

**THIRD AMENDMENT TO THE  
DECLARATION OF RESTRICTIVE COVENANTS OF THE  
TOWER ROAD ESTATES SUBDIVISION**

This Third Amendment to the Declaration of Restrictive Covenants of the Tower Road Estates Subdivision (the "Third Amendment") is executed and entered into by the Tower Road Estates Homeowner's Association and amends the Declaration of Restrictive Covenants of the Tower Road Estates Subdivision executed on September 1, 2019 and filed of record in/under Clerk's file No. 2019057905 in the Official Public Records of Galveston County, Texas (the "Declaration") to wit:

**RECITALS**

WHEREAS, Gordon Hall and Gregory Slone (collectively "Declarant"), executed that one certain Declaration on September 1, 2019 and filed of record in/under Clerk's File No. 2019057905 in the Official Public Records of Galveston County;

WHEREAS, Declarant executed that one certain First Amendment to the Declaration on March 10, 2020, and filed of record in/under Clerk's File No. 2020026421 in the Official Public Records of Galveston County;

WHEREAS, Declarant executed that one certain Second Amendment to the Declaration on April 5, 2021, and filed of record in/under Clerk's File No. 2021023827 in the Official Public Records of Galveston County;

WHEREAS, the Tower Road Estates Homeowner's Association assumed control from Declarant and remains in effect as of the date of execution hereof pursuant to Article E(3) of the Declaration;

WHEREAS, the Declaration may be amended at any time by vote of Owners pursuant to Article J(4) of the Declaration;

NOW THEREFORE, in accordance with the Declaration, Tower Road Estates Homeowner's Association hereby amends the Declaration as follows:

1. Prohibited activities (§ C.2) shall be expanded to include the following items:
  - a. item o., which shall read as follows (§ C.2.o):

Leasing, renting, or short-term rental of residences or lots with lease, rent or short term rental periods of less than 12 months in duration.

2. The following changes to existing Construction and Maintenance Standards (§ D) are made as follows:
  - a. § D.5.g.ii shall read as follows:

Unattached accessory buildings or structures shall not be more than twelve (12) feet in height as measured from the surrounding natural grade.

b. § D.5.g.iii shall read as follows:

If the Owner is required to obtain ACC approval for any out building/structure, gazebo, lawn shed or children's playhouse, or swing set/playhouse combination, they shall submit a plot plan showing the location of the structure and submit a description of the type of structure which will be installed, and the manufacturer specifications or a drawing detailing the structure and foundation dimensions.

c. § D.5.g.v shall read as follows:

Out buildings/structures, gazebos or lawn sheds shall be constructed of wood, wood siding or high impact polymer plastic and have fiberglass shingles or a composition shingle roof. All exterior materials, paint and surface treatments shall closely resemble the Owner's house. Metal or fiberglass buildings/structures, gazebos or lawn sheds shall not be permitted.

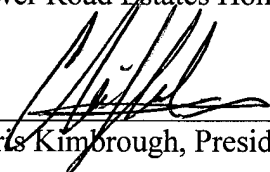
3. General Provisions (§ J) shall be expanded to include item 9, Rules, which shall read as follows (§ J.9 Rules):
  - a. Owners who rent or lease their property in accordance with § C.2.o, shall provide the Homeowner's Association Board with: the lease or rental term start date as well as the lease or rental term end date, the names and contact information (cell phone and email addresses) of tenants or lessees, and a signed statement from the owner that they provided a copy of the Homeowner's Association restrictions to the tenant or lessees at lease inception.
  - b. The following Fee and Fine Schedule is adopted by the Homeowner's Association. Pursuant to § 202.004(c) of the Texas Property Code. The Fee and Fine Schedule does not prevent the court from assessing civil damages of up to \$200 for each day of the violation.
    - a. Maintenance Violations – owners that are in violation of § D.4.d, failing to keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained and attractive condition, in the sole discretion of the Homeowner's Association Board and fail to cure the violation, shall be fined in an amount of \$25 per calendar month or partial calendar month for such violation;
    - b. Mowing or removal of materials – owners that, in the sole discretion of the Homeowner's Association Board, are in violation of § D.4.d, specifically failing to keep their lot or residence well maintained and fail to cure the violation, resulting in the Homeowner's Association hiring contractors to maintain the lot or residence, will be responsible for reimbursing the Homeowner's Association for all actual costs incurred as well as a fine equal to the actual costs incurred by the Homeowner's Association;

- c. New Builds – owners that are approved by the ACC to have homes built, shall deposit \$250 to the Homeowner’s Association prior to construction start, to insure that home construction debris is managed effectively and doesn’t litter other areas. The \$250 deposit shall be promptly refunded to the owner, less any costs incurred by the Homeowner’s Association for clean-up of debris that is related to the worksite;
- d. Parking Violations – owners who, in the sole discretion of the Homeowner’s Association Board, are in violation of § C.2.e.ii and fail to cure the violation or obtain Homeowner’s Association prior approval as granted by the Board, shall be fined \$10 per day or partial day thereof while violation remains uncured;
- e. Building Storage Materials – owners who, in the sole discretion of the Homeowner’s Board, are in violation of § C.2.e.i and fail to cure the violation, shall be fined \$10 per day or partial day thereof while violation remains uncured;

The foregoing amendments, having been approved, verified, and accepted by the Tower Road Estates Homeowners Association, the Declaration, as modified and amended herein, is hereby ratified and confirmed as originally filed amended and restated.

Executed this 30<sup>th</sup> day of November 2023.

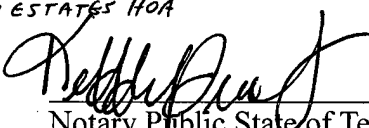
Tower Road Estates Homeowners Association,

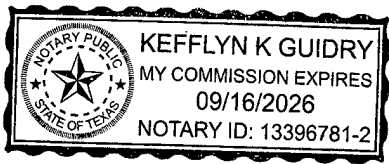
  
 Chris Kimbrough, President TOWER ROAD ESTATES HOA

STATE OF TEXAS §

COUNTY OF GALVESTON §

This instrument was acknowledged before me on November 30, 2023,  
 By Chris Kimbrough, PRESIDENT, TOWER ROAD ESTATES HOA

  
 Notary Public State of Texas



## FILED AND RECORDED

Instrument Number: *2023055863*

Recording Fee: 34.00

Number Of Pages: 4

Filing and Recording Date: 11/30/2023 12:38PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

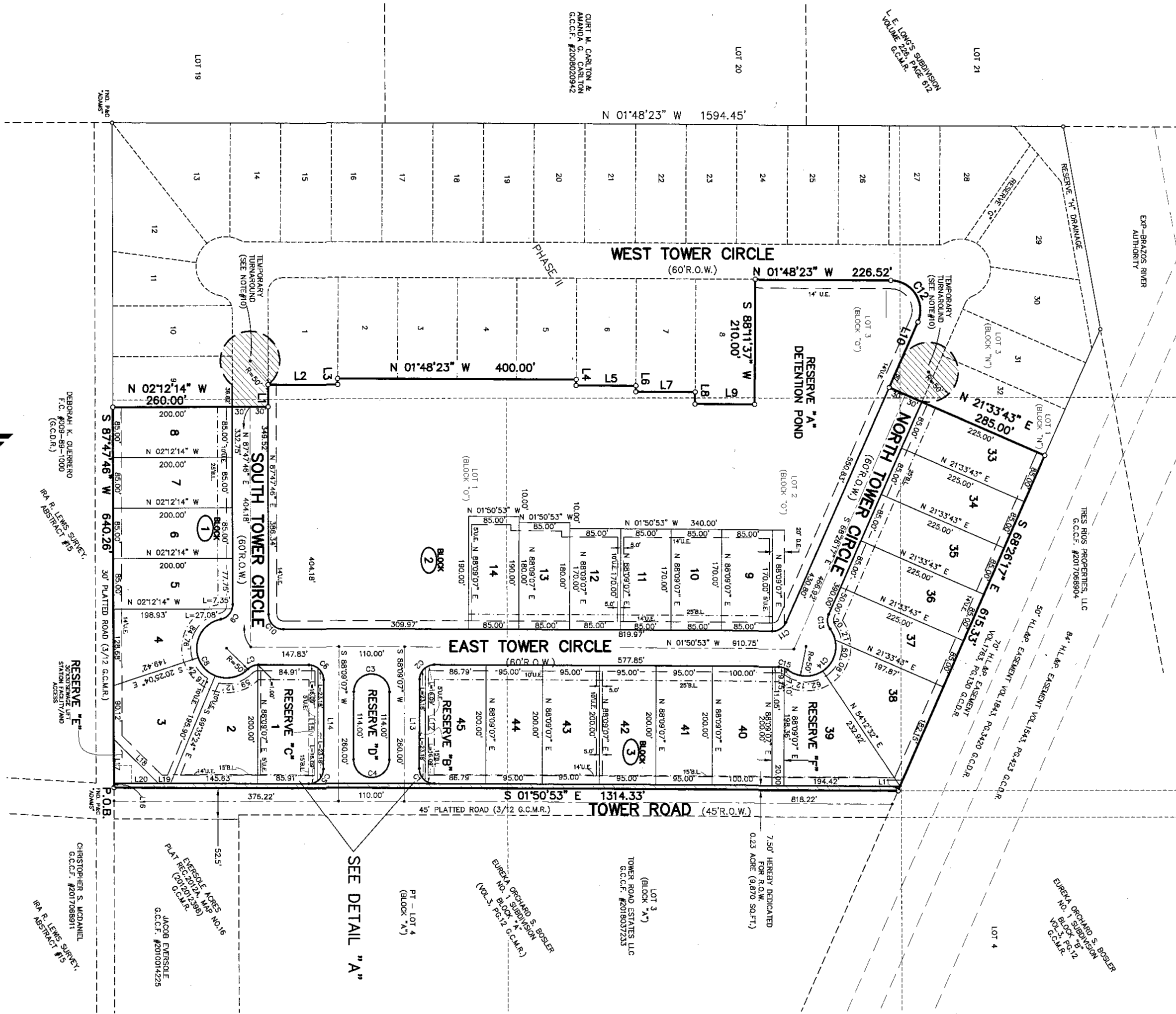
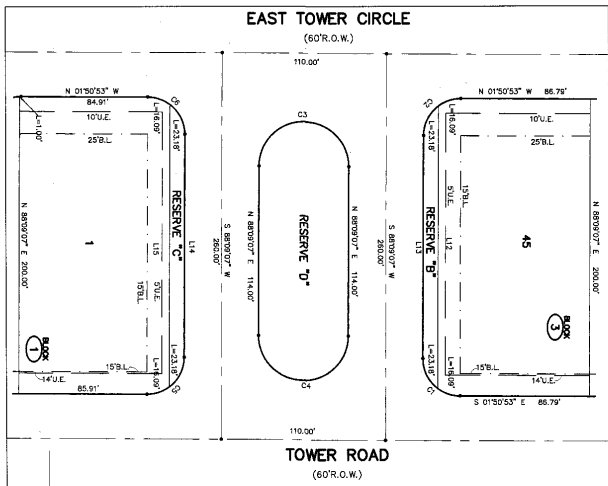
NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*



2019051604

| CURVE | POINTS | DELTA     | ARC    | BEARING       | CHORD  |
|-------|--------|-----------|--------|---------------|--------|
| C1    | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C2    | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C3    | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C4    | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C5    | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C6    | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C7    | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C8    | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C9    | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C10   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C11   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C12   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C13   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C14   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C15   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C16   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C17   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C18   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C19   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C20   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C21   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C22   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C23   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C24   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C25   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C26   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C27   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C28   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C29   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C30   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C31   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C32   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C33   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C34   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C35   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C36   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C37   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C38   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C39   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C40   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C41   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C42   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C43   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C44   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C45   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C46   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C47   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C48   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C49   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C50   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C51   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C52   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C53   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C54   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C55   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C56   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C57   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C58   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C59   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C60   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C61   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C62   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C63   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C64   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C65   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C66   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C67   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C68   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C69   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C70   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C71   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C72   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C73   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C74   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C75   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C76   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C77   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C78   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C79   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C80   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C81   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C82   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C83   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C84   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C85   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C86   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C87   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C88   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C89   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C90   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C91   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C92   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C93   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C94   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C95   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C96   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |
| C97   | 23.00' | 90°00'00" | 34.27' | S 43°00'00" W | 35.36' |
| C98   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" W | 35.36' |
| C99   | 23.00' | 90°00'00" | 34.27' | N 43°00'00" E | 35.36' |
| C100  | 23.00' | 90°00'00" | 34.27' | S 43°00'00" E | 35.36' |



2019051604

| LOT | AREA (SQ. FT.) | AREA (Acres) | LOT | AREA (SQ. FT.) | AREA (Acres) |
|-----|----------------|--------------|-----|----------------|--------------|
| 1   | 10,000         | 0.23         | 26  | 10,000         | 0.23         |
| 2   | 10,000         | 0.23         | 27  | 10,000         | 0.23         |
| 3   | 10,000         | 0.23         | 28  | 10,000         | 0.23         |
| 4   | 10,000         | 0.23         | 29  | 10,000         | 0.23         |
| 5   | 10,000         | 0.23         | 30  | 10,000         | 0.23         |
| 6   | 10,000         | 0.23         | 31  | 10,000         | 0.23         |
| 7   | 10,000         | 0.23         | 32  | 10,000         | 0.23         |
| 8   | 10,000         | 0.23         | 33  | 10,000         | 0.23         |
| 9   | 10,000         | 0.23         | 34  | 10,000         | 0.23         |
| 10  | 10,000         | 0.23         | 35  | 10,000         | 0.23         |
| 11  | 10,000         | 0.23         | 36  | 10,000         | 0.23         |
| 12  | 10,000         | 0.23         | 37  | 10,000         | 0.23         |
| 13  | 10,000         | 0.23         | 38  | 10,000         | 0.23         |
| 14  | 10,000         | 0.23         | 39  | 10,000         | 0.23         |
| 15  | 10,000         | 0.23         | 40  | 10,000         | 0.23         |
| 16  | 10,000         | 0.23         | 41  | 10,000         | 0.23         |
| 17  | 10,000         | 0.23         | 42  | 10,000         | 0.23         |
| 18  | 10,000         | 0.23         | 43  | 10,000         | 0.23         |
| 19  | 10,000         | 0.23         | 44  | 10,000         | 0.23         |
| 20  | 10,000         | 0.23         | 45  | 10,000         | 0.23         |

| RESERVE | AREA (SQ. FT.) | AREA (Acres) | USE               |
|---------|----------------|--------------|-------------------|
| A       | 10,000         | 0.23         | DETENTION POND    |
| B       | 10,000         | 0.23         | LANDSCAPE AMENITY |
| C       | 10,000         | 0.23         | LANDSCAPE AMENITY |
| D       | 10,000         | 0.23         | LANDSCAPE AMENITY |
| E       | 10,000         | 0.23         | LANDSCAPE AMENITY |
| F       | 10,000         | 0.23         | LANDSCAPE AMENITY |
| G       | 10,000         | 0.23         | LANDSCAPE AMENITY |

| LINE | DISTANCE | BEARING      |
|------|----------|--------------|
| L1   | 36.82'   | S 87°45' W   |
| L2   | 118.82'  | S 87°45' W   |
| L3   | 118.82'  | N 87°15' E   |
| L4   | 10.00'   | N 87°15' E   |
| L5   | 100.00'  | N 87°15' E   |
| L6   | 100.00'  | N 87°15' E   |
| L7   | 100.00'  | N 87°15' E   |
| L8   | 20.00'   | N 87°15' E   |
| L9   | 100.00'  | N 87°15' E   |
| L10  | 100.00'  | N 87°15' E   |
| L11  | 100.00'  | N 87°15' E   |
| L12  | 100.00'  | N 87°15' E   |
| L13  | 100.00'  | N 87°15' E   |
| L14  | 100.00'  | N 87°15' E   |
| L15  | 100.00'  | N 87°15' E   |
| L16  | 100.00'  | N 87°15' E   |
| L17  | 73.86'   | S 87°45' W   |
| L18  | 100.00'  | N 87°15' E   |
| L19  | 50.00'   | N 87°15' E   |
| L20  | 74.42'   | N 0°00'00" E |

**TOWER ROAD ESTATES PHASE I**

FINAL PLAT

A SUBDIVISION OF 23.22 ACRES OF LAND BEING A REPLAT OF PART OF LOTS 1 AND 3, BLOCK "O" OF EUREKA ORCHARD S, BOSTER NO. 1 SUBDIVISION VOLUME 3, PAGE 12 G.C.M.R. SANTA FE NO. SD 190701 GALVESTON COUNTY, TEXAS

27 LOTS 3 BLOCKS 6 RESERVES

OWNER: Geostur S, Sine, Member  
Tower Road Estates, LLC  
P.O. Box 634, Santa Fe, TX 77510  
PH: (505) 838-9133

OWNER: Gordon J. Holt, Member  
P.O. Box 634, Santa Fe, TX 77510  
PH: (505) 217-5555

SURVEYOR: P. O. Box 246  
Lubbock City, Texas 77574  
(817) 534-7759

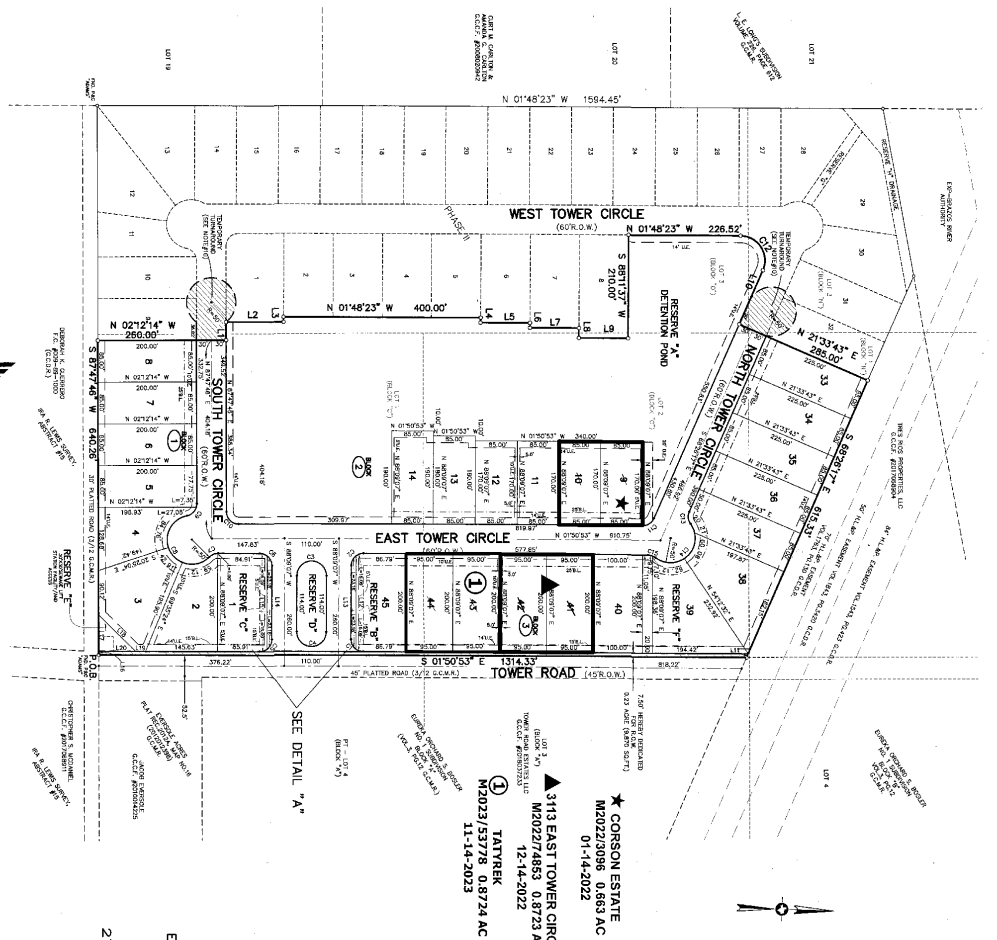
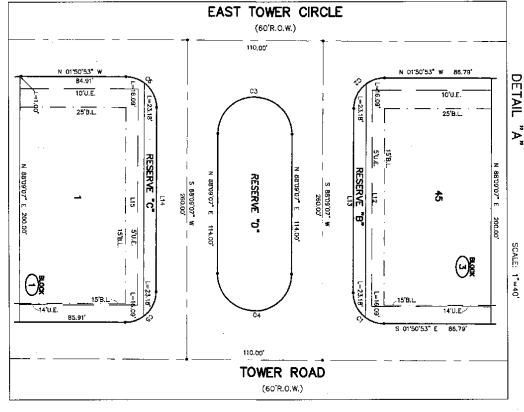
SCALE: 1" = 100'

SHEET 2 OF 2  
MAY 17, 2019

2019-05164

**CLIVE TABLE**

| CLIVE | ROADS  | DELTA    | ANG    | RESERVE     | CHORD  |
|-------|--------|----------|--------|-------------|--------|
| C1    | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C2    | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C3    | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C4    | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C5    | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C6    | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C7    | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C8    | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C9    | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C10   | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C11   | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C12   | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C13   | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C14   | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C15   | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C16   | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C17   | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C18   | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C19   | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C20   | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C21   | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C22   | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C23   | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C24   | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C25   | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C26   | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C27   | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C28   | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |
| C29   | 25.00' | 90.0000° | 25.27' | N 89.972° E | 33.36' |
| C30   | 25.00' | 90.0000° | 25.27' | S 89.972° E | 33.36' |



4100 Main Street, Houston, Texas 77056  
 281-462-7777  
 4100 Main Street, Houston, Texas 77056  
 281-462-7777

- ★ CORSON ESTATE  
M2022/3098 0.663 AC  
01-14-2022
- ▲ 3143 EAST TOWER CIRCLE  
M2022/74853 0.8723 AC  
12-14-2022
- Ⓢ TATYER  
M2023/53718 8724 AC  
11-14-2023

**AREA TABLE**

| LOT | AREA (SQ FT) | AREA (Acres) | LOT | AREA (SQ FT) | AREA (Acres) |
|-----|--------------|--------------|-----|--------------|--------------|
| 1   | 20,500       | 0.46         | 28  | 18,120       | 0.41         |
| 2   | 19,500       | 0.42         | 29  | 18,120       | 0.41         |
| 3   | 19,500       | 0.42         | 30  | 18,120       | 0.41         |
| 4   | 19,500       | 0.42         | 31  | 18,120       | 0.41         |
| 5   | 19,500       | 0.42         | 32  | 18,120       | 0.41         |
| 6   | 19,500       | 0.42         | 33  | 18,120       | 0.41         |
| 7   | 19,500       | 0.42         | 34  | 18,120       | 0.41         |
| 8   | 19,500       | 0.42         | 35  | 18,120       | 0.41         |
| 9   | 19,500       | 0.42         | 36  | 18,120       | 0.41         |
| 10  | 19,500       | 0.42         | 37  | 18,120       | 0.41         |
| 11  | 19,500       | 0.42         | 38  | 18,120       | 0.41         |
| 12  | 19,500       | 0.42         | 39  | 18,120       | 0.41         |
| 13  | 19,500       | 0.42         | 40  | 18,120       | 0.41         |
| 14  | 19,500       | 0.42         | 41  | 18,120       | 0.41         |
| 15  | 19,500       | 0.42         | 42  | 18,120       | 0.41         |
| 16  | 19,500       | 0.42         | 43  | 18,120       | 0.41         |
| 17  | 19,500       | 0.42         | 44  | 18,120       | 0.41         |
| 18  | 19,500       | 0.42         | 45  | 18,120       | 0.41         |
| 19  | 19,500       | 0.42         | 46  | 18,120       | 0.41         |
| 20  | 19,500       | 0.42         | 47  | 18,120       | 0.41         |
| 21  | 19,500       | 0.42         | 48  | 18,120       | 0.41         |
| 22  | 19,500       | 0.42         | 49  | 18,120       | 0.41         |
| 23  | 19,500       | 0.42         | 50  | 18,120       | 0.41         |
| 24  | 19,500       | 0.42         | 51  | 18,120       | 0.41         |
| 25  | 19,500       | 0.42         | 52  | 18,120       | 0.41         |
| 26  | 19,500       | 0.42         | 53  | 18,120       | 0.41         |
| 27  | 19,500       | 0.42         | 54  | 18,120       | 0.41         |
| 28  | 19,500       | 0.42         | 55  | 18,120       | 0.41         |
| 29  | 19,500       | 0.42         | 56  | 18,120       | 0.41         |
| 30  | 19,500       | 0.42         | 57  | 18,120       | 0.41         |
| 31  | 19,500       | 0.42         | 58  | 18,120       | 0.41         |
| 32  | 19,500       | 0.42         | 59  | 18,120       | 0.41         |
| 33  | 19,500       | 0.42         | 60  | 18,120       | 0.41         |
| 34  | 19,500       | 0.42         | 61  | 18,120       | 0.41         |
| 35  | 19,500       | 0.42         | 62  | 18,120       | 0.41         |
| 36  | 19,500       | 0.42         | 63  | 18,120       | 0.41         |
| 37  | 19,500       | 0.42         | 64  | 18,120       | 0.41         |
| 38  | 19,500       | 0.42         | 65  | 18,120       | 0.41         |
| 39  | 19,500       | 0.42         | 66  | 18,120       | 0.41         |
| 40  | 19,500       | 0.42         | 67  | 18,120       | 0.41         |
| 41  | 19,500       | 0.42         | 68  | 18,120       | 0.41         |
| 42  | 19,500       | 0.42         | 69  | 18,120       | 0.41         |
| 43  | 19,500       | 0.42         | 70  | 18,120       | 0.41         |
| 44  | 19,500       | 0.42         | 71  | 18,120       | 0.41         |
| 45  | 19,500       | 0.42         | 72  | 18,120       | 0.41         |

**TOWER ROAD ESTATES PHASE I**  
 FINAL PLAT  
 A SUBDIVISION OF 23.22 ACRES OF LAND  
 BEING A REPLAT OF PART OF  
 LOTS 1, 2 AND 3 BLOCK "N", AND  
 LOTS 1, 2 AND 3 BLOCK "O" OF  
 EUREKA ORCHARD, BOSLER NO. 1 SUBDIVISION  
 VOLUME 3, PAGE 12 C.C.M.R.  
 SANTA FE NO. 50 190701  
 GALVESTON COUNTY, TEXAS

27 LOTS 3 BLOCKS 6 RESERVES

OWNER: Geosurv S. Stock Number  
 Tower Road Estates, LLC  
 P.O. Box 246  
 Houston, Texas 77056  
 PH: (281) 808-5933  
 FX: (281) 504-7729

OWNER: Geosurv S. Stock Number  
 Tower Road Estates, LLC  
 P.O. Box 246  
 Houston, Texas 77056  
 PH: (281) 808-5933  
 FX: (281) 504-7729

OWNER: Geosurv S. Stock Number  
 Tower Road Estates, LLC  
 P.O. Box 246  
 Houston, Texas 77056  
 PH: (281) 808-5933  
 FX: (281) 504-7729

SCALE: 1" = 100'

DATE: 7/2/23  
 SHEET: 2019

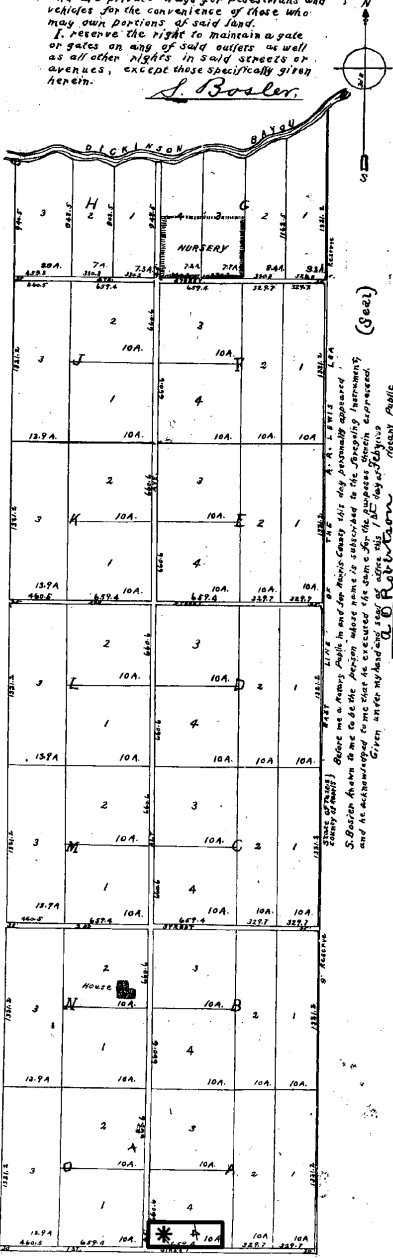


**EUREKA ORCHARD**  
**S. BOSLER SUBDIVISION No. 1**

517 acres out of the 1/R Lewis League  
 Galveston County Texas  
 Surveyed Jan 9th 1909 By P.F. Feller  
 Scale 500' = 1"

**DEDICATION**

I, S. Bosler owner of 517 acres out of the South East part of the 1/R Lewis Survey in Galveston County, do subdivide the same as shown by this plat with the streets and avenues as therein shown; which streets and avenues are for the use and convenience of the owners of portions of said land and are private ways for pedestrians and vehicles for the convenience of those who may own portions of said land.  
 I reserve the right to maintain a gate or gates on any of said outlets as well as all other rights in said streets or avenues, except those specifically given herein.  
 S. Bosler



(See)  
 About me a survey made in and for Galveston County this day previously approved.  
 S. Bosler owner to me to do the survey whose name is subscribed in the preceding instrument and as authorized to me that he executed the same for the purpose therein expressed.  
 Given under my hand and seal of office this 10th day of January 1909.  
 J. R. Johnson  
 County Clerk

\* EVERSOLE ACRES  
 M2012A16  
 3.00 AC  
 03-08-2012

DEPT. OF T. J. M...  
 T...  
 Filed for record April 20th 1909 at 10:00 O'clock A.M.  
 Approved April 22nd 1909 at 12:30 O'clock P.M.  
 Geo. R. Burgess, Clerk By J. R. Johnson, Deputy: 3/12

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**SHORT FORM BLANKET EASEMENT FOR CERTAIN UTILITIES**

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

STATE OF TEXAS            }  
  }            KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF GALVESTON}

THAT, Tower Road Estates, LLC, a Texas limited liability company, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC ("CNP Electric"), CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations ("CNP Gas"), Frontier Southwest Incorporated ("Frontier"), and Comcast of Houston, LLC ("Comcast"), their respective successors and assigns, hereinafter collectively referred to as "Grantee", has GRANTED, SOLD AND CONVEYED and by these presents, does GRANT, SELL AND CONVEY unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for the following purposes: (i) to CNP Electric, an easement for electric distribution and related communication facilities, (ii) to CNP Gas, an easement for natural gas and related communication facilities, (iii) to Frontier, and (iv) to Comcast, an easement for telephone, fiber and/or cable communication facilities, together within the easement area(s), consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys,

hereinafter collectively referred to as "Facilities", located within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to-wit:

That certain 39.22-acre tract of land out of, and a portion of, that certain 67.775-acre tract of land being out of, and a portion of, Blocks A, N and O of Eureka Orchard S. Bosler Subdivision No. 1, a subdivision situated in the Ira R. Lewis Survey, Abstract 15, Galveston County, Texas, according to the map or plat thereof recorded under Volume 3, Page 12 of the Plat Records of said County and State, and described in a deed recorded under County Clerk's File No. 2018037233 in the Official Public Records of Galveston County, Texas. Said 39.22-acre tract of land being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein, (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

Grantor shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, Grantor shall observe all safety codes and laws which apply when working along, within and/or near the Easement Area and Facilities.

Grantor herein reserves the right to grant easements in favor of third parties across Easement Area in a near perpendicular fashion to Grantee's Facilities, as described hereinbelow, provided: (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii)

no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantee shall not deny or obstruct ingress or egress to or from Grantor's Property, and Grantor retains all rights to cross the Easement Area for access, but not interfering with the utility purpose for which the Easement is granted. Grantor shall have the right to construct or locate in a near perpendicular fashion, utilities, drainage ditches, roadways, driveways, across, but not along or solely along, within or under Grantee's Exclusive Easement Area. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within Grantee's Exclusive Easement Area. In the event that Grantor constructs, or causes to be constructed, any utilities, drainage, ditches, roadways, and/or driveways which results in the relocation of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities. Further, Grantor is prohibited from using the Easement Area for stockpile, spoil, water retention or detention, or lay down areas.

Absent written authorization by the affected Grantee, Grantee's Exclusive Easement Area must be kept unobstructed from any non-utility improvements or obstructions by Grantor. Any unauthorized improvements or obstructions may be removed by Grantee at the Grantor's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are

permitted, they too may be removed by Grantee at the Grantor's expense should they be an obstruction. Grantee may put said wooden posts and paneled wooden fences back up, but generally will not replace them with new fencing.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from Grantee's Exclusive Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into Grantee's Exclusive Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities. Further, in the event dead or dangerous trees exist within the fall range of overhead electrical facilities, then Grantee shall have the right to take down dead or dangerous trees based on Grantee's discretion.

Upon delivery of the recorded Tower Estates Sec 1 subdivision to Grantee by Grantor, Grantee agrees to prepare a partial release of this Easement, ("Partial Release of Blanket Easement"), defining the retained portion of the Easement Area at Grantee's sole discretion by (a) an unsealed sketch depicting the size and location of the retained Easement Area incorporated into the Partial Release of Blanket Easement as "Exhibit A", (b) a sealed survey sketch depicting the size and location of the retained Easement Area incorporated into the Partial Release of Blanket Easement as "Sketch No. ", or (c) a written description of the retained Easement Area, which may be further described by, but not limited to, the following descriptions:

- 1.) A five (5) foot wide easement;
- 2.) A ten (10) foot wide easement;
- 3.) A fourteen (14) foot wide easement;
- 4.) A sixteen (16) foot wide easement;

Grantee further agrees to execute and file the herein described Partial Release of Blanket Easement of public record in the appropriate County Clerk's office.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities, provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee, a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title, or actions taken by others, which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written

ATTACHMENT  
AFFIDAVIT

agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this 13 day of August, 2019.

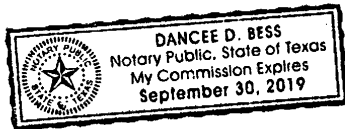
Tower Road Estates, LLC,  
a Texas limited liability company

BY: [Signature]  
Signature  
Greggory Stone  
Name typed or printed  
Partner  
Title

STATE OF TEXAS            }  
COUNTY OF Galveston    }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Greggory Stone  
Partner of Tower Road Estates, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that  he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

Given under my hand and seal of office this 13 day of August, 2019.



[Signature]  
Notary's Signature  
Dancee D. Bess  
Name typed or printed  
9-30-2019  
Commission Expires

ATTACHMENT  
AFFIDAVIT

STATE OF TEXAS }

COUNTY OF Galveston }

BEFORE me the undersigned authority on this day personally appeared

Greggory Stone the Partner

of Tower Road Estates, LLC, a Texas limited liability company, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain 39.22-acre tract of land out of, and a portion of, that certain 67.775-acre tract of land being out of, and a portion of, Blocks A, N and O of Eureka Orchard S. Bosler Subdivision No. 1, a subdivision situated in the Ira R. Lewis Survey, Abstract 15, Galveston County, Texas, according to the map or plat thereof recorded under Volume 3, Page 12 of the Plat Records of said County and State, and described in a deed recorded under County Clerk's File No. 2018037233 in the Official Public Records of Galveston County, Texas. Said 39.22-acre tract of land being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein, (the "Easement Area").

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this 13 day of August, 2019.

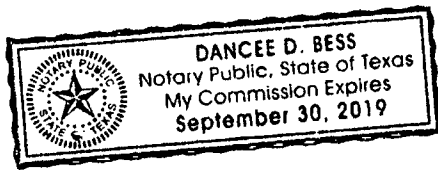
Tower Road Estates, LLC,  
a Texas limited liability company

BY: [Signature]  
Signature

Greggory Stone  
Name typed or printed

Partner  
Title

SUBSCRIBED and SWORN before me this 13 day of August, 2019.



[Signature]  
Notary's Signature

Dancee D. Bess  
Name typed or printed

9-30-2019  
Commission Expires

**AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700**

EXHIBIT "A"

**PROPERTY DESCRIPTION:**

All of that certain 39.22 acres of land situated in the Ira R. Lewis Survey, Abstract 15, Galveston County, Texas, and being a part of Lot One (1) and Lot Three (3) Block "N", Lot One (1), Lot Two (2) and Lot Three (3) Block "O" of the **EUREKA ORCHARD S. BOSLER NO. 1 SUBDIVISION**, according to the plat recorded in Volume 3, Page 12, Plat records of Galveston County, Texas, and Volume 238, Page 2, in the Office of the County Clerk of Galveston County, Texas, and being a part of that certain 553.25 acre tract described as East Tract in a Deed from Briscoe Production Company to Tres Rios Properties, LLC recorded in Galveston County Clerk's File Number 2017068904, and a part of that certain 67.775 acre tract described in a Deed of Trust filed for record on June 22, 2018 under Galveston County Clerk's File Number 2018037235; said 39.22 acres being more particularly described as follows:

**BEGINNING**, at an iron rod with cap stamped "Adams" found at the Southeast corner of said Lot One (1), Block "O", said point being the intersection of the North line of a 30 foot platted road as shown on aforesaid **EUREKA ORCHARD S. BOSLER NO. 1 SUBDIVISION** with the West line of Tower Road (called 45 foot in width), being the Southeast corner of the herein described tract and the **POINT OF BEGINNING** hereof;

**THENCE**, S 87°47'46" W, along the South line of said 553.25 acre tract, being the South line of Lots One (1) and Three (3), Block "O", and the North line of said 30 foot platted road, a distance of 1118.89 feet to an iron rod with cap stamped "Adams" found at the Southwest corner of said 553.25 acre tract, the Southwest corner of Lot 3, Block "O", and the Southwest corner of the herein described tract;

**THENCE**, N 01°48'23"W along and with the West line of said 553.25 acre tract, being the West line of Blocks "O" and "N" of **EUREKA ORCHARD S. BOSLER NO. 1 SUBDIVISION**, and the East line of **L. E. LONG'S SUBDIVISION**, according to the plat recorded in Volume 226, Page 612, Plat records of Galveston County, Texas, a distance of 1594.45 feet to a 5/8 inch iron rod with cap stamped "GeoSurv" set at the Northwest corner of the herein described tract, said point being on the Southwest right-of-way line of the GCWA 150 foot canal easement described as tract 2, in an instrument to Briscoe Irrigation Company recorded in Volume 765, Page 597 of the Galveston County Deed Records;

**THENCE**, N 77°37'00" E, along the South line of said 150-foot canal easement, a distance of 346.32 feet to a 5/8 inch iron rod with cap stamped "GeoSurv" set at the intersection of the South line of said 150 foot easement with the Southerly right-of-way line of H.L.&P. 70 foot easement described in Volume 1763, Page 130 of the Galveston County Deed Records;

**THENCE**, S 68°26'17" E, along the Southerly line of said 70 foot easement, a distance of 846.94 feet to a 5/8 inch iron rod with cap stamped "GeoSurv" set at the Northeast corner of the herein described tract;

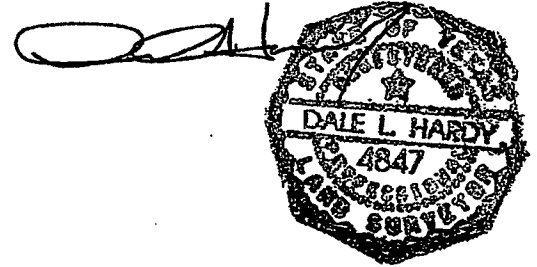
**THENCE, S 01°50'53" E, through the interior of said 553.25 acre tract, being the West line of aforesaid Tower Road (called 45' wide roadway), a distance of 1314.33 feet to the POINT OF BEGINNING and containing a calculated area of 39.22 Acres (1,708,392 Square Feet) of land.**

*PREPARED  
October 29, 2018*

**DALE L. HARDY / GEOSURV, LLC  
REGISTERED PROFESSIONAL LAND SURVEYORS  
P.O. BOX 246, LEAGUE CITY, TEXAS 77574**

**PH 281-554-7739 FAX 281-554-6928 E-MAIL: dhardy@geosurvlc.com**

**F:\FN\2018\18-00042\TOWER ROAD PHASE I.DOCX**



## FILED AND RECORDED

Instrument Number: 2020051927

Recording Fee: 62.25

Number Of Pages:11

Filing and Recording Date: 08/24/2020 2:41PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

**Declaration of Restrictive Covenants of the  
Tower Road Estates  
Subdivision**

**Basic Information**

**Date:** 9/1/19

**Declarant:** Gordon Hall and Gregory Slone

**Declarant's Address:** PO Box 639  
Santa Fe, TX 77510

**Property Owners Association:** Tower Road Estates HOA, a Texas nonprofit corporation

**Property Owners Association's Address:** P.O. Box 482  
Santa Fe, TX 77517

**Property:** A subdivision of 40.54 acres of land being a replat of Block "A," Block "N," and Block "O" of EUREKA ORCHARD S. BOSLER NO. 1 SUBDIVISION Volume 3, Page 12 and Volume 238, Page 2 G.C.M.R.

**Definitions**

"ACC" means the Architectural Control Committee established in this Declaration.

"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.

"Board" means the Board of Directors of the Property Owners Association.

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

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

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

"Declarant" means Gordon Hall and Gregory Slone, and any successors or assigns if such successors or assigns:

- (a) acquire all the undeveloped or developed but previously unoccupied or unsold Lots within the Subdivision from Declarant for the purposes of development or resale; or

(b) are expressly designated in writing by Declarant as a successor or assign of Declarant hereunder, in whole or in part.

"Dedictory Instruments" means this Declaration and the Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

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

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in County Clerk File No. ??????? of the real property records of Galveston County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

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

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **Clauses and Covenants**

### **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 to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

**B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

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. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of rubbish;
- e. any storage of –
  - i. building materials except during the construction or renovation of a Residence or a Structure;
  - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway. The parking of vehicles on the road shoulders or on the streets bordering any Lot for a period longer than Twenty-Four (24) hours is prohibited; or

- iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for a reasonable number of common domesticated household pets, such as dogs and cats, provided they are not kept, bred, or maintained for any commercial purpose, but only for the use and pleasure of the Owner of Such Lots, and provided that they are not allowed to roam or wander unleashed in the Subdivision;
- h. any commercial or professional activity except reasonable home office use;
- i. the drying of clothes in a manner that is visible from any street;
- j. the display of any sign except –
  - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
  - ii. political signage not prohibited by law or the Dedicatory Instruments;
- k. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- l. moving a previously constructed Residence onto a Lot;
- m. interfering with a drainage pattern without ACC approval;
- n. No antennas or satellite dishes of any type, size, or height, shall be installed on any Lot without ACC approval except Television Satellite dishes 24 inches and less are permitted and should be installed on the roof of a residential structure and out of sight from the front of the Lot as best as possible; and
- n. occupying a Structure that does not comply with the construction standards of a Residence.

**D. Construction and Maintenance Standards**

1. *New Construction.*

- a. Before beginning new construction on any Lot, builder will provide the ACC the following:

- i. Plan and elevation drawings;
  - ii. Site plan drawing;
  - iii. Brick and stone selection and colors of all painted exterior features (e.g. trim, garage doors, columns, shutters);
  - iv. Roof style and color;
  - v. List of any requested deviations from the Deed Restrictions; and
  - vi. Foundation drawings (plan/sections with complete general notes and references).
- b. Owner shall indicate the extent of any demolition, which shall include the removal of trees or landscaping. Owner should reserve any existing trees whenever possible.
  - c. ACC approval shall be conveyed via stamped "APPROVED" plot plan returned to Owner with or without comments upon which approval is contingent.
  - d. If the ACC approves plans/elevations, the ACC reserves the right to evaluate placement of any plan/elevation on any lot and require modifications to the design for valid reasons such as, but not limited to, architectural appeal of a given Residence on a specific lot, privacy of adjacent homeowners, arrangement of the Residence/garage, proximity to similar designs, etc.
  - e. Owner shall notify ACC promptly if plans change substantively during construction for any reason in order to obtain ACC approval to proceed. If Owner does not notify ACC and ACC fails to observe such deviations as the Residence is being constructed, this does not constitute a waiver of the requirement for ACC approval.
  - f. The ACC is not responsible for enforcement of building codes and city requirements. However, if violations of codes and ordinances are observed, or if Owner is not building in conformance to drawings and specifications approved by the city, the ACC may report such violations to the authorities for action.
  - g. Owner is responsible for cleanup of wind-blown debris originating from a construction job site and shall insure that mud and spills from delivery vehicles are promptly cleaned up to avoid traffic hazards. Owner shall take appropriate measures during hurricane season to minimize risk to existing

Owner's property.

2. *Second Story and Room Additions*

- a. Owner shall submit a site plan, wall section elevation with materials of construction, and at least two exterior elevations (front and one side) to the ACC for approval. The plans shall indicate the ties to the existing structure and any specific information on how the existing building will be modified. ACC approval shall be conveyed via stamped "APPROVED" plan returned to Owner with or without comments upon which approval is contingent.
- b. Owner shall submit a sample of the exterior brick, the finished color, and any siding to be used. Color is subject to approval by the ACC. If the same brick and color of the existing structure is to be used for the new construction, a comment on the ACC approval form stating so is sufficient.
- c. Overall shape of Residences and roof-lines in particular should promote architectural interest using prominent features. Boxy designs will not be acceptable. The room addition, if added to the front or side of the Residence, shall maintain the percentage of brick or stone requirements for the front and sides of the Residence.
- d. Second story additions need not be bricked but a sample of the exterior siding material shall be submitted with the plans for approval by the ACC.
- e. If an Owner plans to modify or change the color of their Residence they shall submit samples of the proposed colors to the ACC for approval.
- f. The conversion of a garage to additional rooms for habitation is not acceptable, unless originally designed as a room for such purpose.
- g. Any changes to the fence design due to room additions are required to be approved by the ACC.
- h. Any second story additions that change the roof overhang will require gutters (aluminum extruded). Guttering and down spouts will be required at front and sides minimum to preserve appearance of landscaping and control rain water runoff.
- i. Owner shall notify ACC promptly if plans change substantively during construction for any reason in order to obtain ACC approval to proceed. If Owner does not notify ACC and ACC fails to observe such deviations as the Residence is being constructed, this does not constitute a waiver of the requirement for ACC approval.
- j. The ACC is not responsible for enforcement of building codes and city

requirements. However, if violations of codes and ordinances are observed, or if Owner is not building in conformance to drawings and specifications approved by the city, the ACC may report such violations to the authorities for action.

- k. Owner is responsible for cleanup of wind-blown debris originating from a construction job site and shall insure that mud and spills from delivery vehicles are promptly cleaned up to avoid traffic hazards. Owner shall take appropriate measures during hurricane season to minimize risk to existing Owner's property.

3. *Sun Rooms, Patio Covers, and Enclosing Patios*

- a. Owner shall submit a site plan, wall section elevation with materials of construction, and at least two exterior elevations (front and one side) to the ACC for approval. The plans shall indicate the ties to the existing structure and any specific information on how the existing building will be modified. ACC approval will be conveyed via stamped "APPROVED" plan returned to Owner with or without comments upon which approval is contingent.
- b. Sun rooms shall be constructed of high-quality structural aluminum and approved safety glass, approved referring to FM/UL listed or OSHA approved safety glass. The sun room should be installed, preferably, by a reputable contractor familiar with the construction and installation of sun rooms.
- c. Structural aluminum shall be anodized and painted with a high-quality paint or have baked enamel or powder coat finish.
- d. Concrete and foundation work shall comply with all applicable City of Santa Fe, Texas building codes and ordinances.
- e. Aluminum patio covers are strictly prohibited.
- f. Flat, solid roof constructed patio covers shall be designed to withstand 90 mile per hour winds and be capable of supporting 3" inches of standing water.
- g. If an Owner wishes to enclose an existing patio it shall be treated as a room addition and shall follow the guidelines in Section 2 above. The Owner shall, in addition to the plans stated in Section 2, provide specific information on the existing slab and the modifications required to bring it up to the requirements of the City of Santa Fe, Texas building codes and ordinances.
- h. If an Owner chooses wood construction, they shall use treated lumber, composite lumber, or select a wood which is resistant to rotting such as cedar or redwood.

- i. Overall shape of the Residence in regard to the roof line of the patio cover should promote architectural interest using prominent features. Boxy designs should be avoided if possible.

4. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted without ACC approval.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

5. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. *Maximum Height.* The maximum height of a Residence is 2 stories.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 2,100 square feet.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- e. *Garages.*
  - i. Each Residence must have at least a two-car garage accessed by a driveway. Three car garages are preferred.
  - ii. Garages may be separate structures.
  - iii. Garages shall be a minimum of 400 sq. ft.
  - iv. Garages shall have either a full width two car garage door or two single car garage doors as a minimum. This shall apply to three car garages or garage and workshop combinations.
  - v. Garages shall not exceed the height of the any main dwelling and shall not have a flat roof.

- vi. Garage orientation (left/right side of Residence) to follow side-along concept (all driveways on same side of Residence) down each side of the street such that garages are not prominent visually and to maximize distance between driveways.
- f. *Fences, Walls, and Hedges.*
- i. No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.
  - ii. New construction shall have, at a minimum, a six (6) foot cedar privacy fence included in the final construction.
  - iii. All fences, except those facing the detention pond, must be of a wooden material and plans for fence installation must be submitted to and approved in writing by the ACC before installation.
    - a. Owner should use treated lumber or a wood which resists rotting such as cedar or redwood. The fence(s) should be constructed using galvanized nails, zinc electroplated connecting or bracing devices, with 4" x 4" treated fence posts anchored/installed in concrete foundations at minimum.
    - b. Wooden lattice material for fencing shall not be used unless used as decorative edging and approved by the ACC.
    - c. An Owner repairing an existing fence is not required to seek ACC approval.
    - d. No side or rear fence or hedge shall be more than eight (8) feet in height.
  - iv. All fences facing the detention pond shall be made of wrought iron metal and plans for fence installation must be submitted to and approved in writing by the ACC before installation.
    - a. All fences facing the detention pond must be "see through" with at least 2" inches between each picket.
    - b. All fences facing the detention pond must be the same wrought iron fence all the way the around.
    - c. No fence facing the detention pond shall be more than a six (6) feet in height.

*g. Out Buildings/Structures, Gazebos, Lawn Shed, and Children's Playhouse or Swing Set/Playhouse Combinations.*

- i. If an Owner plans to build or purchase an out building/structure, gazebo, lawn shed, or children's playhouse, or swing set/playhouse combination, they shall not be required to obtain approval for its placement or construction unless it meets any of the following conditions:
  - a. Exceeds the height of the fence surrounding the back yard.
  - b. Any portion of it is visible from the street or from the surrounding properties natural grade.
  - c. Requires a foundation for installation.
  - d. Contains any air-conditioning equipment or mechanical equipment that produces noise which can be heard by persons on the surrounding property.
  - e. Will be located closer than ten (10) feet from the rear lot or five (5) feet from the side lot line.
- ii. Unattached accessory buildings or structures shall not be more than ten (10) feet in height.
- iii. If the Owner is required to obtain ACC approval for any out building/structure, gazebo, lawn shed, or children's playhouse/swing set/playhouse combination, they shall submit a plot plan showing the location of the structure and submit a description of the type of structure which will be installed.
- iv. Any structure or building whether temporary or permanent should be anchored to the ground using foundations or ground auger devices for temporary installations.
- v. Outbuildings/structures, gazebos, or lawn sheds shall be constructed of wood, wood siding, or high impact polymer plastic, and have a fiberglass shingle or composition shingle roof. Metal or fiberglass buildings/structures, gazebos, or lawn sheds shall not be permitted.

h. *Patios and Decks*

- i. Any wooden decks installed do not require ACC approval unless they exceed 12” inches in height above the surrounding natural grade, excluding benches, railing, etc.
  - a. If approval is required, the Owner shall submit a plot plan with a list of building materials.
  - b. Owner should use treated lumber or wood which is resistant to rotting such as cedar or redwood. The deck should be constructed using galvanized nail and/or screws, zinc electroplated connectors and bracing devices.
  - c. The deck should be anchored to and installed on concrete footing or foundations at minimum.
- ii. Installation of patios should be of good quality brick, concrete, stone, or masonry, but no ACC approval will be required for any patio, excluding benches, railing, etc., that does not exceed 12” inches above the surrounding natural grade.
  - a. If approval is required, the Owner will submit a plot plan showing the location of the patio with a list of building materials to be used in the construction.

i. *Pools or Spas*

- i. Owner will be required to submit a plot plan to the ACC for approval of any pool addition which meets any of the following criteria:
  - a. Requires any foundation work to support the walls
  - b. Requires excavation to install
  - c. Pool capacity is in excess of 2,300 gallons of water
  - d. Contains a pump or water treating system
  - e. Has or will have any decking with exceeds 12” inches in height above the natural surrounding grade.
- ii. Above ground pools are strictly prohibited.
- iii. Owner will be required to submit a plot plan of any whirlpool, spa,

hot tub, or sauna to the ACC for approval.

- a. Plot plan shall include minimum details of any structures, covers other than pad covers, and decking if elevation of decking exceeds 12" inches above surrounding natural grade.
- b. Minimum details shall include a list of building materials, location of any associated equipment, pumps, heaters, water treatment systems, and information on fencing, height, and type of construction around the Owner's property.

j. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within thirty (30) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within sixty (60) days and the Lot restored to a clean and attractive condition.

k. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

l. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.

m. *Landscaping.* Landscaping must be installed within thirty (30) days after the issuance of a certificate of occupancy. The minimum landscaping is specified in the standards of the ACC.

6. *Building Materials for Residences and Structures*

a. *Roofs.* Only composition roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color.

Nothing herein shall be interpreted to prohibit or restrict a property owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that are (1) designed primarily to be wind and hail resistant, (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles or (3) provide solar generation capabilities; and that, when installed: (A) resemble the shingles used or otherwise authorized for use on property in the subdivision; (B) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and (C) match the aesthetics of the property surrounding the owner's property.

- b. *Air Conditioning.*
  - i. Window- or wall-type air conditioners may not be used in a Residence.
  - ii. Air conditioner condensing units shall be located at the side of Residence in the least visible location, closer to rear of Residence than to front, and behind privacy fence.
- c. *Exterior Walls.*
  - i. All Residences must have 50.0% percent of their exterior walls, including exposed foundation, of stone or brick, minus windows and doors, unless otherwise approved by the ACC.
  - ii. Rows of soldier brick on front elevations shall be extended around sides of Residence where architecturally appropriate for continuity, not stopped at corners to form a front facade only.
- d. *Color.*
  - i. The color of any newly constructed Residence is subject to ACC approval.
  - ii. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.
- e. *Driveways and Sidewalks.*
  - i. All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC.
  - ii. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.
  - iii. Where driveways meet streets, the driveway shall not abruptly drop off more than 1 ½" inches or there shall be a sloped transition no steeper than a two to one horizontal to vertical slope.
- f. *Concrete Flatwork.* All sidewalks, driveways, and patios in the Subdivision shall be (1) "picture frame" broom finished, (2) sloped away from adjoining structures (3) straight or uniformly cured at sides (not irregular), and (4) exhibiting gradual slope transitions (not undulating).
  - i. ACC will monitor quality of flatwork as it effects the appearance

of quality in the Subdivision.

g. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

h. *Gutters.* Aluminum extruded gutters are recommended at front and full sides minimum to preserve appearance of landscaping and control rain water runoff.

i. *Service Entrances.* Service entrances for electrical and telephone shall be underground (no overhead power lines to Residences).

j. *Natural Gas.* Natural gas is mandatory for the heater and water heater in all Residences.

#### **E. Property Owners Association**

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.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

b. *Class B.* The Class B Member is Declarant and has three (3) votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of –

i. when the Class A Members' votes exceed the total of Class B Member's votes or

ii. January 1, 20XX

4. *Records Production and Copying Policy.* Except for information deemed confidential by law or court order, the Association will make its books and records open to and reasonably available for examination by an owner of property in the Subdivision or a person

designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Property Owners Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in section 70.3 of title 1 of the Texas Administrative Code, the amounts in section 70.3 of title 1 of the Texas Administrative Code govern.

a. Information not subject to inspection by owners includes but is not limited to-

i. any document that constitutes the work product of the Association's attorney or that is privileged as an attorney-client communication;

ii. files and records of the Association's attorney relating to the Association, excluding invoices requested by an owner under Texas Property Code section 209.008(d); and

iii. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(l), (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Property Owners Association, including personnel files.

b. If a document in the Association's attorney's files and records relating to the Association would be subject to a request by an owner to inspect or copy Association documents, the document will be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document.

5. *Procedures for Inspecting Information or Obtaining Copies*

a. An owner or the owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed with the county clerk of Galveston County, Texas.

b. The request must include enough description and detail about the information requested to enable the Association to accurately identify and locate the information requested. Owners must cooperate with the Association's reasonable efforts to clarify the type or amount of information requested.

c. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and-

i. if an inspection is requested, the Association, on or before the tenth business day after the date the Association receives the request, will send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or

ii. if copies of identified books and records are requested, the Association will, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the tenth business day after the date the Association receives the request.

d. If the Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth business day after the date the Association receives the request, the Association must provide to the requestor written notice that-

i. informs the owner that the Association is unable to produce the information on or before the tenth business day after the date the Association received the request; and

ii. states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth business day after the date notice under this subsection is given.

e. If an inspection is requested or required, the inspection will take place at a mutually agreeable time during normal business hours, and the owner will identify the books and records for the Association to copy and forward to the owner.

f. The Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Association.

g. Before starting work on an owner's request, the Association must provide the owner with a written, itemized statement of estimated Charges for examining and copying records related to the owner's request, using amounts prescribed in this policy when the estimated Charges exceed \$40. Owners may modify the request in response to the itemized statement.

h. Within ten business days of the date the Association sent the estimate of Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the

owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.

i. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Association may require advance payment of the estimated Charges of compilation, production, and reproduction of the requested information.

j. If the estimated Charges are less or more than the actual Charges, the Association must submit a final invoice to the owner on or before the thirtieth business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated Charges exceeded the final invoice amount, the owner is entitled to a refund, and the refund will be issued to the owner not later than the thirtieth business day after the date the invoice is sent to the owner.

6. *Charges for Examining and Copy Property Owners Association Records*

a. *Labor Charge for Computer Programming.* If a particular request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association will charge \$28.50 an hour for the programmer's time spent on the request.

b. *Labor Charge for Locating, Compiling, Manipulating, and Reproducing Data and Information*

i. The charge for labor costs incurred in processing an owner's request for Association information is \$15.00 an hour. The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.

ii. A labor charge will not be billed in connection with complying with requests that are for fifty or fewer pages of paper records, unless the documents to be copied are located in (a) two or more separate buildings that are not physically connected with each other or (b) a remote storage facility.

iii. A labor charge will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.

iv. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time

spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the owner's request. The Association will not charge for redacting confidential or privileged information for requests of fifty or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 552.261(a)(2) of the Texas Government Code.

c. *Overhead Charge*

i. Whenever any labor charge is applicable to a request, the Association may include in the Charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Property Owners Association chooses to recover such costs, the overhead charge will be computed at Twenty (20%) percent of the charge made to cover any labor costs associated with a particular request.

For example, if one hour of labor is used for a particular request, the formula would be as follows:

- a. Labor charge for locating, compiling, and reproducing - \$15.00  
x .20 = \$3.00
- b. Labor charge for computer programming - \$28.50 x .20 =  
\$8.70
- c. If a request requires a charge for one hour of labor for locating, compiling, and reproducing information (\$15.00 per hour) and one hour of programming (\$28.50 per hour), the combined overhead would be  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .

ii. An overhead charge will not be made for requests for copies of fifty or fewer pages of standard paper records.

d. *Remote Document Retrieval Charge.* To the extent that the retrieval of documents stored on the Association's property results in a charge to comply with a request, the Association will charge the actual cost of the retrieval.

e. *Copy Charges*

i. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two copies. Standard paper copy is a copy of

Association information that is a printed impression on one side of a piece of paper that measures up to eight and one-half by fourteen inches.

ii. A "nonstandard" copy includes everything but a copy of a piece of paper measuring up to eight and one-half by fourteen inches. Microfiche, microfilm, diskettes, magnetic tapes, and CD-ROM are examples of nonstandard copies. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are as follows:

- a. diskette—\$1.00;
- b. magnetic tape—actual cost;
- c. data cartridge—actual cost;
- d. tape cartridge—actual cost;
- e. rewritable CD (CD-RW)—\$1.00;
- f. nonrewritable CD (CD-R)—\$1.00;
- g. digital video disc (DVD)—\$3.00;
- h. JAZ drive—actual cost;
- i. other electronic media—actual cost;
- j. VHS video cassette—\$2.50;
- k. audio cassette—\$1.00;
- l. oversize paper copy (e.g., larger than eight and one-half by fourteen inches, greenbar, bluebar, not including maps and photographs using specialty paper)—\$0.50; and
- m. specialty paper (e.g., Mylar, blueprint, blueline, map, photographic)—actual cost.

## F. ACC

### 1. *Establishment*

a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically

compatible and conform to the Dedicatory Instruments.

b. *Members.* The ACC consists of at least five (5) persons appointed by the Board. The Board may remove or replace an ACC member with or without cause at any time.

c. *Term.* ACC members serve until replaced by the Board or they resign.

d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

2. *Plan Review*

a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

b. *Procedures*

i. *Complete Submission.* Within fourteen (14) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 10 days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within five (5) days after the ACC's action. The Board shall determine the appeal within seven (7) days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all

appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

## **G. Assessments**

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

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

### **5. Regular Assessments**

a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is Four Hundred and 00/100 Dollars (\$400.00) per lot.

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty (30) days before its effective date.

c. *Collections.* Regular Assessments will be collected yearly in advance, payable on the first day of January of each year.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a 2/3 vote at a meeting of the Members in accordance with the Bylaws.

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

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

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

11. *Alternative Payment Plans.*

a. The Association will provide delinquent owners an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties. For purposes of these guidelines, monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

Administrative Fee: Ten and 00/100 Dollars (\$10.00)

Annual Interest Rate. Five (5%) percent

b. The Association establishes these guidelines to allow owners who are delinquent in payment of a debt to the Association to pay the debt in partial payments to avoid monetary penalties. However, delinquency in payment of a debt may result in nonmonetary penalties, such as loss of privileges.

c. Payments under a payment plan will incur the Administrative Fee and interest at the Annual Interest Rate.

d. To be entitled to pay a debt under a payment plan, an owner who is delinquent on a debt must submit a written request to the Association.

e. Owners can make no more than Two (2) requests for a payment plan within a twelve-month period. The Property Owners Association is not required to enter into a payment plan agreement with an owner who failed to honor the terms of a previous payment plan agreement during the two years following the owner's default under the previous payment plan agreement.

12. *Payment of Assessment by Declarant.* Notwithstanding anything to the contrary

contained herein, all Lots owned by Declarant shall be exempt from payment of any and all regular or special assessments

## **H. Remedial Rights**

1. *Late Charges and Interest.* A late charge of 10.0% percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 5.0% percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners 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.

4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

5. *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.

6. *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.

## **I. Common Area**

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

- a. charge a 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 2/3 of the Members 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.

## **J. General Provisions**

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

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 at any time by vote of 67.0% percent of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

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. *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) when 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.

8. *Annexation of Additional Property.* On written approval of the Board and not less than 75.0% percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation

agreement that will impose this Declaration and the Covenants on that property.

*Gordon Hall*

Gordon Hall

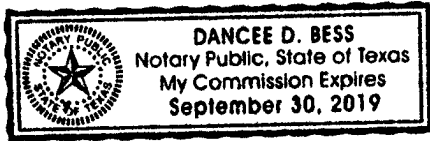
*Greggory Slone*

Greggory Slone

STATE OF TEXAS \*

COUNTY OF GALVESTON \*

This instrument was acknowledged before me on September 3, 2019, by Gordon Hall.



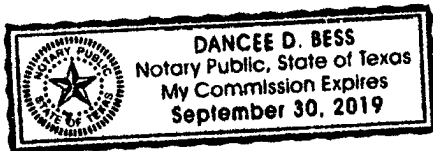
*Dancee D. Bess*

Notary Public, State of Texas

STATE OF TEXAS \*

COUNTY OF GALVESTON \*

This instrument was acknowledged before me on September 3, 2019, by Greggory Slone.



*Dancee D. Bess*

Notary Public, State of Texas

## FILED AND RECORDED

Instrument Number: 2019057905

Recording Fee: 122.00

Number Of Pages:26

Filing and Recording Date: 10/18/2019 12:54PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

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**DEED OF RELEASE**

**FULL SATISFACTION.** FOR VALUE RECEIVED, the undersigned Beneficiary does hereby release and discharge the Deed of Trust dated November 7, 2017, executed by Tres Rios Properties, LLC, a Texas Limited Liability Company, whose address is 303 E Main St, Suite 100, League City, Texas 77573 ("Trustor"), to Jeffrey C. Norte, whose address is 3000 Briarcrest Dr, Ste 601, Bryan, TX 77802 ("Trustee"), in which Capital Farm Credit, ACA, as agent/nominee whose address is 3000 Briarcrest Dr, Ste 601, Bryan, Texas 77802 is named as Beneficiary, and recorded on November 13, 2017, in county clerk instrument number 2017068906, records of County of Galveston, State of Texas covering the following described real property:

Legal Description: Being the same land as described in the Deed of Trust referenced above

**By signing this Deed of Release, Beneficiary acknowledges reading, understanding, and agreeing to all its provisions.**

Capital Farm Credit, ACA, as agent/nominee



By: ~~Claire Williams~~

Michelle Escobar

Its: ~~Loan Officer~~

Loan Admin Support Manager

**BUSINESS ACKNOWLEDGMENT**

STATE OF TEXAS )  
COUNTY OF Wubbock )

Michelle Escobar  
Loan Admin Support Manager

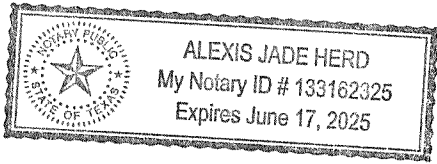
This instrument was acknowledged on the 03-08-23, by ~~Claire Williams~~, Loan Officer on behalf of Capital Farm Credit, ACA, as agent/nominee, a(n) Farm Credit System Institution, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: June 17, 2025

Alexis Jade Herd  
ALEXIS JADE HERD

(Official Seal)



THIS INSTRUMENT PREPARED BY:  
Document Preparation Team  
Capital Farm Credit, ACA  
26611 S.W. Freeway  
Rosenberg, TX 77471

AFTER RECORDING RETURN TO:  
Rosenberg Credit Office  
Capital Farm Credit, ACA  
26611 S.W. Freeway  
Rosenberg, TX 77471

## FILED AND RECORDED

Instrument Number: *2023010914*

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 03/10/2023 8:32AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

**PARTIAL RELEASE OF LIENS**

Date: August 14, 2020

Holder of Note and Lien: **Investar Bank, National Association, successor-in-interest to Mainland Bank**

Holder's Mailing Address: PO Box 3057  
Texas City, TX 77592-3057

Borrower: Tower Road Estates, LLC

Lender: Investar Bank, National Association, successor-in-interest to Mainland Bank

**Note One:**

Date: August 2, 2018

Original principal amount: Two Million Two Hundred Seventy-Six Thousand Five Hundred Ninety-Seven and 00/100 Dollars (\$2,276,597.00)

**Note Two:**

Date: June 15, 2018

Original principal amount: Three Hundred Fifty-Three Thousand Nine Hundred and 00/100 Dollars (\$353,900.00)

**Note and Liens Are Described in the Following Documents:**

**Note One:**

Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated August 02, 2018, recorded in/under Clerk's File No. 2018047952, in the Official Public Records of Real Property of Galveston County, Texas, executed by Tower Road Estates, LLC, a Texas limited liability company to Edward R. Harris, Jr, Trustee, securing the payment of one note in the principal amount of \$2,276,597.00, bearing interest and payable as therein provided to the order of Mainland Bank, a Texas Banking Corporation.

**STEWART TITLE**

**Note Two:**

Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated June 15, 2018, recorded in/under Clerk's File No. 2018037235, in the Official Public Records of Real Property of Galveston County, Texas, executed by Tower Road Estates, LLC, a Texas limited liability company, to Edward R. Harris, Jr, Trustee, securing the payment of one note in the principal amount of \$353,900.00, bearing interest and payable as therein provided to the order of Mainland Bank, a Texas Banking Corporation.

**Property (including any improvements) to Be Released from Lien ("Property"):**

Lot Forty (40), in Block Three (3), of FINAL PLAT OF TOWER ROAD ESTATES PHASE 1, an addition in Galveston County, Texas, according to the map or plat thereof recorded under Document Number 2019057904, of the Map Records in the Office of the County Clerk of Galveston County, Texas.

For value received, Holder of Note and Liens releases only the Property from the Liens and from all liens held by Holder of Note and Liens, without regard to how they were created or evidenced. As to all other property covered by the said Deed of Trust lien than that specifically described hereinabove, said lien shall remain valid, subsisting and in full force and effect.

When the context requires, singular nouns and pronouns include the plural.

**INVESTAR BANK, NATIONAL  
ASSOCIATION, SUCCESSOR-IN-INTEREST  
TO MAINLAND BANK**

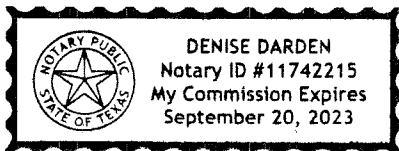
By: *L. R. Harris, Jr*, VP

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

STATE OF Texas \*

COUNTY OF Collin \*

On the 14th day of August, 2020, before me, the undersigned Notary Public, personally appeared Debbie Darwin, known to me or satisfactorily proven, to be the person whose name is subscribed to this instrument in his/her capacity as VP of **Investar Bank, National Association, successor-in-interest to Mainland Bank** and acknowledged that he/she executed the same for the purpose contained therein.



Denise Darden  
Notary Public, State of Texas

## FILED AND RECORDED

Instrument Number: 2020051588

Recording Fee: 34.00

Number Of Pages:4

Filing and Recording Date: 08/21/2020 3:32PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

**PARTIAL RELEASE OF BLANKET EASEMENT**

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

STATE OF TEXAS §

COUNTY OF GALVESTON §

**WHEREAS**, by instrument dated the 13<sup>th</sup> day of August, 2019, and recorded under County Clerk's File No. 2019048936 in the Official Public Records of Galveston County, Texas, Tower Road Estates, LLC granted to CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, easements within the following described lands, to wit:

That certain 39.22-acre tract of land out of, and a portion of, that certain 67.775-acre tract of land being out of, and a portion of, Blocks A, N and O of Eureka Orchard S. Bosler Subdivision No. 1, a subdivision situated in the Ira R. Lewis Survey, Abstract 15, Galveston County, Texas, according to the map or plat thereof recorded under Volume 3, Page 12 in the Plat Records of said County and State, and being further described in a deed recorded under County Clerk's File No. 2018037233 in the Official Public Records of said County and State, a portion of which has now been platted as Tower Road Estates Phase I, a subdivision according to the map or plat thereof recorded under Document No. 2019057904 in the Map Records of said County and State.

**WHEREAS**, CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations has agreed to release its right of use of that part of the easement, which CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corporation, is willing to do:

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: That in consideration of the premises, CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corporation, has **RELEASED**, and does by these presents **FOREVER RELEASE**, all of its right of use of the hereinafter described portion of that easement specified in the first paragraph of this instrument, which released portion is described as follows:

All of said easement which lies within said Tower Road Estates Phase I, **SAVE AND EXCEPT:**

1. The easement areas which are defined by the Retained Easement Legend and depicted on Exhibit "A" hereto attached and made a part hereof.

This is a partial release which affects only that part of the easement described in the preceding paragraph, and which partial release does not in any manner affect CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corporation, right to use the remainder of the easement.

EXECUTED this 18<sup>TH</sup> day of December, 2019.

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations

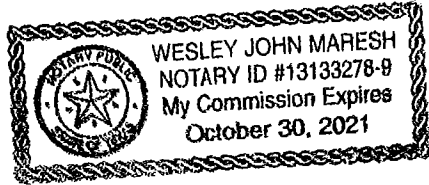
BY: Matthew R. Dowell

KOV Matthew R. Dowell  
Manager, Land Management Division  
Agent & Attorney-in-Fact

STATE OF TEXAS §

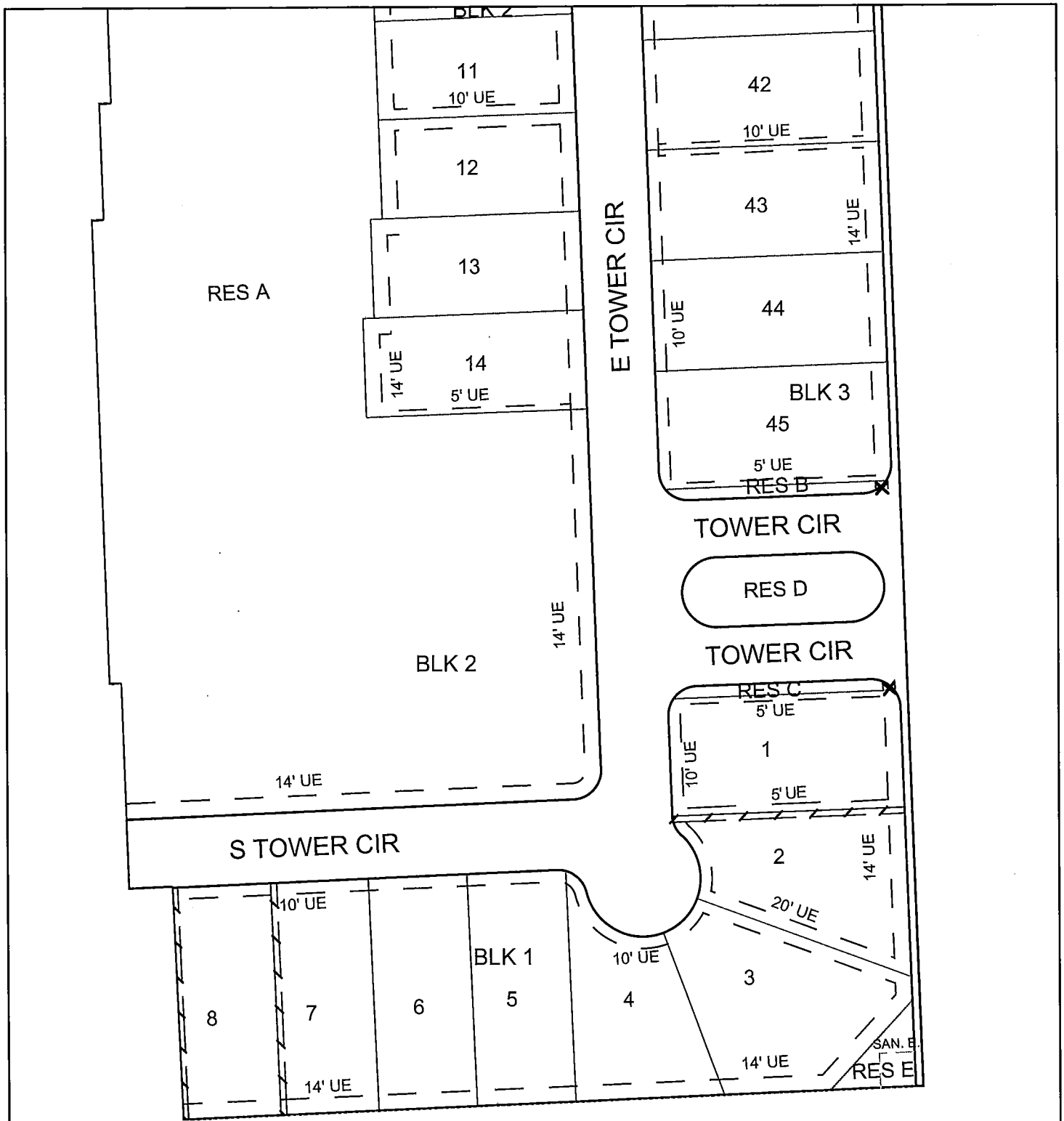
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 18<sup>th</sup>, 2019, by Matthew R. Dowell, Manager of the Land Management Division of CenterPoint Energy Houston Electric, LLC, Agent and Attorney-in-Fact for CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations, on behalf of said corporation.



  
Notary's Signature

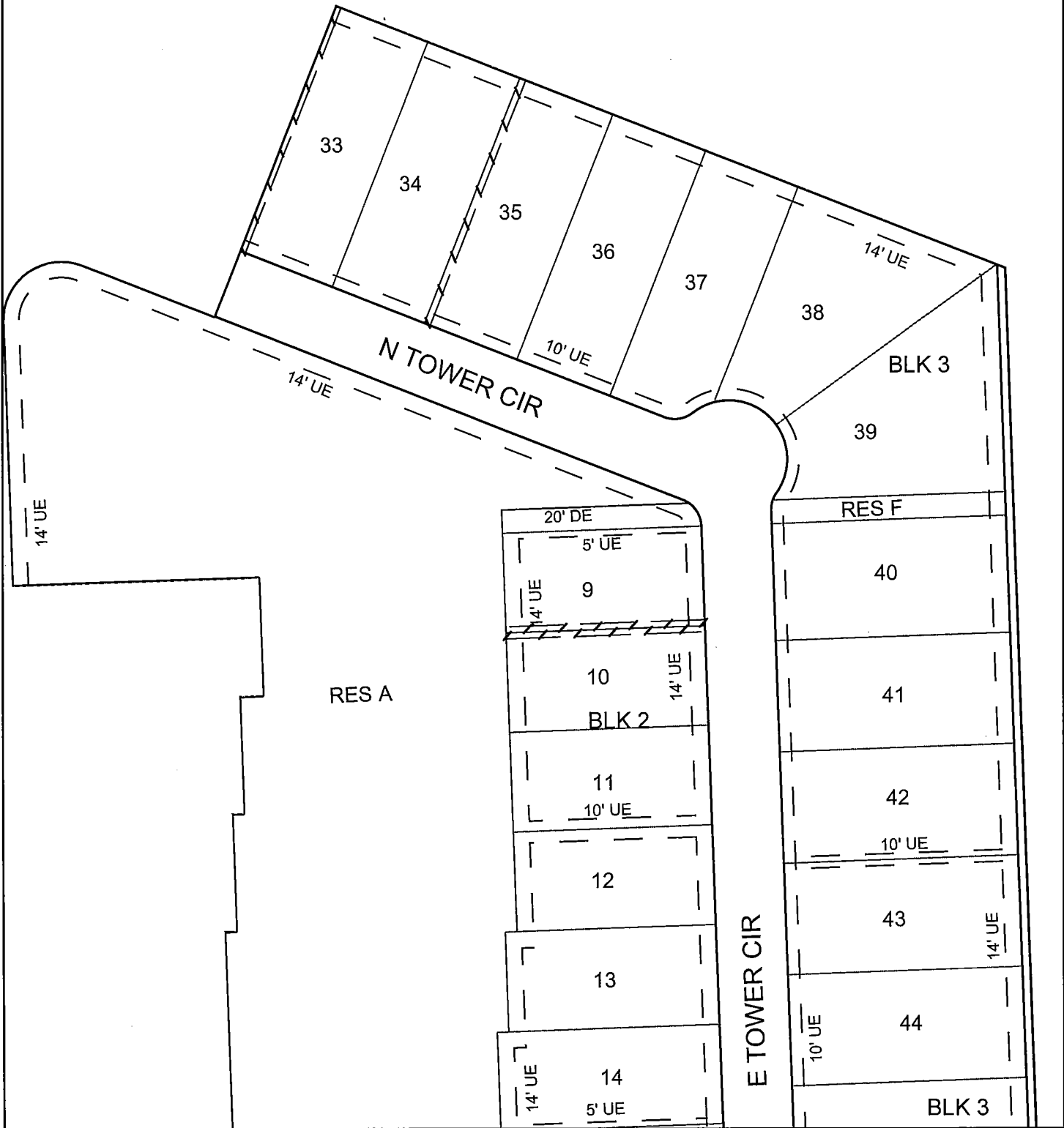
**AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700**



## TOWER ROAD ESTATES PHASE 1

|   |  |                              |  |  |
|---|--|------------------------------|--|--|
| <p><b>NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.</b></p> | <p>Retained Easement Legend - unless noted otherwise.<br/>Solid line of easement represents lot, block or reference lines.</p> <p> <span style="border-bottom: 1px dashed black; width: 50px; display: inline-block;"></span> = 5 foot access easement<br/> <span style="border-bottom: 3px dashed black; width: 50px; display: inline-block;"></span> = 3 foot access easement<br/> <span style="border-bottom: 1px solid black; width: 50px; display: inline-block;"></span> = 5 foot easement<br/> <span style="border-bottom: 3px solid black; width: 50px; display: inline-block;"></span> = 7 foot easement<br/> <span style="border-bottom: 1px solid black; width: 50px; display: inline-block;"></span> = 10 foot easement<br/> <span style="border-bottom: 3px solid black; width: 50px; display: inline-block;"></span> = 14 foot easement         </p> | <p><b>Exhibit "A"</b></p>    | <p>Scale: 1" : 120'</p>                                    |  |
|   | <p>Lambert: 6042A</p> <p>Sketch 1 of 2</p>   | <p>Date: 11/18/2019</p>      | <p><b>Subdivision Name: TOWER ROAD ESTATES PHASE 1</b></p> |  |
|   | <p>Posted By: W.Maresh</p>   | <p>Work Order: 88829328B</p> |  |  |

# TOWER ROAD ESTATES PHASE 1



|  |  |   |  |
|--|--|---|--|
| <p>NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.</p> | <p>Retained Easement Legend - unless noted otherwise.<br/>Solid line of easement represents lot, block or reference lines.</p> <p>  = 5 foot access easement<br/>  = 3 foot access easement<br/>  = 5 foot easement<br/>  = 7 foot easement<br/>  = 10 foot easement<br/>  = 14 foot easement         </p> | <h2 style="margin: 0;">Exhibit "A"</h2>   | <p>Scale: 1" : 120'</p>                              |
|  |  | <p>Lambert: 6042A</p> <p>Sketch 2 of 2</p> <p>Subdivision Name: TOWER ROAD ESTATES PHASE 1</p> <p>Posted By: W.Maresh</p> | <p>Date: 11/18/2019</p> <p>Work Order: 88829328B</p> |



## FILED AND RECORDED

Instrument Number: 2019069892

Recording Fee: 42.00

Number Of Pages:6

Filing and Recording Date: 12/19/2019 2:00PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

**SHORT FORM BLANKET EASEMENT FOR CERTAIN UTILITIES**

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

STATE OF TEXAS            }  
COUNTY OF GALVESTON}

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Tower Road Estates, LLC, a Texas limited liability company, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC ("CNP Electric"), CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations ("CNP Gas"), Frontier Southwest Incorporated ("Frontier"), and Comcast of Houston, LLC ("Comcast"), their respective successors and assigns, hereinafter collectively referred to as "Grantee", has GRANTED, SOLD AND CONVEYED and by these presents, does GRANT, SELL AND CONVEY unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for the following purposes: (i) to CNP Electric, an easement for electric distribution and related communication facilities, (ii) to CNP Gas, an easement for natural gas and related communication facilities, (iii) to Frontier, and (iv) to Comcast, an easement for telephone, fiber and/or cable communication facilities, together within the easement area(s), consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys,

hereinafter collectively referred to as "Facilities", located within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to-wit:

That certain 39.22-acre tract of land out of, and a portion of, that certain 67.775-acre tract of land being out of, and a portion of, Blocks A, N and O of Eureka Orchard S. Bosler Subdivision No. 1, a subdivision situated in the Ira R. Lewis Survey, Abstract 15, Galveston County, Texas, according to the map or plat thereof recorded under Volume 3, Page 12 of the Plat Records of said County and State, and described in a deed recorded under County Clerk's File No. 2018037233 in the Official Public Records of Galveston County, Texas. Said 39.22-acre tract of land being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein, (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

Grantor shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, Grantor shall observe all safety codes and laws which apply when working along, within and/or near the Easement Area and Facilities.

Grantor herein reserves the right to grant easements in favor of third parties across Easement Area in a near perpendicular fashion to Grantee's Facilities, as described hereinbelow, provided: (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii)

no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantee shall not deny or obstruct ingress or egress to or from Grantor's Property, and Grantor retains all rights to cross the Easement Area for access, but not interfering with the utility purpose for which the Easement is granted. Grantor shall have the right to construct or locate in a near perpendicular fashion, utilities, drainage ditches, roadways, driveways, across, but not along or solely along, within or under Grantee's Exclusive Easement Area. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within Grantee's Exclusive Easement Area. In the event that Grantor constructs, or causes to be constructed, any utilities, drainage, ditches, roadways, and/or driveways which results in the relocation of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities. Further, Grantor is prohibited from using the Easement Area for stockpile, spoil, water retention or detention, or lay down areas.

Absent written authorization by the affected Grantee, Grantee's Exclusive Easement Area must be kept unobstructed from any non-utility improvements or obstructions by Grantor. Any unauthorized improvements or obstructions may be removed by Grantee at the Grantor's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are

permitted, they too may be removed by Grantee at the Grantor's expense should they be an obstruction. Grantee may put said wooden posts and paneled wooden fences back up, but generally will not replace them with new fencing.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from Grantee's Exclusive Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into Grantee's Exclusive Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities. Further, in the event dead or dangerous trees exist within the fall range of overhead electrical facilities, then Grantee shall have the right to take down dead or dangerous trees based on Grantee's discretion.

Upon delivery of the recorded Tower Estates Sec 1 subdivision to Grantee by Grantor, Grantee agrees to prepare a partial release of this Easement, ("Partial Release of Blanket Easement"), defining the retained portion of the Easement Area at Grantee's sole discretion by (a) an unsealed sketch depicting the size and location of the retained Easement Area incorporated into the Partial Release of Blanket Easement as "Exhibit A", (b) a sealed survey sketch depicting the size and location of the retained Easement Area incorporated into the Partial Release of Blanket Easement as "Sketch No. ", or (c) a written description of the retained Easement Area, which may be further described by, but not limited to, the following descriptions:

- 1.) A five (5) foot wide easement;
- 2.) A ten (10) foot wide easement;
- 3.) A fourteen (14) foot wide easement;
- 4.) A sixteen (16) foot wide easement;

Grantee further agrees to execute and file the herein described Partial Release of Blanket Easement of public record in the appropriate County Clerk's office.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities, provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee, a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title, or actions taken by others, which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written

agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this 13 day of August, 2019.

Tower Road Estates, LLC,  
a Texas limited liability company

BY: [Signature]  
Signature

Gregory Stone  
Name typed or printed

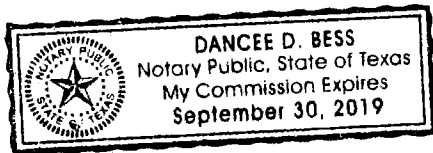
Partner  
Title

STATE OF TEXAS }

COUNTY OF Galveston }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Gregory Stone Partner of Tower Road Estates, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ( ) he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

Given under my hand and seal of office this 13 day of August, 2019.



[Signature]  
Notary's Signature

Dancee D. Bess  
Name typed or printed

9-30-2019  
Commission Expires

ATTACHMENT  
AFFIDAVIT

STATE OF TEXAS        }

COUNTY OF             }

BEFORE me the undersigned authority on this day personally appeared

Greggory Stone                    the Partner

of Tower Road Estates, LLC, a Texas limited liability company, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain 39.22-acre tract of land out of, and a portion of, that certain 67.775-acre tract of land being out of, and a portion of, Blocks A, N and O of Eureka Orchard S. Bosler Subdivision No. 1, a subdivision situated in the Ira R. Lewis Survey, Abstract 15, Galveston County, Texas, according to the map or plat thereof recorded under Volume 3, Page 12 of the Plat Records of said County and State, and described in a deed recorded under County Clerk's File No. 2018037233 in the Official Public Records of Galveston County, Texas. Said 39.22-acre tract of land being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein, (the "Easement Area").

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this 13 day of August, 2019.

Tower Road Estates, LLC,  
a Texas limited liability company

BY: [Signature]  
Signature

Gregory Stone  
Name typed or printed

Partner  
Title

SUBSCRIBED and SWORN before me this 13 day of August, 2019.



[Signature]  
Notary's Signature

Dancee D. Bess  
Name typed or printed

9-30-2019  
Commission Expires

**AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700**

EXHIBIT "A"

**PROPERTY DESCRIPTION:**

All of that certain 39.22 acres of land situated in the Ira R. Lewis Survey, Abstract 15, Galveston County, Texas, and being a part of Lot One (1) and Lot Three (3) Block "N", Lot One (1), Lot Two (2) and Lot Three (3) Block "O" of the **EUREKA ORCHARD S. BOSLER NO. 1 SUBDIVISION**, according to the plat recorded in Volume 3, Page 12, Plat records of Galveston County, Texas, and Volume 238, Page 2, in the Office of the County Clerk of Galveston County, Texas, and being a part of that certain 553.25 acre tract described as East Tract in a Deed from Briscoe Production Company to Tres Rios Properties, LLC recorded in Galveston County Clerk's File Number 2017068904, and a part of that certain 67.775 acre tract described in a Deed of Trust filed for record on June 22, 2018 under Galveston County Clerk's File Number 2018037235; said 39.22 acres being more particularly described as follows:

**BEGINNING**, at an iron rod with cap stamped "Adams" found at the Southeast corner of said Lot One (1), Block "O", said point being the intersection of the North line of a 30 foot platted road as shown on aforesaid **EUREKA ORCHARD S. BOSLER NO. 1 SUBDIVISION** with the West line of Tower Road (called 45 foot in width), being the Southeast corner of the herein described tract and the **POINT OF BEGINNING** hereof;

**THENCE**, S 87°47'46" W, along the South line of said 553.25 acre tract, being the South line of Lots One (1) and Three (3), Block "O", and the North line of said 30 foot platted road, a distance of 1118.89 feet to an iron rod with cap stamped "Adams" found at the Southwest corner of said 553.25 acre tract, the Southwest corner of Lot 3, Block "O", and the Southwest corner of the herein described tract;

**THENCE**, N 01°48'23"W along and with the West line of said 553.25 acre tract, being the West line of Blocks "O" and "N" of **EUREKA ORCHARD S. BOSLER NO. 1 SUBDIVISION**, and the East line of **L. E. LONG'S SUBDIVISION**, according to the plat recorded in Volume 226, Page 612, Plat records of Galveston County, Texas, a distance of 1594.45 feet to a 5/8 inch iron rod with cap stamped "GeoSurv" set at the Northwest corner of the herein described tract, said point being on the Southwest right-of-way line of the GCWA 150 foot canal easement described as tract 2, in an instrument to Briscoe Irrigation Company recorded in Volume 765, Page 597 of the Galveston County Deed Records;

**THENCE**, N 77°37'00" E, along the South line of said 150-foot canal easement, a distance of 346.32 feet to a 5/8 inch iron rod with cap stamped "GeoSurv" set at the intersection of the South line of said 150 foot easement with the Southerly right-of-way line of H.L.&P. 70 foot easement described in Volume 1763, Page 130 of the Galveston County Deed Records;

**THENCE**, S 68°26'17" E, along the Southerly line of said 70 foot easement, a distance of 846.94 feet to a 5/8 inch iron rod with cap stamped "GeoSurv" set at the Northeast corner of the herein described tract;

**THENCE, S 01°50'53" E, through the interior of said 553.25 acre tract, being the West line of aforesaid Tower Road (called 45' wide roadway), a distance of 1314.33 feet to the POINT OF BEGINNING and containing a calculated area of 39.22 Acres (1,708,392 Square Feet) of land.**

*PREPARED  
October 29, 2018*

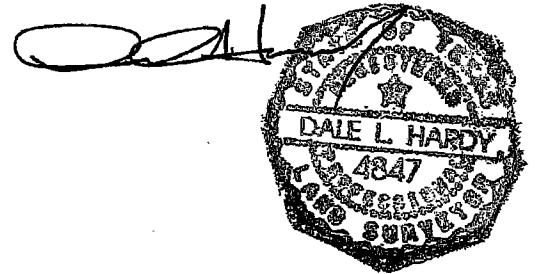
**DALE L. HARDY / GEOSURV, LLC**

**REGISTERED PROFESSIONAL LAND SURVEYORS**

**P.O. BOX 246, LEAGUE CITY, TEXAS 77574**

**PH 281-554-7739 FAX 281-554-6928 E-MAIL: dhardy@geosurvlc.com**

F:\FN\2018\18-00042\TOWER ROAD PHASE I.DOCX



## FILED AND RECORDED

Instrument Number: 2019048936

Recording Fee: 62.00

Number Of Pages:11

Filing and Recording Date: 09/04/2019 2:53PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

**AGREEMENT FOR UNDERGROUND ELECTRIC SERVICE**

*TOWER ROAD ESTATES PHASE 1*

The State of Texas     §  
                                  §  
County of *GALVESTON*     §

This Agreement made and entered into by and between CenterPoint Energy Houston Electric, LLC, a Texas corporation, its successors and assigns, hereinafter called "Company" and, *TOWER ROAD ESTATES, LLC*, its successors and assigns, hereinafter called "Owner".

WITNESSETH:

WHEREAS, Owner owns and is developing a single family residential property which is partitioned into single lots, tracts, or parcels of land known as *TOWER ROAD ESTATES PHASE 1*, a subdivision containing at least 24 lots, which is located in the *EUREKA ORCHARD S. BOSLER NO. 1 SUBDIVISION, VOLUME 3, PAGE 12*, hereinafter called "Subdivision". The part of the Subdivision covered by this contract will be fully shown on a plat thereof which Owner agrees to record in the Map Records of *GALVESTON* County, Texas;

WHEREAS, pursuant to its tariff for retail delivery service, Company customarily extends and furnishes electric service by and through an overhead electric delivery system containing primary, secondary, and service lines; and,

WHEREAS, in lieu of Company's standard overhead electric delivery system, Owner has requested Company to install within the Subdivision the underground electric cables, and other facilities described and identified herein below in Paragraph 1, which Company is willing to do, as set forth in this agreement.

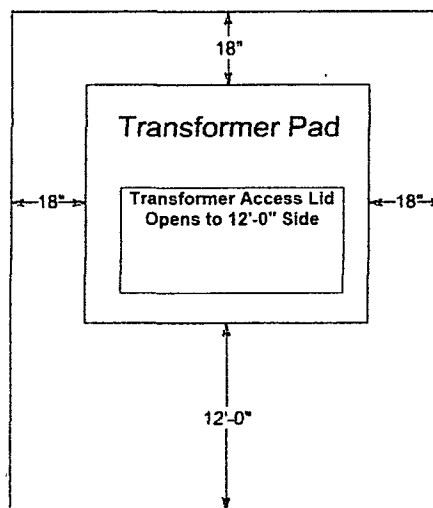
NOW THEREFORE, it is agreed as follows:

1. The underground electric distribution system, hereinafter called the "Underground Distribution System", shall be installed in easements provided therefore and shall consist of, but not be limited to, overhead primary feeder circuits constructed on poles, single or three phase, and underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and any such other appurtenances deemed necessary by Company to make underground service available to the permanent residential dwelling units.
2. Owner agrees, at Owner's expense to (1) have all lot, block and reserve corners accurately pinned with iron rods not less than 1/2-inch in diameter or iron pipes not less than 3/4-inch in outside diameter and not less than 24-inches long (longer rods or pipes should be used in soft soil to insure the stability of the monument); (2) identify all lots with stakes or laths marked with lot numbers; (3) have all easements cleared of trees, stumps, permanent fencing and other obstructions which would interfere with Company's overhead distribution pole line or underground cable installation; and, (4) develop all easements and rights-of-way to final grade level suitable for machine trenching before Company starts its installation. Owner agrees to have all streets, public or private, alleys, and/or paved infrastructure constructed before any Company electrical underground facilities can be installed. Upon the Company's completion of the installation of the facilities, Owner agrees to reimburse Company for any and all

*MBM*

additional costs to the Company resulting from changes made to the final grade level by Owner where the integrity of the Underground Distribution System. Owner shall be allowed fourteen (14) calendar days to resolve grade level conflicts, other than during emergency operating events or electrical outage events. In such cases Owner shall pay all cost to Company within thirty (30) days. Upon completion of the initial installation of Underground Distribution System, grade shall be kept substantially in conformance to the original grade. In the event grades are changed and negatively impacts the operations of said Underground Distribution System or safe operating clearances, then all relocations or modifications to the Underground Distribution System shall be at the expense of the Owner. Owner further covenants, agrees, and clarifies that all easements, including, but not limited to, those dedicated by recorded plat and labeled "Public Utility Easement", "Utility Easement" and/or "Aerial Easement" on the face thereof, and easements created by separate instrument, including, but not limited to those created by and through covenants and/or deed restrictions, shall be kept unobstructed. Company shall also have rights of ingress and egress to and from easement area(s), together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing utility facilities, together with the additional right to remove from said easement and land immediately adjoining thereto all bushes, trees, landscaping and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said easement areas and if in the sole opinion of Company, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of any utility facilities. Further, in the event dead or dangerous trees exist within the fall range of overhead electrical facilities, then Company shall have the right to take down dead or dangerous trees said trees based on Company's discretion. In addition to the above, from time to time the Company will have to access electrical transformers and pedestals, during said access hot stick limits require additional safe operation space, which is illustrated below or on next page:

**MINIMUM UNOBSTRUCTED CLEARANCES  
FOR PAD MOUNTED TRANSFORMERS**



3. Absent written authorization by the affected utilities or Company, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility or Company at the property owner's expense. While wooden posts and paneled

wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities or Company at the property owner's expense should they be an obstruction. Public utilities or Company may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.

4. Owner hereby restricts said Subdivision to Underground electric service and the parties agree and stipulate that the filing of this instrument in the Deed Records of *GALVESTON where recorded here*] County, Texas will have the same force and effect as a deed restriction running with the tract of land to the effect that only Underground electric service will be furnished thereto, except such overhead facilities as shown on the facility plan layout agreed to and approved by both parties thereon. Areas in the Subdivision not served from the Underground Distribution System will be served by the Company from the usual overhead electric distribution system. Areas outside of the Subdivision are not covered by this Agreement, unless Owner has dedicated through separate agreements for DEDICATION OF UNOBSTRUCTED DRY PUBLIC UTILITY AND AERIAL EASEMENTS along the perimeter or proposed platted boundary, in which case those agreements attach, tack and run with this agreement.
5. The electric service furnished under this Agreement will be of the type described by the Company as single phase, 120/240 volt, three wire, 60-cycle alternating current for lighting and power.
6. Company will make Underground electric service available to permanent residential dwelling units in the Subdivision under Company's standard terms and conditions, or standard electric service agreements, at its regular published applicable rates at the nominal secondary service voltage specified in Paragraph 4 hereof, and at the load terminal of the individual meters.
7. Company reserves the right to construct such overhead primary feeder lines within dedicated Public Utility or Utility Easements and Aerial easements, or acquired easements otherwise acquired within the Subdivision, or elsewhere as it may determine are necessary, for the furnishing of the Underground Distribution System or to meet Company's general area requirements. At Company's option, those lots adjacent to such overhead distribution facilities may be served from such overhead distribution system. Where overhead service is furnished for electrical distribution purpose, the distribution system will be installed in Utility and Aerial Easements provided therefore and shall consist of overhead primary and secondary circuits constructed on poles equipped with transformers and such other appurtenances as Company deems necessary to make overhead service available. Company shall, concurrently with the installation of its facilities, have title to and complete control over the facilities to be installed by it.

8. In consideration of Company's installing the Underground Distribution System in lieu of its standard overhead electric system, Owner hereby grants easements to Company for the Underground Distribution System and the overhead electric system in, over, under, and across those parts of the Subdivision which are necessary for the purposes of installation, operation, inspection, repair, maintenance, replacement, removal and enlargement thereof. All of Company's distribution lines and equipment are to be installed in the locations which are mutually acceptable to the parties hereto. In the event any action by Owner requires relocation of all or any part of Company's facilities, Owner agrees to reimburse Company in full for all of Company's expenses incurred in effecting such relocation.
9. Owner warrants that it is the record owner of the property described herein and that the easements and use restrictions granted herein are superior to any other interests in said property, including, but not limited to, the interest of a lien holder, mortgagee or trustee under a deed of trust, if any. If the property is subject to a lien, mortgage or deed of trust, the lien holder, mortgagee or trustee for good consideration hereby joins in the execution of this Agreement, but solely for the purpose of subordinating its interest in the property to the interests herein granted to Company.
10. In order for the Company to install an initial URD Loop within a subdivision section as requested by Owner, the Owner must: (a) provide Company with a security payment or, (b) provide a non-cash alternative or, (c) have a homebuilder complete at least one (1) house slab. Owner shall pay all applicable costs for additional loops being requested by the Owner.
11. Company agrees and declares that nothing contained in this Agreement is intended to or will constitute a lien against the hereinabove described property, and Company does not have or claim any lien against said property under this Agreement.
12. This Agreement, and the benefits and obligations hereof, will be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, and assigns, as the case may be, and this Agreement will not be assigned by either party without the consent of other party.
13. Owner further agrees to coordinate the construction of buildings, structures, improvements, and other utilities in such a manner so as to avoid conflict or interference with the Company's installation of its facilities. In the event Company is prohibited from the installation of its facilities due to the untimely construction of various improvements then Owner agrees to reimburse Company for the additional cost to the Company resulting from such interference.
14. Owner agrees to allow electrical service connection, also known as service drops, to be made from adjoining lots or home sites into any of said easements.
15. Owner may provide and install conduit for all street crossings for the installation of Company's facilities including gas sleeves, distribution, street lights, and related communications facilities. All conduits shall be installed according to the Company's standards and location specifications. Company's representatives shall inspect the installation of the conduits. In the event that the street crossing conduit has not been installed to Company's standards and



IN TESTIMONY WHEREOF, witness our hands to triplicate originals, this the 18 day of February, 2019.

TOWER ROAD ESTATES, LLC

By: [Signature]  
Title of Owner: Manager  
Name: Gregg Stone  
(Typed or Printed)

CenterPoint Energy Houston Electric, LLC

By: [Signature]  
Steve Gipson  
Manager, Power Delivery Solutions

The State of Texas §

County of Galveston §

This instrument was acknowledged before me on this 18 day of February, 2019, by Gregg Stone Owner, on behalf of said Owner.



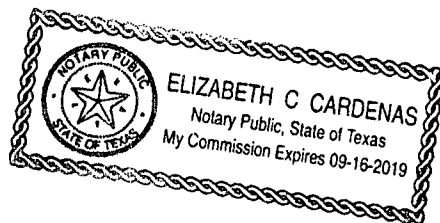
[Signature]  
Notary Public

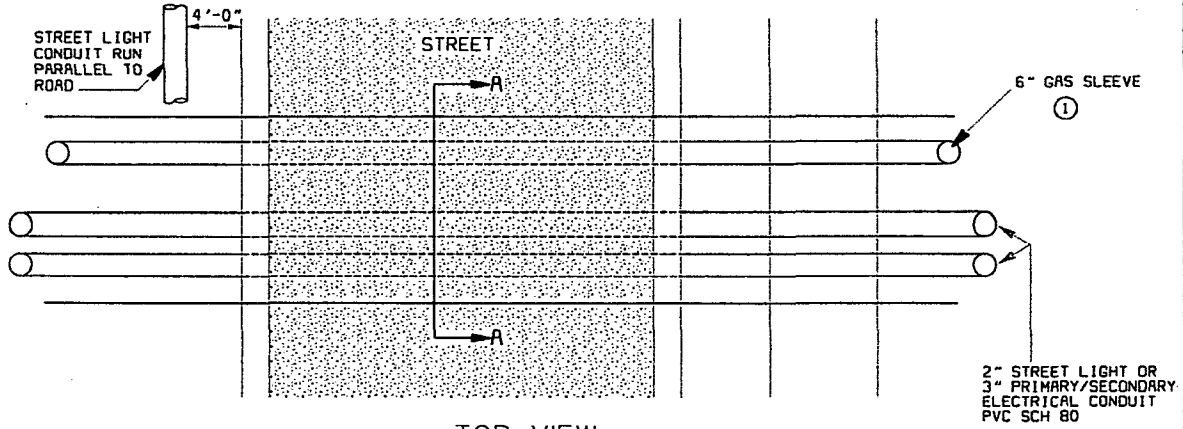
The State of Texas §

County of Harris §

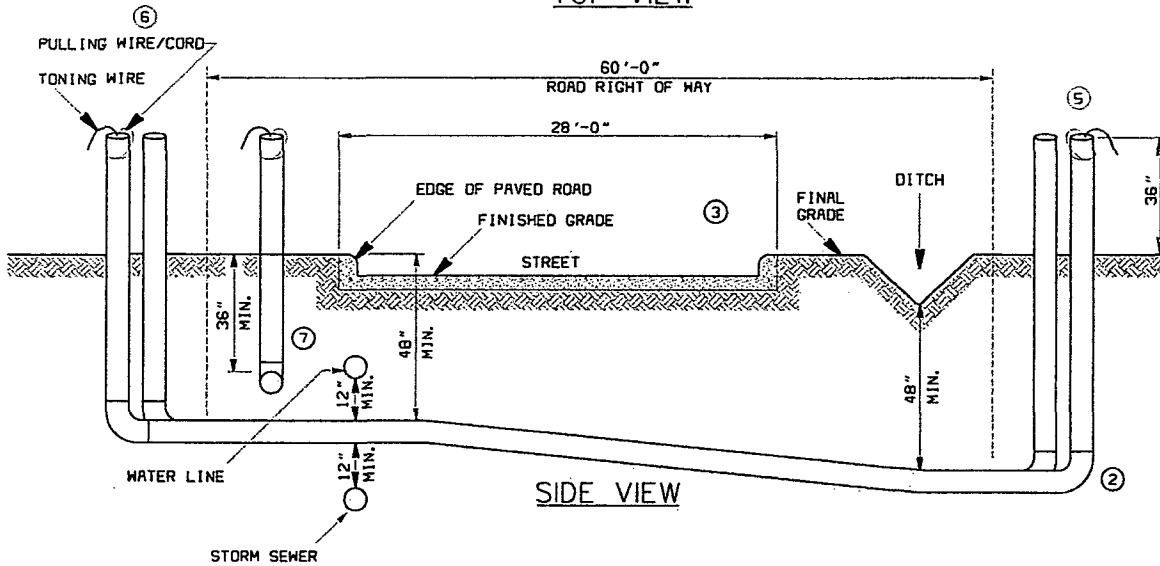
This instrument was acknowledged before me on this 20<sup>th</sup> day of March, 2019, by Steve Gipson, Manager, Power Delivery Solutions of Center Point Energy Houston Electric, LLC, on behalf of said Company.

[Signature]  
Notary Public

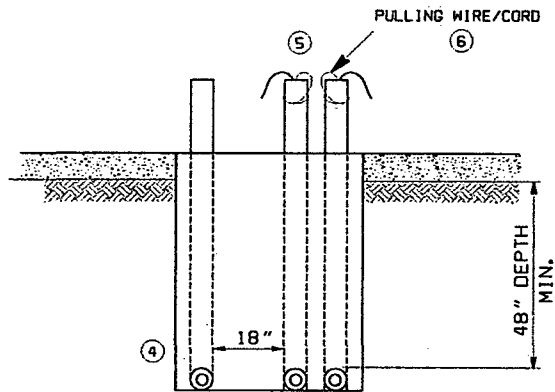




TOP VIEW



SIDE VIEW



SECTION A-A

- ① ROAD CROSSING FOR A GAS 2 INCH PIPE WILL REQUIRE A 6 INCH SCHEDULE 80 SLEEVE.
- ② THE ENDS OF THE CONDUITS WILL HAVE 90 DEGREE ELBOWS INSTALLED VERTICAL. A PIECE OF CONDUIT WILL EXTEND 3 FEET ABOVE GROUND AS AN END MARKER. PIPES SHALL BE MARKED EL FOR ELECTRIC, GA FOR GAS, CD FOR COMMUNICATIONS.
- ③ TRENCH AND BACKFILL ACROSS STREET TO BE COMPLETED BEFORE PAVING IS INSTALLED.
- ④ GAS PIPE TO BE 18" RADIAL CLEARANCE FROM ELECTRICAL CABLE.
- ⑤ PLUGS SHALL BE INSTALLED ON ALL CONDUIT TERMINATION POINTS TO PREVENT BLOCKAGE, UNTIL THE CABLE IS INSTALLED.
- ⑥ THE PULLING WIRE/CORD AND TONING WIRE SHALL BE ATTACHED AND VIEWABLE OUTSIDE THE END OF THE CONDUIT RUN.
- ⑦ BRAZORIA COUNTY REQUIRES A 48" DEPTH FOR ALL UTILITIES.

DISTRIBUTION STANDARD  
31-740

|  |                 |         |             |
|--|-----------------|---------|-------------|
| DEVELOPER / CONTRACTOR<br>INSTALLED CONDUIT IN<br>COUNTY RIGHT OF WAYS<br>CenterPoint Energy<br>HOUSTON, TEXAS |                 |         |             |
| DATE   | BY              | SECTION | JOB SECTION |
| 11-16-01   | L R MCCOY       |         |             |
| 11-19-01   | LEO H HAAS      |         |             |
| 11-19-01   | CHARLES DOLEZEL |         |             |
| 11-19-01   | LEO H HAAS      |         |             |
| SHEET  |                 |         | OF SHEETS   |
|  |                 |         | 00423716    |

|   |          |   |     |     |     |
|---|----------|---|-----|-----|-----|
| 5 | 10-25-07 | ADD CLEARANCE TO OTHER UTILITIES AND BELOW DITCH. | KTN | JCD | MG  |
| 4 | 7-17-07  | REVISED DRAWING. ALSO ADDED NOTE 5 & 6.           | KTN | JCD | LHM |

Work Order # 88829328  
GLN # 6042

## FILED AND RECORDED

Instrument Number: 2019015370

Recording Fee: 50.00

Number Of Pages:8

Filing and Recording Date: 03/27/2019 12:47PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

**Bylaws of  
Tower Road Estates Home Owner's Association, Inc.  
A Texas Non-Profit Corporation**

**Basic Information**

- Property Owners Association:** Tower Road Estates Home Owner's Association, Inc., a Texas Non-Profit Corporation established by the certificate of formation filed with the secretary of state of Texas on May 28, 2020, under file number 803635420.
- Principal Office:** 4 Falling Leaf Ct., Friendswood, Texas 77546. The Property Owners Association may have other offices.
- Declaration:** The Declaration of Restrictive Covenants of the Tower Road Estates Subdivision, recorded in the real property records of Galveston County, Texas.
- Definitions:** Capitalized terms used but not defined herein have the meaning set forth in the Declaration.
- Voting Members:** Members entitled to vote or their proxies.

**A. Members**

*A.1. Membership.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot.

*A.1.a. Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

*A.1.b. Class B.* The Class B Member is Declarant and has three (3) votes for each Lot owned. The Class B membership ceases and converts to Class A membership on the earlier of-

- i. when the Class A Members' votes exceed the total of Class B Member's votes; or
- ii. the date specified in the Declaration.

*A.2. Place of Meeting.* Members meetings will be held at the Property Owners Association's Principal Office or at another place designated by the Board.

*A.3. Annual Meetings.* The first Members meeting will be held within three (3) months after the formation of the Property Owners Association. Subsequent regular annual Members meetings will be held on the first Monday in September of each calendar year.

*A.4. Special Meetings.* The president may call special meetings. The president must call a special meeting if directed by the Board or by a petition signed by 51.0% percent of Voting Members.

*A.5. Notice of Meetings, Election, and Vote.* Written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less than ten nor more than sixty days before the meeting. For voting not at a meeting, notice must be given not later than the twentieth day before the latest day on which a ballot may be submitted to be counted. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member must state the purpose of an association-wide election or vote and is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid.

*A.6. Waiver of Notice.* A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

*A.7. Quorum.* A majority of the Voting Members is a quorum. If a Members meeting cannot be held because a quorum is not present, either in person, by proxy, by absentee ballot, or by electronic ballot, a majority of the Voting Members who are present may adjourn the meeting. At the reconvened meeting, 60.0% percent of the Voting Members is a quorum. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, a majority of the Board is a quorum. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than thirty (30) nor less than ten (10) days before the reconvened meeting.

*A.8. Majority Vote.* Voting by Members may be at a meeting or outside of a meeting. Voting must be as required by law. Votes representing more than 50.0% percent of the Voting Members present at a meeting at which a quorum is present are a majority vote.

*A.9. Voting Methods.* Voting Members may, at the option of the Board, vote in person, by proxy, by absentee ballot, by electronic ballot, or by any other process approved by the Board. A Member must be allowed to vote by absentee ballot or proxy, but the Board is not required to provide a Member with more than one voting method.

*A.10. Conduct of Meetings.* The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the members.

## **B. Board**

*B.1. Governing Body; Composition.* The affairs of the Property Owners Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an

entity Member, a person designated in writing to the secretary.

*B.2. Qualifications.*

*B.2.a. Member.* Each director must be a Member or, in the case of an entity Member, a person designated in writing by either proxy or a resolution to the secretary of the Property Owners Association.

*B.2.b. Felony or Crime Involving Moral Turpitude.* If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a director was convicted of a felony or crime involving moral turpitude not more than twenty years before the date the Board is presented with the evidence, that director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

*B.2.c. Cohabitation of Directors.* A Member may not serve on the Board if the Member cohabits at the same primary residence with a director. This section does not apply during the Property Owners Association's development period to affect the eligibility to serve on the Board of:

- i. a Member who cohabits with a developer or Declarant of the Subdivision;  
or
- ii. the developer or Declarant.

*B.3. Number of Directors.* The Board consists of not less than three nor more than 10 directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

*B.4. Term of Office.* The initial directors serve until the first annual meeting of Members. Successor directors will have a term of one (1) year. Directors may serve consecutive terms.

*B.5. Election.* At the first annual meeting of Members, the Voting Members will elect directors to succeed the initial directors. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

*B.6. Removal of Directors and Vacancies*

*B.6.a. Removal by Members.* Any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.

*B.6.b. Removal by Board.* Any director may be removed at a Board meeting if the director-

- i. failed to attend three (3) consecutive Board meetings; or
- ii. failed to attend 30.0% percent of Board meetings within one year.

*B.6.c. Vacancies.* A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

*B.6.d. Successors.* If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

*B.7. Compensation.* Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

*B.8. Powers.* The Board has all powers necessary to administer the Property Owners Association's affairs.

*B.9. Management.* The Board may employ a managing agent. Declarant, or an affiliate of Declarant, may be the managing agent.

*B.10. Accounts and Reports.* Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

*B.10.a.* An income statement reflecting all income and expense activity for the preceding period.

*B.10.b.* A statement reflecting all cash receipts and disbursements for the preceding period.

*B.10.c.* A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.

*B.10.d.* A balance sheet as of the last day of the preceding period.

*B.10.e.* A delinquency report listing all Owners who are delinquent by more than sixty (60) days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

*B.11. Borrowing.* The Board may borrow money to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.

*B.12. Rights of Association.* With respect to the Common Area, and in accordance with the Declaration, the Property Owners Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

### *B.13. Enforcement Procedures*

*B.13.a. Notice.* Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Property Owners Association's lien, (iv) charge an Owner for property damage, or (v) levy a fine for a violation of the Dedicatory Instruments, the Property Owners Association or its agent must give written notice to the Owner as required or permitted by law. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Property Owners Association from the Owner. The notice must also (i) inform the Owner that if the violation is curable and does not pose a threat to public health or safety, which means it could not materially affect the health or safety of an ordinary resident, the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) indicate that the Owner may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the notice was mailed to the Owner, (iii) state that the Owner may have special rights if the Owner is serving on active military duty, and (iv) state the date by which the Owner must cure a curable violation that does not pose a threat to public health and safety.

*B.13.b. Hearing.* If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Property Owners Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a thirty (30) day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

*B.13.c. Appeal.* Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within ten (10) days after the hearing date.

*B.13.d. Changes in Law.* The Board may change the enforcement procedures set out in this section to comply with changes in law.

## **C. Board Meetings**

*C.1. Meetings.* Except as permitted by law, all regular and special meetings of the Board must be open to the Owners. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county. A board meeting may be held by electronic or telephonic means, provided all Owners and Board Members have access to the communication at the meeting as required by law.

*C.2. Notice.* Owners and Board Members must be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. Notice must be given as required by law.

*C.3. Waiver of Notice.* The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

*C.4. Quorum of Board.* At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than 10 nor more than 20 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

*C.5. Conduct of Meetings.* The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors. The Board meeting will be conducted as required by law.

*C.6. Proxies.* Directors may vote by written proxy.

## **D. Officers**

*D.1. Officers.* The officers of the Property Owners Association are a president, vice president, secretary, and treasurer, to be elected from the Members. The Board may appoint other

officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

*D.2. Election, Term of Office, and Vacancies.* Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

*D.3. Removal.* The Board may remove any officer whenever, in the Board's judgment, the interests of the Property Owners Association will be served thereby.

*D.4. Powers and Duties.* Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Property Owners Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

*D.5. Resignation.* Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

## **E. Committees**

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

## **F. Miscellaneous**

*F.1. Fiscal Year.* The Board may establish the Property Owners Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Property Owners Association's fiscal year is a calendar year.

*F.2. Rules for Meeting.* The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

*F.3. Conflict.* The Declaration controls over these Bylaws.

*F.4. Inspection of Books and Records*

*F.4.a. Inspection by Member.* After a written request to the Property Owners Association, a Member may examine and copy, in person or by agent, any Property Owners Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

*F.4.b. Inspection by Director.* A director has the right, at any reasonable time, and at the

Property Owners Association's expense, to (i) examine and copy the Property Owners Association's books and records at the Property Owners Association's Principal Office and (ii) inspect the Property Owners Association's properties.

*F.5. Notices.* Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given as required or as permitted by law. All other notices may be given by regular mail. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Property Owners Association's records; and (b) the Property Owners Association, the Board, 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.

*F.6. Amendment.* These Bylaws may be amended at any time by the vote of 60.0% percent of the Voting Members in the Property Owners Association. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law.

**Tower Road Estates Home Owner's Association,  
Inc.,**

By:   
**Gregg Slone, Initial Director**

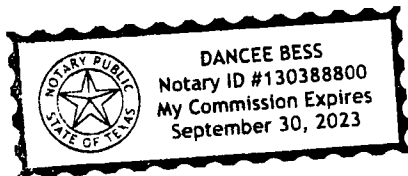
By:   
**Cameron Slone, Initial Director**

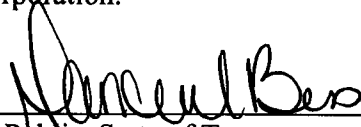
By:   
**Gordon Hall, Initial Director**

STATE OF TEXAS )

COUNTY OF Galveston )

This instrument was acknowledged before me on May 29<sup>th</sup>, 2020, by Gregg Slone as Initial Director of Tower Road Estates Home Owner's Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

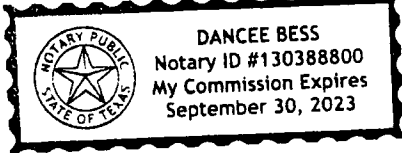


  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF Galveston )

This instrument was acknowledged before me on May 29th, 2020, by Cameron Slone as Initial Director of Tower Road Estates Home Owner's Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

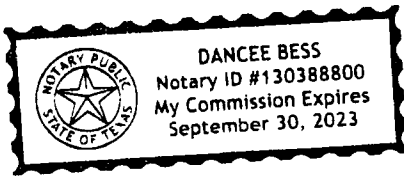


Dancee Bess  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF Galveston )

This instrument was acknowledged before me on May 29th, 2020, by Gordon Hall as Initial Director of Tower Road Estates Home Owner's Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



Dancee Bess  
Notary Public, State of Texas

## FILED AND RECORDED

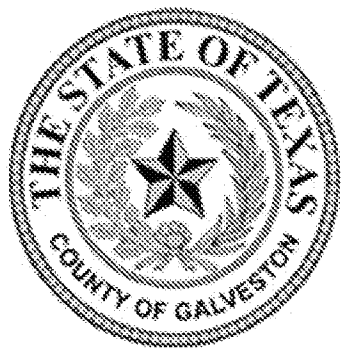
Instrument Number: 2021023831

Recording Fee: 58.00

Number Of Pages:10

Filing and Recording Date: 04/05/2021 1:44PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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**SECOND AMENDMENT TO THE  
DECLARATION OF RESTRICTIVE COVENANTS OF THE  
TOWER ROAD ESTATES SUBDIVISION**

This Second Amendment to the Declaration of Restrictive Covenants of the Tower Road Estates Subdivision (the "Second Amendment") is executed and entered into by Gordon Hall and Gregory Slone (collectively "Declarant") and amends the Declaration of Restrictive Covenants of the Tower Road Estates Subdivision executed on September 1, 2019 and filed of record in/under Clerk's File No. 2019057905 in the Official Public Records of Galveston County, Texas (the "Declaration") to wit:

**RECITALS**

WHEREAS, Declarant executed that one certain Declaration on September 1, 2019 and filed of record in/under Clerk's File No. 2019057905 in the Official Public Records of Galveston County;

WHEREAS, Declarant executed that one certain First Amendment to the Declaration on March 10, 2020 and filed of record in/under Clerk's File No. 2020026421 in the Official Public Records of Galveston County;

WHEREAS, the Declarant Control Period remains in effect as of the date of execution hereof pursuant to Article E(3) of the Declaration;

WHEREAS, the Declaration may be amended at any time by vote of 67.0% of Owners pursuant to Article J(4) of the Declaration;

NOW THEREFORE, in accordance with the Declaration, Declarant hereby amends the Declaration as follows:

1. The definition of "Street" shall be added to the Definitions Section and shall read as follows:

"Street" means the private access easement on the Plat known as North Tower Circle, East Tower Circle, South Tower Circle, and West Tower Circle.

2. The definition of "Common Area" shall be amended to read as follows:

"Common Area" means the Streets and all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

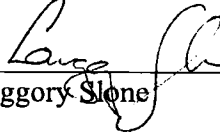
The foregoing amendments, having been approved, verified, and accepted by the undersigned Declarant, the Declaration, as modified and amended herein, is hereby ratified and confirmed as originally filed amended and restated.

Executed this 9<sup>th</sup> day of January 2021.

**DECLARANT**



Gordon Hall

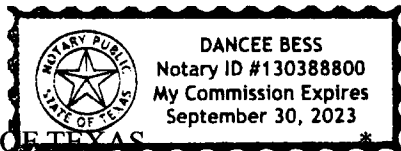


Gregory Slone

STATE OF TEXAS \*

COUNTY OF Galveston \*

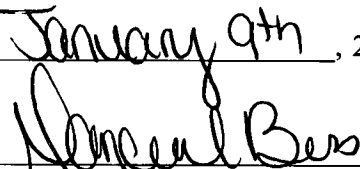
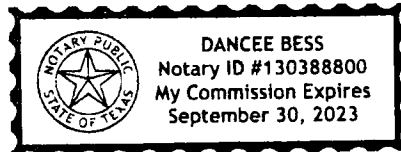
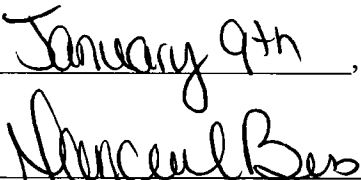
This instrument was acknowledged before me on January 9<sup>th</sup>, 2021, by Gordon Hall.



STATE OF TEXAS \*

COUNTY OF GALVESTON \*

This instrument was acknowledged before me on January 9<sup>th</sup>, 2021, by Gregory Slone.

  
Notary Public, State of Texas  
Notary Public, State of Texas

## FILED AND RECORDED

Instrument Number: 2021023827

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 04/05/2021 1:42PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

**FIRST AMENDMENT TO THE  
DECLARATION OF RESTRICTIVE COVENANTS OF THE  
TOWER ROAD ESTATES SUBDIVISION**

This First Amendment to the Declaration of Restrictive Covenants of the Tower Road Estates Subdivision (the "First Amendment") is executed and entered into by Gordon Hall and Gregory Slone (collectively "Declarant") and amends the Declaration of Restrictive Covenants of the Tower Road Estates Subdivision executed on September 1, 2019 and filed of record in/under Clerk's File No. 2019057905 in the Official Public Records of Galveston County, Texas (the "Declaration") to wit:

**RECITALS**

WHEREAS, Declarant executed that one certain Declaration on September 1, 2019 and filed of record in/under Clerk's File No. 2019057905 in the Official Public Records of Galveston County;

WHEREAS, the Declarant Control Period remains in effect as of the date of execution hereof pursuant to Article E(3) of the Declaration;

WHEREAS, the Declaration may be amended at any time by vote of 67.0% of Owners pursuant to Article J(4) of the Declaration;

NOW THEREFORE, in accordance with the Declaration, Declarant hereby amends the Declaration as follows:

1. The definition of "Plat" shall be amended to read as follows:

"Plat" means the plat of the Property recorded in/under Clerk's File No. 2019057904 of the real property records of Galveston County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration or any amendments thereto.

2. Article D(5)(d) of the Declaration shall be amended to read as follows:

*Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat except for Lots 9, 10, 11, 12, 13, and 14 of the Phase I Plat attached hereto as Exhibit "A" (collectively the "Phase I Inner Lots") and Lots 1, 2, 3, 4, 5, 6, 7, 8, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, and 45 of Exhibit A (collectively the "Phase I Outer Lots"). The setback lines for the Phase I Inner Lots shall be 40' feet. The setback lines for the Phase I Outer Lots shall be 50' feet. The setback lines for all other lots in Tower Road Estates Subdivision shall comply with the setback lines shown in said Plat as defined herein above. Each Residence must face the front Lot line. All structures must be located behind the

front wall of the Residence. All outbuildings, except garages, must not be visible from any street.

3. Article G(5)(a) of the Declaration shall be amended to read as follows:

*Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is Six Hundred and 00/100 Dollars (\$600.00) per lot.

4. The date listed in Article E(3)(b)(ii) of the Declaration shall be amended to January 1, 2024

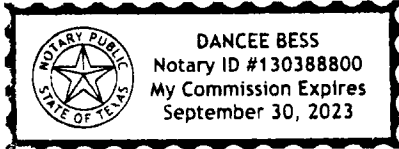
The foregoing amendments, having been approved, verified, and accepted by the undersigned Declarant, the Declaration, as modified and amended herein, is hereby ratified and confirmed as originally filed amended and restated.

Executed this 10<sup>th</sup> day of March, 2020.

DECLARANT  
[Signature]  
Gordon Hall  
[Signature]  
Greggory Slone

STATE OF TEXAS \*  
COUNTY OF Galveston \*

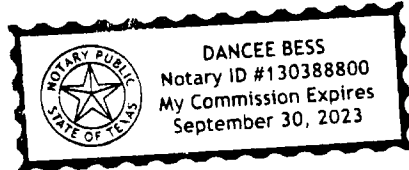
This instrument was acknowledged before me on March 10<sup>th</sup>, 2020, by Gordon Hall.



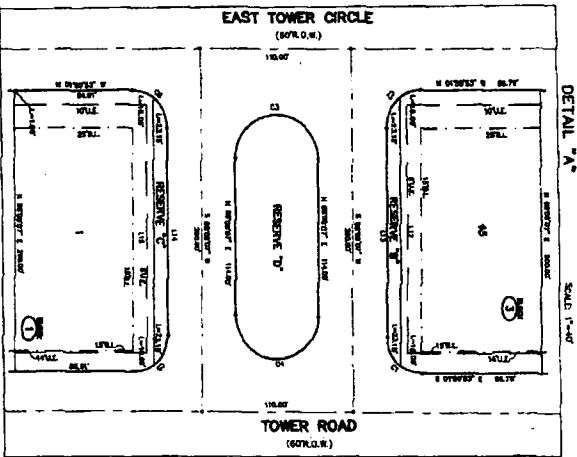
[Signature]  
Notary Public, State of Texas

STATE OF TEXAS \*  
COUNTY OF GALVESTON \*

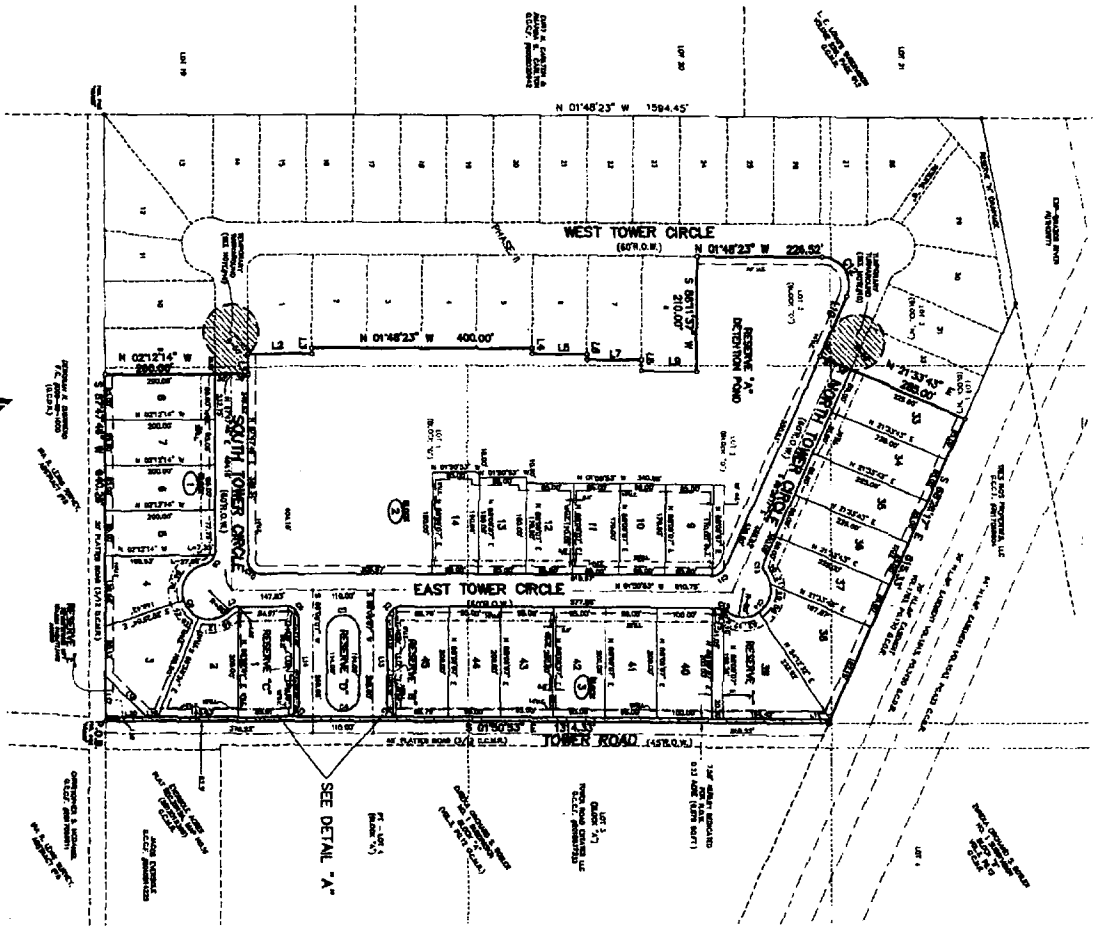
This instrument was acknowledged before me on March 10<sup>th</sup>, 2020, by Greggory Slone.



[Signature]  
Notary Public, State of Texas



| LOT | ACRES  | AREA (SQ. FT.) | AREA (ACRES) |
|-----|--------|----------------|--------------|
| 1   | 0.0000 | 0.00           | 0.0000       |
| 2   | 0.0000 | 0.00           | 0.0000       |
| 3   | 0.0000 | 0.00           | 0.0000       |
| 4   | 0.0000 | 0.00           | 0.0000       |
| 5   | 0.0000 | 0.00           | 0.0000       |
| 6   | 0.0000 | 0.00           | 0.0000       |
| 7   | 0.0000 | 0.00           | 0.0000       |
| 8   | 0.0000 | 0.00           | 0.0000       |
| 9   | 0.0000 | 0.00           | 0.0000       |
| 10  | 0.0000 | 0.00           | 0.0000       |
| 11  | 0.0000 | 0.00           | 0.0000       |
| 12  | 0.0000 | 0.00           | 0.0000       |
| 13  | 0.0000 | 0.00           | 0.0000       |
| 14  | 0.0000 | 0.00           | 0.0000       |
| 15  | 0.0000 | 0.00           | 0.0000       |
| 16  | 0.0000 | 0.00           | 0.0000       |
| 17  | 0.0000 | 0.00           | 0.0000       |
| 18  | 0.0000 | 0.00           | 0.0000       |
| 19  | 0.0000 | 0.00           | 0.0000       |
| 20  | 0.0000 | 0.00           | 0.0000       |
| 21  | 0.0000 | 0.00           | 0.0000       |
| 22  | 0.0000 | 0.00           | 0.0000       |
| 23  | 0.0000 | 0.00           | 0.0000       |
| 24  | 0.0000 | 0.00           | 0.0000       |
| 25  | 0.0000 | 0.00           | 0.0000       |
| 26  | 0.0000 | 0.00           | 0.0000       |
| 27  | 0.0000 | 0.00           | 0.0000       |
| 28  | 0.0000 | 0.00           | 0.0000       |
| 29  | 0.0000 | 0.00           | 0.0000       |
| 30  | 0.0000 | 0.00           | 0.0000       |
| 31  | 0.0000 | 0.00           | 0.0000       |
| 32  | 0.0000 | 0.00           | 0.0000       |
| 33  | 0.0000 | 0.00           | 0.0000       |
| 34  | 0.0000 | 0.00           | 0.0000       |
| 35  | 0.0000 | 0.00           | 0.0000       |
| 36  | 0.0000 | 0.00           | 0.0000       |
| 37  | 0.0000 | 0.00           | 0.0000       |
| 38  | 0.0000 | 0.00           | 0.0000       |
| 39  | 0.0000 | 0.00           | 0.0000       |
| 40  | 0.0000 | 0.00           | 0.0000       |
| 41  | 0.0000 | 0.00           | 0.0000       |
| 42  | 0.0000 | 0.00           | 0.0000       |
| 43  | 0.0000 | 0.00           | 0.0000       |
| 44  | 0.0000 | 0.00           | 0.0000       |
| 45  | 0.0000 | 0.00           | 0.0000       |
| 46  | 0.0000 | 0.00           | 0.0000       |
| 47  | 0.0000 | 0.00           | 0.0000       |
| 48  | 0.0000 | 0.00           | 0.0000       |
| 49  | 0.0000 | 0.00           | 0.0000       |
| 50  | 0.0000 | 0.00           | 0.0000       |
| 51  | 0.0000 | 0.00           | 0.0000       |
| 52  | 0.0000 | 0.00           | 0.0000       |
| 53  | 0.0000 | 0.00           | 0.0000       |
| 54  | 0.0000 | 0.00           | 0.0000       |
| 55  | 0.0000 | 0.00           | 0.0000       |
| 56  | 0.0000 | 0.00           | 0.0000       |
| 57  | 0.0000 | 0.00           | 0.0000       |
| 58  | 0.0000 | 0.00           | 0.0000       |
| 59  | 0.0000 | 0.00           | 0.0000       |
| 60  | 0.0000 | 0.00           | 0.0000       |
| 61  | 0.0000 | 0.00           | 0.0000       |
| 62  | 0.0000 | 0.00           | 0.0000       |
| 63  | 0.0000 | 0.00           | 0.0000       |
| 64  | 0.0000 | 0.00           | 0.0000       |
| 65  | 0.0000 | 0.00           | 0.0000       |
| 66  | 0.0000 | 0.00           | 0.0000       |
| 67  | 0.0000 | 0.00           | 0.0000       |
| 68  | 0.0000 | 0.00           | 0.0000       |
| 69  | 0.0000 | 0.00           | 0.0000       |
| 70  | 0.0000 | 0.00           | 0.0000       |
| 71  | 0.0000 | 0.00           | 0.0000       |
| 72  | 0.0000 | 0.00           | 0.0000       |
| 73  | 0.0000 | 0.00           | 0.0000       |
| 74  | 0.0000 | 0.00           | 0.0000       |
| 75  | 0.0000 | 0.00           | 0.0000       |
| 76  | 0.0000 | 0.00           | 0.0000       |
| 77  | 0.0000 | 0.00           | 0.0000       |
| 78  | 0.0000 | 0.00           | 0.0000       |
| 79  | 0.0000 | 0.00           | 0.0000       |
| 80  | 0.0000 | 0.00           | 0.0000       |
| 81  | 0.0000 | 0.00           | 0.0000       |
| 82  | 0.0000 | 0.00           | 0.0000       |
| 83  | 0.0000 | 0.00           | 0.0000       |
| 84  | 0.0000 | 0.00           | 0.0000       |
| 85  | 0.0000 | 0.00           | 0.0000       |
| 86  | 0.0000 | 0.00           | 0.0000       |
| 87  | 0.0000 | 0.00           | 0.0000       |
| 88  | 0.0000 | 0.00           | 0.0000       |
| 89  | 0.0000 | 0.00           | 0.0000       |
| 90  | 0.0000 | 0.00           | 0.0000       |
| 91  | 0.0000 | 0.00           | 0.0000       |
| 92  | 0.0000 | 0.00           | 0.0000       |
| 93  | 0.0000 | 0.00           | 0.0000       |
| 94  | 0.0000 | 0.00           | 0.0000       |
| 95  | 0.0000 | 0.00           | 0.0000       |
| 96  | 0.0000 | 0.00           | 0.0000       |
| 97  | 0.0000 | 0.00           | 0.0000       |
| 98  | 0.0000 | 0.00           | 0.0000       |
| 99  | 0.0000 | 0.00           | 0.0000       |
| 100 | 0.0000 | 0.00           | 0.0000       |



201905164



A CERTIFIED SURVEYOR  
 STATE OF TEXAS  
 SURVEYOR'S LICENSE NO. 11111  
 EXPIRES 08/31/2024



Gobbett & Associates  
 1000 West Loop South, Suite 1000  
 Houston, Texas 77027  
 Phone: (713) 865-1111  
 Fax: (713) 865-1112  
 Website: www.gobbett.com



ASSET 1 & 2  
 11/11/2019

| LOT | ACRES  | AREA (SQ. FT.) | AREA (ACRES) |
|-----|--------|----------------|--------------|
| 1   | 0.0000 | 0.00           | 0.0000       |
| 2   | 0.0000 | 0.00           | 0.0000       |
| 3   | 0.0000 | 0.00           | 0.0000       |
| 4   | 0.0000 | 0.00           | 0.0000       |
| 5   | 0.0000 | 0.00           | 0.0000       |
| 6   | 0.0000 | 0.00           | 0.0000       |
| 7   | 0.0000 | 0.00           | 0.0000       |
| 8   | 0.0000 | 0.00           | 0.0000       |
| 9   | 0.0000 | 0.00           | 0.0000       |
| 10  | 0.0000 | 0.00           | 0.0000       |
| 11  | 0.0000 | 0.00           | 0.0000       |
| 12  | 0.0000 | 0.00           | 0.0000       |
| 13  | 0.0000 | 0.00           | 0.0000       |
| 14  | 0.0000 | 0.00           | 0.0000       |
| 15  | 0.0000 | 0.00           | 0.0000       |
| 16  | 0.0000 | 0.00           | 0.0000       |
| 17  | 0.0000 | 0.00           | 0.0000       |
| 18  | 0.0000 | 0.00           | 0.0000       |
| 19  | 0.0000 | 0.00           | 0.0000       |
| 20  | 0.0000 | 0.00           | 0.0000       |
| 21  | 0.0000 | 0.00           | 0.0000       |
| 22  | 0.0000 | 0.00           | 0.0000       |
| 23  | 0.0000 | 0.00           | 0.0000       |
| 24  | 0.0000 | 0.00           | 0.0000       |
| 25  | 0.0000 | 0.00           | 0.0000       |
| 26  | 0.0000 | 0.00           | 0.0000       |
| 27  | 0.0000 | 0.00           | 0.0000       |
| 28  | 0.0000 | 0.00           | 0.0000       |
| 29  | 0.0000 | 0.00           | 0.0000       |
| 30  | 0.0000 | 0.00           | 0.0000       |
| 31  | 0.0000 | 0.00           | 0.0000       |
| 32  | 0.0000 | 0.00           | 0.0000       |
| 33  | 0.0000 | 0.00           | 0.0000       |
| 34  | 0.0000 | 0.00           | 0.0000       |
| 35  | 0.0000 | 0.00           | 0.0000       |
| 36  | 0.0000 | 0.00           | 0.0000       |
| 37  | 0.0000 | 0.00           | 0.0000       |
| 38  | 0.0000 | 0.00           | 0.0000       |
| 39  | 0.0000 | 0.00           | 0.0000       |
| 40  | 0.0000 | 0.00           | 0.0000       |
| 41  | 0.0000 | 0.00           | 0.0000       |
| 42  | 0.0000 | 0.00           | 0.0000       |
| 43  | 0.0000 | 0.00           | 0.0000       |
| 44  | 0.0000 | 0.00           | 0.0000       |
| 45  | 0.0000 | 0.00           | 0.0000       |
| 46  | 0.0000 | 0.00           | 0.0000       |
| 47  | 0.0000 | 0.00           | 0.0000       |
| 48  | 0.0000 | 0.00           | 0.0000       |
| 49  | 0.0000 | 0.00           | 0.0000       |
| 50  | 0.0000 | 0.00           | 0.0000       |
| 51  | 0.0000 | 0.00           | 0.0000       |
| 52  | 0.0000 | 0.00           | 0.0000       |
| 53  | 0.0000 | 0.00           | 0.0000       |
| 54  | 0.0000 | 0.00           | 0.0000       |
| 55  | 0.0000 | 0.00           | 0.0000       |
| 56  | 0.0000 | 0.00           | 0.0000       |
| 57  | 0.0000 | 0.00           | 0.0000       |
| 58  | 0.0000 | 0.00           | 0.0000       |
| 59  | 0.0000 | 0.00           | 0.0000       |
| 60  | 0.0000 | 0.00           | 0.0000       |
| 61  | 0.0000 | 0.00           | 0.0000       |
| 62  | 0.0000 | 0.00           | 0.0000       |
| 63  | 0.0000 | 0.00           | 0.0000       |
| 64  | 0.0000 | 0.00           | 0.0000       |
| 65  | 0.0000 | 0.00           | 0.0000       |
| 66  | 0.0000 | 0.00           | 0.0000       |
| 67  | 0.0000 | 0.00           | 0.0000       |
| 68  | 0.0000 | 0.00           | 0.0000       |
| 69  | 0.0000 | 0.00           | 0.0000       |
| 70  | 0.0000 | 0.00           | 0.0000       |
| 71  | 0.0000 | 0.00           | 0.0000       |
| 72  | 0.0000 | 0.00           | 0.0000       |
| 73  | 0.0000 | 0.00           | 0.0000       |
| 74  | 0.0000 | 0.00           | 0.0000       |
| 75  | 0.0000 | 0.00           | 0.0000       |
| 76  | 0.0000 | 0.00           | 0.0000       |
| 77  | 0.0000 | 0.00           | 0.0000       |
| 78  | 0.0000 | 0.00           | 0.0000       |
| 79  | 0.0000 | 0.00           | 0.0000       |
| 80  | 0.0000 | 0.00           | 0.0000       |
| 81  | 0.0000 | 0.00           | 0.0000       |
| 82  | 0.0000 | 0.00           | 0.0000       |
| 83  | 0.0000 | 0.00           | 0.0000       |
| 84  | 0.0000 | 0.00           | 0.0000       |
| 85  | 0.0000 | 0.00           | 0.0000       |
| 86  | 0.0000 | 0.00           | 0.0000       |
| 87  | 0.0000 | 0.00           | 0.0000       |
| 88  | 0.0000 | 0.00           | 0.0000       |
| 89  | 0.0000 | 0.00           | 0.0000       |
| 90  | 0.0000 | 0.00           | 0.0000       |
| 91  | 0.0000 | 0.00           | 0.0000       |
| 92  | 0.0000 | 0.00           | 0.0000       |
| 93  | 0.0000 | 0.00           | 0.0000       |
| 94  | 0.0000 | 0.00           | 0.0000       |
| 95  | 0.0000 | 0.00           | 0.0000       |
| 96  | 0.0000 | 0.00           | 0.0000       |
| 97  | 0.0000 | 0.00           | 0.0000       |
| 98  | 0.0000 | 0.00           | 0.0000       |
| 99  | 0.0000 | 0.00           | 0.0000       |
| 100 | 0.0000 | 0.00           | 0.0000       |

| LOT | ACRES  | AREA (SQ. FT.) | AREA (ACRES) |
|-----|--------|----------------|--------------|
| 1   | 0.0000 | 0.00           | 0.0000       |
| 2   | 0.0000 | 0.00           | 0.0000       |
| 3   | 0.0000 | 0.00           | 0.0000       |
| 4   | 0.0000 | 0.00           | 0.0000       |
| 5   | 0.0000 | 0.00           | 0.0000       |
| 6   | 0.0000 | 0.00           | 0.0000       |
| 7   | 0.0000 | 0.00           | 0.0000       |
| 8   | 0.0000 | 0.00           | 0.0000       |
| 9   | 0.0000 | 0.00           | 0.0000       |
| 10  | 0.0000 | 0.00           | 0.0000       |
| 11  | 0.0000 | 0.00           | 0.0000       |
| 12  | 0.0000 | 0.00           | 0.0000       |
| 13  | 0.0000 | 0.00           | 0.0000       |
| 14  | 0.0000 | 0.00           | 0.0000       |
| 15  | 0.0000 | 0.00           | 0.0000       |
| 16  | 0.0000 | 0.00           | 0.0000       |
| 17  | 0.0000 | 0.00           | 0.0000       |
| 18  | 0.0000 | 0.00           | 0.0000       |
| 19  | 0.0000 | 0.00           | 0.0000       |
| 20  | 0.0000 | 0.00           | 0.0000       |
| 21  | 0.0000 | 0.00           | 0.0000       |
| 22  | 0.0000 | 0.00           | 0.0000       |
| 23  | 0.0000 | 0.00           | 0.0000       |
| 24  | 0.0000 | 0.00           | 0.0000       |
| 25  | 0.0000 | 0.00           | 0.0000       |
| 26  | 0.0000 | 0.00           | 0.0000       |
| 27  | 0.0000 | 0.00           | 0.0000       |
| 28  | 0.0000 | 0.00           | 0.0000       |
| 29  | 0.0000 | 0.00           | 0.0000       |
| 30  | 0.0000 | 0.00           | 0.0000       |
| 31  | 0.0000 | 0.00           | 0.0000       |
| 32  | 0.0000 | 0.00           | 0.0000       |
| 33  | 0.0000 | 0.00           | 0.0000       |
| 34  | 0.0000 | 0.00           | 0.0000       |
| 35  | 0.0000 | 0.00           | 0.0000       |
| 36  | 0.0000 | 0.00           | 0.0000       |
| 37  | 0.0000 | 0.00           | 0.0000       |
| 38  | 0.0000 | 0.00           | 0.0000       |
| 39  | 0.0000 | 0.00           | 0.0000       |
| 40  | 0.0000 | 0.00           | 0.0000       |
| 41  | 0.0000 | 0.00           | 0.0000       |
| 42  | 0.0000 | 0.00           | 0.0000       |
| 43  | 0.0000 | 0.00           | 0.0000       |
| 44  | 0.0000 | 0.00           | 0.0000       |
| 45  | 0.0000 | 0.00           | 0.0000       |
| 46  | 0.0000 | 0.00           | 0.0000       |
| 47  | 0.0000 | 0.00           | 0.0000       |
| 48  | 0.0000 | 0.00           | 0.0000       |
| 49  | 0.0000 | 0.00           | 0.0000       |
| 50  | 0.0000 | 0.00           | 0.0000       |
| 51  | 0.0000 | 0.00           | 0.0000       |
| 52  | 0.0000 | 0.00           | 0.0000       |
| 53  | 0.0000 | 0.00           | 0.0000       |
| 54  | 0.0000 | 0.00           | 0.0000       |
| 55  | 0.0000 | 0.00           | 0.0000       |
| 56  | 0.0000 | 0.00           | 0.0000       |
| 57  | 0.0000 | 0.00           | 0.0000       |
| 58  | 0.0000 | 0.00           | 0.0000       |
| 59  | 0.0000 | 0.             |              |

## FILED AND RECORDED

Instrument Number: 2020026421

Recording Fee: 34.00

Number Of Pages:4

Filing and Recording Date: 05/18/2020 11:12AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*