

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

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

**Basic Information**

**Date:** October 31, 2022

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

**Declarant's Address:**

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

**Property Owners Association:**

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

**Property Owners Association's Address:**

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

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

**Recitals**

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

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

2022-2449-691

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

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

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

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

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

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

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

## **ARTICLE I DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II**

### **CLAUSES COVENANTS AND GENERAL RESTRICTIONS**

#### **A. Imposition of Covenants**

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

that the Subdivision is subject to the Covenants.

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

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

#### **B. Plat, Estates, and Easements**

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

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

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

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

#### **C. Use and Activities**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Mineral Production and Excavation.**

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

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

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

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

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

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

**D. Improvements, Utilities and Easements**

**1. Construction of Improvements.**

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

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

3. **Utilities**

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

4. **Easements**

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

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

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

### ARTICLE III

#### PROPERTY OWNERS ASSOCIATION

##### A. Establishment and Governance

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

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

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

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

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

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

## **B. Assessments**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **C. Remedial Rights**

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

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

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

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

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

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

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

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

#### **D. Maintenance Charges and Fund**

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

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

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

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

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

#### **E. Powers and Duties of Board**

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

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

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

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

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

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

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

## F. Common Area

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

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

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

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

## G. Enforcement

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

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

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

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

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

## H. General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BY: Greg Hendrix

Greg Hendrix, Manager

STATE OF TEXAS )

COUNTY OF POLK )

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



Melissa L. Hannah  
Notary Public, State of Texas

After recording, please return to:

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

✓ m. Hannah

FILED FOR RECORD

Nov 03 2022 09:27:48

Schelana Hock  
SCHELANA HOCK  
POLK COUNTY CLERK



PR

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

Schelana Hock  
COUNTY CLERK  
POLK COUNTY, TEXAS

Nov 03, 2022