 530.00 feet, a central angle of 15°12'32", and a chord that bears South 02°49'53" West, 140.27 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 10°26'09" West, 190.35 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for corner;

THENCE North 79°51'30" West, 387.37 feet, continuing over and across said 426.136 acre tract, with the approximate centerline of said Old Woodville Road, to the POINT OF BEGINNING and containing a computed area of 384.607 acres of land within this Field Note Description.

This is a true and correct copy of the original as filed for record in the Office of the County Clerk, Polk County, Texas, on 10/24/2022.

RIDGE LAKE ESTATES, PHASE 1

BEING A SUBDIVISION OF 384.607 ACRES SITUATED IN THE H.D. REYNOLDS SURVEY, ABSTRACT NO. 1031, WILLIAM NEWELL SURVEY, ABSTRACT NO. 451, JESSE MASSEY SURVEY, ABSTRACT NO. 422, AND L.M. CURRIE SURVEY, ABSTRACT NO. 751, POLK COUNTY, TEXAS

CONTAINING 193 LOTS
AND 2 RESERVES

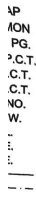
OCTOBER 2022

OWNER

SURVEYOR

CHOATES CREEK INVESTMENTS, LLC
P.O. BOX 2087
FLINT, TEXAS 75762

TEXAS PROFESSIONAL SURVEYING
FIRM REGISTRATION No. 100834-00
3032 NORTH FRAZIER
CONROE, TX 77303



Found 1/2" Iron Rod w/ Cap "TPS 100834-00"
Unless Otherwise Noted
Calculated Corner
3-Inch Brass Disk in 8-Inch Concrete Monument
Iron Rod
With Cap
Concrete Monument
Volume / Page
Official Public Records of Polk County, Texas
Deed Records of Polk County, Texas
Plat Records of Polk County, Texas
Clerk's File Number
Right-of-Way
Building Line
Utility Easement
Drainage Easement
Approximate Survey Line
Approximate 100-year Floodplain

JAMES W. OWENS SURVEY
ABSTRACT NO. 465

DEBRA WARREN NELSON
"TRACT ONE, TRACT 1B"
CALLED 33.902 ACRES
VOL. 2058, PG. 71
O.P.R.P.C.T.
(RESIDENTIAL)

CURVE		106.51'		695.40'
C1	750.00'		088.1187	
C2	500.00'	768.98'		

BOUNDARY LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N86° 41' 51.86"E	65.16'

PHASE 1 REPLAT

THE STATE OF TEXAS
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS, that Chasotes Creek Investments, LLC, a corporation organized and existing under the laws of the State of Texas, with its home address at P.O. BOX 2097, FLINT, TEXAS, 75762, and owner/subdivider/developer of 9.82 acres of land out of the William Newell Survey, A-431, 17.58 acres of land out of the H.D. Reynolds Survey, A-1031, in Polk County, Texas, as conveyed to it by deed dated July 08, 2002, and recorded in Volume 2428, Page 187, Real Property Records of Polk County, DOES HEREBY SUBDIVIDE 27.42 acres of land out of said Survey, to be known as the Ridge Lake Estates, Phase 1 Partial Replat No. 1, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and does hereby dedicate to owner/subdivider/developer the use of the streets and easements shown hereon.

IN WITNESS WHEREOF the said Chasotes Creek Investments, LLC, has caused these presents to be executed by its managing members, thereto duly authorized, this the 22 day of January, A.D. 2024.

Chris Boone
Managing Member

Greg Hendrix
Managing Member

THE STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, the undersigned authority, on this day personally appeared Greg Hendrix and Chris Boone, Managing Members of Chasotes Creek Investments, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day 22 of January, 2024.

Becky Marsh
Notary Public in and for Polk County, Texas.
Print Name
My commission expires: 4-22-2027



THE STATE OF TEXAS
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Registered Professional Engineer in the State of Texas, hereby certify that this plat complies with the engineering related requirements of the Polk County Subdivision Regulations.

1-31-24
Date

64662
License No.

1-31-24
Date

CERTIFICATE OF ROAD MAINTENANCE

"In approving this plat by the Commissioners Court of Polk County, Texas, it is understood that all roads shown hereon are private roads and shall remain the property of the Owner/subdivider/developer and/or subsequent owners of the property. The construction, repair, and maintenance of these roads and any associated drainage improvements will be the responsibility of the Owner/subdivider/developer and/or subsequent owners of the subdivision and will not be the responsibility of Polk County."

Rob Child
Owner/subdivider/developer or Representative

1/31/24
Date

APPROVED BY THE Commissioners' Court of Polk County, Texas, this 25 day of January, 2024.

Guylene Robertson
COMMISSIONER, PRECINCT #1
GUYLENE ROBERTSON, ED.D.

Mark DUBOSE
COMMISSIONER, PRECINCT #2
MARK DUBOSE

Sydney Murphy
COUNTY JUDGE
SYDNEY MURPHY

Jerry Cassidy
COMMISSIONER, PRECINCT #3
MILT PURVIS

Jerry Cassidy
COMMISSIONER, PRECINCT #4
JERRY CASSIDY

THE STATE OF TEXAS
COUNTY OF POLK

I, Schelana Hock, County Clerk of Polk County, Texas, do hereby certify that on the 2nd day of Feb, A.D., 2024, the Commissioners Court of Polk County, Texas, passed an Order authorizing the filing for record of this Plat, and said Order has been duly entered in the minutes of the said Court in Book 13, Page 100.

WITNESS MY HAND AND SEAL OF OFFICE this the 2nd day of Feb, A.D. 2024.

Sutton
COUNTY CLERK
POLK COUNTY, TEXAS

Murphy
COUNTY JUDGE
POLK COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF POLK

I, Schelana Hock, County Clerk of Polk County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authorization was filed for record in my office on the 2nd day of Feb, 2024, at 1:34 o'clock P.m., and duly recorded on the 2nd day of Feb, A.D. 2024, in the Real Property Records of Polk County, Texas in Volume 13 Page 100.

WITNESS MY HAND AND SEAL OF OFFICE this the 2nd day of Feb, A.D. 2024.

Sutton
COUNTY CLERK
POLK COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

I, Sydney Murphy, County Judge of Polk County, Texas, do hereby certify that this map or plat, with field notes hereon, that a subdivision having been fully presented to the Commissioners Court of Polk County, Texas, and by the said Court duly considered, were on this day approved and plat is authorized to be registered and recorded in the proper records of the County Clerk of Polk County, Texas.

Sydney Murphy
County Judge
Date

HEALTH DEPARTMENT APPROVAL

Based upon the representations of the engineer and surveyor whose seal is affixed hereto, and after review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the Water Regulations, the Polk County Flood Plain Regulations, and the Rules of Polk County for On-Site Sewage Facilities. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Polk County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

Karin De
Permit Inspector

CERTIFICATE OF SURVEYOR

THE STATE OF TEXAS
COUNTY OF POLK

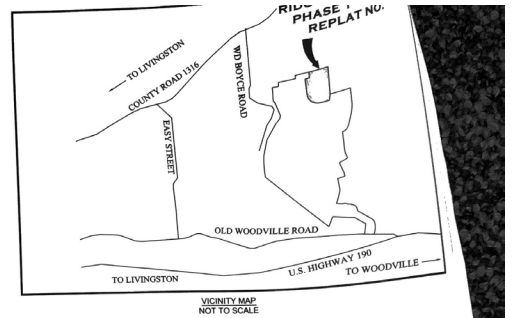
KNOW ALL MEN BY THESE PRESENTS, that I, Thomas A. McIntyre, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Plat complies with the survey related requirements of the Polk County Subdivision Regulations and I further certify that this plat is true and correctly made and prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

10-31-2023
Date

6921
License No.



295 P



General Notes:

- No portion of this property appears to lie within the 100 year floodplain per Polk County Unincorporated Areas Community Map No. 480526, FEMA Firm Panel No. 48373C0460C, having an effective date of 8-3-2010.
- All coordinates, bearings and distances are referenced to the Texas Coordinate System of 1983 (NAD83) (2011 Adjustment), Central Zone (TXC-4203), U.S. Survey Feet, and based on GPS observations, and may be brought to surface by applying the following combined scale factor of 1.00010537863179.
- Elevations shown hereon are referenced to the North American Vertical Datum of 1988 (NAVD88) and based on the published value of NGS Benchmark PID BL1164, Designation L1145, Published Elevation 165.9'. Vertical measurements were made via GPS observations utilizing Altimeter Center's Virtual Reference Station (VRS) Network using Geoid18. No Datum adjustment was made.
- All Lots are subject to a 5 foot wide building line along the side and rear lot lines.
- Subject Property is not located within the municipal limits or ETJ boundaries of any community.
- No more than one (1) single family detached dwelling shall be located on each lot.
- Each Lot shall have private septic tanks and water wells.
- Subject property shall have power provided by Sam Houston Electric Cooperative Inc.
- There are no wells on this property.
- Streets within the Subdivision may not be accepted into the County Maintenance Inventory and are the responsibility of the Owner/Subdivider/Developer or Home Owners Association until formally accepted for maintenance by the County under separate order.
- The Cul-De-Sac has a radius of 60'.
- Land use limitations may result from space requirements associated with a private well and on-site sewage facility.

RIDGE LAKE ESTATES, PHASE 1 PARTIAL REPLAT NO. 1

BEING A SUBDIVISION OF 27.42 ACRES SITUATED IN THE H. D. REYNOLDS SURVEY, ABSTRACT NO. 1031, WILLIAM NEWELL SURVEY, ABSTRACT NO. 451, POLK COUNTY, TEXAS, BEING A REPLAT OF LOTS 125, 127, 129, 131, 133, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155 AND 156 OF RIDGE LAKE ESTATES, PHASE 1, RECORDED IN SLEEVE 283, PAGES A, B, C, & D AND SLEEVE 284, PAGES A, B, & C IN THE PLAT RECORDS OF POLK COUNTY, TEXAS.

REASON FOR REPLAT: TO RECONFIGURE INTERNAL LOT LINES.

CONTAINING 4 LOTS

OCTOBER, 2023

OWNER
CHASOTES CREEK INVESTMENTS, LLC
P.O. BOX 2097
FLINT, TEXAS 75762

TEXAS PROFESSIONAL SURVEYING
3032 H. Franklin, Central, Texas 77363
Ph: 754-754-2447 Fax: 754-754-7448
www.surveyingpros.com
Form No. 10083400



DOC#
12268

2022-2449-690

**Declaration of Restrictive Covenants of the
Ridge Lake Estates
Subdivision, Phase One, in Polk County, Texas**

These private land use restrictions for Property situated in Section One Ridge Lake Estates Subdivision in Polk County, Texas (the "Restrictions") are executed effective as of the Date hereafter defined by Owner (as hereafter defined), and in accordance with the definitions, terms, provisions, and other matters hereafter set forth.

Basic Information

Date: October 31, 2022

Declarant: Choates Creek Investments, LLC., a Texas limited liability company

Declarant's Address:

Choates Creek Investments, L.L.C.
P.O. Box 2097
Flint, Texas 75762

Property Owners Association:

Ridge Lake Estates Property Owners Association, Inc., a Texas nonprofit corporation

Property Owners Association's Address:

Ridge Lake Estates Property Owners Association, Inc.
P.O. Box 449
Livingston, Texas 77351

Subdivision: Ridge Lake Estates Subdivision, Section One, in Polk County, Texas, according to the map or plat thereof recorded in the office of the County Clerk of Polk County, Texas, on October 28, 2022, recorded in Volume 13, Page 091, and thereafter filed in the Plat Cabinet in Sleeve 283, Pages A, B, C, & D and Sleeve 284, Pages A, B, & C in the Real Property Records of Polk County, Texas to which map or plat and its recording reference is hereby made for all intents and purposes.

Recitals

First. Declarant owns the fee simple title to the land in the Subdivision.

Second. Declarant desires to carry out and have maintained a uniform plan for the use and improvement of the Subdivision, and Declarant has therefore created the covenants, conditions and restrictions, whether mandatory, prohibitive, permissive, or administrative (collectively called the "Restrictions") to run with the land making up the Subdivision and to regulate the structural integrity,

1 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

appearance and use of the lots owned by Declarant and depicted upon the plat of the Subdivision and the improvements to be placed on such lots.

- Third. Declarant has no knowledge of the availability of any public or private water, sewer or other utility provider that serves or will serve the Subdivision.

Each Owner of a Lot is responsible for, at each Owner's sole cost and expense, acquiring from third parties any water, sewer, or other utility service that an Owner desires.

The installation of any water, sewer or other type of utility system must be done in a good and workmanlike manner approved by the Board and comply with all local, state, and federal regulations and laws.

- Fourth. The Restrictions are entitled to run with the land comprising the Subdivision because: (i) the Restrictions touch and concern such land by, among other things, benefitting and controlling the use of such land; (ii) privity of estate exists among all of the land in the Subdivision by reason of the Declarant holding legal and equitable title to the land out of which the land shall be conveyed subject to the Restrictions; (iii) notice is given of the Restrictions contained herein when this instrument is filed in the Real Property Records in Polk County, Texas, being the County in which the Subdivision is situated; and (iv) the Restrictions are reasonable in light of their purpose being for the common benefit of all of the land owners in the Subdivision, in order to reduce uncertainty in living conditions, and to encourage investment in the Subdivision.

- Fifth. The Restrictions shall run with the land owned by Declarant in the Subdivision and shall be binding upon and inure to the benefit of the Declarant, as well as the Declarant's successors and assigns; further, each person or entity, by acceptance of title, legal or equitable, to any portion of the Subdivision, shall abide by and perform the Restrictions and the other terms hereof. In the event of the failure of any contract and/or deed to any portion of such land out of the Subdivision to refer to this instrument, the Restrictions and other terms of this instrument shall nevertheless be considered a part thereof, and any conveyance of such land shall be construed to be subject to the Restrictions and other terms hereof. It is understood and agreed that these Restrictions relate to and affect only the Subdivision as described above and no other land owned by Declarant adjacent thereto and/or in the vicinity thereof, and that the only Restrictions are those expressed in this instrument, and no other restrictive covenants are to be implied.

Furthermore, the Restrictions shall apply solely to the Lots and nothing contained herein shall imply that Reserve A and Reserve B, as shown upon the Plat, as well as any other lands of Declarant shall be subject to the Restrictions applicable to the Subdivision, and no restrictions, covenants or conditions shall be created hereby with respect to Reserve A, Reserve B, and any other lands owned by Declarant, whether by negative implication or otherwise. In addition to the provisions above, Declarant specifically reserves and retains the right to cut merchantable timber on any lands owned by Declarant adjacent to and/or within the vicinity of the Subdivision, as well as use such other lands as Declarant or the successors or assigns of Declarant may deem appropriate, even if such usage

2 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

2017-2449-691

differs from the terms permitted by these Restrictions.

2022-2449-692

ARTICLE I DEFINITIONS

1.01 "Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

1.02 "Association" means the Ridge Lake Estates Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns, as provided for herein, which has the power, duty and responsibility of maintaining and administering the Common Area and administering and enforcing the restrictive covenants contained in these Restrictions and any amended or supplemental Restrictions. The Association is a "property owners association" as that term is defined in Texas Property Code §202.001(2).

1.03 "Board" means the Board of Directors of the Ridge Lake Estates Property Owners Association, Inc., the election and procedures of which shall be set forth in the Certificate of Formation and By-Laws of the Association. The Board of Directors shall be the elected body having its normal meaning under the Texas non-profit corporation law.

1.04 "Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

1.05 "Common Area" means all real and personal property leased, owned or maintained by the Association for the common use and benefit of the Members of the Association. The initial Common Area to be owned by the Association is to be the areas of land comprising the streets of the Subdivision, which areas of land shall be conveyed to the Association by Declarant, subject however, to a reservation by Declarant of utility and access easement, in common with the Association, over and across the areas of land comprising the utility easements and Reserve A and B, all as depicted upon the Plat. Such reservation of utility and access easements by Declarant is to provide rights of ingress to and egress from all lands owned by Declarant, and that are adjacent to and/or within the vicinity of the Subdivision; such reserved easements being for the benefit of Declarant, the successors and assigns of Declarant and any and all future owner(s) of and/or lienholder(s) upon such lands that are adjacent to and/or within the vicinity of the Subdivision. The Common Area also includes any entrance monuments, security gates, perimeter walls, drainage facilities and detention ponds, esplanade and right-of-way landscaping, any areas lying within indicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the lot owners, safety lanes, and other areas of the Subdivision not comprised of lots.

1.06 "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

1.07 "Declarant" means Choates Creek Investments, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

1.08 "Dedictory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Association, and standards OR Design Guidelines, as amended.

1.09 "Development Period" shall mean the period of time beginning on the date in which this Declaration is recorded in the Official Public Records of Polk County, Texas, and ending at the earlier of (i) such time as ten years have elapsed from the date the Development Period begins; or (ii) the date on which Declarant terminates the Development Period by recorded instrument executed by Declarant and filed in the Official Public Records of Polk County, Texas. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction and marketing of the Property and the right to direct the size, shape and composition of the Property, including but not limited to the lots, common areas, roads and service areas within the Property. The Development Period does not require that Declarant own any portion of the Property.

1.10 "Easements" means Easements within the Property for streets, utilities, drainage, and other purposes as shown on the Plat or of record.

1.11 "Lot" means each plot or tract of land in the Subdivision and depicted as a lot or tract either on the recorded Plat, excluding Reserve A, Reserve B and areas that are part of the Common Area, or in a deed executed by Declarant to one or more third parties whereby such deed is made expressly subject to these Covenants.

1.12 "Member" means all those lot owners who are members of the Association as provided herein.

1.13 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of equitable title (or legal title if same has merged) of any Lot. The foregoing does not include any persons or entities that hold an interest in any Lot merely as a security for the performance of an obligation, except as stated otherwise herein. The term Owner shall not include a lessee or tenant of an Owner.

1.14 "Plat" means the Plat of the Property recorded in the office of the County Clerk of Polk County, Texas, on October 28, 2022, recorded in Volume 13, Page 091, and thereafter filed in the Plat Cabinet in Sleeve 283, Pages A, B, C, & D and Sleeve 284, Pages A, B, & C of the Real Property Records of Polk County, Texas and any replat of or amendment to the Plat made in accordance with this Declaration.

1.15 "Residence" shall refer to one single family dwelling.

1.16 "Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

ARTICLE II CLAUSES COVENANTS AND GENERAL RESTRICTIONS

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree

2022-2449-694

that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him, her, them or it to a fine, an action for amounts due to the Association, damages, or injunctive relief.

B. Plat, Estates, and Easements

1. Estate. Each Lot shall be conveyed as a separately designated and legally described freehold estate according to (a) the Plat, subject to these Restrictions, but without the necessity of specifically referring to same and/or (b) a deed executed by Owner to one or more third parties whereby such deed is made expressly subject to these Restrictions.

2. Easements. All Lots are subject to certain easements over and across portions of each lot, as shown by (a) the recorded plat of the Subdivision and/or (b) reference to same in any deed executed by an Owner in which one or more Lots are conveyed. The easements are deemed appropriate or necessary for the purpose of installing, using and maintaining public utilities and/or equipment necessary for the performance of any public or quasi-public utility service or function. The easements include the right of access for the purpose of further construction and maintenance. The right of access shall include the right, without liability on the part of the owners or operators of such utilities, to remove any obstructions on said easements as in its opinion may interfere with installation or operations. The easements are for the general benefit of the Subdivision and the lot owners and are reserved and created in favor of all utility companies serving the Subdivision. Nothing set out above shall prohibit the use of the easements or rights-of-way by abutting Owners for the construction of fences, walks or drives, provided no permanent structures are constructed in it and provided no damages shall accrue to the Owner, the political subdivision or subdivisions of the State of Texas with jurisdiction over the Subdivision, if any, or any utility company because of the removal and non-replacement of all or any portion of such improvements for the purpose of operating utilities in such easements.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. Use. Each lot may be used for single family residential use only. The term residences and residential use shall expressly exclude mobile homes, house trailers, modular and prefabricated homes, which, except as provided herein, shall not be allowed; however, barndominiums, and other alternatively built structures shall be allowed as long as the front façade has at least 25% stone, brick, hardie board, stucco or other approved facing. Barns, shops or storage units cannot be built in front of the house/residence.

2022-2449-695

2. Recreational Vehicles. Recreational vehicles, including RVs, fifth wheels and trailers used for travel (collectively "RV's"), shall not be used for residential purposes on any Lot. The following exception shall apply to this section:

- (a) Owners may use and occupy an RV on their Lot during the construction of a house on their Lot; provided such use shall be subject to limitations imposed by any Design Guidelines imposed by the Declarant or the Association.

3. Business Activities. An Owner or occupant of a Residence may conduct business activities within a Residence or on a Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business on any Lot; (ii) the business activity conforms to all zoning requirements for the Subdivision; (iii) the business activity does not involve door-to-door solicitation of residents within the Subdivision; (iv) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subdivision which is noticeably greater than that which is typical of residences in which no business activity is being conducted.

4. Propane Tanks. All liquid propane tanks must be properly screened with plant materials, fencing, or buried so they cannot be seen from any road in the subdivision or an adjoining property.

5. Building Location. Residences and Improvements shall be situated on each Lot no nearer than fifty (50) feet from any roadway or right-of-way and no nearer than twenty-five (25) feet from any property line; provided the Declarant or the Board may grant a variance in writing allowing that Improvements may be constructed closer than twenty-five feet from a property line or property lines on an irregularly shaped Lot. Written approval of such variance is required separately for each Lot for which a variance is sought. For the purposes of this paragraph, porches, stoops, bays and covered areas are considered a part of the Improvements.

6. Sewage Disposal. No outside toilets shall be permitted. Installation of septic tanks and soil absorption sewage disposal systems shall be in accordance with the minimum recommendations required by the State of Texas and/or the county in which the Property is located. There shall be no field lines or aerobic sprinkler system heads within thirty (30) feet of any lake or tributary

7. Environmental Safeguards. The Owner of each Lot shall never allow any hazardous substance to be brought onto, installed, used, stored, treated, disposed of or transported over a Lot in violation of any applicable law, and all activities on the Lot shall, at all times, comply with applicable law.

8. Garbage and Refuse Disposal. Each Lot shall be maintained in an attractive condition. No Lot and no part of the Property shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage, and other waste shall not be kept on any Lot except in sanitary containers. No trash, ashes or other refuse may be deposited on any portion of the Property.

9. **Nuisances.** No obnoxious, noxious or offensive activities shall be carried out or upon any Lot or on any portion of the Property, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the neighborhood. This includes exterior lighting of any sort that rises to the level of a nuisance as determined by the Declarant and/or Association in their sole and absolute discretion.

10. **Fencing.** Fencing shall be located so that it does not interfere with any rights-of-way or impede access to any easement and shall be constructed of new material consisting of pipe and net wire, cedar staves, barbed or barbless wire, wood or a combination.

11. **Hunting/Shooting.** Owner shall not discharge a firearm in a manner that is obnoxious or offensive to neighboring owners. In no event shall any activity that could be construed as a "shooting range" or similar activity shall be conducted upon a Lot.

12. **Livestock, Pets Poultry and Other Animals**

(a) Except to the extent hereafter set forth, no cattle, horses, swine, sheep, goats, poultry, or livestock of any other kind, other than dogs, cats, and other types of pets of reasonable kind and number ordinarily kept in residential subdivisions, may be kept on any Lot. Except as provided in the following paragraphs, no pets may be kept or bred for commercial purposes. No animals or pets shall be allowed to run at large within the Subdivision. Should ordinary household pets become a nuisance, in the opinion of the Declarant, and thereafter in the opinion of the Association, they must be immediately removed from the Subdivision.

(b) A Resident or Residents of a Lot or contiguous Lots in the Subdivision, are allowed to keep animals on their Lot or Lots in accordance with the Board guidelines and/or rules that may be adopted and/or amended from time to time.

13. **Inoperative Vehicles.** No junk, wrecking or auto storage shall be located on any Lot. Trailer and boats shall not be kept, stored or permitted to remain on any Lot unless stored in a structure or out of plain sight.

14. **Mineral Production and Excavation.**

(a) Any and all kinds of oil or gas drilling, oil or gas operations, and quarrying or mining operations are prohibited on all Lots except by directional drilling from a surface location other than the Property.

(b) With the exception of personal use by the Owner of the Lot for improvements on the Lot from which the product is excavated, excavation of sand, gravel or rocks is prohibited.

15. **Consolidation of Lots.** An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.

16. **Easements.** No easement in a Lot may be granted, except as permitted herein.

17. **ATV's, Golf Carts, etc.** Use of golf carts, ATV's, etc. are permitted but must adhere to posted speed limits and operated in a safe manner.

18. **Maintenance of Lots.** All Lots shall be maintained and mowed in a reasonable manner so as not to become an unsightly nuisance to other Owners.

D. Improvements, Utilities and Easements

1. **Construction of Improvements.**

- (a) All Residences, including the primary residence and any secondary dwelling unit must be built on concrete slab foundations.
- (b) All primary Residences must not be less than one-thousand five hundred (1,500) square feet.
- (c) All improvements, including but not limited to the Residence, barns, stables, storage buildings, outbuildings, piers and fences, must be constructed on site using new materials and in a skilled and workmanlike manner.
- (d) All improvements, including but not limited to water systems and wells, shall meet or exceed all applicable regulations and guidelines and Owners are solely responsible for obtaining all necessary building permits.
- (e) Prior to any septic system being installed on any Lot, the Owner of such Lot shall obtain all required permits and approvals for an on-site sewage facility (OSSF) from the Texas Commission on Environmental Quality (TCEQ) and any other agency with the authority to regulate OSSFs on the Property and the Lot.
- (f) Driveways and driveway aprons shall be no more than forty (40) feet in width and any entry or driveway which crosses a drainage ditch must be constructed of limestone, rock, asphalt or concrete (any other material will have to be approved by the Board) with a suitable culvert so that such entry or driveway does not impede nor redirect the drainage of water through such drainage ditch.
- (g) Piers into the common area lake cannot be more than ten (10) feet wide and may not extend more than thirty (30) feet into the lake. The pier must be constructed and maintained in a safe condition. Piers must be constructed so that they are perpendicular to the property so as not to encroach across a neighboring properties boundary if that boundary were extended directly into the lake.
- (h) All exterior construction of the primary Residence, garage, porte cochere, porches, driveways, and any other appurtenances or appendages of every kind on any Lot, and all interior construction (including but not limited to all electrical outlets in place and functional, all plumbing fixtures installed and operational [including being connected to water and sewer lines], all cabinet work completed, all interior walls, ceilings, and doors completed and covered by paint, wallpaper, paneling or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than eighteen (18) months following the date on which foundation forms are set.

- (i) Subject to the provisions of this Declaration, the Declarant, during the Development Period, and the Association, by unanimous consent of the Board, may each, from time to time, impose upon the Lots and the Property Design Guidelines applicable to the development of the Property and the construction of Improvements on the Lots as the Declarant or the Association may deem necessary or beneficial to the development, maintenance, or appearance of the Subdivision. Such Design Guidelines shall be effective as of the date an executed and acknowledged document imposing such Design Guidelines is filed in the official public records of Polk County, Texas.
2. **Further Subdivision.** No Lot may be further subdivided without the consent of Polk County and the Board.

3. **Utilities**

- (a) **Utility Easements.** The Declarant, its successors and assigns, and the Association shall have alienable and permanent easements and rights-of-way in, through, across, over and under the Common Areas, the Property and the Lots, and under private and dedicated streets, for ingress and egress, and installation, maintenance, use, repair and replacement of all public and private electric utilities and related equipment (including, without limitation, poles, wires, cables, conduits, lines, mains and meter boxes); provided, that the exercise of any easement hereby granted shall not unreasonably interfere with the permitted use and enjoyment of the Lots and, except in an emergency, entry onto any Lot shall be made only after reasonable prior notice given to such Lot Owner or occupant.
- (b) **Utility Equipment.** Each local electric utility provider hereby is granted a permanent easement and right-of-way through and across the Common Areas and the Lots for ingress and egress, and installation, reading, maintenance, use, repair and replacement of all utility conduits, lines, meters, boxes and other equipment at any time located within the Property.

4. **Easements**

- (a) **Roadway Easements.** Owners shall have permanent easements and rights of way over and across the roads and streets of the Subdivision as shown on the Plat (the "Roads"). During the Development Period, Declarant shall have the sole authority to make all decisions and take all actions deemed necessary, in Declarant's sole discretion, to install, improve and maintain the Roads. After the Development Period is terminated, the Association shall have the sole authority to make all decisions and take all actions deemed necessary, in the Association's sole discretion, to install, improve and maintain the Roads.
- (b) **Declarant's Permanent Easements.** The Declarant, its successors and assigns, and the Association shall have alienable and permanent easement and rights-of-way in through, across, over and under the Common Areas, any service areas, the Property and the Lots and under, over and across private and dedicated streets, for ingress and egress and development of all

roads, drainage, and other development that Declarant, its successors and assigns, determine is necessary, convenient or beneficial to the development of the Property.

5. **Remedies of Declarant and the Board as to land use.** By acceptance of deed to a Lot each Owner agrees that Declarant, the Board, and any representatives, agents, employees or contractors of Declarant and the Board, shall have the right to enter upon any Lot on which one or more violations of this Declaration may have occurred for the purpose of enforcing or curing any such violation, provided that the Owner has been given prior written notice of such violation and such Owner has failed to remedy the complaint or violation within the time specified by such notice. EACH OWNER INDEMNIFIES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, AGENTS AND EMPLOYEES, THE BOARD, AND THE ASSOCIATION, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL COSTS AND EXPENSES OF SUCH CURATIVE ACTION AND ANY PENALTY OR FINE LEVIED BY ANY GOVERNMENTAL AUTHORITY AS A RESULT OF THE ACT OR FAILURE TO ACT OF THE OWNER WITH RESPECT TO ITS LOT. The foregoing remedies shall be cumulative of all other remedies for violations of any provisions of this Declaration.
6. **Owners Acknowledgment.** Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the Association shall act to relieve an Owner from such duty of compliance. Each Owner agrees that neither the Association nor any of Declarant's successors and Assigns, shall have any liability for any act or omission of Declarant which occurred prior to the effective date of any succession or assignment.

ARTICLE III

PROPERTY OWNERS ASSOCIATION

A. Establishment and Governance

1. *Establishment and Governance.* The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Each owner of a Lot shall be a member of the Association. Except as provided in this paragraph, there is one membership for each Lot, and in those instances where a single Lot is owned by more than one party, the multiple Owners of such lot shall designate a representative to vote on their behalf on all matters that come before the Members for vote. Where an Owner owns two Lots and where such Owner has made the election for such Lots as described in Section B.2., herein below of this Declaration, such Owner will

10 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

2022-2449-b99

have the number of votes that corresponds with the number of Lots on which the Owner is allocated assessments in all matters in which the owner or Owners is entitled to vote. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot.

4. *Suspension of Voting Rights.* All voting rights of a Lot owner may be suspended by the Board of Directors of the Association during any period in which such Lot owner is delinquent in the payment of any duly established assessment or is otherwise in default and/or violation thereunder or under the By-laws or rules and regulations of the Association.

5. *Registration with the Association.* In order that the Owner and the Association can properly determine voting rights and acquaint every Lot purchaser and every Lot owner with these Restrictions and the day-to-day matters within the Association's jurisdiction, each Lot owner shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Lot owner; (b) the personal address, occupation and telephone number of other local individuals who can be contacted (in the event the Lot owner cannot be located) in case of an emergency; and (c) such other information as may be reasonably requested from time to time by the Association. In the event any Lot owner fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Lot owner shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

B. Assessments

1. *Authority.* To the extent the Annual Maintenance Charge is insufficient, the Association may levy one or more assessments hereafter contained in this part (the "Assessments") to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to pay the costs and related expenses need to repair, maintain or replace the roadbed of the roadways in the platted subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Area.

2. *Equal Division.* All assessments made by the Association shall be divided equally among the Lot Owners (other than the Declarant), provided however that an Owner or Owners who own two or more contiguous Lots, titled in the same name or names, may, upon written election of the Owner or Owners, be allocated such assessments as if two or three contiguous Lots were one Lot. A group of two or three lots counted as one Lot for assessment purposes shall also be counted as one Lot for all voting purposes of the Association. This exception applies for up to three contiguous Lots which are titled in the same name or names. An Owner or Owners who own contiguous Lots may use this exception for only one group of two or three Lots. This exception must be claimed by the Owner or Owners by written notification to the Board. This election cannot be revoked or changed unless or until the property is sold or otherwise conveyed.

3. *Personal Obligation.* Each Owner, by acceptance of a deed to a Lot, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) The Assessments or charges; and (2) member charges levied against individual Lot owners to reimburse the Declarant or Association (as the case may be) for extra or unusual costs incurred by the Declarant or Association (as the case may be) for curing

the lot owner's violation of a restrictive covenant or other provision contained in these Restrictions. The Assessments, together with such interest thereon, reasonable attorney's fees and costs of collection thereof, as are herein provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot or Lots against which each such Assessment is made. Each such assessment, together with such interest thereon, reasonable attorney's fees and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or entity who was the owner of such Lot at the time the obligation accrued.

4. *Use of Assessments.* The Assessments levied by the Association shall be used for upgrading, repairing and/or maintaining streets and installing, acquiring, maintaining, repairing and up keeping improvements and/or facilities of the Association or the Subdivision (such as paying electricity charges of street lights), as well as for the purpose of promoting the recreation, health, safety and welfare of the lot owners, and in particular, for the improvement, maintenance and operation of the Subdivision, including the Common Area, as well as services and facilities devoted to this purpose and related to the use and enjoyment of the Subdivision by the lot owners.

5. *Creation of Lien.* Each and every Assessment or charge including but not limited to the Annual Maintenance Charge contained in this part G are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments and charges. Each lot owner, by his, her or its 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 lot 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 non-judicial or judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connection with said lien. The President of the Board of Directors shall have the right to appoint one or more agents, to mail and file the notices required by Texas Property Code § 51.002 (as well as any other applicable section of the Texas Property Code or other applicable laws), to conduct the sale, and to otherwise comply with the applicable statute(s). The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners. No lot owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his, her, it's or their lots.

6. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

7. *Budget.* Each year, the Board of Directors of the Association shall adopt an annual budget and, when applicable, set the amount of the annual assessment, taking into consideration the Association's operating cost for the then current year, expected increases or decreases in such costs over the next year, and the future needs of the Association. The annual budget shall be adopted by the Board of Directors at least thirty (30) days prior to the commencement of each calendar year.

8. *Member Charge.* In addition to the annual assessment and any special assessment, the Association, by a majority vote of the Board of Directors, may impose a charge (Member Charge) upon any lot owner for the purposes of reimbursing the Association for all direct and indirect costs incurred by the Association with regard to the maintenance, repair or replacement of landscaping or site improvements on any particular lot when the Board of Directors has

determined the maintenance, repair or replacement of improvements associated with such owner's lot has been neglected to the point where conditions existing on such lot are not in conformance with the maintenance obligations set forth in these Restrictions. The owner of such lot shall be notified in writing of said determination and the specific deficiencies found to exist and shall be afforded a reasonable period of time to respond to said notice by correcting the deficiencies. The owner of such lot shall be assessed the cost of reimbursing the Association for any and all costs, including attorney's fees, to secure compliance. Member charges are due and payable within thirty (30) days after the lot owner was served with notice by the Association of the amount of such Member Charge.

9. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

10. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to the vendor's lien and the lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The lien of the assessments provided for herein shall be subordinate to the lien or liens of any mortgage or mortgages now or hereafter placed upon the lot or lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such lot or lots pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. Such sale or transfer shall not relieve such lot or lots from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

11. *Notice of Lien.* Notice of the lien may be given, but is not required, by the recordation in the Real Property Records of Polk County, Texas of an Affidavit of Delinquent and Notice of Assessment Lien, duly executed by an officer, managing agent, attorney or officer of the Association, setting forth the amount owed, the name of the last known lot owner or owners of record, and the legal description of the lot.

12. *Delinquent Assessments.* Any Assessment not paid within thirty (30) days after it is due is delinquent.

C. Remedial Rights

1. *Late Charges and Interest.* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined, from time to time, by the Board of Directors, not to exceed the maximum rate of interest permitted by law. If the Board of Directors shall refuse or fail to determine a rate of interest, the rate of interest shall be the lesser of ten per cent (10%) per annum or the maximum rate of interest permitted by law. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* In addition to the foregoing charges for delinquent accounts, each lot owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees and such reasonable collection charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association.

3. *Payment Application.* All payments shall be applied first to costs and attorney's fees, then to applicable charges, then to interest, then to delinquent assessments, then to any

unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

4. *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

5. *Foreclosure.* At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such lot shall be required to pay a reasonable rent for the use of such lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such lot by forcible detainer, by writ of possession, or by any other remedy allowed by law.

6. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

7. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

D. Maintenance Charges and Fund

1. *Maintenance Fund Obligation.* Each Owner, by acceptance of a deed to a Lot, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agreed to pay to the Association an Annual Maintenance Charge. The Board of Directors, at its first meeting of each calendar year, shall establish the Annual Maintenance Charge for that year.

2. *Exemption from Annual Maintenance Charge.* Declarant shall be exempted from the payment of the Annual Maintenance Fund.

3. *Maintenance Fund.* The Board of Directors of the Association, for the benefit of the lot owners, shall establish and maintain a maintenance fund into which shall be deposited the Annual Maintenance Charge collected from lot Owners and which maintenance fund shall be used, without limitation, for the payment of the following:

- A. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against any Common Area rather than against the individual lot owners, if any.
- B. Care and preservation of the Common Area.
- C. Repair and/or maintenance of roadbeds and roadways.

1371-2449-704

- D. Legal and accounting services.
- E. A policy or policies of insurance insuring the Association, as well as its directors and/or officers, against any liability to the public or to the lot owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors.
- F. Workers compensation insurance to the extent necessary to comply with any applicable laws.
- G. Such fidelity bonds as may be required by the By-Laws or as the Board of Directors may determine to be advisable.
- H. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessment assessed against an individual lot owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of these Restrictions or by law or which in its opinion shall be necessary or proper for the enforcement of these Restrictions.
- I. Perpetual maintenance and enhancement of all areas maintained by the Association, including walls, gates, roads, landscaping, lights, irrigation and electric for right-of-way and all entry monuments, walls, and signs owned or maintained by the Association.

E. Powers and Duties of Board

1. *General Powers and Duties.* The Board of Directors of the Association, for the benefit of the lot owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for in these Restrictions, by law, and in the Bylaws of the Association:

- A. To execute all declaration of ownership for tax assessment purposes and with regard to any Common Area, if any, on behalf of all lots owners.
- B. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent lot owners if the Board of Directors sees fit.
- C. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.
- D. To protect or defend any Common Area from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
- E. To make reasonable rules and regulations for the operation of any common areas and to amend them from time to time; provided that, any rule or

regulation may be amended or repealed by an instrument signed by a majority of the lot owners.

- F. To make available for inspection by lot owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by lot owners at reasonable times and intervals.
- G. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the lot owners in proportionate amounts to cover the deficiency.
- H. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any lot owner for violation of such provisions or rules.
- I. To collect all assessments and enforce all penalties for non-payment, including the filing of liens and institution of legal proceedings.
- J. To establish a monetary "fines" system which shall include due process hearings and a discretionary range of fine amounts, which, when levied, shall constitute a permitted Member Charge assessment secured by the lien herein established.
- K. To establish reserve funds which may be maintained and/or accounted for separately from other funds maintained for annual operating expenses.
- L. To accept title to real and/or personal property for any streets, Common Area, and Reserves.

2. *Exclusive Rights.* The Board of Directors shall have the exclusive right to contract for all goods, services, and insurance payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board of Directors except as otherwise provided herein.

3. *Full Authority to Contract.* The Board of Directors, on behalf of the Association, shall have full power and authority to contract with any lot owner or other person or entity for the performance by the Association of services which the Board of Directors is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board of Directors may deem proper, advisable and in the best interest of the Association.

4. *Creation of Lien.* The payment of the Annual Maintenance Charge shall be secured by the same lien that is created by the provisions of these Restrictions to secure the payment of Assessments as set forth in part B of these Restrictions. The Board of Directors shall have the same rights of enforcement as well as all remedies that are set for in said part B. The lien to secure the Annual Maintenance Charge shall be subordinate to the lien of a mortgage to the same extent as set forth in paragraph 10 of said part B.

2022-2449-706

F. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Association to -

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds (2/3rds) of the Owners at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

G. Enforcement

1. *Parties Bound.* These Restrictions shall be binding upon Declarant, Declarant's successors and assigns, and all parties claiming by, through or under Declarant and all subsequent owners of property in the Subdivision, each of whom shall be obligated and bound to observe the terms of this instrument; provided, however, that no such persons, entities or parties shall be liable except with respect to breaches committed during ownership of said lots.

2. *Limitation of Impact on Mortgages.* The violation of any term or provision of this instrument shall not operate to invalidate any mortgage, deed of trust, security agreement or other lien or security interest acquired and held in good faith against any lot, or any part thereof, but such liens or security interests may be enforced as against any and all lots so encumbered.

3. *Standing and Remedies.* The Association, any lot Owner, Declarant, or the holder of a lien, deed of trust, security agreement, or mortgage on any lot or lots in the Subdivision shall have the right to enforce observance or performance of the provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for the Association, any lot owner, Declarant, any party holding a lien, security interest or mortgage on any lot in the Subdivision, or the ACC, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any term or provision of this instrument, in order to accomplish any one or more of the following: to prevent the lot owner, or his, her, it's or their tenants, invitees or representatives from so doing; to correct such violation;

17 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

2022-2449-707

to recover damages; or, to obtain such other relief for such violation as then may be legally available.

4. *Result of Conflicting Restrictions.* These Restrictions shall not permit any action or thing prohibited by the laws, rules or regulations of any governmental authority. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, or these Restrictions shall govern and control.

H. General Provisions

1. *Term.* This Declaration and Restrictions set forth herein shall continue and be binding upon Owner and Owner's successors and assigns for a period of fifty (50) years ("Primary Term") from the date of this instrument, unless terminated or amended. At the expiration of the Primary Term, these Restrictions shall automatically be extended for an additional ten (10) year period ("Extension Term") and for successive ten (10) year periods of the Extension Term thereafter, unless terminated or amended. After the expiration of the Primary Term, the owners of seventy-five per cent (75%) of the lots may execute and acknowledge an agreement in writing terminating or revising the terms of this instrument and file the same in the Real Property Records of Polk County, Texas, or in such office as conveyance of real estate then may be required to be filed, and then and thereafter the Restrictions set forth in this instrument shall be null, void and of no further force and effect, or shall be modified as such recorded instrument may direct.

2. *No Waiver.* Failure by the Association or an Owner to enforce the Dedicatory Instruments is not a waiver. No waiver or consent, express or implied, by any lot owner to or of any breach or default by any lot owner in the performance by such owner of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such lot owner of the same or any other obligations of such lot owner hereunder. Failure on the part of a lot owner to complain of any act of any other lot owner or to declare any lot owner in default, irrespective of how long such failure continues, shall not constitute a waiver by such owner of the rights hereunder until the applicable statute of limitation period has run.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended as follows:

- a. By Declarant. Declarant, during the Development Period, reserves the sole and exclusive right, without joinder or consent of the Association or any Owner, to (i) amend, restate, modify or repeal, this Declaration and other dedicatory instruments; (ii) amend, revise, modify or vacate any Plat; and (iii) annex and subject any other property to the scheme of this Declaration, provided that any annexation is not inconsistent with the scheme of the Subdivision. However, this Declaration or other dedicatory instrument of the Subdivision may not be amended during the period of time between which

2022-2449-708

Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owners assume office.

- b. By Owners. Following the expiration of the Development Period, this Declaration may be amended or restated by the written agreement or by signed ballots voting for such of not less than sixty-seven percent (67%) of all of the Owners in the Subdivision. There shall be one (1) vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. Such amendment must be approved by said Owners within three hundred and sixty-five (365) days of the date the first Owner executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted it shall bind and affect all the Lots. The date an owner's signature is acknowledged shall constitute *prima facie* evidence of the date of execution and adoption of said amendment by such Owner. Those Members of the Board of Directors of the Association entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the real property records of Polk County Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Owners voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.
- c. By the Association. The Board of Directors has the right in its sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any Owner or Member for the following purposes:
 - i. To resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein; or to confirm this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby; or
 - ii. To conform this Declaration to the requirements of any governmental agency including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent

2022-2449-709

required by law upon receipt of written notice of such requirements and request for compliance; or

- iii. To amend the Rule and Regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Subdivision; and
- iv. To amend the alternative payment schedule for certain assessments, open records policy, records retention policy, and/or other policies to comply the Texas or federal law.

5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Attorney's Fees.* Any party subject to this instrument who is the prevailing party in any proceeding, whether it is in negotiation, mediation, arbitration or litigation, against any other party brought under or in connection with this instrument or the subject matter hereof, shall be additionally entitled to recover all costs and reasonable attorney fees, and all other related expenses, including deposition costs, arbitrator and mediator fees, and travel and expert witness fees from the non-prevailing party.

8. *Binding Effect.* This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this instrument.

9. *Choice of Law.* This instrument shall be subject to and governed by the laws of the State of Texas. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Polk County, Texas.

10. *Legal Construction.* In case any one or more of the provisions contained in this instrument shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this instrument, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. The Article and Section headings appearing in this instrument are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section. This instrument shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

2022-2449-710

11. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) two (2) days following the date the Notice was properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

12. *Recitals.* Any recitals in this instrument are represented by the parties hereto to be accurate and constitute a part of the substantive agreement.

13. *Annexation of Additional Property.* During the Development Period, Declarant, its successors and assigns, shall have the unilateral right, in its sole and absolute discretion, to bring within the scheme of this Declaration additional property and properties in future stages of the development (including without limitations, subsequent phases of Ridge Lake Estates Subdivision) without the consent or approval of any owners of any Lots (other than Declarant). Declarant shall also have the right to further define or change boundary lines of any Lot with the consent of the owner of the Parcel. As additional properties are added, Declarant shall, with respect to said properties, record Supplemental Declarations for each phase which may incorporate this Declaration by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon filing of additional survey(s) or plats for a subsequent phase or phases of Ridge Lake Estates Subdivision and the filing of a Supplemental Declaration containing restrictive covenants applicable to the additional property described therein, then and thereafter, the Owners of all Lots in all phases of the Ridge Lake Estates Subdivision shall have the rights, privileges and obligations with respect to all Property then subject to this Declaration (including such additional properties) in accordance with, and to the extent set forth in, this Declaration and each such Supplemental Declaration..

14. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and legal banking holidays in the State of Texas. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

15. *No Representations or Warranties.* No representation or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant, the Association or its agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

DECLARATION OF COVENANTS

2022-2449-741

Choates Creek Investments, L.L.C., a Texas limited liability company,

BY: Greg Hendrix
Greg Hendrix, Manager

STATE OF TEXAS)

COUNTY OF POLK)

This instrument was acknowledged before me on October 31, 2022, by Greg Hendrix, Manager of Choates Creek Investments, L.L.C., a Texas Limited Liability Company on behalf of Choates Creek Investments, L.L.C., a limited liability company.



Melissa L. Hannah
Notary Public, State of Texas

After recording, please return to:

Choates Creek Investments, L.L.C.
P.O. Box 2097
Flint, Texas 75762

✓ m. Hannah

FILED FOR RECORD

Nov 03 2022 09:27:48

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK



STATE OF TEXAS - COUNTY OF POLK
I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the same time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped hereon by me

Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS

Nov 03, 2022

AMENDED DECLARATION OF COVENANTS

DOC#
06819

2023-2493-855

**Amended Declaration of Restrictive Covenants of the
Ridge Lake Estates
Subdivision, Phase One, in Polk County, Texas**

These private land use restrictions for Property situated in Section One Ridge Lake Estates Subdivision in Polk County, Texas (the "Restrictions") are executed effective as of the Date hereafter defined by Owner (as hereafter defined), and in accordance with the definitions, terms, provisions, and other matters hereafter set forth.

Basic Information

Date: July 25, 2023

Declarant: Choates Creek Investments, LLC., a Texas limited liability company

Declarant's Address:

Choates Creek Investments, L.L.C.
P.O. Box 2097
Flint, Texas 75762

Property Owners Association:

Ridge Lake Estates Property Owners Association, Inc., a Texas nonprofit corporation

Property Owners Association's Address:

Ridge Lake Estates Property Owners Association, Inc.
P.O. Box 449
Livingston, Texas 77351

Subdivision: Ridge Lake Estates Subdivision, Section One, in Polk County, Texas, according to the map or plat thereof recorded in the office of the County Clerk of Polk County, Texas, on October 28, 2022, recorded in Volume 13, Page 091, and thereafter filed in the Plat Cabinet in Sleeve 283, Pages A, B, C, & D and Sleeve 284, Pages A, B, & C in the Real Property Records of Polk County, Texas to which map or plat and its recording reference is hereby made for all intents and purposes.

Original Declaration of Restrictive Covenants Conditions and Restrictions:

Volume 2022-2449, Page 690 et seq.

Recitals

First. Declarant owns the fee simple title to the land in the Subdivision.

Second. Declarant desires to carry out and have maintained a uniform plan for the use and

1 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

AMENDED DECLARATION OF COVENANTS

2023-2493-856

improvement of the Subdivision, and Declarant has therefore created the covenants, conditions and restrictions, whether mandatory, prohibitive, permissive, or administrative (collectively called the "Restrictions") to run with the land making up the Subdivision and to regulate the structural integrity, appearance and use of the lots owned by Declarant and depicted upon the plat of the Subdivision and the improvements to be placed on such lots.

- Third. Declarant has no knowledge of the availability of any public or private water, sewer or other utility provider that serves or will serve the Subdivision.

Each Owner of a Lot is responsible for, at each Owner's sole cost and expense, acquiring from third parties any water, sewer, or other utility service that an Owner desires.

The installation of any water, sewer or other type of utility system must be done in a good and workmanlike manner approved by the Board and comply with all local, state, and federal regulations and laws.

- Fourth. The Restrictions are entitled to run with the land comprising the Subdivision because: (i) the Restrictions touch and concern such land by, among other things, benefitting and controlling the use of such land; (ii) privity of estate exists among all of the land in the Subdivision by reason of the Declarant holding legal and equitable title to the land out of which the land shall be conveyed subject to the Restrictions; (iii) notice is given of the Restrictions contained herein when this instrument is filed in the Real Property Records in Polk County, Texas, being the County in which the Subdivision is situated; and (iv) the Restrictions are reasonable in light of their purpose being for the common benefit of all of the land owners in the Subdivision, in order to reduce uncertainty in living conditions, and to encourage investment in the Subdivision.

- Fifth. The Restrictions shall run with the land owned by Declarant in the Subdivision and shall be binding upon and inure to the benefit of the Declarant, as well as the Declarant's successors and assigns; further, each person or entity, by acceptance of title, legal or equitable, to any portion of the Subdivision, shall abide by and perform the Restrictions and the other terms hereof. In the event of the failure of any contract and/or deed to any portion of such land out of the Subdivision to refer to this instrument, the Restrictions and other terms of this instrument shall nevertheless be considered a part thereof, and any conveyance of such land shall be construed to be subject to the Restrictions and other terms hereof. It is understood and agreed that these Restrictions relate to and affect only the Subdivision as described above and no other land owned by Declarant adjacent thereto and/or in the vicinity thereof, and that the only Restrictions are those expressed in this instrument, and no other restrictive covenants are to be implied.

Furthermore, the Restrictions shall apply solely to the Lots and nothing contained herein shall imply that Reserve A and Reserve B, as shown upon the Plat, as well as any other lands of Declarant shall be subject to the Restrictions applicable to the Subdivision, and no restrictions, covenants or conditions shall be created hereby with respect to Reserve A, Reserve B, and any other lands owned by Declarant, whether by negative implication or otherwise. In addition to the

2 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

2023-2493-857

provisions above, Declarant specifically reserves and retains the right to cut merchantable timber on any lands owned by Declarant adjacent to and/or within the vicinity of the Subdivision, as well as use such other lands as Declarant or the successors or assigns of Declarant may deem appropriate, even if such usage differs from the terms permitted by these Restrictions.

Sixth. These Amended Declaration of Restrictive Covenants of the Ridge Lake Estates Subdivision, Phase One, in Polk County, Texas are meant to restate and to replace the Original Declaration of Restrictive Covenants of Ridge Lake Estates Subdivision, Phase One, in Polk County, Texas as referenced herein above.

ARTICLE I DEFINITIONS

1.01 "Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

1.02 "Association" means the Ridge Lake Estates Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns, as provided for herein, which has the power, duty and responsibility of maintaining and administering the Common Area and administering and enforcing the restrictive covenants contained in these Restrictions and any amended or supplemental Restrictions. The Association is a "property owners association" as that term is defined in Texas Property Code §202.001(2).

1.03 "Board" means the Board of Directors of the Ridge Lake Estates Property Owners Association, Inc., the election and procedures of which shall be set forth in the Certificate of Formation and By-Laws of the Association. The Board of Directors shall be the elected body having its normal meaning under the Texas non-profit corporation law.

1.04 "Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

1.05 "Common Area" means all real and personal property leased, owned or maintained by the Association for the common use and benefit of the Members of the Association. The initial Common Area to be owned by the Association is to be the areas of land comprising the streets of the Subdivision, which areas of land shall be conveyed to the Association by Declarant, subject however, to a reservation by Declarant of utility and access easement, in common with the Association, over and across the areas of land comprising the utility easements and Reserve A and B, all as depicted upon the Plat. Such reservation of utility and access easements by Declarant is to provide rights of ingress to and egress from all lands owned by Declarant, and that are adjacent to and/or within the vicinity of the Subdivision; such reserved easements being for the benefit of Declarant, the successors and assigns of Declarant and any and all future owner(s) of and/or lienholder(s) upon such lands that are adjacent to and/or within the vicinity of the Subdivision. The Common Area also includes any entrance monuments, security gates, perimeter walls, drainage facilities and detention ponds, esplanade and right-of-way landscaping, any areas lying within indicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the lot owners, safety lanes, and other areas of the Subdivision not comprised of lots.

2023-2493-858

1.06 "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

1.07 "Declarant" means Choates Creek Investments, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

1.08 "Dedictory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Association, and standards OR Design Guidelines, as amended.

1.09 "Development Period" shall mean the period of time beginning on the date in which this Declaration is recorded in the Official Public Records of Polk County, Texas, and ending at the earlier of (i) such time as ten years have elapsed from the date the Development Period begins; or (ii) the date on which Declarant terminates the Development Period by recorded instrument executed by Declarant and filed in the Official Public Records of Polk County, Texas. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction and marketing of the Property and the right to direct the size, shape and composition of the Property, including but not limited to the lots, common areas, roads and service areas within the Property. The Development Period does not require that Declarant own any portion of the Property.

1.10 "Easements" means Easements within the Property for streets, utilities, drainage, and other purposes as shown on the Plat or of record.

1.11 "Lot" means each plot or tract of land in the Subdivision and depicted as a lot or tract either on the recorded Plat, excluding Reserve A, Reserve B and areas that are part of the Common Area, or in a deed executed by Declarant to one or more third parties whereby such deed is made expressly subject to these Covenants.

1.12 "Member" means all those lot owners who are members of the Association as provided herein.

1.13 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of equitable title (or legal title if same has merged) of any Lot. The foregoing does not include any persons or entities that hold an interest in any Lot merely as a security for the performance of an obligation, except as stated otherwise herein. The term Owner shall not include a lessee or tenant of an Owner.

1.14 "Plat" means the Plat of the Property recorded in the office of the County Clerk of Polk County, Texas, on October 28, 2022, recorded in Volume 13, Page 091, and thereafter filed in the Plat Cabinet in Sleeve 283, Pages A, B, C, & D and Sleeve 284, Pages A, B, & C of the Real Property Records of Polk County, Texas and any replat of or amendment to the Plat made in accordance with this Declaration.

1.15 "Residence" shall refer to one single family dwelling.

1.16 "Subdivision" means the Property covered by the Plat and any additional property

made subject to this Declaration.

2023-2493-859

ARTICLE II CLAUSES COVENANTS AND GENERAL RESTRICTIONS

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him, her, them or it to a fine, an action for amounts due to the Association, damages, or injunctive relief.

B. Plat, Estates, and Easements

1. Estate. Each Lot shall be conveyed as a separately designated and legally described freehold estate according to (a) the Plat, subject to these Restrictions, but without the necessity of specifically referring to same and/or (b) a deed executed by Owner to one or more third parties whereby such deed is made expressly subject to these Restrictions.

2. Easements. All Lots are subject to certain easements over and across portions of each lot, as shown by (a) the recorded plat of the Subdivision and/or (b) reference to same in any deed executed by an Owner in which one or more Lots are conveyed. The easements are deemed appropriate or necessary for the purpose of installing, using and maintaining public utilities and/or equipment necessary for the performance of any public or quasi-public utility service or function. The easements include the right of access for the purpose of further construction and maintenance. The right of access shall include the right, without liability on the part of the owners or operators of such utilities, to remove any obstructions on said easements as in its opinion may interfere with installation or operations. The easements are for the general benefit of the Subdivision and the lot owners and are reserved and created in favor of all utility companies serving the Subdivision. Nothing set out above shall prohibit the use of the easements or rights-of-way by abutting Owners for the construction of fences, walks or drives, provided no permanent structures are constructed in it and provided no damages shall accrue to the Owner, the political subdivision or subdivisions of the State of Texas with jurisdiction over the Subdivision, if any, or any utility company because of the removal and non-replacement of all or any portion of such improvements for the purpose of operating utilities in such easements.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

2023-2493-860

C. Use and Activities

1. **Use.** Each lot may be used for single family residential use only. The term residences and residential use shall expressly exclude mobile homes, house trailers, modular and prefabricated homes, which, except as provided herein, shall not be allowed; however, barndominiums, and other alternatively built structures shall be allowed as long as the front façade has at least 25% stone, brick, hardie board, stucco or other approved facing. Barns, shops or storage units cannot be built in front of the house/residence.

2. **Recreational Vehicles.** Recreational vehicles, including RVs, fifth wheels and trailers used for travel (collectively “RV’s”), shall not be used for residential purposes on any Lot. The following exception shall apply to this section:

- (a) Owners may use and occupy an RV on their Lot during the construction of a house on their Lot; provided such use shall be subject to limitations imposed by any Design Guidelines imposed by the Declarant or the Association.

3. **Business Activities.** An Owner or occupant of a Residence may conduct business activities within a Residence or on a Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business on any Lot; (ii) the business activity conforms to all zoning requirements for the Subdivision; (iii) the business activity does not involve door-to-door solicitation of residents within the Subdivision; (iv) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subdivision which is noticeably greater than that which is typical of residences in which no business activity is being conducted.

4. **Propane Tanks.** All liquid propane tanks must be properly screened with plant materials, fencing, or buried so they cannot be seen from any road in the subdivision or an adjoining property.

5. **Building Location.** Residences and Improvements shall be situated on each Lot no nearer than fifty (50) feet from any roadway or right-of-way and no nearer than twenty-five (25) feet from any property line; provided the Declarant or the Board may grant a variance in writing allowing that Improvements may be constructed closer than twenty-five feet from a property line or property lines on an irregularly shaped Lot. Written approval of such variance is required separately for each Lot for which a variance is sought. For the purposes of this paragraph, porches, stoops, bays and covered areas are considered a part of the Improvements.

6. **Sewage Disposal.** No outside toilets shall be permitted. Installation of septic tanks and soil absorption sewage disposal systems shall be in accordance with the minimum recommendations required by the State of Texas and/or the county in which the Property is located. There shall be no field lines or aerobic sprinkler system heads within thirty (30) feet of any lake or tributary

7. **Environmental Safeguards.** The Owner of each Lot shall never allow any hazardous substance to be brought onto, installed, used, stored, treated, disposed of or transported over a Lot in violation of any applicable law, and all activities on the Lot shall, at all

6 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

2023-2493-861

times, comply with applicable law.

8 Garbage and Refuse Disposal. Each Lot shall be maintained in an attractive condition. No Lot and no part of the Property shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage, and other waste shall not be kept on any Lot except in sanitary containers. No trash, ashes or other refuse may be deposited on any portion of the Property.

9. Nuisances. No obnoxious, noxious or offensive activities shall be carried out or upon any Lot or on any portion of the Property, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the neighborhood. This includes exterior lighting of any sort that rises to the level of a nuisance as determined by the Declarant and/or Association in their sole and absolute discretion.

10. Fencing. Fencing shall be located so that it does not interfere with any rights-of-way or impede access to any easement and shall be constructed of new material consisting of pipe and net wire, cedar staves, barbed or barbless wire, wood or a combination.

11. Hunting/Shooting. Owner shall not discharge a firearm in a manner that is obnoxious or offensive to neighboring owners. In no event shall any activity that could be construed as a "shooting range" or similar activity shall be conducted upon a Lot.

12. Livestock, Pets Poultry and Other Animals

(a) Except to the extent hereafter set forth, no cattle, horses, swine, sheep, goats, or livestock of any other kind, other than dogs, cats, and other types of pets of reasonable kind and number ordinarily kept in residential subdivisions, may be kept on any Lot. Except as provided in the following paragraphs, no pets may be kept or bred for commercial purposes. No animals or pets shall be allowed to run at large within the Subdivision. Should ordinary household pets become a nuisance, in the opinion of the Declarant, and thereafter in the opinion of the Association, they must be immediately removed from the Subdivision.

(b) A Resident or Residents of a Lot or contiguous Lots in the Subdivision, are allowed to keep animals on their Lot or Lots in accordance with the Board guidelines and/or rules that may be adopted and/or amended from time to time.

(c) Residents are allowed to keep a maximum of six (6) female chickens ("hens") in an enclosed coop. Chickens like other animals referenced in paragraph (a) above are not allowed to run at large on the Resident's property or within the subdivision. At no time shall a resident be allowed to keep a male chicken ("rooster") on their property.

13. Inoperative Vehicles. No junk, wrecking or auto storage shall be located on any Lot. Trailer and boats shall not be kept, stored or permitted to remain on any Lot unless stored in a structure or out of plain sight.

2023-2493-862

14. Mineral Production and Excavation.

- (a) Any and all kinds of oil or gas drilling, oil or gas operations, and quarrying or mining operations are prohibited on all Lots except by directional drilling from a surface location other than the Property.
- (b) With the exception of personal use by the Owner of the Lot for improvements on the Lot from which the product is excavated, excavation of sand, gravel or rocks is prohibited.

15. Consolidation of Lots. An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.

16. Easements. No easement in a Lot may be granted, except as permitted herein.

17. ATV's, Golf Carts, etc. Use of golf carts, ATV's, etc. are permitted but must adhere to posted speed limits and operated in a safe manner.

18. Maintenance of Lots. All Lots shall be maintained and mowed in a reasonable manner so as not to become an unsightly nuisance to other Owners.

D. Improvements, Utilities and Easements

1. Construction of Improvements.

- (a) All Residences, including the primary residence and any secondary dwelling unit must be built on concrete slab foundations.
- (b) All primary Residences must not be less than one-thousand five hundred (1,500) square feet.
- (c) All improvements, including but not limited to the Residence, barns, stables, storage buildings, outbuildings, piers and fences, must be constructed on site using new materials and in a skilled and workmanlike manner.
- (d) All improvements, including but not limited to water systems and wells, shall meet or exceed all applicable regulations and guidelines and Owners are solely responsible for obtaining all necessary building permits.
- (e) Prior to any septic system being installed on any Lot, the Owner of such Lot shall obtain all required permits and approvals for an on-site sewage facility (OSSF) from the Texas Commission on Environmental Quality (TCEQ) and any other agency with the authority to regulate OSSFs on the Property and the Lot.
- (f) Driveways and driveway aprons shall be no more than forty (40) feet in width and any entry or driveway which crosses a drainage ditch must be constructed of limestone, rock, asphalt or concrete (any other material will have to be approved by the Board) with a suitable culvert so that such entry or driveway does not impede nor redirect the drainage of water through such drainage ditch.

8 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

2023-2493-863

- (g) Piers into the common area lake cannot be more than ten (10) feet wide and may not extend more than thirty (30) feet into the lake. The pier must be constructed and maintained in a safe condition. Piers must be constructed so that they are perpendicular to the property so as not to encroach across a neighboring properties boundary if that boundary were extended directly into the lake.
- (h) All exterior construction of the primary Residence, garage, porte cochere, porches, driveways, and any other appurtenances or appendages of every kind on any Lot, and all interior construction (including but not limited to all electrical outlets in place and functional, all plumbing fixtures installed and operational [including being connected to water and sewer lines], all cabinet work completed, all interior walls, ceilings, and doors completed and covered by paint, wallpaper, paneling or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than eighteen (18) months following the date on which foundation forms are set.
- (i) Subject to the provisions of this Declaration, the Declarant, during the Development Period, and the Association, by unanimous consent of the Board, may each, from time to time, impose upon the Lots and the Property Design Guidelines applicable to the development of the Property and the construction of Improvements on the Lots as the Declarant or the Association may deem necessary or beneficial to the development, maintenance, or appearance of the Subdivision. Such Design Guidelines shall be effective as of the date an executed and acknowledged document imposing such Design Guidelines is filed in the official public records of Polk County, Texas.

2. **Further Subdivision.** No Lot may be further subdivided without the consent of Polk County and the Board.

3. **Utilities**

(a) **Utility Easements.** The Declarant, its successors and assigns, and the Association shall have alienable and permanent easements and rights-of-way in, through, across, over and under the Common Areas, the Property and the Lots, and under private and dedicated streets, for ingress and egress, and installation, maintenance, use, repair and replacement of all public and private electric utilities and related equipment (including, without limitation, poles, wires, cables, conduits, lines, mains and meter boxes); provided, that the exercise of any easement hereby granted shall not unreasonably interfere with the permitted use and enjoyment of the Lots and, except in an emergency, entry onto any Lot shall be made only after reasonable prior notice given to such Lot Owner or occupant.

(b) **Utility Equipment.** Each local electric utility provider hereby is granted a permanent easement and right-of-way through and across the Common Areas and the Lots for ingress and egress, and installation, reading, maintenance, use, repair and replacement of all utility conduits, lines, meters, boxes and other equipment at any time located within the Property.

2023-2493-864

4. **Easements**

(a) **Roadway Easements.** Owners shall have permanent easements and rights of way over and across the roads and streets of the Subdivision as shown on the Plat (the "Roads"). During the Development Period, Declarant shall have the sole authority to make all decisions and take all actions deemed necessary, in Declarant's sole discretion, to install, improve and maintain the Roads. After the Development Period is terminated, the Association shall have the sole authority to make all decisions and take all actions deemed necessary, in the Association's sole discretion, to install, improve and maintain the Roads.

(b) **Declarant's Permanent Easements.** The Declarant, its successors and assigns, and the Association shall have alienable and permanent easement and rights-of-way in through, across, over and under the Common Areas, any service areas, the Property and the Lots and under, over and across private and dedicated streets, for ingress and egress and development of all roads, drainage, and other development that Declarant, its successors and assigns, determine is necessary, convenient or beneficial to the development of the Property.

5. **Remedies of Declarant and the Board as to land use.** By acceptance of deed to a Lot each Owner agrees that Declarant, the Board, and any representatives, agents, employees or contractors of Declarant and the Board, shall have the right to enter upon any Lot on which one or more violations of this Declaration may have occurred for the purpose of enforcing or curing any such violation, provided that the Owner has been given prior written notice of such violation and such Owner has failed to remedy the complaint or violation within the time specified by such notice. EACH OWNER INDEMNIFIES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, AGENTS AND EMPLOYEES, THE BOARD, AND THE ASSOCIATION, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL COSTS AND EXPENSES OF SUCH CURATIVE ACTION AND ANY PENALTY OR FINE LEVIED BY ANY GOVERNMENTAL AUTHORITY AS A RESULT OF THE ACT OR FAILURE TO ACT OF THE OWNER WITH RESPECT TO ITS LOT. The foregoing remedies shall be cumulative of all other remedies for violations of any provisions of this Declaration.

6. **Owners Acknowledgment.** Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the Association shall act to relieve an Owner from such duty of compliance. Each Owner agrees that neither the Association nor any of Declarant's successors and Assigns, shall have any liability for any act or omission of Declarant which occurred prior to the effective date of any succession or assignment.

2023-2493-865

**ARTICLE III
PROPERTY OWNERS ASSOCIATION**

A. Establishment and Governance

1. *Establishment and Governance.* The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Each owner of a Lot shall be a member of the Association. Except as provided in this paragraph, there is one membership for each Lot, and in those instances where a single Lot is owned by more than one party, the multiple Owners of such lot shall designate a representative to vote on their behalf on all matters that come before the Members for vote. Where an Owner owns two Lots and where such Owner has made the election for such Lots as described in Section B.2., herein below of this Declaration, such Owner will have the number of votes that corresponds with the number of Lots on which the Owner is allocated assessments in all matters in which the owner or Owners is entitled to vote. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot.

4. *Suspension of Voting Rights.* All voting rights of a Lot owner may be suspended by the Board of Directors of the Association during any period in which such Lot owner is delinquent in the payment of any duly established assessment or is otherwise in default and/or violation thereunder or under the By-laws or rules and regulations of the Association.

5. *Registration with the Association.* In order that the Owner and the Association can properly determine voting rights and acquaint every Lot purchaser and every Lot owner with these Restrictions and the day-to-day matters within the Association's jurisdiction, each Lot owner shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Lot owner; (b) the personal address, occupation and telephone number of other local individuals who can be contacted (in the event the Lot owner cannot be located) in case of an emergency; and (c) such other information as may be reasonably requested from time to time by the Association. In the event any Lot owner fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Lot owner shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

B. Assessments

1. *Authority.* To the extent the Annual Maintenance Charge is insufficient, the Association may levy one or more assessments hereafter contained in this part (the "Assessments") to promote the recreation, health, safety, and welfare of the residents in the

11 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

2023-2493-866

Subdivision, to pay the costs and related expenses need to repair, maintain or replace the roadbed of the roadways in the platted subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Area.

2. *Equal Division.* All assessments made by the Association shall be divided equally among the Lot Owners (other than the Declarant), provided however that an Owner or Owners who own two or more contiguous Lots, titled in the same name or names, may, upon written election of the Owner or Owners, be allocated such assessments as if two or three contiguous Lots were one Lot. A group of two or three lots counted as one Lot for assessment purposes shall also be counted as one Lot for all voting purposes of the Association. This exception applies for up to three contiguous Lots which are titled in the same name or names. An Owner or Owners who own contiguous Lots may use this exception for only one group of two or three Lots. This exception must be claimed by the Owner or Owners by written notification to the Board. This election cannot be revoked or changed unless or until the property is sold or otherwise conveyed.

3. *Personal Obligation.* Each Owner, by acceptance of a deed to a Lot, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) The Assessments or charges; and (2) member charges levied against individual Lot owners to reimburse the Declarant or Association (as the case may be) for extra or unusual costs incurred by the Declarant or Association (as the case may be) for curing the lot owner's violation of a restrictive covenant or other provision contained in these Restrictions. The Assessments, together with such interest thereon, reasonable attorney's fees and costs of collection thereof, as are herein provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot or Lots against which each such Assessment is made. Each such assessment, together with such interest thereon, reasonable attorney's fees and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or entity who was the owner of such Lot at the time the obligation accrued.

4. *Use of Assessments.* The Assessments levied by the Association shall be used for upgrading, repairing and/or maintaining streets and installing, acquiring, maintaining, repairing and up keeping improvements and/or facilities of the Association or the Subdivision (such as paying electricity charges of street lights), as well as for the purpose of promoting the recreation, health, safety and welfare of the lot owners, and in particular, for the improvement, maintenance and operation of the Subdivision, including the Common Area, as well as services and facilities devoted to this purpose and related to the use and enjoyment of the Subdivision by the lot owners.

5. *Creation of Lien.* Each and every Assessment or charge including but not limited to the Annual Maintenance Charge contained in this part G are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments and charges. Each lot owner, by his, her or its 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 lot 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 non-judicial or judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connection with said lien. The President of the Board of Directors shall have the right to appoint one or more agents, to mail and file the notices required by Texas Property Code § 51.002 (as well as any other applicable section of the Texas Property Code or other applicable laws), to conduct the sale, and to

12 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

1073-2493-867

otherwise comply with the applicable statute(s). The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners. No lot owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his, her, it's or their lots.

6. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

7. *Budget.* Each year, the Board of Directors of the Association shall adopt an annual budget and, when applicable, set the amount of the annual assessment, taking into consideration the Association's operating cost for the then current year, expected increases or decreases in such costs over the next year, and the future needs of the Association. The annual budget shall be adopted by the Board of Directors at least thirty (30) days prior to the commencement of each calendar year.

8. *Member Charge.* In addition to the annual assessment and any special assessment, the Association, by a majority vote of the Board of Directors, may impose a charge (Member Charge) upon any lot owner for the purposes of reimbursing the Association for all direct and indirect costs incurred by the Association with regard to the maintenance, repair or replacement of landscaping or site improvements on any particular lot when the Board of Directors has determined the maintenance, repair or replacement of improvements associated with such owner's lot has been neglected to the point where conditions existing on such lot are not in conformance with the maintenance obligations set forth in these Restrictions. The owner of such lot shall be notified in writing of said determination and the specific deficiencies found to exist and shall be afforded a reasonable period of time to respond to said notice by correcting the deficiencies. The owner of such lot shall be assessed the cost of reimbursing the Association for any and all costs, including attorney's fees, to secure compliance. Member charges are due and payable within thirty (30) days after the lot owner was served with notice by the Association of the amount of such Member Charge.

9. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

10. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to the vendor's lien and the lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The lien of the assessments provided for herein shall be subordinate to the lien or liens of any mortgage or mortgages now or hereafter placed upon the lot or lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such lot or lots pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. Such sale or transfer shall not relieve such lot or lots from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

11. *Notice of Lien.* Notice of the lien may be given, but is not required, by the recordation in the Real Property Records of Polk County, Texas of an Affidavit of Delinquent and Notice of Assessment Lien, duly executed by an officer, managing agent, attorney or officer of the Association, setting forth the amount owed, the name of the last known lot owner or owners of record, and the legal description of the lot.

2023-2493-868

12. *Delinquent Assessments.* Any Assessment not paid within thirty (30) days after it is due is delinquent.

C. Remedial Rights

1. *Late Charges and Interest.* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined, from time to time, by the Board of Directors, not to exceed the maximum rate of interest permitted by law. If the Board of Directors shall refuse or fail to determine a rate of interest, the rate of interest shall be the lesser of ten per cent (10%) per annum or the maximum rate of interest permitted by law. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* In addition to the foregoing charges for delinquent accounts, each lot owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees and such reasonable collection charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association.

3. *Payment Application.* All payments shall be applied first to costs and attorney's fees, then to applicable charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

4. *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

5. *Foreclosure.* At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such lot shall be required to pay a reasonable rent for the use of such lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such lot by forcible detainer, by writ of possession, or by any other remedy allowed by law.

6. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

7. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

D. Maintenance Charges and Fund

1. *Maintenance Fund Obligation.* Each Owner, by acceptance of a deed to a Lot,

14 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

2023-2493-869

whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agreed to pay to the Association an Annual Maintenance Charge. The Board of Directors, at its first meeting of each calendar year, shall establish the Annual Maintenance Charge for that year.

2. *Exemption from Annual Maintenance Charge.* Declarant shall be exempted from the payment of the Annual Maintenance Fund.

3. *Maintenance Fund.* The Board of Directors of the Association, for the benefit of the lot owners, shall establish and maintain a maintenance fund into which shall be deposited the Annual Maintenance Charge collected from lot Owners and which maintenance fund shall be used, without limitation, for the payment of the following:

- A. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against any Common Area rather than against the individual lot owners, if any.
- B. Care and preservation of the Common Area.
- C. Repair and/or maintenance of roadbeds and roadways.
- D. Legal and accounting services.
- E. A policy or policies of insurance insuring the Association, as well as its directors and/or officers, against any liability to the public or to the lot owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors.
- F. Workers compensation insurance to the extent necessary to comply with any applicable laws.
- G. Such fidelity bonds as may be required by the By-Laws or as the Board of Directors may determine to be advisable.
- H. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessment assessed against an individual lot owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of these Restrictions or by law or which in its opinion shall be necessary or proper for the enforcement of these Restrictions.
- I. Perpetual maintenance and enhancement of all areas maintained by the Association, including walls, gates, roads, landscaping, lights, irrigation and electric for right-of-way and all entry monuments, walls, and signs owned or maintained by the Association.

E. Powers and Duties of Board

1. *General Powers and Duties.* The Board of Directors of the Association, for the

15 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

2023-2493-870

benefit of the lot owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for in these Restrictions, by law, and in the Bylaws of the Association:

- A. To execute all declaration of ownership for tax assessment purposes and with regard to any Common Area, if any, on behalf of all lots owners.
- B. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent lot owners if the Board of Directors sees fit.
- C. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.
- D. To protect or defend any Common Area from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
- E. To make reasonable rules and regulations for the operation of any common areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument signed by a majority of the lot owners.
- F. To make available for inspection by lot owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by lot owners at reasonable times and intervals.
- G. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the lot owners in proportionate amounts to cover the deficiency.
- H. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any lot owner for violation of such provisions or rules.
- I. To collect all assessments and enforce all penalties for non-payment, including the filing of liens and institution of legal proceedings.
- J. To establish a monetary "fines" system which shall include due process hearings and a discretionary range of fine amounts, which, when levied, shall constitute a permitted Member Charge assessment secured by the lien herein established.
- K. To establish reserve funds which may be maintained and/or accounted for separately from other funds maintained for annual operating expenses.
- L. To accept title to real and/or personal property for any streets, Common Area, and Reserves.

2023-2493-871

2. *Exclusive Rights.* The Board of Directors shall have the exclusive right to contract for all goods, services, and insurance payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board of Directors except as otherwise provided herein.

3. *Full Authority to Contract.* The Board of Directors, on behalf of the Association, shall have full power and authority to contract with any lot owner or other person or entity for the performance by the Association of services which the Board of Directors is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board of Directors may deem proper, advisable and in the best interest of the Association.

4. *Creation of Lien.* The payment of the Annual Maintenance Charge shall be secured by the same lien that is created by the provisions of these Restrictions to secure the payment of Assessments as set forth in part B of these Restrictions. The Board of Directors shall have the same rights of enforcement as well as all remedies that are set for in said part B. The lien to secure the Annual Maintenance Charge shall be subordinate to the lien of a mortgage to the same extent as set forth in paragraph 10 of said part B.

F. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Association to -

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds (2/3rds) of the Owners at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

G. Enforcement

1. *Parties Bound.* These Restrictions shall be binding upon Declarant, Declarant's successors and assigns, and all parties claiming by, through or under Declarant and all subsequent owners of property in the Subdivision, each of whom shall be obligated and bound

17 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

2023-2493-872

to observe the terms of this instrument; provided, however, that no such persons, entities or parties shall be liable except with respect to breaches committed during ownership of said lots.

2. *Limitation of Impact on Mortgages.* The violation of any term or provision of this instrument shall not operate to invalidate any mortgage, deed of trust, security agreement or other lien or security interest acquired and held in good faith against any lot, or any part thereof, but such liens or security interests may be enforced as against any and all lots so encumbered.

3. *Standing and Remedies.* The Association, any lot Owner, Declarant, or the holder of a lien, deed of trust, security agreement, or mortgage on any lot or lots in the Subdivision shall have the right to enforce observance or performance of the provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for the Association, any lot owner, Declarant, any party holding a lien, security interest or mortgage on any lot in the Subdivision, or the ACC, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any term or provision of this instrument, in order to accomplish any one or more of the following: to prevent the lot owner, or his, her, it's or their tenants, invitees or representatives from so doing; to correct such violation; to recover damages; or, to obtain such other relief for such violation as then may be legally available.

4. *Result of Conflicting Restrictions.* These Restrictions shall not permit any action or thing prohibited by the laws, rules or regulations of any governmental authority. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, or these Restrictions shall govern and control.

H. General Provisions

1. *Term.* This Declaration and Restrictions set forth herein shall continue and be binding upon Owner and Owner's successors and assigns for a period of fifty (50) years ("Primary Term") from the date of this instrument, unless terminated or amended. At the expiration of the Primary Term, these Restrictions shall automatically be extended for an additional ten (10) year period ("Extension Term") and for successive ten (10) year periods of the Extension Term thereafter, unless terminated or amended. After the expiration of the Primary Term, the owners of seventy-five per cent (75%) of the lots may execute and acknowledge an agreement in writing terminating or revising the terms of this instrument and file the same in the Real Property Records of Polk County, Texas, or in such office as conveyance of real estate then may be required to be filed, and then and thereafter the Restrictions set forth in this instrument shall be null, void and of no further force and effect, or shall be modified as such recorded instrument may direct.

2. *No Waiver.* Failure by the Association or an Owner to enforce the Dedicatory Instruments is not a waiver. No waiver or consent, express or implied, by any lot owner to or of any breach or default by any lot owner in the performance by such owner of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such lot owner of the same or any other obligations of such lot owner hereunder. Failure on the part of a lot owner to complain of any act of any other lot owner or to declare any lot owner in default, irrespective of how long such failure continues, shall not constitute a waiver by such owner of the rights hereunder until the applicable statute of limitation period has run.

3. *Corrections.* The Board may correct typographical or grammatical errors,

18 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

2023-2493-873

ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended as follows:
 - a. By Declarant. Declarant, during the Development Period, reserves the sole and exclusive right, without joinder or consent of the Association or any Owner, to (i) amend, restate, modify or repeal, this Declaration and other dedicatory instruments; (ii) amend, revise, modify or vacate any Plat; and (iii) annex and subject any other property to the scheme of this Declaration, provided that any annexation is not inconsistent with the scheme of the Subdivision. However, this Declaration or other dedicatory instrument of the Subdivision may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owners assume office.
 - b. By Owners. Following the expiration of the Development Period, this Declaration may be amended or restated by the written agreement or by signed ballots voting for such of not less than sixty-seven percent (67%) of all of the Owners in the Subdivision. There shall be one (1) vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. Such amendment must be approved by said Owners within three hundred and sixty-five (365) days of the date the first Owner executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted it shall bind and affect all the Los. The date an owner's signature is acknowledged shall constitute *prima facie* evidence of the date of execution and adoption of said amendment by such Owner. Those Members of the Board of Directors of the Association entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the real property records of Polk County Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Owners voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.
 - c. By the Association. The Bord of Directors has the right in tis sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any Owner or Member for the following purposes:
 - i. To resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein;

2023-2493-874

or to confirm this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby; or

- ii. To conform this Declaration to the requirements of any governmental agency including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or
- iii. To amend the Rule and Regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Subdivision; and
- iv. To amend the alternative payment schedule for certain assessments, open records policy, records retention policy, and/or other policies to comply the Texas or federal law.

5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Attorney's Fees.* Any party subject to this instrument who is the prevailing party in any proceeding, whether it is in negotiation, mediation, arbitration or litigation, against any other party brought under or in connection with this instrument or the subject matter hereof, shall be additionally entitled to recover all costs and reasonable attorney fees, and all other related expenses, including deposition costs, arbitrator and mediator fees, and travel and expert witness fees from the non-prevailing party.

8. *Binding Effect.* This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this instrument.

9. *Choice of Law.* This instrument shall be subject to and governed by the laws of the State of Texas. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Polk County, Texas.

2023-2493-875

10. *Legal Construction.* In case any one or more of the provisions contained in this instrument shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this instrument, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. The Article and Section headings appearing in this instrument are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section. This instrument shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

11. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) two (2) days following the date the Notice was properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

12. *Recitals.* Any recitals in this instrument are represented by the parties hereto to be accurate and constitute a part of the substantive agreement.

13. *Annexation of Additional Property.* During the Development Period, Declarant, its successors and assigns, shall have the unilateral right, in its sole and absolute discretion, to bring within the scheme of this Declaration additional property and properties in future stages of the development (including without limitations, subsequent phases of Ridge Lake Estates Subdivision) without the consent or approval of any owners of any Lots (other than Declarant). Declarant shall also have the right to further define or change boundary lines of any Lot with the consent of the owner of the Parcel. As additional properties are added, Declarant shall, with respect to said properties, record Supplemental Declarations for each phase which may incorporate this Declaration by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon filing of additional survey(s) or plats for a subsequent phase or phases of Ridge Lake Estates Subdivision and the filing of a Supplemental Declaration containing restrictive covenants applicable to the additional property described therein, then and thereafter, the Owners of all Lots in all phases of the Ridge Lake Estates Subdivision shall have the rights, privileges and obligations with respect to all Property then subject to this Declaration (including such additional properties) in accordance with, and to the extent set forth in, this Declaration and each such Supplemental Declaration..

14. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and legal banking holidays in the State of Texas. In the event the date for performance of any

AMENDED DECLARATION OF COVENANTS

2023-2493-876

obligation hereunder shall fall on a Saturday, Sunday or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

15. *No Representations or Warranties.* No representation or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant, the Association or its agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

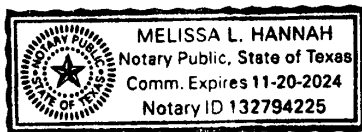
Choates Creek Investments, L.L.C., a Texas limited liability company,

BY: Greg Hendrix
Greg Hendrix, Manager

STATE OF TEXAS)

COUNTY OF POLK)

This instrument was acknowledged before me on July 25, 2023, by Greg Hendrix, Manager of Choates Creek Investments, L.L.C., a Texas Limited Liability Company on behalf of Choates Creek Investments, L.L.C., a limited liability company.



Melissa L. Hannah
Notary Public, State of Texas

After recording, please return to:

Choates Creek Investments, L.L.C.
P.O. Box 2097
Flint, Texas 75762

FILED FOR RECORD
Jul 25 2023 12:10:02

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK



STATE OF TEXAS • COUNTY OF POLK
I, SCHELANA HOCK hereby certify that the instrument was FILED
in the file number sequence on the date and at the same time stamped
heron by me and was duly RECORDED in the Official Public Records
in Volume and Page of the named RECORDS OF Polk County, Texas
as stamped heron by me.

Schelana Hock
COUNTY CLERK
POLK COUNTY TEXAS

mm

Jul 25, 2023

22 | Page

Declaration of Covenants, Conditions and Restrictions for Ridge Lake Estates Subdivision

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

We (Title Insurance Company) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Sample

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

Sample

IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

(866) 629-5842

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800) 252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 12030

AUSTIN, TEXAS 78711-2030

FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

(866) 629-5842

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800) 252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 12030

AUSTIN, TEXAS 78711-2030

FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-866-629-5842 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

Sample

STANDARD TITLE COMMITMENT

SCHEDULE A

Effective Date: XX/XX/2024 at 08:00

GF No.: 24-XXX

Commitment No. 24-XXX, issued XX day of September, 2024

1. Policy or Policies to be issued are:

- a. Owner's Policy of Title Insurance (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
- b. Texas Residential Owner's Policy of Title Insurance
One-to-Four Family Residences (T-1R)
Policy Amount: \$
PROPOSED INSURED:
- c. Loan Policy of Title Insurance (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- d. Texas Short Form Residential Loan Policy of Title Insurance (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- e. Loan Title Policy Binder on Interim Construction Loan (Form T-13)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the Land covered by this Commitment is:

3. Record title to the Land on Effective Date appears to be vested in:
Choates Creek Investments, L.L.C., a Texas limited liability company

4. Legal Description of Land:

Lot XX of Ridge Lakes Estates Subdivision, Phase One, in Polk County, Texas, according to the map or plat recorded in the office of County Clerk of Polk County, Texas, on October 28, 2022, in Volume 13, Page 091 and thereafter filed in the Plat [Cabinet in Sleeve 283, Pages A, B, C, & D and Sleeve 284, Pages A, B, & C](#), in the Plat Records of Polk County, Texas.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below:

Declaration of Restrictive Covenants of the Ridge Lake Estates Subdivision as recorded in [Plat Cabinet in Sleeve 283, Pages A, B, C, and D and Sleeve 284, Pages A, B, and C](#), as recorded under [Volume 2284, Page 291](#); [Volume 2288, Page 001](#); [Volume 2449 Page 690](#); [Volume 2451, Page 768](#), and [2493, Page 855](#), Official Public Records, Polk County, Texas, but omitting any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 {c}. OR IF NONE

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2024, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2024 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

STANDARD TITLE COMMITMENT

- a. The company is prohibited from ensuring the area or quantity of the land described herein. Any statement in the legal description of the area or quantity of land does not represent that such area or quantity is correct but is made for informational purposes only and does not override item 2 of Schedule B hereof.
- b. Rights or claims of parties in possession not recorded in the public records.
- c. Rights of tenants in possession as tenants only under unrecorded leases or rental agreements.
- d. Any and all easements and/or right of way, visible or otherwise, over and across the property described within Schedule A.
- e. Any portion of the property herein described which fall within the boundaries of any road or roadway.
- f. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of land.
- g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records, whether listed in Schedule B or not. There may be leases, grants, exceptions, reservations of mineral interest that are not listed.
- h. Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any documents listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such personal restrictions or covenants, we are simply providing a true copy of the recorded document and do not publish, state, or imply such personal restrictions or covenants are enforceable.
- i. Easements, restrictions, reservations, covenants, zoning ordinances, set back lines, and/or dedication of roads, if any, as shown on the plat of Ridge Lakes Estates Subdivision, Phase One, as recorded in Volume 13, Page 91 and thereafter filed in the Plat [Cabinet in Sleeve 283, Pages A, B, C, D. Sleeve 284, Pages A, B, C](#) , Plat Records of Polk County, Texas, and/or Restrictions as recorded in [Volume 2449, Page 690](#) , [Volume 2451, Page 768](#) , and [Volume 2493, Page 855](#) , Official Public of Records, Polk County, Texas.
- j. Any liens that may heretofore have been created by reason of assessments rendered by the subdivision or the subdivision's owners association against the property herein.
- k. All terms, conditions, and provisions of that certain Affidavit of Authority to Transfer dated November 8, 2022, from Choates Creek Investments to The Public and recorded in [Volume 2451, Page 453](#) , of the Official Public Records of Polk County, Texas.
- l. INTENTIONALLY DELETED.
- m. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from International Paper Company, et al to Pure Resources, L.P. dated October 1, 2000, and recorded in [Volume 1204, Page 1](#) , Official Public Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- n. Terms, conditions and provisions contained in Surface Use Restriction Agreement dated October 1, 2000, executed by and between International Paper Company, et al and Pure Resources, L.P., and recorded in [Volume 1211, Page 1](#) , of the Official Records of Polk, Texas.
- o. Non-exclusive easement for purpose of exploration, development, storage, treatment, production or transportation or oil and gas and other minerals, use or roadways, water well drilling rights, use of sand and gravel, and other surface use rights as granted in instrument dated October 1, 2000 executed by International Paper Company, et al to Pure Resources, L.P., recorded in [Volume 1204, Page 1](#) , Official Records, Polk County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.

STANDARD TITLE COMMITMENT

- p. Non-exclusive easement and rights of access granted to adjacent to adjoining lands, as granted in instrument dated October 1, 2000, executed by International Paper Company, et al to Pure Resources, L.P., recorded in [Volume 1204, Page 1](#) , Official Public Records, Polk County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- q. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from International Paper Realty Corporation to Clifford M. Rowland, III dated April 5, 2002, and recorded in [Volume 1263, Page 744](#) , Official Public Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- r. All terms, conditions, and provisions of that certain Right of Way/Easement from Clifford Rowland, III to Sam Houston Electric Cooperative, Inc. in instrument dated April 1, 2015, recorded in [Volume 2019, Page 565](#) , of the Official Public Records of Polk County, Texas.
- s. All terms, conditions, and provisions of that certain Right of Way/Easement from GAH-5, LLC to Sam Houston Electric Cooperative, Inc. in instrument dated February 15, 2019, recorded in [Volume 2197, Page 73](#) , of the Official Public Records of Polk County, Texas.
- t. All terms, conditions, and provisions of that certain Right of Way/Easement from GAH-5, LLC to Sam Houston Electric Cooperative, Inc. in instrument dated February 15, 2019, recorded in [Volume 2197, Page 75](#) , of the Official Public Records of Polk County, Texas.
- u. Terms, conditions, stipulations and agreements as set out in Polk County Subdivision Regulations dated August 25, 2020 and recorded in [Volume 2284, Page 291](#) , Re-filed in [Volume 2288, Page 1](#) , Official Public Records of Polk County, Texas.
- v. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from C.B. Kelly and I.A. Dye to Livingston Lumber Company dated January 8, 1904, and recorded in Volume 23, Page 602, Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- w. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from Livingston Lumber Company to Texas Long Leaf Lumber Company dated November 17, 1925, and recorded in Volume 79, Page 451, Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- x. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from Texas Long Leaf Lumber Company to Southerland Paper Mills, Inc. dated January 31, 1953, and recorded in [Volume 158, Page 3](#) , Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- y. Oil, Gas and Mineral Lease by and between Laura Ledwell, as Lessor, and Sonat Exploration Company, as Lessee, dated May 26, 1994, and recorded in [Volume 937, Page 672](#) and amended in [Volume 1055, Page 490](#) , Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- z. Oil, Gas and Mineral Lease by and between Ruth Victoria Roe, as Lessor, and Sonat Exploration Company, as Lessee, dated May 31, 1994, and recorded in [Volume 937, Page 688](#) , and amended in Volume 1055, Page 924, Deed Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- aa. Oil, Gas and Mineral Lease by and between Thomas Alan Beckett, as Lessor, and Sonat Exploration Company, as Lessee, dated May 31, 1994, and recorded in [Volume 937, Page 638](#) , and amended in [Volume 1055, Page 486](#) , Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- bb. Oil, Gas and Mineral Lease by and between Sherrill Lynn Rinehard Wedlake, as Lessor, and Sonat Exploration Company, as Lessee, dated June 8, 1994, and recorded in [Volume 948, Page 194](#) , and amended in [Volume](#)

STANDARD TITLE COMMITMENT

- [1055, Page 489](#) Records of Official Public County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- cc. Oil, Gas and Mineral Lease by and between Dr. Burton Clark Roe, as Lessor, and Sonat Exploration Company, as Lessee, dated June 17, 1994, and recorded in [Volume 941, Page 144](#) , and amended in [Volume 1055, Page 488](#) , Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- dd. Oil, Gas and Mineral Lease by and between Marion Charles Rinehard, as Lessor, and Sonat Exploration Company, as Lessee, dated July 2, 1994, and recorded in [Volume 941, Page 140](#) , and amended in [Volume 1055, Page 487](#) , Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- ee. Oil, Gas and Mineral Lease by and between Marilyn N. Potts, as Lessor, and Roger A. Soape, Inc., as Lessee, dated April 20, 1995, and recorded in [Volume 987, Page 777](#) , Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- ff. Oil, Gas and Mineral Lease by and between Frederick Ernest Potts, as Lessor, and Roger A. Soape, Inc., as Lessee, dated April 20, 1995, and recorded in [Volume 981, Page 701](#) , Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- gg. Oil, Gas and Mineral Lease by and between John R. VaVerka,, as Lessor, and Roger A. Soape, Inc., as Lessee, dated April 20, 1995, and recorded in [Volume 974, Page 587](#) , Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- hh. Oil, Gas and Mineral Lease by and between Patricia Ann Meece Lary, as Lessor, and Roger A. Soape, Inc., as Lessee, dated April 20, 1995, and recorded in [Volume 974, Page 563](#) , and amended in [Volume 1099, Volume 295](#) , Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- ii. Oil, Gas and Mineral Lease by and between Terry L. Pace, Receiver, as Lessor, and Black Stone Holdings Partnership, as Lessee, dated August 23, 1995, and recorded in [Volume 986, Page 386](#) , Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- jj. All terms, conditions, and provisions of that certain Pipeline Right of Way/Easement from Southland Paper Mills, Inc. to Natural Gas Pipeline Company of America in instrument dated August 9, 1967, recorded in [Volume 195, Page 267](#) , of the Deed Records of Polk County, Texas.
- kk. Terms, conditions, stipulations and agreements as set out in Tenancy Agreement from Texas Long Leaf Lumber Company to Wm. W. Flowers, et al , dated July 3, 1947 and recorded in [Volume 138, Page 257](#) , Deed Records of Polk County, Texas.
- ll. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from Jules S. Vogel to Texas Long Leaf Lumber Company dated May 20, 1947, and recorded in Volume 138, Page 45, Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- mm. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from Champion International Corporation to Black Stone Holdings Partnership dated September 22, 1994, and recorded in [Volume 946, Page 705](#) , and amended in [Volume 976, Page 43](#) , [Volume 1053, Page 95](#) , [Volume 1106, Page 617](#) , Official Public Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- nn. Oil, Gas and Mineral Lease by and between Maurine A. Vogel, as Lessor, and Sonat Exploration Company, as Lessee, dated April 25, 1994, and recorded in [Volume 937, Page 692](#) , Official Public Records of Polk County,

STANDARD TITLE COMMITMENT

Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).

- oo. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from S.H. Smith to R.H. Jones dated October 15, 1927, and recorded in Volume 83, Page 507, Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- pp. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from R.H. Jones to Texas Long Leaf Lumber Company dated October 26, 1927, and recorded in [Volume 83, Page 510](#) , Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- qq. All terms, conditions, and provisions of that certain Right of Way/Easement from Southerland Paper Mills, Inc. to Gulf States Utilities Company in instrument dated December 31, 1960, recorded in [Volume 188, Page 234](#) , of the Deed Records of Polk County, Texas.
- rr. All terms, conditions, and provisions of that certain Right of Way/Easement from Southland Paper Mills, Inc. to Sam Houston Electric Cooperative, Inc. in instrument dated April 23, 1973, recorded in [Volume 288, Page 797](#) , of the Deed Records of Polk County, Texas.
- ss. All terms, conditions, and provisions of that certain Right of Way/Easement from Southerland Paper Mills, Inc. to Magnolia Pipe Line Company in instrument dated April 16, 1954, recorded in [Volume 161, Page 310](#) , of the Deed Records of Polk County, Texas.
- tt. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from George Baier to R.B. David dated November 29, 1924, and recorded in [Volume 80, Page 101](#) , Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- uu. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from R.B. David to Texas Long Leaf Lumber Company dated July 11, 1927, and recorded in [Volume 83, Page 15](#) , Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- vv. All terms, conditions, and provisions of that certain Right of Way/Easement from Long Leaf Lumber Company to The State of Texas in instrument dated March 9, 1944, recorded in [Volume 129, Page 339](#) , of the Deed Records of Polk County, Texas.
- ww. All terms, conditions, and provisions of that certain Right of Way/Easement from Texas Long Leaf Lumber Company to State of Texas in instrument dated May 19, 1945, recorded in [Volume 131, Page 381](#) , of the Official Public Records of Polk County, Texas.
- xx. All terms, conditions, and provisions of that certain Right of Way/Easement from Southerland Paper Mills, Inc. to Magnolia Pipe Line Company in instrument dated March 1, 1971, recorded in [Volume 253, Page 471](#) , of the Deed Records of Polk County, Texas.
- yy. All terms, conditions, and provisions of that certain Right of Way/Easement from Southerland Paper Mills, Inc. to Soda Water Supply Corporation in instrument dated March 3, 1976, recorded in [Volume 319, Page 563](#) , of the Deed Records of Polk County, Texas.
- zz. Oil, Gas and Mineral Lease by and between Richard C. Jones, as Lessor, and Sonat Exploration Company, as Lessee, dated May 20, 1994, and recorded in [Volume 937, Page 660](#) , Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- aaa. Oil, Gas and Mineral Lease by and between Charles R. Jones, as Lessor, and Sonat Exploration Company, as Lessee, dated May 25, 1994, and recorded in [Volume 937, Page 664](#) , Official Public Records of Polk County,

STANDARD TITLE COMMITMENT

Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).

- bbb. Terms, conditions, stipulations and agreements as set out in Tenancy Agreement from Texas Long Leaf Lumber Company to Curtis Garner , dated July 16, 1947 and recorded in [Volume 139, Page 41](#) , Deed Records of Polk County, Texas.
- ccc. All terms, conditions, and provisions of that certain Right of Way/Easement from Southerland Paper Mills, Inc. to Soda Water Supply Corporation in instrument dated August 1, 1969, recorded in [Volume 249, Page 175](#) , of the Deed Records of Polk County, Texas.
- ddd. Twenty foot reserved for public road in deed dated February 3, 1914 from E.J. Manry to J.C. Lilley, recorded in [Volume 50, Page 501](#) , Deed Records of Polk County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- eee. Fifteen foot reserved for public road in deed dated February 3, 1914 from E.J. Manry to J.C. Lilley, recorded in [Volume 50, Page 501](#) , Deed Records of Polk County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- fff. All terms, conditions, and provisions of that certain Pipeline Easement from Texas Long Leaf Lumber Company to Dixie Pipeline in instrument dated January 16, 1928, recorded in [Volume 84, Page 413](#) , of the Deed Records of Polk County, Texas.
- ggg. All terms, conditions, and provisions of that certain Right of Way/Easement from St. Regis Paper Company to Gulf States Utilites Company in instrument dated February 25, 1980, recorded in [Volume 375, Page 263](#) , of the Deed Records of Polk County, Texas.
- hhh. All terms, conditions, and provisions of that certain Right of Way/Easement from E.J. Manry to B.F. Bean and W.P. Bean in instrument dated January 24, 1913, recorded in [Volume 51, Page 265](#) , of the Deed Records of Polk County, Texas.
- iii. All terms, conditions, and provisions of that certain Pipeline Easement from B.F. Bean and W.P. Bean to Dixie Pipeline Company in instrument dated November 30, 1927, recorded in [Volume 84, Page 71](#) , of the Deed Records of Polk County, Texas.
- jjj. All terms, conditions, and provisions of that certain Right of Way/Easement from B.F. Bean to Dixie Pipe Line Company in instrument dated November 30, 1927, recorded in [Volume 84, Page 57](#) , of the Deed Records of Polk County, Texas.
- kkk. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from W.C. Peveto and G. Suttles to W.L. Crawford and S.L. McAdams dated March 22, 1945, and recorded in [Volume 131, Page 78](#) , Official Public Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- lll. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from Perry Pace, Jr. and wife, Mary Pace to Texas Long Leaf Lumber Company dated March 24, 1948, and recorded in [Volume 141, Page 231](#) , Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- mmm. All terms, conditions, and provisions of that certain Right of Way/Easement from Jesse Bland to Dixie Pipe Line Company in instrument dated November 28, 1927, recorded in [Volume 84, Page 11](#) , of the Deed Records of Polk County, Texas.
- nnn. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from rs. Hazel Mill and husband, Tex Mill to James E. Procter dated December 13, 1948, and recorded in [Volume 142, Page 270](#) , Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).

- ooo. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from R.H. Jones to Texas Long Leaf Lumber Company dated December 11, 1950, and recorded in [Volume 150, Page 200](#), Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- ppp. Oil, Gas and Mineral Lease by and between Richard C. Jones, as Lessor, and Black Stone Holdings Partnership, as Lessee, dated April 17, 1994, and recorded in [Volume 1058, Page 331](#), Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- qqq. Oil, Gas and Mineral Lease by and between Charles R. Jones, as Lessor, and Black Stone Holdings Partnership, as Lessee, dated April 17, 1997, and recorded in [Volume 1056, Page 573](#), Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- rrr. Oil, Gas and Mineral Lease by and between Sidney Ross Smith, as Lessor, and Black Stone Holdings Partnership, as Lessee, dated April 23, 1997, and recorded in Volume 1060, Page 918, Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- sss. Oil, Gas and Mineral Lease by and between Mary Alice Smith Wise, as Lessor, and Black Stone Holdings Partnership, as Lessee, dated April 23, 1997, and recorded in [Volume 1058, Page 327](#), Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- ttt. Oil, Gas and Mineral Lease by and between Gary B. Davis, as Lessor, and Black Stone Holdings Partnership, as Lessee, dated April 24, 1997, and recorded in Volume 1060, Page 923, Official Public Records of Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- uuu. Fifteen foot reservation of public roadway reserved in deed December 31, 1913 from E.J. Manry to J.J. Barlow, recorded in [Volume 47, Page 424](#), Deed Records, Polk County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- vvv. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from e Barlow and wife, C.O. Barlow to W.H. Barlow dated October 31, 1952, and recorded in [Volume 157, Page 91](#), Deed Records of Polk County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT).
- www. Management Certificate (Texas Property Code 209.004), Ridge Lake Estates Property Owners Association, Inc., Dated November 8, 2022 and Recorded in Document Number [12620](#), Official Public Records of Polk County, Texas.
- xxx. All terms, conditions, and provisions of that certain Reserved Easement from Choates Creek Investments, L.L.C. to Ridge Lake Estates Property Owners Association, Inc. in instrument dated November 8, 2022, recorded under Clerk's File No. 12519 of the Official Public Records of Polk County, Texas.
- yyy. All lots are subject to a 5-Foot wide building line adjacent to all interior lot lines as stated on Plat recorded in [Volume 13, Page 91 and thereafter filed in the Plat Cabinet in Sleeve 283, Pages A, B, C, D and Sleeve 284, Pages A, B, C](#), Plat Records of Polk County, Texas.
- zzz. All lots are subject to a 25-Foot wide building line adjacent to all private road easements shown hereon as stated on Plat recorded in [Volume 13, Page 91 and thereafter filed in the Plat Cabinet in Sleeve 283, Pages A, B, C, D and Sleeve 284, Pages A, B, C](#), Plat Records of Polk County, Texas.
- aaaa. 16-Foot Wide utility easement located adjacent to either side of all private road easements shown hereon as stated on Plat recorded in [Volume 13, Page 91 and thereafter filed in the Plat Cabinet in Sleeve 283, Pages A, B, C, D and Sleeve 284, Pages A, B, C](#), Plat Records of Polk County, Texas.

bbbb. Building/setback lines, easements, and/or other matters as shown on plat recorded in/under [Volume 13, Page 91 and thereafter filed in the Plat Cabinet in Sleeve 283, Pages A, B, C, D and Sleeve 284, Pages A, B, C](#), Map/Plat Records, Polk County, Texas.

Sample

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. During the Title Examination of the subject property, Title Company did not locate any outstanding, voluntary liens affecting said property. It is important to verify with Seller(s), prior to closing, that there are no liens to be released, payoffs to be made, unrecorded liens or other indebtedness which could give rise to any security interest claim in the subject property. Seller(s) must execute an AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION at the time of closing.
6. Payment of any and all taxes now due and payable up to and including the year 2024.



AUCTION: 240917
PROPERTY:
BIDDER:

AUCTION REAL ESTATE SALES CONTRACT

1. Purchase and Sale. As a result of the efforts of SEVEN HILLS AUCTIONS, LLC., hereinafter referred to as "Auctioneer," the undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all that tract or parcel of land together with all plants, trees, shrubbery now on the premises, with all improvements thereon and appurtenances thereto, collectively hereinafter referred to as the "Property," lying and being in:

State: Texas County: Polk Being more fully described upon in Exhibit "A" attached hereto and made a part hereof.

The purchase price of the Property, including a ten percent (10%) buyer's premium, is \$_____. Said amount shall be paid in cash, in full, at closing. Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing. Purchaser shall pay all usual and customary closing costs. For an outline of the financial terms of sale, see below.

OUTLINE OF FINANCIAL TERMS OF SALE	
High Bid	\$ _____
Buyer's Premium (10%)..... +	\$ _____
Purchase Price	= \$ _____
Earnest Money..... -	\$ _____
Balance Due at Closing	\$ _____

2. Earnest Money and Default. Purchaser has remitted to Auctioneer the sum of \$_____, as "Earnest Money", which shall be deposited into an escrow account with Auctioneer and/or the closing firm (as defined below), at the discretion of Auctioneer, and which will be applied as part payment of the Purchase Price at the closing and is NON-REFUNDABLE to Purchaser, unless otherwise provided herein. All parties hereto agree that Auctioneer may deposit the Earnest Money in an interest-bearing escrow account and all parties hereto understand and agree that the Earnest Money is NON-REFUNDABLE except as set forth in this agreement and that disbursement of Earnest Money can occur only as follows: (a) at closing; (b) upon written agreement signed by all parties to this contract; (c) upon court order; or (d) upon failure of Seller to perform Seller's obligation to close in accordance with this contract, the Earnest Money shall be returned to Purchaser and this shall be Purchaser's sole and exclusive remedy in the event of a default by Seller, Purchaser hereby waiving all other rights and remedies available at law or in equity; or (e) upon failure of Purchaser to fulfill Purchaser's obligations to close in accordance with this contract, the earnest money shall be paid to Seller as liquidated damages and not a penalty, the parties hereto agreeing that the damages caused by a breach of the contract are difficult or impossible to estimate accurately, the parties hereto intend to provide for liquidated damages rather than a penalty and the earnest money is a reasonable estimate of the probable loss upon a breach. If any dispute arises between Purchaser and Seller as to the final disposition of all or part of the Earnest Money, Auctioneer may, in its sole discretion, notify Purchaser and Seller in writing that Auctioneer is unable to resolve such dispute and may interplead all or any disputed part of the Earnest Money into court, whereupon Auctioneer shall be discharged from any further liability with respect to the Earnest Money deposit and shall be entitled to recover its fees and expenses, including attorneys' fees in connection with said interpleader from the Earnest Money; or, upon fifteen (15) days written notice to the parties, Auctioneer may make a disbursement of the Earnest Money upon a reasonable interpretation of this contract. In either event, the parties hereto release and discharge Auctioneer from any claims against Auctioneer related to the Earnest Money and shall not seek damages from Auctioneer by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder.

3. Title. Seller warrants that they presently have title to said Property, and at the time the sale is consummated agrees to convey marketable and insurable title in and to said Property to Purchaser by **Special Warranty Deed**, subject only to the following permitted exceptions: (1) zoning ordinances affecting said Property, (2) all matters of record affecting said Property, (3) subdivision covenants and restrictions of record, (4) all facts, matters and conditions that would be shown on a current and accurate survey of said Property, (5) prior mineral reservations, and (6) leases, other easements, other restrictions and encumbrances affecting the Property. Title marketability shall be determined in accordance with Applicable Law, as supplemented by the Title Standards of the State Bar of Association of the state in which the Property is located. Any defect in the title which does not impair marketability pursuant to said Title Standards, shall not constitute a valid objection on the part of the Purchaser; provided that the Seller furnishes any affidavits or



AUCTION: 240917
PROPERTY:
BIDDER:

other documents, if any, required by the applicable Title Standard to cure such defect. In the event leases are specified in this Contract, Purchaser agrees to assume Seller's responsibilities thereunder to the Tenant and to the Broker who negotiated such leases. If Seller is unable to convey title in the quality set forth above, Purchaser shall have the option of either (i) taking such title as Seller can give, without abatement of the Purchase Price, or (ii) being repaid all moneys paid on account by Purchaser to Seller including Earnest Money held by Auctioneer; and, if Buyer elects to terminate the agreement, there shall be no further liability or obligation by either of the parties hereunder and this Agreement shall become null and void and of no force or effect.

A title commitment shall be provided to the Purchaser by the Closing Firm as identified in paragraph 8 of this agreement. Purchaser shall have five (5) days from the receipt of the title report in which to examine title and to furnish Seller with a written statement of objections affecting the insurability of said title. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying insurable title to the Property, then Purchaser, may terminate the Agreement without penalty upon written notice to Seller. Insurable title as used herein shall mean title which a title insurance company licensed to do business in the state where the Property is located will insure, subject only to standard exceptions and items (1) through (6) listed above. If Purchaser does not provide a written statement of objections affecting the insurability of the title within five (5) days from the receipt of the title commitment, then Purchaser shall be deemed to have waived any such objections that Seller fails to satisfy and the sale shall be consummated without any adjustment to price.

4. Duty to Cooperate. Seller and Purchaser agree that such documents as may be legally necessary and required by closing firm to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated.

5. Property Condition. Seller represents that when the sale is consummated the improvements on the Property will be in the same condition as on the date hereof, normal wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then at the election of the Purchaser: (a) the contract may be cancelled, or (b) Purchaser may consummate the contract and receive such insurance proceeds as paid on the claim of loss. This election is to be exercised within ten (10) days after the amount of Seller's damage is determined.

6. Agency and Brokerage. Commission is to be paid to Auctioneer pursuant to and in accordance with that certain agreement between Auctioneer and Seller regarding authorization and compensation, and to Broker, if any, pursuant to the Terms and Conditions of the Auction, Broker/Bidder Participation Form and Broker Listing Agreement for Auction, relative to the subject Property, which documents are incorporated herein by reference. SEVEN HILLS AUCTIONS, LLC, auctioneer/broker, is acting exclusively as agent for the Seller.

(a) "Listing Broker"	(b) "Selling Broker" (Buyer's Representative) shall mean:
Agent Name:	Agent Name:
Brokerage Firm:	Brokerage Firm:
Telephone:	Telephone:
Email Address:	Email Address:

In the event the sale is not consummated because of Seller's failure or refusal to perform any of the Seller's covenants herein, then the Seller shall pay the full commission to Auctioneer. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Auctioneer the full commission; provided that Auctioneer may first apply one-half of the Earnest Money toward payment of, but not to exceed, the full commission.

7. Prorations. Real estate taxes (unless paid by a Tenant pursuant to any applicable lease agreement on the Property), rents, water and sewer charges, HOA/POA fees and due, and any other assessments on the Property shall be prorated as of the date of closing. Payment and proration of taxes and assessments is final as between Purchaser and Seller.

8. Closing Date. Sale shall be closed on or before thirty (30) days from the Binding Agreement Date (Closing Date). Closing shall be conducted by Scout Title & Abstract, LLC, 2635 Park Ridge Drive, Tyler, Texas 75703 ("Closing Firm"). All closing costs shall be paid by the Purchaser, except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to convey good and marketable title to the Property. Closing costs shall include, but are not limited to an insured closing letter, if applicable, and as described in the paragraph below, deed preparation and attorney's fees to prepare such deed, title commitment fee, recording fees,



AUCTION: 240917
PROPERTY:
BIDDER:

title examination, closing coordination fee, closing attorneys' fees, courier fee, wire fees, tax search fee and transfer tax fee, if applicable. Title insurance shall be available at the Purchasers option and shall be paid by the Purchaser.

In the event the Property is subject to a mandatory membership community association, the Purchaser agrees to pay the cost of any association account statement or clearance letter ("closing letter") including all amounts required by the association or management company to be pre-paid in order to obtain such closing letter. The parties acknowledge that the closing letter is required in order to issue a policy of title insurance and discloses such times as paid and delinquent association dues, transfer fees, and special assessments. The closing letter may designate which party is responsible for a particular fee. The Seller shall be responsible for any fees owing on the Property which come due and payable before the closing so that the Property is sold free and clear of liens and amounts owed to the association.

Purchaser shall be charged a fee of \$50.00 per calendar day for any extension granted by Seller past the Closing Date, to be paid and collected by the closing agent at the time of closing. Buyer shall not be obligated for any delays caused by Seller, Seller's closing attorney, or Seller's title agent, or as stated in paragraph 11(O), infra.

9. Property Sold "AS-IS". Property is sold "as is" and Seller makes no warranty as to any buildings, structures, easements, leases, restrictions, covenants, conditions, zoning and/or any and all other facts, matters and conditions, including those that would be revealed by a current survey or an inspection of the Property or contained in public records. Purchaser warrants that Purchaser is purchasing the Property, all improvements, and the contents thereof on an "as is" basis with no warranties of any kind, express or implied, either oral or written, whether of habitability, merchantability, fitness for a particular purpose, condition of improvements, environmental condition or otherwise made by Seller, Auctioneer, or any agent of Seller or Auctioneer, including but not limited to, information contained in the sales brochure or supplemental brochures and/or presentations and warranties regarding zoning matters, the ability of the Purchaser to construct new improvements, the ability of Purchaser to remodel existing improvements, the availability of zoning variances, building and demolition permits or plats of consolidation and/or subdivision. No liability for inaccuracies, errors or omissions contained in any materials provided to Purchaser is assumed by Seller, Auctioneer or any of their agents. In addition, the parties hereto acknowledge that Auctioneer is not obligated to and has not made any independent investigation of the condition of the Property.

Prior to entering into this Agreement, Purchaser had the opportunity to conduct Purchaser's own due diligence and investigations. Except as expressly set forth in this Agreement, Purchaser's obligations hereunder are not contingent on any additional due diligence or investigation. Further, Purchaser represents that either Purchaser or duly authorized agent of Purchaser has inspected the property, performed all due diligence reviews which Purchaser deems necessary to determine whether to acquire the Property and verified all facts and information contained in any materials provided to Purchaser prior to executing this contract. Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Seller, Auctioneer, or others, including, but not limited to, any relating to the description of physical condition of the Property, or the dimensions of the Property or any other physical dimensions thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as may be specifically represented herein. Purchaser has relied on their own examination and investigation thereof. No person has been authorized to make any representation on behalf of Seller. Purchaser agrees (a) to purchase the Property without offset or any claim against, or liability to, Seller or its agents, whether or not any layout or dimension of the Property or any part thereof, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. Purchaser agrees that Seller is under no obligation to extend the closing date to allow Purchaser to perform any due diligence or inspections and that if Purchaser fails to close by the Closing Date Purchaser will lose and forfeit any Earnest Money as set forth herein and shall remain responsible for the payment of any Buyer's Premium.

Neither Seller nor Auctioneer make, nor have made, any warranties or representations to Purchaser with respect to (i) the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or (ii) the existence or nonexistence of any claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from, under, onto, or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property, to determine such issues and acknowledges that no representations and warranties have been made by Seller or Auctioneer with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THERE UNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY



AUCTION: 240917
PROPERTY:
BIDDER:

KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

10. Seller's Knowledge of Property. Purchaser acknowledges that the Seller's purchase of the property may have resulted from a transfer made by a beneficiary under a deed to secure debt, mortgage or deed of trust ("security instrument") who acquired the property at a judicial foreclosure sale or foreclosure sale conducted pursuant to powers contained in the security instrument, or via deed in lieu foreclosure. Further, regardless of how Seller obtained title, Seller is not familiar with the condition of the property, other than as may be disclosed in any inspection reports obtained by or on behalf of Seller, Seller's representatives or agents, or that Seller may have received otherwise. Any such reports furnished by Seller or its agents in connection herewith shall be for informational purposes only, are not made a part of the Agreement, and Seller makes no representations or warranties about their accuracy or completeness. Purchaser acknowledges that in consideration of Seller's execution of the Agreement, Purchaser, on behalf of itself and all other parties having any claims, covenants that neither Purchaser nor any such other party will sue, commence, prosecute or in any way participate in any judicial, administrative, or other regulatory proceedings for breach of contract based on any disclosures relating to any alleged breach or violation of any state law, rule or regulation by Seller, or any other party engaged on Seller's behalf, including, without limitation any real estate broker or agent representing Seller.

11. Other Provisions

- A. Purchaser acknowledges he/she is familiar with any HOA Covenants and Restrictions.
- B. Possession of the Property shall be granted by Seller to Purchaser no later than the date of closing.
- C. If residential property was built prior to 1978 Purchaser has received PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME pamphlet and EPA and HUD Disclosure Rule pamphlet. Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.
- D. Seller may unilaterally extend contract for thirty (30) days.
- E. This Contract shall not be transferred or assigned without the written consent of all parties to this Contract and any permitted assignee shall fulfill all the terms and conditions of this Contract.
- F. Time is of the essence for this transaction.
- G. All notices required or permitted under this contract shall be in writing, sent to the addresses set forth below, and shall be sent by (i) nationally recognized overnight courier, (ii) certified mail with return receipt requested and postage prepaid, or (iii) by email provided that a copy is sent in accordance with clause (i) and (ii) of this sentence.
- H. Binding Agreement Date. The Binding Agreement Date shall be the date upon which the party accepting the last offer signs the Agreement.
- I. Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits, and statements as are required at the Closing in order to meet the requirements of Internal Revenue Code Section 1445.
- J. This contract excludes all personal property located on the property.
- K. Governing Law and Interpretation. This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original. This Agreement shall be construed and interpreted in accordance with the law of the State of «State». If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another.
- L. The Property is being sold pursuant to the auction terms, conditions and announcements (the "Auction Terms") made and distributed prior to auction which shall be deemed part of this Contract and are incorporated herein and made a part hereof as if set forth in this Contract in their entirety. In the event a conflict between the terms and conditions of the Contract and those of the Auction Terms, the Contract shall govern.
- M. Entire Agreement. This Contract, the Auction Terms and the Exclusive Auction Listing Contract between Auctioneer and Seller constitute the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto.
- N. In the event the Purchaser does not consummate the closing of this property any title work, attorney's fees or other such cost in direct connection with the closing shall be paid by the Purchaser.
- O. To the extent permitted by the context in which used, (a) words in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa; and (b) references to "persons" or "Parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts and all other entities.
- P. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract, shall not be deemed to limit or alter any provision thereof, and shall not be deemed relevant in construing this Contract.



AUCTION: 240917
PROPERTY:
BIDDER:

- Q. No oral statements or conversations between the Parties hereto or their representatives, whether the same shall have been implied or direct, occurring either before or after the execution of this Contract, shall be construed as having any bearing or effect upon this Contract or any portion thereof, it being understood that this written Contract evidences the complete agreement between the Parties hereto. Specifically, the Parties agree that this Contract shall supersede all prior contracts, agreements and arrangements between the Parties concerning the sale of the Property. This Contract may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.
- R. All express representations, warranties, terms, conditions and covenants contained herein, whether or not performed at or prior to the closing of the sale contemplated hereby, shall survive such closing and shall not be merged into any document delivered at such closing.
- S. Each of the Parties hereto represents and warrants to the other that this Contract has been duly authorized by all necessary action and that this Contract constitutes and will constitute a binding obligation on the part of each Party.
- T. Each Party hereto agrees to do all such things and take all such action, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purposes of this Contract, either before, at or after closing.
- U. This Agreement shall be binding on all Parties hereto and each of their respective heirs, executors, administrators, successors and assigns.
- V. If it becomes necessary to ensure the performance of the conditions of this Agreement for either Party to hire legal counsel, then the defaulting Party agrees to pay reasonable attorney's fees and court costs incurred by the other Party in connection therewith.



AUCTION: 240917
PROPERTY:
BIDDER:

PURCHASER:

SELLER: CHOATES CREEK INVESTMENTS, L.L.C.,
a Texas limited liability company

By: _____ Date _____
Its: _____

By: _____ Date _____
Its: _____

Company Name *(If taking title in a company)* _____

Purchaser's Address:

Seller's Address:

Street Address _____

Street Address _____

City, State, Zip _____

City, State, Zip _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Auctioneer: SEVEN HILLS AUCTIONS, LLC

Texas Real Estate Broker

By: William C. Lee III _____ Date: _____
Its: Managing Member

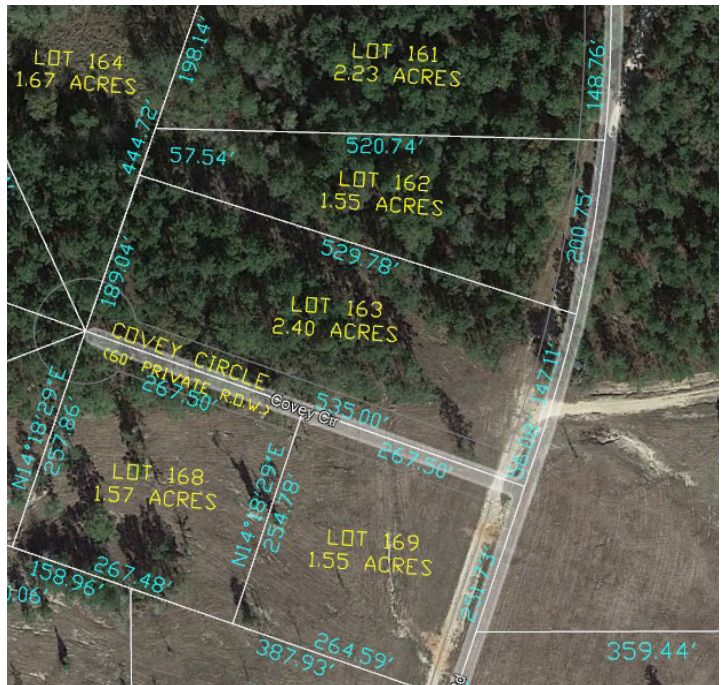
By: _____ Date: _____
Its: _____



AUCTION: 210421
PROPERTY: 4301
BIDDER: 3006

Exhibit "A"

Lot _____ of Ridge Lake Estates Subdivision, Phase One, in Polk County, Texas, according to the map or plat thereof recorded in the office of the County Clerk of Polk County, Texas, on October 28 2022, in Volume 13, Page 091, and thereafter filed in the Plat Cabinet in Sleeve 283, Pages A, B, C, & D and Sleeve 284, Pages A, B, & C in the Plat Records of Polk County, Texas, to which map or plat and its recording reference is hereby made for all intents and purposes.



EASEMENT NOTE

Lots # 3 and # 163 are Subject to Utility Easements.

Lots 3 & 163 are subject to a 16 feet wide utilities easement. The special warranty deed for these lots will contain the following provisions:

The area of the Property that is depicted as the "16 feet wide utilities easement parallel and adjacent to Vintage Road", all as is depicted upon the plat of the Ridge Lake Estates Subdivision, Phase One, in Polk County, Texas, according to the map or plat thereof recorded in the office of the County Clerk of Polk County, Texas, on October 28 2022, in Volume 13, Page 091, and thereafter filed in the Plat Cabinet in Sleeve 283, Pages A, B, C, & D and Sleeve 284, Pages A, B, & C in the Plat Records of Polk County, Texas to which map or plat and its recording reference is hereby made for all intents and purposes.

The following Terms and Conditions apply to all properties offered in this auction. Seven Hills Auctions, LLC hereinafter "Auctioneer", shall be construed to apply to all officers, principals, employees, agents and/or any other representatives hired or contracted with the Auctioneer. Anyone participating in the auction by registering for the auction, placing a bid or bidding on behalf of another person or entity with a Power of Attorney shall hereafter be referred to as a "Bidder".

All Bidders are required at the time of registration to acknowledge that they have reviewed and accepted the Terms and Conditions. Additionally, by placing a bid the bidder is specifically acknowledging and accepting the conditions stated in these Terms and Conditions as well as the provisions in the Purchase and Sale Agreement.

Agency: The Auctioneer is acting as an exclusive agent for the Seller in this transaction. The Auctioneer does not represent the Bidder.

Due Diligence: All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.

Inspection: Each Bidder is encouraged to inspect the property prior to Bidding. When shown, contact the listing agent for scheduled inspection times or for an appointment. Where no listing agent is identified, contact the auctioneer for information on how to obtain access to a property. If a property is identified as "Occupied" contact the auctioneer or listing agent to see if times are available for inspection and do not disturb the tenant.

Buyer's Premium: The successful bidder will be required to pay a buyer's premium of 10% of the final accepted bid price or \$250.00 whichever is greater. The buyer's premium shall become part of the total purchase price in the Purchase and Sale Agreement.

Escrow Deposit & Contract Execution: The Purchase and Sale Agreement, wiring instructions and closing information will be emailed to the successful Bidder immediately following the ending of the auction or upon bid acceptance by the seller. The successful bidder must execute the Purchase and Sale Agreement and remit an earnest deposit within 24 hours. The earnest deposit is calculated from the total purchase price (i.e. high bid amount plus the buyer's premium). For properties with a total purchase price of \$2,499 or less the full purchase price is due, for properties selling for \$2,500 to \$100,000 the greater of \$2,500 or 20% is due, for properties selling for \$100,001 to \$200,000 15% is due and for properties selling from \$200,001 or greater 10% is due.

Closing: All properties must close within thirty (30) days of the "binding agreement date", unless otherwise stated in the Purchase and Sale Agreement. The "binding agreement date" is the date in which the last signatory party executes the Purchase and Sale Agreement. The closing will be conducted by the firm shown on the individual property specific web page at 7hauctions.com. All closing cost will be paid by the successful Bidder including, but not limited to, attorneys' fees to prepare the closing documents and deed, closing coordination fee, title examination, transfer tax and purchaser's legal fees. Taxes and property owner association dues will be prorated as of the date of closing. Title Insurance will be available for purchase.

Broker Participation: Broker Participation is encouraged by the Auctioneer. A commission of 2% of the highest accepted bid (before adding a buyer's premium) will be paid to any qualified licensed real estate broker that holds a current and valid license in the state where the property is located. Commissions will only be paid at closing. In order to qualify the broker must submit the Broker/Bidder Participation Form, prior to the bidder placing a bid or by 3:00 P.M. eastern time on the day preceding the auction, whichever comes first. UNDER NO CIRCUMSTANCE WILL BROKER REGISTRATION BE ALLOWED ON THE DAY OF THE AUCTION. A bidder is only allowed to be registered by one broker.

Non-Compliance: If a participant is the successful high bidder and fails to execute the Purchase and Sale Agreement and/or remit the earnest deposit with 3 days of the Purchase and Sale Agreement being delivered, the participant will be responsible for a Non-Compliance Fee of \$5,000. This Non-Compliance Fee is a penalty for failing to abide by the Terms and Conditions of the auction. Auctioneer at its discretion shall charge the credit card on file or use any other means necessary to collect such fees. Any bidder that fails to execute a Purchase and Sale Agreement and/or remit an earnest deposit may also be prohibited from bidding on future auctions conducted by the Auctioneer. The Seller and Auctioneer, upon Non-Compliance by a bidder, reserves the right to immediately offer the property for sale.

Successful Bidder Default: A successful bidder that fails to close per the specific terms of the Purchase and Sale Agreement for any reason shall be required to release their earnest deposit to the Seller as nonexclusive liquidated damages as fully outlined in the Purchase and Sale Agreement.

Extended Bidding: All online auctions include an EXTENDED BIDDING feature. If a bid is placed on any property within the last three (3) minutes of the auction the ending time of the auction for ALL properties will be extended for three (3) minutes. The bidding on ALL properties will remain open until no further bids have been placed on ALL properties for three (3) minutes.


Bid Increments: The bidding increments for all properties will be as follows:

Amount Up To	Bid Increments
\$50,000	\$500
\$100,000	\$1,000
\$250,000	\$2,500
\$500,000	\$5,000
\$1,000,000	\$10,000
\$1,000,000+	\$25,000

Technical Problems: The auction will be conducted using online bidding. Any technical problem that may arise from internet connectivity, hardware, software, human error, or any other such issue whether on behalf of the Bidder or Auctioneer may arise at any time without notice. In the event such technical problems arise, neither Auctioneer nor the Seller shall be responsible. Auctioneer, reserves the right to cancel, postpone and/or extend the bidding time in the event of such technical problems. Any actions the Auctioneer takes shall be final.

Additional Terms: All property is being sold "As-Is, Where-Is" with all faults and is selling subject to any existing restrictions, conditions, easements, zoning, property owners associations fees and all matters that may be revealed in a current survey, inspection and/or title examination. No warranty is expressed or implied as to the improvements, soil, environmental, wetlands, zoning or any other matters. The Auctioneer reserves the right to cancel the auction at any time, add properties or delete properties without notice. The seller reserves the right to reject any bid unless the property is selling "Absolute". The Seller and their agents reserve the right to place bids on the property up to the Seller's reserve. Any acceptance of a winning bid maybe rescinded by the Seller, in the seller's sole discretion, for any reason prior to the Purchase and Sale Agreement being executed by the Seller, unless selling "Absolute". Neither the Auctioneer nor Seller will be responsible for any omissions or errors related to this auction, these terms and conditions, the Purchase and Sale Agreement and/or the closing documents. All bidders shall carefully review, inspect, analyze, perform any test or other necessary due diligence prior to bidding. Bidders shall make their own determination as to the accuracy of any due diligence or information provided by the Auctioneer or Seller. No personal property will be conveyed unless specifically denoted in the Purchase and Sale Agreement. Auctioneer cannot guarantee the performance of the seller or seller obligations on any transaction. The terms of the Purchase and Sale Agreement shall prevail in the event of any inconsistencies between the terms and conditions of the auction, announcements, communications by the Auctioneer and/or the Purchase and Sale Agreement. The Auctioneer is not responsible for any technical issues, missed bids or bids placed after the closing of the auction. The Auctioneer reserves the right, in its sole discretion, to revoke the bidding privileges of any bidder at any time for any reason.

Seven  Hills
AUCTIONS
AUCTION TECHNOLOGY & MARKETING

 CHRISTOPHER WILLIAM
BOONE
TX REAL ESTATE BROKER
BROKER LIC#544142

 **COLEMAN &
PATTERSON**
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FIRM 13489, LIC #530027