

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE RANCHES AT LONE STAR RIDGE SUBDIVISION**

<b>STATE OF TEXAS</b>	§	
	§	<b>KNOWN ALL MEN BY THESE PRESENTS</b>
<b>COUNTY OF HOUSTON</b>	§	

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RANCHES AT LONE STAR RIDGE SUBDIVISION (the "Declaration") is made on the date hereinafter set forth by LSTXLP, LLC, a Florida Limited Liability Company, hereinafter referred to as "Developer".

**WITNESSETH:**

WHEREAS, Developer is the Owner of that certain Tract of land located in Houston County, Texas and containing 1,223.74 Acres more or less and being more fully described on the map and plat recorded under Clerk's Instrument # 20231633, Plat Map Volume 1, Page 242 of the Map and Plat Records of Houston County, Texas, hereinafter referred to as "Subdivision;"

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Subdivision in order to establish a uniform plan for its development, ensure the use of the Subdivision for residential purposes only, prevent nuisances, prevent the impairment of the value of the Subdivision, maintain the desired character of the community and ensure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts within the Subdivision, and to promote the health, safety and welfare of the residents within the Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes, and imposes upon the Subdivision, the following Restrictions for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Subdivision, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

**ARTICLE I  
DEFINITIONS**

1.01 Annual Assessment. "Annual Assessment" means the amount set forth in Section 5.01 hereof.

1.02 Assessment. "Assessment" means the Annual Assessment, Special Assessments or other charges, interest, penalties, and fees authorized by these Restrictions together with the

cost and expense incurred in collecting Assessments, including, but not limited to, court costs and attorney's fees.

1.03 Association. "Association" means and refers to the Lone Star Ridge Property Owners' Association, Inc. and its successors and assigns.

1.04 Board of Directors. "Board of Directors" means and refers to the Board of Directors of the Lone Star Ridge Property Owners' Association, Inc.

1.05 Bylaws. "Bylaws" mean the Bylaws of the Association as from time to time amended.

1.06 Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of the Lone Star Ridge Property Owners' Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.07 Common Area. "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, all roads and the entrance, together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

1.08 Common Area Expense. "Common Area Expense" means all expense necessary to maintain, replace, repair, and expand the Common Area as well as all necessary expense to operate the Association including, but not limited to, casualty and liability insurance, directors' and officers' liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) the cost of repair and maintenance of the roads, (b) mowing of the Common Areas (c) Common Area maintenance and replacement of landscaping, (d) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation, and welfare of the Members and maintain the Subdivision in an attractive manner.

1.09 Control Transfer Date. The "Control Transfer Date" shall mean the earlier date of: 1. Developer no longer owns any part of the entire Subdivision, including but not limited to Common Areas; 2. Fifteen (15) years from date of recordation of this Declaration; or 3. Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth in Section 6.01 hereof.

1.10 Developer. "Developer" means and refers to LSTXLP, LLC, a Florida Limited Liability Company, its successors, and assigns.

1.11 Improvement. "Improvement" means every structure and all appurtenances of

every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters . The term "Improvement" excludes the interior of each residence, guest quarters, barn or other approved building and the Board of Directors shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.12 Member. "Member" means and refers to every current Owner of a Tract.

1.13 Notice. Whenever any "notice" is required by this Declaration, such notices shall be in writing and shall be deemed received when actually received or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Tract Owner to keep the Association apprised of its current address.

1.14 Owner. "Owner" means and refers to the record owner, whether one or more persons or entities of the fee-simple title to any Tract(s) but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner.

1.15 Plat. "Plat" means and refers to the plat of The Ranches at Lone Star Ridge Subdivision filed on May 25, 2023, under Clerk's Instrument # 20231633, Plat Map Volume 1, Page 242 of the Map and Plat Records of Houston County, Texas.

1.16 Road. "Road" or "Roads" means property, or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners.

1.17 Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 5.02 hereof.

1.18 Subdivision. "Subdivision" means The Ranches at Lone Star Ridge Subdivision as shown on the recorded Plat.

1.19 Tract or Lot. "Tract" or "Lot" means the Individual Tracts of land, or lots identified on the Recorded Plat or any amendments thereto.

1.20 Vote of Members. "Vote of Members" means the affirmative vote of two thirds

(2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 4.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

## **ARTICLE II**

### **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

- Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to this Declaration which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof and shall inure to the benefit of each owner thereof.

- Utility and Drainage Easements.

- A drainage and utility easement measuring thirty feet (30') is reserved along the side and rear property lines for all Tracts in the Subdivision.
- An access and utility easement measuring thirty feet (30') in width is reserved on Tract 1 through Tract 13, Tract 21 through Tract 70, and Tract 72 through Tract 114. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 15 until the shared boundary line begins with Tract 54, where the easement is reduced to thirty feet (30') in width. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 16 through Tract 18. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 19 until the shared boundary line begins with Tract 21 and Tract 22.
- A utility easement measuring thirty feet (30') in width is reserved Tract 1 through Tract 13, Tract 16 through Tract 70, and Tract 72 through Tract 114. A utility easement measuring thirty feet (30') in width is reserved on each side of the access and utility easement on Tract 15 until the shared boundary line begins with Tract 54. The utility easements described under this Section are in addition to the access and utility easements stated above in Section B.
- Tract 1 and Tract 114 through Tract 121 contain an electric easement measuring eighty feet (80') in width to Houston County Electric Cooperative (HCEC) along FM1280.
- Tract 1 through Tract 5, Tract 11, Tract 57 through Tract 60, Tract 68 through Tract 70, Tract 74 through Tract 79, Tract 83 through Tract 85, Tract 103, and Tract 110 through Tract 114 contain a non-exclusive road easement to Joy McGill measuring forty feet (40') in width in order to provide access to an adjacent property owner. This non-exclusive road easement is contained within the access and utility

easements stated above in Section B.

- Tract 1 through Tract 5, Tract 11, Tract 37, Tract 38, Tract 43, Tract 57 through Tract 60, Tract 68 through Tract 70, and Tract 74 through Tract 78 contain a right-of-way easement to Continental Telephone of Texas measuring ten feet (10') in width.
- Tract 8 through Tract 10, Tract 12 through Tract 14, Tract 38, Tract 43 through Tract 45, Tract 55, Tract 59, Tract 60, Tract 68 through Tract 70, Tract 74, Tract 75, Tract 120, and Tract 121 contain an electric easement and right-of-way to Houston County Electric Cooperative (HCEC) measuring one hundred feet (100') in width.
- Tract 8 through Tract 10, Tract 12, Tract 13, Tract 55, Tract 56, Tract 58 through Tract 60, Tract 68, Tract 78, Tract 79, and Tract 121 contain segments of the Explorer Pipeline Company Easement together with a 28" Refined Liquid (Non-HVL) Interstate Transmission Pipeline operated by Explorer Pipeline Company.
- Tract 13 and Tract 15 contain an access and utility easement measuring sixty feet (60') in width in order to provide access and utilities to Tract 14.
- Tract 19 through Tract 25, Tract 52, and Tract 53 contain a right-of-way agreement to Samedan Oil Corporation measuring forty feet (40') in width.
- Tract 25 through Tract 30, and Tract 52 contain a pipeline right-of-way easement to Terrace Energy LLC measuring twenty feet (20') in width.
- Tract 19, Tract 23, Tract 24, Tract 53, Tract 60 through Tract 68, Tract 83, and Tract 84 contain a right-of-way easement to South Texas Gathering Company measuring twenty feet (20') in width together with a 4.5" natural gas gathering intrastate pipeline operated by Sandel Operating Company.
- Tract 72 and Tract 73 contain an access and utility easement measuring sixty feet (60') in width in order to provide access and utilities to Tract 71.
- Tract 115 and Tract 116 have access to FM1280 via a Shared Drive Easement measuring fifty feet (50') by fifty feet (50').
- Tract 117 and Tract 118 have access to FM1280 via a Shared Drive Easement measuring fifty feet (50') by fifty feet (50').

The drainage and utility easements shall be used for the construction, maintenance, and repair of

drainage and/or utilities, including but not limited to, electrical systems, electrical poles, drainage culverts or drainage facilities, and any other utilities which the Developer or utility providers may install for the benefit of the Tract Owners. The Developer reserves the right to grant specific utility easements without the joinder of any Tract Owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents, or employees to fences, shrubbery, trees and lawns or any other property of the Tract Owners located within the easements.

- Construction of Improvements on Utility Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

- Access. Access for Tract 115 through Tract 121 is by FM1280. Road Maintenance for FM1280 is the responsibility of TXDOT. Access for Tract 1 through Tract 114 within Phase 1 of The Ranches at Lone Star Ridge is by FM1280 and onto the Shared Private Roadway and Driveway Access Easement(s) within the Subdivision. Each property owner is responsible for their own driveway and culvert installation and maintenance.

- Road Maintenance. Roadway improvements associated with the Shared Private Roadway and Driveway Access Easement(s) within the Subdivision will be surfaced with limestone, consistent with the county road standards established by Houston County. Shared Private Roadway and Driveway Access Easement Maintenance is the responsibility of the Lone Star Ridge Property Owners' Association and does not constitute acceptance for maintenance purposes by Houston County. The Shared Private Roadway and Driveway Access Easement(s) within the Subdivision utilize naturally occurring features and ditches in order to promote effective drainage of the Shared Private Roadway and Driveway Access Easement(s). Tract Owners are not permitted to change, modify, remove, or relocate these naturally occurring features or ditches without the expressed written consent of the Lone Star Ridge Property Owners' Association, Inc.

- Mail Delivery. Community Mailbox Clusters will be located throughout the community within the access and utility easements in order to provide mail delivery for all

residents at The Ranches at Lone Star Ridge. The maintenance of the Community Mailbox Clusters is the responsibility of the POA.

### **ARTICLE III**

#### **USE RESTRICTIONS FOR TRACTS**

- Single Family. Except as specifically set forth in this Declaration, all Tracts shall be used for single family residential purposes only.
- Re-platting and Subdividing. No Tract may be subdivided into smaller Tracts.
- Construction Time. Any construction of any Improvement shall be completed, as to the exterior, within twelve (12) months from the construction commencement date.
- Setback Lines. Except for fencing, light posts, driveways, walkways and landscaping, no improvements shall be located nearer than: a) ninety feet (90') from the front property line of the Tract, and b) thirty feet (30') from the side and rear property lines of the Tract.
- No Mobile Homes. No mobile homes are permitted to be located on any Tract.
- Temporary Structures & Use of RVs. An Owner may use a recreational vehicle camper or motor home (Recreation Vehicle or "RV") for camping purposes no more than a total of one hundred eighty (180) days per calendar year. With written approval from the Board of Directors, an RV may be used as a temporary residence during construction, not to exceed twelve (12) months. RVs located on any Tract must comply with any and all building setbacks associated with the Subdivision.
- Junk Cars, Scrap, & Trash. No junk cars, abandoned cars, scrap, trash, or other debris may be placed on any Tract.
- Animals. No pigs or peacocks will be permitted on any Tract.
- Signs. No signs for advertising or billboards may be placed on any Tract, with the exception of one (1) professionally made "For Sale" sign. No "For Sale" sign(s) may be placed on any Tract by Owners until Developer has entirely sold out the Subdivision.
- Prohibited Activities and Nuisance. No activity, whether for profit or not, shall be conducted on any Tract which is not related to the occupation of the Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity and (c) no toxic substances are stored on the Tract. Nothing herein shall prohibit the use of home offices in

compliance with the preceding subsections (a), (b) and (c). This restriction is waived regarding the customary sales/rental activities required to sell or rent homes within the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on the Tract. No Owner shall be allowed to drive an 18 wheeler into the Subdivision on a regular basis; 18 wheelers are only allowed during construction or for deliveries.

- Mineral Development. No Owner shall be allowed to permit on their own behalf, commercial drilling, mineral development operations, mineral refining, quarrying, mining or water operation of any kind in, on or under any Tract owned by such Tract owner.

#### **ARTICLE IV** **THE LONE STAR RIDGE** **PROPERTY OWNERS' ASSOCIATION, INC.**

4.01 Non-Profit Corporation. The Lone Star Ridge Property Owners' Association, Inc., a non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

4.02 Bylaws. The Association has adopted, or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions hereof.

4.03 Membership. Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

4.04 Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Tract owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

#### **ARTICLE V** **ASSESSMENTS**



5.01 Assessments. Each Tract Owner by acceptance of a deed therefore, 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 the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors. An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.

- The initial amount of the Annual Assessment applicable to Tract 1 through Tract 114 shall be six hundred dollars (\$600.00). The Owner(s) of Tract 115 through Tract 121 are not required to pay the Annual Assessment due to the FM1280 access requirement for Tract 115 through Tract 121. The Annual Assessment is payable in advance and is due on the thirty first (31) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.

- The Board of Directors of the Association, by a vote at an open board meeting for which prior notice was given to Members in accordance with Section 209.0051(h) of the Texas Property Code, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

5.02 Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

5.03 Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

5.04 Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed, pursuant to the provisions of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with foreclosure pursuant to the provisions of the Texas Property Code, designate in writing a Trustee to post or cause to be posted

all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed of record in the Official Public Records of Real Property of Houston County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

It is the intent of the Provisions of this Section to comply with the provisions of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of the Texas Property Code, the Association, acting without joinder of any Owner or Mortgagee, may, by amendment to this Declaration, file any required amendments to this Declaration so as to comply with said amendments to the Texas Property Code or any other statute applicable to foreclosures.

**Notwithstanding anything contained this Article V, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code, as amended and supplemented from time to time.**

5.05 Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Owner by recording a Notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the

amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

5.06 Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid Assessments or other charges against said Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

5.07 Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any drainage easements, Common Areas, Common Area Expenses, the enforcement of this Declaration and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in this Declaration, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

5.08 Handling of Assessments. The collection and management of the Assessment shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer, and upon transfer, the Association, shall maintain a separate account for these funds.

5.09 Developer Exemption. Notwithstanding anything to the contrary contained herein, in consideration of Developer's installation of the Subdivision infrastructure, the Developer shall be exempt from the payment of all Assessments.

## **ARTICLE VI**

### **DEVELOPER'S RIGHTS AND RESERVATIONS**

6.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VII or the Control Transfer Date. Notwithstanding the foregoing, the Developer rights set forth in Sections 6.02, 6.03 and 6.04 shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Tracts in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to this Declaration. Developer's consent to any amendment shall not be construed as consent to any other amendment.

6.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision. The rights reserved to the Developer under this Section 6.02 apply to the entire Subdivision, including Tracts previously sold by the developer.

6.03 Developer's Rights to Convey Common Areas to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Areas at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or Association.

6.04 Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the

annexation thereof, to be recorded in the Official Public Records of Real Property of Houston County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to affect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with an interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

6.05 Developer Control of Association. Until such time Developer elects to establish the Association, all authority and powers reserved to the Association and the Board of Directors shall be held and exercised by the Developer. The initial Board of Directors of the Association shall be designated by the Developer. Notwithstanding any provision in this Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until the date one hundred twenty (120) days after the date seventy-five percent (75%) of the Lots that may be created and made subject to this Declaration are conveyed to Owners other than Declarant or a builder in the business of constructing homes who purchased the Lots from the Declarant for the purpose of selling completed dwellings built on the Lots (the "Initial Control Expiration Date"), or such earlier date as the determined by the Declarant in its sole discretion. Upon the Initial Control Expiration Date, or sooner as determined by Declarant in its sole discretion, the Board must hold a meeting of Members of the Association for the purpose of electing one-third ( $\frac{1}{3}$ ) of the members of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds ( $\frac{2}{3}$ ) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Control Transfer Date.

## **ARTICLE XII**

### **DUTIES AND POWERS OF THE PROPERTY OWNERS' ASSOCIATION**

7.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three (3) individuals serving three (3) year staggered terms, with the titles of President, Vice-President, and Secretary/Manager, being assigned annually by the board of Directors.

7.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any and all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of this Declaration. Property interest transferred to the Association by the Developer

may include fee simple title, easements, leasehold interests, and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable) but shall be subject to the terms of any declaration of covenants, conditions and restrictions or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the Developer or any affiliate of the developer including, but not limited to, any purchase price, rent charge or fee.

7.03 Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and director's liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

7.04 Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Tract Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

7.05 Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in this Declaration.

7.06 Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

7.07 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

7.09 Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. The rules and regulations may be enforced in the same manner as any other provision of this Declaration.

7.09 Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any

covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce this Declaration, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

7.10 Remedies. In the event a Tract Owner violates any of these Restrictions beyond the applicable notice and cure periods in accordance with Texas Property Code Section 209.0064, the Association, or its authorized representatives, may take any one or more of the following actions:

- Assess a charge of \$50.00 per day against any Owner and/or his Tract, with a single notice and opportunity for hearing pursuant to this Section, until the violating condition is corrected. The Violation charge may be increased by the Association by a vote of the Board at an open meeting in accordance with Texas Property Code Section 209.0051(h) with increases in the National Consumer Price Index using 2021 as a base year. Failure to pay such assessment by the violating Owner within the applicable notice and cure periods in accordance with Texas Property Code Section 209.0064 will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;
- File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity.

Unless, as specified below, the Association is not required to send a notice of violation to an Owner, the Association shall not impose any of the above remedies unless and until it gives written notice by verified mail to the Owner at the Owner's last known address (as shown in the Association's records), specifying: (i) the alleged violation and the amount due the Association; (ii) the action required to cure the violation (if the violation is "curable" as defined below); (iii) a reasonable time period during which the violation may be cured, if curable, which cure will allow the Owner to avoid a charge, fine or other enforcement; (iv) that the Owner may request a hearing, not later than thirty (30) days after the date the Owner receives the notice, and if such hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision by written notice to the Board of Directors; (v) that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501, et seq.), if the Owner is serving on active military duty; and (vi) that the Association may collect from such Owner reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing the terms of this Declaration, Bylaws, or other governing documents as the case may be. Notwithstanding any provision herein to the contrary, after a Owner receives the foregoing notice of a violation of this Declaration, the violating Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period.

For purposes hereof, a violation is "curable" if the violation is of a curable nature, as reasonably determined by the Board of Directors, and does not pose a threat to public health or safety. A violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident. For purposes of this Section, a violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For the avoidance of doubt, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. Incurable violations include, but are not limited to, (A) an act constituting a threat to health or safety, (B) an ongoing nuisance or noise violation, and (C) property damage, including the removal or alteration of landscape.

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 of Directors or before the Board of Directors if the Board of Directors does not appoint a committee. The Association shall hold a hearing not later than thirty (30) days after the date the Board of Directors receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than ten (10) days before the date of the hearing. The Board of Directors or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. If an Owner requests a hearing pursuant to this Section, in accordance with Section 209.007 of the Texas Property Code, the Association shall provide the requesting Owner with a packet containing all the documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing no later than ten (10) days before the scheduled hearing. If such packet is not provided to the requesting Owner within the time frame herein provided, the Owner shall be entitled to an automatic postponement of the hearing for a period no shorter than fifteen (15) days. During a hearing as herein contemplated, a member of the Board of Directors or designated representative of the Association shall first present the Association's case against the Owner and thereafter the Owner, or the Owner's designated representative shall be entitled to present the Owner's information and issues relevant to the dispute. An Owner is not liable for attorney's fees incurred by the Association relating to a matter described in this paragraph if the attorney's fees are incurred before the conclusion of the hearing or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs. The above notice and hearing provisions do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.

The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of this Declaration, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or



removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of this Declaration removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

7.11 Remedies Not Requiring Notice. The Board of Directors may take the following actions to obtain compliance with this Declaration, Bylaws, and other governing documents if applicable without prior notice or a hearing:

- to the extent permitted by applicable law, suspend a Member's right to vote in the Association if a Member is more than ninety (90) days delinquent in paying any Assessment;
- exercise self-help or take action to abate a violation on a Lot in any situation which requires prompt action to avoid potential injury, threat to public health or safety, or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of this Declaration);
- exercise self-help or take action to abate a violation occurring on the Common Areas, under any circumstances;
- require an Owner, at its own expense, to perform maintenance or to remove any structure or Improvement on such Owner's Lot that is in violation of this Declaration, the Bylaws, or other governing documents as applicable and to restore the property to its previous condition;
- enter a Lot and exercise self-help to remove or cure any violating condition if an Owner fails to take action as required pursuant to subsection 8.12(d) above, within ten (10) days after receipt of written notice to do so, and any such entry shall not be deemed a trespass;
- to the extent permitted by applicable law, bring a suit at law for monetary damages or in equity, or both, to stop or prevent any violation of this Declaration, the Bylaws, or other governing documents as applicable.

7.12 Application of Fees and Charges. Except as provided in Section 6.04 and 6.05 of these Restrictions, a payment received by the Association from the Owner of a Tract shall be applied to the Owner's debts in the following order of priority in accordance with Texas Property Code Section 209.0063(a):

- Any delinquent Assessment;
- Any current Assessment;

- Any reasonable attorney's fees or reasonable third party collection costs incurred by the Association solely with Assessments or any other charge that could provide the basis for foreclosure;
- Any reasonable attorney's fees incurred by the Association that are not subject to Section 7.12(c);
- Any reasonable fines assessed by the Association; and
- Any other reasonable amount owed to the Association.

### **ARTICLE XIII** **GENERAL PROVISIONS**

8.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date this Declaration is recorded. This Declaration shall be automatically extended for successive periods of twenty (20) years each time unless this Declaration is cancelled by a two-thirds (2/3) majority Vote of the Members and an appropriate document is recorded evidencing the cancellation of this Declaration.

8.02 Amendments. Except for any amendment affecting any existing Improvements, this Declaration may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority Vote of the Members. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

8.03 Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record so long as the Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by this Declaration.

8.04 Severability. Each of these provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

8.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

8.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

8.07 Effect of Violation on Mortgages. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

8.08 Terminology. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neutral gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of this Declaration. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

LSTXLP, LLC a Florida Limited Liability Company

By: Magnolia Land Management, LLC, a Florida Limited Liability Company, Sole Manager of LSTXLP, LLC a Florida Limited Liability Company

By: Leonard Simmons  
Leonard Simmons Authorized Agent for Magnolia Land Management, LLC

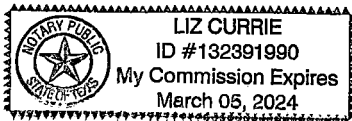
STATE OF Texas

COUNTY OF Houston

§  
§  
§

This instrument was acknowledged before me on this the 10 day of June, 2023, by Leonard Simmons in the capacity therein stated and as the act and deed of said company.

[Signature]  
Notary Public, State of Texas



Terri Meadows  
COUNTY CLERK



401 East Houston Avenue, First Floor  
Crockett, TX 75835  
PHONE (936) 544-3255, ext. 242

**DO NOT DESTROY**

**WARNING-THIS IS PART OF THE OFFICIAL RECORD**

INSTRUMENT NO. 20231813

FILED FOR RECORD ON : 6/6/23 3:47 PM

Book:

Page:

# of Pages: 21

SUBMITTER: RUSTY SIMMONS

RETURN TO:

LEONARD SIMMONS

PICK UP

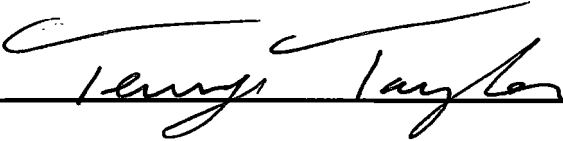
Grantor	LSTXLP, LLC
Grantee	THE RANCHES AT LONE STAR RIDGE SUBDIVISION

I hereby certify that this instrument was FILED in file number Sequence  
on the date and at the time stamped here on by me and was duly  
RECORDED in the Official Public Records of Houston County County,  
TX.

Terri Meadows

County Clerk, Houston County County, Texas

BY:

  
Deputy

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW**

**RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE RANCHES AT LONE STAR RIDGE SUBDIVISION**

<b>STATE OF TEXAS</b>	§	
	§	<b>KNOWN ALL MEN BY THESE PRESENTS</b>
<b>COUNTY OF HOUSTON</b>	§	

**REFERENCE INSTRUMENT NUMBER 20231813**

**This Restated Declaration of Covenants, Conditions, and Restrictions for The Ranches at Lone Star Ridge Subdivision** is hereby made on this the 2nd day of AUGUST, 2023, by LSTXLP, LLC, a Florida Limited Liability Company (the "Developer") for itself, its successors or assigns, wherein the Developer hereby makes the following amendments, declarations and submissions to the Declaration of Covenants, Conditions and Restrictions, Charges and Liens for The Ranches at Lone Star Ridge Subdivision, as of record under Clerk's Instrument # 20231813, Register's Office for Houston County, Texas. **The re-recording of this document is to correctly identify the Article Numbers / Paragraphs in the Original Document recorded under Clerk's Instrument #20231813, Register's Office for Houston County, Texas on June 6, 2023. ALL RESTRICTIONS CONTAINED IN THIS DOCUMENT REMAIN IN FULL EFFECT.**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RANCHES AT LONE STAR RIDGE SUBDIVISION (the "Declaration") is made on the date hereinafter set forth by LSTXLP, LLC, a Florida Limited Liability Company, hereinafter referred to as "Developer".

**WITNESSETH:**

WHEREAS, Developer is the Owner of that certain Tract of land located in Houston County, Texas and containing 1,223.74 Acres more or less and being more fully described on the map and plat recorded under Clerk's Instrument # 20231633, Plat Map Volume 1, Page 242 of the Map and Plat Records of Houston County, Texas, hereinafter referred to as "Subdivision;"

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Subdivision in order to establish a uniform plan for its development, ensure the use of the Subdivision for residential purposes only, prevent nuisances, prevent the impairment of the value of the Subdivision, maintain the desired character of the community and ensure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts within the Subdivision, and to promote the health, safety and welfare of the residents within the Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes, and imposes upon the Subdivision, the following Restrictions for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Subdivision, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

## **ARTICLE I**

### **DEFINITIONS**

1.01 **Annual Assessment.** “Annual Assessment” means the amount set forth in Section 5.01 hereof.

1.02 **Assessment.** “Assessment” means the Annual Assessment, Special Assessments or other charges, interest, penalties, and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to, court costs and attorney’s fees.

1.03 **Association.** “Association” means and refers to the Lone Star Ridge Property Owners’ Association, Inc. and its successors and assigns.

1.04 **Board of Directors.** “Board of Directors” means and refers to the Board of Directors of the Lone Star Ridge Property Owners’ Association, Inc.

1.05 **Bylaws.** “Bylaws” mean the Bylaws of the Association as from time to time amended.

1.06 **Certificate of Formation.** “Certificate of Formation” shall mean the Certificate of Formation of the Lone Star Ridge Property Owners’ Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.07 **Common Area.** “Common Area” means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, all roads and the entrance, together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

1.08 **Common Area Expense.** “Common Area Expense” means all expense necessary to maintain, replace, repair, and expand the Common Area as well as all necessary expense to operate the Association including, but not limited to, casualty and liability insurance, directors’ and officers’ liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) the cost of repair and maintenance of the roads, (b) mowing of the Common Areas (c) Common Area maintenance and replacement of landscaping, (d) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation, and welfare of the Members and maintain the Subdivision in an attractive manner.

1.09 **Control Transfer Date.** The “Control Transfer Date” shall mean the earlier date of: 1. Developer no longer owns any part of the entire Subdivision, including but not limited to Common Areas; 2. Fifteen (15) years from date of recordation of this Declaration; or 3. Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth in Section 6.01 hereof.

1.10 **Developer.** “Developer” means and refers to LSTXLP, LLC, a Florida Limited Liability Company, its successors, and assigns.

1.11 Improvement. "Improvement" means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of each residence, guest quarters, barn or other approved building and the Board of Directors shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.12 Member. "Member" means and refers to every current Owner of a Tract.

1.13 Notice. Whenever any "notice" is required by this Declaration, such notices shall be in writing and shall be deemed received when actually received or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Tract Owner to keep the Association apprised of its current address.

1.14 Owner. "Owner" means and refers to the record owner, whether one or more persons or entities of the fee-simple title to any Tract(s) but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner.

1.15 Plat. "Plat" means and refers to the plat of The Ranches at Lone Star Ridge Subdivision filed on May 25, 2023, under Clerk's Instrument # 20231633, Plat Map Volume 1, Page 242 of the Map and Plat Records of Houston County, Texas.

1.16 Road. "Road" or "Roads" means property, or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners.

1.17 Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 5.02 hereof.

1.18 Subdivision. "Subdivision" means The Ranches at Lone Star Ridge Subdivision as shown on the recorded Plat.

1.19 Tract or Lot. "Tract" or "Lot" means the Individual Tracts of land, or lots identified on the Recorded Plat or any amendments thereto.

1.20 Vote of Members. "Vote of Members" means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 4.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.



**ARTICLE II**  
**RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

2.01 Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to this Declaration which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof and shall inure to the benefit of each owner thereof.

2.02 Utility and Drainage Easements.

- A. A drainage and utility easement measuring thirty feet (30') is reserved along the side and rear property lines for all Tracts in the Subdivision.
- B. An access and utility easement measuring thirty feet (30') in width is reserved on Tract 1 through Tract 13, Tract 21 through Tract 70, and Tract 72 through Tract 114. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 15 until the shared boundary line begins with Tract 54, where the easement is reduced to thirty feet (30') in width. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 16 through Tract 18. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 19 until the shared boundary line begins with Tract 21 and Tract 22.
- C. A utility easement measuring thirty feet (30') in width is reserved Tract 1 through Tract 13, Tract 16 through Tract 70, and Tract 72 through Tract 114. A utility easement measuring thirty feet (30') in width is reserved on each side of the access and utility easement on Tract 15 until the shared boundary line begins with Tract 54. The utility easements described under this Section are in addition to the access and utility easements stated above in Section B.
- D. Tract 1 and Tract 114 through Tract 121 contain an electric easement measuring eighty feet (80') in width to Houston County Electric Cooperative (HCEC) along FM1280.
- E. Tract 1 through Tract 5, Tract 11, Tract 57 through Tract 60, Tract 68 through Tract 70, Tract 74 through Tract 79, Tract 83 through Tract 85, Tract 103, and Tract 110 through Tract 114 contain a non-exclusive road easement to Joy McGill measuring forty feet (40') in width in order to provide access to an adjacent property owner. This non-exclusive road easement is contained within the access and utility easements stated above in Section B.
- F. Tract 1 through Tract 5, Tract 11, Tract 37, Tract 38, Tract 43, Tract 57 through Tract 60, Tract 68 through Tract 70, and Tract 74 through Tract 78 contain a right-of-way easement to Continental Telephone of Texas measuring ten feet (10') in width.
- G. Tract 8 through Tract 10, Tract 12 through Tract 14, Tract 38, Tract 43 through Tract 45, Tract 55, Tract 59, Tract 60, Tract 68 through Tract 70, Tract 74, Tract 75, Tract 120, and Tract 121 contain an electric easement and right-of-way to Houston County Electric Cooperative (HCEC) measuring one hundred feet (100') in width.

- H. Tract 8 through Tract 10, Tract 12, Tract 13, Tract 55, Tract 56, Tract 58 through Tract 60, Tract 68, Tract 78, Tract 79, and Tract 121 contain segments of the Explorer Pipeline Company Easement together with a 28" Refined Liquid (Non-HVL) Interstate Transmission Pipeline operated by Explorer Pipeline Company.
- I. Tract 13 and Tract 15 contain an access and utility easement measuring sixty feet (60') in width in order to provide access and utilities to Tract 14.
- J. Tract 19 through Tract 25, Tract 52, and Tract 53 contain a right-of-way agreement to Samedan Oil Corporation measuring forty feet (40') in width.
- K. Tract 25 through Tract 30, and Tract 52 contain a pipeline right-of-way easement to Terrace Energy LLC measuring twenty feet (20') in width.
- L. Tract 19, Tract 23, Tract 24, Tract 53, Tract 60 through Tract 68, Tract 83, and Tract 84 contain a right-of-way easement to South Texas Gathering Company measuring twenty feet (20') in width together with a 4.5" natural gas gathering intrastate pipeline operated by Sandel Operating Company.
- M. Tract 72 and Tract 73 contain an access and utility easement measuring sixty feet (60') in width in order to provide access and utilities to Tract 71.
- N. Tract 115 and Tract 116 have access to FM1280 via a Shared Drive Easement measuring fifty feet (50') by fifty feet (50').
- O. Tract 117 and Tract 118 have access to FM1280 via a Shared Drive Easement measuring fifty feet (50') by fifty feet (50').

The drainage and utility easements shall be used for the construction, maintenance, and repair of drainage and/or utilities, including but not limited to, electrical systems, electrical poles, drainage culverts or drainage facilities, and any other utilities which the Developer or utility providers may install for the benefit of the Tract Owners. The Developer reserves the right to grant specific utility easements without the joinder of any Tract Owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents, or employees to fences, shrubbery, trees and lawns or any other property of the Tract Owners located within the easements.

**2.03 Construction of Improvements on Utility Easements.** No buildings or walls shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive,

landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

2.04 Access. Access for Tract 115 through Tract 121 is by FM1280. Road Maintenance for FM1280 is the responsibility of TXDOT. Access for Tract 1 through Tract 114 within Phase 1 of The Ranches at Lone Star Ridge is by FM1280 and onto the Shared Private Roadway and Driveway Access Easement(s) within the Subdivision. Each property owner is responsible for their own driveway and culvert installation and maintenance.

2.05 Road Maintenance. Roadway improvements associated with the Shared Private Roadway and Driveway Access Easement(s) within the Subdivision will be surfaced with limestone, consistent with the county road standards established by Houston County. Shared Private Roadway and Driveway Access Easement Maintenance is the responsibility of the Lone Star Ridge Property Owners' Association and does not constitute acceptance for maintenance purposes by Houston County. The Shared Private Roadway and Driveway Access Easement(s) within the Subdivision utilize naturally occurring features and ditches in order to promote effective drainage of the Shared Private Roadway and Driveway Access Easement(s). Tract Owners are not permitted to change, modify, remove, or relocate these naturally occurring features or ditches without the expressed written consent of the Lone Star Ridge Property Owners' Association, Inc.

2.06 Mail Delivery. Community Mailbox Clusters will be located throughout the community within the access and utility easements in order to provide mail delivery for all residents at The Ranches at Lone Star Ridge. The maintenance of the Community Mailbox Clusters is the responsibility of the POA.

### **ARTICLE III**

#### **USE RESTRICTIONS FOR TRACTS**

3.01 Single Family. Except as specifically set forth in this Declaration, all Tracts shall be used for single family residential purposes only.

3.02 Re-platting and Subdividing. No Tract may be subdivided into smaller Tracts.

3.03 Construction Time. Any construction of any Improvement shall be completed, as to the exterior, within twelve (12) months from the construction commencement date.

3.04 Setback Lines. Except for fencing, light posts, driveways, walkways and landscaping, no improvements shall be located nearer than: a) ninety feet (90') from the front property line of the Tract, and b) thirty feet (30') from the side and rear property lines of the Tract.

3.05 No Mobile Homes. No mobile homes are permitted to be located on any Tract.

3.06 Temporary Structures & Use of RVs. An Owner may use a recreational vehicle camper or motor home (Recreation Vehicle or "RV") for camping purposes no more than a total of

one hundred eighty (180) days per calendar year. With written approval from the Board of Directors, an RV may be used as a temporary residence during construction, not to exceed twelve (12) months. RVs located on any Tract must comply with any and all building setbacks associated with the Subdivision.

3.07 Junk Cars, Scrap, & Trash. No junk cars, abandoned cars, scrap, trash, or other debris may be placed on any Tract.

3.08 Animals. No pigs or peacocks will be permitted on any Tract.

3.09 Signs. No signs for advertising or billboards may be placed on any Tract, with the exception of one (1) professionally made "For Sale" sign. No "For Sale" sign(s) may be placed on any Tract by Owners until Developer has entirely sold out the Subdivision.

3.10 Prohibited Activities and Nuisance. No activity, whether for profit or not, shall be conducted on any Tract which is not related to the occupation of the Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity and (c) no toxic substances are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived regarding the customary sales/rental activities required to sell or rent homes within the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on the Tract. No Owner shall be allowed to drive an 18 wheeler into the Subdivision on a regular basis; 18 wheelers are only allowed during construction or for deliveries.

3.11 Mineral Development. No Owner shall be allowed to permit on their own behalf, commercial drilling, mineral development operations, mineral refining, quarrying, mining or water operation of any kind in, on or under any Tract owned by such Tract owner.

#### **ARTICLE IV** **THE LONE STAR RIDGE** **PROPERTY OWNERS' ASSOCIATION, INC.**

4.01 Non-Profit Corporation. The Lone Star Ridge Property Owners' Association, Inc., a non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

4.02 Bylaws. The Association has adopted, or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions hereof.

4.03 Membership. Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts.

Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

4.04 Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Tract owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

## **ARTICLE V** **ASSESSMENTS**

5.01 Assessments. Each Tract Owner by acceptance of a deed therefore, 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 the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors. An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.

(a) The initial amount of the Annual Assessment applicable to each Tract shall be six hundred dollars (\$600.00). The Annual Assessment is payable in advance and is due on the thirty first (31) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.

(b) The Board of Directors of the Association, by a vote at an open board meeting for which prior notice was given to Members in accordance with Section 209.0051(h) of the Texas Property Code, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

5.02 Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

5.03 Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

5.04 Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed, pursuant to the provisions of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with foreclosure pursuant to the provisions of the Texas Property Code, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed of record in the Official Public Records of Real Property of Houston County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

It is the intent of the Provisions of this Section to comply with the provisions of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of the Texas Property Code, the Association, acting without joinder of any Owner or Mortgagee, may, by amendment to this Declaration, file any required amendments to this Declaration so as to comply with said amendments to the Texas Property Code or any other statute applicable to foreclosures.

**Notwithstanding anything contained this Article V, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code, as amended and supplemented from time to time.**

5.05 Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Owner by recording a

Notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

5.06 Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid Assessments or other charges against said Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

5.07 Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any drainage easements, Common Areas, Common Area Expenses, the enforcement of this Declaration and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in this Declaration, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

5.08 Handling of Assessments. The collection and management of the Assessment shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer, and upon transfer, the Association, shall maintain a separate account for these funds.

5.09 Developer Exemption. Notwithstanding anything to the contrary contained herein, in consideration of Developer's installation of the Subdivision infrastructure, the Developer shall be exempt from the payment of all Assessments.

## **ARTICLE VI**

### **DEVELOPER'S RIGHTS AND RESERVATIONS**

6.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VII or the Control Transfer Date. Notwithstanding the foregoing, the Developer rights set forth in Sections 6.02, 6.03 and 6.04 shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Tracts in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to this Declaration. Developer's consent to any amendment shall not be construed as consent to any other amendment.

6.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision. The rights reserved to the Developer under this Section 6.02 apply to the entire Subdivision, including Tracts previously sold by the developer.

6.03 Developer's Rights to Convey Common Areas to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Areas at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or Association.

6.04 Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Houston County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to affect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with an interest. Thereafter, the



Association shall be the Association for the entirety of the Development, including the annexed property.

**6.05 Developer Control of Association.** Until such time Developer elects to establish the Association, all authority and powers reserved to the Association and the Board of Directors shall be held and exercised by the Developer. The initial Board of Directors of the Association shall be designated by the Developer. Notwithstanding any provision in this Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until the date one hundred twenty (120) days after the date seventy-five percent (75%) of the Lots that may be created and made subject to this Declaration are conveyed to Owners other than Declarant or a builder in the business of constructing homes who purchased the Lots from the Declarant for the purpose of selling completed dwellings built on the Lots (the "Initial Control Expiration Date"), or such earlier date as the determined by the Declarant in its sole discretion. Upon the Initial Control Expiration Date, or sooner as determined by Declarant in its sole discretion, the Board must hold a meeting of Members of the Association for the purpose of electing one-third ( $\frac{1}{3}$ ) of the members of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds ( $\frac{2}{3}$ ) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Control Transfer Date.

## **ARTICLE XII**

### **DUTIES AND POWERS OF THE PROPERTY OWNERS' ASSOCIATION**

**7.01 General Duties and Powers of the Association.** The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three (3) individuals serving three (3) year staggered terms, with the titles of President, Vice-President, and Secretary/Manager, being assigned annually by the board of Directors.

**7.02 Duty to Accept the Property and Facilities Transferred by Developer.** The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any and all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of this Declaration. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests, and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable) but shall be subject to the terms of any declaration of covenants, conditions and restrictions or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose

upon the Association any obligation to make monetary payments to the Developer or any affiliate of the developer including, but not limited to, any purchase price, rent charge or fee.

7.03 Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and director's liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

7.04 Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Tract Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

7.05 Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in this Declaration.

7.06 Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

7.07 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

7.09 Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. The rules and regulations may be enforced in the same manner as any other provision of this Declaration.

7.09 Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce this Declaration, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

7.10 Remedies. In the event a Tract Owner violates any of these Restrictions beyond the applicable notice and cure periods in accordance with Texas Property Code Section 209.0064, the Association, or its authorized representatives, may take any one or more of the following actions:

(a) Assess a charge of \$50.00 per day against any Owner and/or his Tract, with a single notice and opportunity for hearing pursuant to this Section, until the violating condition is corrected. The Violation charge may be increased by the Association by a vote of the Board at an open meeting in accordance with Texas Property Code Section 209.0051(h) with increases in the National Consumer Price Index using 2021 as a base year. Failure to pay such assessment by the violating Owner within the applicable notice and cure periods in accordance with Texas Property Code Section 209.0064 will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;

(b) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity.

Unless, as specified below, the Association is not required to send a notice of violation to an Owner, the Association shall not impose any of the above remedies unless and until it gives written notice by verified mail to the Owner at the Owner's last known address (as shown in the Association's records), specifying: (i) the alleged violation and the amount due the Association; (ii) the action required to cure the violation (if the violation is "curable" as defined below); (iii) a reasonable time period during which the violation may be cured, if curable, which cure will allow the Owner to avoid a charge, fine or other enforcement; (iv) that the Owner may request a hearing, not later than thirty (30) days after the date the Owner receives the notice, and if such hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision by written notice to the Board of Directors; (v) that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501, et seq.), if the Owner is serving on active military duty; and (vi) that the Association may collect from such Owner reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing the terms of this Declaration, Bylaws, or other governing documents as the case may be. Notwithstanding any provision herein to the contrary, after a Owner receives the foregoing notice of a violation of this Declaration, the violating Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period.

For purposes hereof, a violation is "curable" if the violation is of a curable nature, as reasonably determined by the Board of Directors, and does not pose a threat to public health or safety. A violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident. For purposes of this Section, a violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For the avoidance of doubt, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. Uncurable violations include, but are not limited to, (A) an act constituting a threat to health or safety, (B) an ongoing nuisance or noise violation, and (C) property damage, including the removal or alteration of landscape.

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 of Directors or before the Board of Directors if the Board of Directors does not appoint a committee. The Association shall hold a hearing not later than thirty

(30) days after the date the Board of Directors receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than ten (10) days before the date of the hearing. The Board of Directors or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. If an Owner requests a hearing pursuant to this Section, in accordance with Section 209.007 of the Texas Property Code, the Association shall provide the requesting Owner with a packet containing all the documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing no later than ten (10) days before the scheduled hearing. If such packet is not provided to the requesting Owner within the time frame herein provided, the Owner shall be entitled to an automatic postponement of the hearing for a period no shorter than fifteen (15) days. During a hearing as herein contemplated, a member of the Board of Directors or designated representative of the Association shall first present the Associations' case against the Owner and thereafter the Owner, or the Owner's designated representative shall be entitled to present the Owner's information and issues relevant to the dispute. An Owner is not liable for attorney's fees incurred by the Association relating to a matter described in this paragraph if the attorney's fees are incurred before the conclusion of the hearing or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs. The above notice and hearing provisions do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.

The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of this Declaration, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of this Declaration removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

**7.11 Remedies Not Requiring Notice.** The Board of Directors may take the following actions to obtain compliance with this Declaration, Bylaws, and other governing documents if applicable without prior notice or a hearing:

- (a) to the extent permitted by applicable law, suspend a Member's right to vote in the Association if a Member is more than ninety (90) days delinquent in paying any Assessment;
- (b) exercise self-help or take action to abate a violation on a Lot in any situation which requires prompt action to avoid potential injury, threat to public health or safety, or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of this Declaration);
- (c) exercise self-help or take action to abate a violation occurring on the Common Areas, under any circumstances;
- (d) require an Owner, at its own expense, to perform maintenance or to remove any structure or

Improvement on such Owner's Lot that is in violation of this Declaration, the Bylaws, or other governing documents as applicable and to restore the property to its previous condition;

- (e) enter a Lot and exercise self-help to remove or cure any violating condition if an Owner fails to take action as required pursuant to subsection 8.12(d) above, within ten (10) days after receipt of written notice to do so, and any such entry shall not be deemed a trespass;
- (f) to the extent permitted by applicable law, bring a suit at law for monetary damages or in equity, or both, to stop or prevent any violation of this Declaration, the Bylaws, or other governing documents as applicable.

7.12 Application of Fees and Charges. Except as provided in Section 6.04 and 6.05 of these Restrictions, a payment received by the Association from the Owner of a Tract shall be applied to the Owner's debts in the following order of priority in accordance with Texas Property Code Section 209.0063(a):

- (a) Any delinquent Assessment;
- (b) Any current Assessment;
- (c) Any reasonable attorney's fees or reasonable third party collection costs incurred by the Association solely with Assessments or any other charge that could provide the basis for foreclosure;
- (d) Any reasonable attorney's fees incurred by the Association that are not subject to Section 7.12(c);
- (e) Any reasonable fines assessed by the Association; and
- (f) Any other reasonable amount owed to the Association.

### **ARTICLE XIII** **GENERAL PROVISIONS**

8.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date this Declaration is recorded. This Declaration shall be automatically extended for successive periods of twenty (20) years each time unless this Declaration is cancelled by a two-thirds (2/3) majority Vote of the Members and an appropriate document is recorded evidencing the cancellation of this Declaration.

8.02 Amendments. Except for any amendment affecting any existing Improvements, this Declaration may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority Vote of the Members. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

8.03 Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record so long as the Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by this Declaration.

8.04 Severability. Each of these provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

8.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

8.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

8.07 Effect of Violation on Mortgages. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

8.08 Terminology. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neutral gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of this Declaration. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the 2nd day of AUGUST, 2023.

LSTXLP, LLC a Florida Limited Liability Company

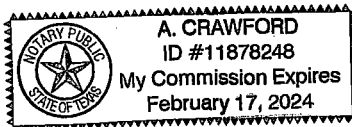
By: Magnolia Land Management, LLC, a Florida Limited Liability Company, Sole Manager of LSTXLP, LLC a Florida Limited Liability Company

By: Leonard Simmons  
Leonard Simmons, Authorized Agent for Magnolia Land Management, LLC

STATE OF Texas §  
COUNTY OF Houston §  
§

This instrument was acknowledged before me on this the 2 day of August, 2023, by Leonard Simmons in the capacity therein stated and as the act and deed of said company.

[Signature]  
Notary Public, State of Texas



Terri Meadows  
COUNTY CLERK



401 East Houston Avenue, First Floor  
Crockett, TX 75835  
PHONE (936) 544-3255, ext. 242

**DO NOT DESTROY**

**WARNING-THIS IS PART OF THE OFFICIAL RECORD**

INSTRUMENT NO. 20232512  
FILED FOR RECORD ON : 8/2/23 11:03 AM  
SUBMITTER: LEONARD SIMMONS  
RETURN TO:

Book: Page:  
# of Pages: 19

LEONARD SIMMONS  
PICK UP

Grantor LSTXLP, LLC  
Grantee PUBLIC

I hereby certify that this instrument was FILED in file number Sequence  
on the date and at the time stamped here on by me and was duly  
RECORDED in the Official Public Records of Houston County County,  
TX.

Terri Meadows  
County Clerk, Houston County County, Texas

BY:

*Angie Ray*

Deputy

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW**



**SUPPLEMENTAL DECLARATION TO  
THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE RANCHES AT LONE STAR RIDGE SUBDIVISION  
FOR THE ANNEXATION OF ADDITIONAL PROPERTY**

**REFERENCE INSTRUMENT NUMBER 20232512**

**This Supplemental Declaration of Conditions and Restrictions, Charges and Liens for The Ranches at Lone Star Ridge Subdivision** is hereby made on this the 17<sup>th</sup> day of August, 2023, by LSTXLP, LLC, a Florida Limited Liability Company (the "Developer") for itself, its successors or assigns, wherein the Developer hereby makes the following amendments, declarations and submissions to the Declaration of Covenants, Conditions and Restrictions, Charges and Liens for The Ranches at Lone Star Ridge Subdivision, as of record under Clerk's Instrument # 20232512, Register's Office for Houston County, Texas.

1. Pursuant to Article 6.04 of the Declaration, Developer shall cause additional real property to be annexed into The Ranches at Lone Star Ridge Subdivision by filing this Amendment. The property being annexed into The Ranches at Lone Star Ridge Subdivision as Phase 3 are Tract 210 through Tract 236, containing 278.46 Acres more or less and being more fully described on the map and plat recorded of record under Clerk's Instrument # 20232693, Plat Map Volume 1, Page 266 of the Map and Plat Records of Houston County, Texas filed on August 17, 2023.
2. This Amendment shall serve as the Annexation Declaration required under Article 6.04 of the Declaration to annex additional property into The Lone Star Ridge Subdivision.
3. Article 2.02 of the Declaration is *amended* to include the following:
  - B. An access and utility easement measuring thirty feet (30') in width is reserved on Tract 1 through Tract 13, Tract 21 through Tract 70, and Tract 72 through Tract 114. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 15 until the shared boundary line begins with Tract 54, where the easement is reduced to thirty feet (30') in width. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 16 through Tract 18. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 19 until the shared boundary line begins with Tract 21 and Tract 22. An access and utility easement measuring thirty feet (30') in width is reserved on Tract 122 through Tract 177 and Tract 182 through Tract 209. A public road easement measuring sixty feet (60') in width is reserved along CR3385 on Tract 177 until the shared boundary line begins with Tract 182. A public road easement measuring thirty feet (30') in width is reserved on Tract 178 along CR3385 and expands to sixty feet (60') in width near the shared boundary line with Tract 177. A public road easement measuring thirty feet (30') in width is reserved on Tract 179 through Tract 181 along CR3385. *An access and utility easement measuring thirty feet (30') in width is reserved on Tract 210 through Tract 222, and Tract 230 through Tract 236. An access easement measuring thirty feet (30') in width is reserved on Tract 215, Tract 216, and Tract 222 through Tract 230 along CR3485.*
  - C. A utility easement measuring thirty feet (30') in width is reserved Tract 1 through Tract

13, Tract 16 through Tract 70, and Tract 72 through Tract 114. A utility easement measuring thirty feet (30') in width is reserved on each side of the access and utility easement on Tract 15 until the shared boundary line begins with Tract 54. A utility easement measuring thirty feet (30') in width is reserved Tract 122 through Tract 209. ***A utility easement measuring thirty feet (30') in width is reserved Tract 210 through Tract 236.*** The utility easements described under this Section are in addition to the access and utility easements and public road easements stated above in Section B.

***Y. Tract 212 contains the surface location of a Margene Unit Oil Well No. 1 operated by Te-Ray Resources, Inc.***

***Z. Tract 214, Tract 215, Tract 223 through Tract 230, and Tract 232 through Tract 235 contain a pipeline easement to Noble Energy, Inc. measuring ten feet (10') in width.***

***AA. An adjacent property owner has an access and utility easement measuring thirty feet (30') in width located on Tract 230.***

***BB. An adjacent property owner has an access easement measuring thirty feet (30') in width located on Tract 231 through Tract 235. The Buyer(s) of Tract 231 through Tract 235 are permitted to use this access easement in order to access each respective Tract.***

4. Article 2.04 of the Declaration is ***amended*** to include the following:

Access for Tract 115 through Tract 121 is by FM1280. Road Maintenance for FM1280 is the responsibility of TXDOT. Access for Tract 178 through Tract 181 is by CR3385. Road Maintenance for CR3385 is the responsibility of Houston County. ***Access for Tract 223 through Tract 229 is by CR3485. Tract 215, Tract 216, Tract 222, and Tract 230 are also permitted to access each respective property by CR3485.*** Access for Tract 1 through Tract 114 within Phase 1 of The Ranches at Lone Star Ridge is by FM1280 and onto the Shared Private Roadway and Driveway Access Easement(s) within the Subdivision. Access for Tract 122 through Tract 177 and Tract 182 through Tract 209 within Phase 2 of The Ranches at Lone Star Ridge is by FM1280 and onto the Shared Private Roadway and Driveway Access Easement(s) within the Subdivision. ***Access for Tract 210 through Tract 222 and Tract 230 through Tract 236 within Phase 3 of The Ranches at Lone Star Ridge is by FM1280 onto the Shared Private Roadway and Driveway Access Easement(s) within the Subdivision.*** Each property owner is responsible for their own driveway and culvert installation and maintenance.

5. Article 5.01(a) of the Declaration is ***amended*** to include the following:

(a) The initial amount of the Annual Assessment applicable to each Tract shall be six hundred dollars (\$600.00). ***The Owner(s) of Tract 115 through Tract 121 are not required to pay the Annual Assessment due to the FM1280 access requirement for Tract 115 through Tract 121.*** The Annual Assessment is payable in advance and is due on the thirty first (31) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.

All other matters remain the same.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the 17<sup>th</sup> day of AUGUST, 2023.

LSTXLP, LLC a Florida Limited Liability Company

By: Magnolia Land Management, LLC, a Florida Limited Liability Company, Sole Manager of LSTXLP, LLC a Florida Limited Liability Company

By: Leonard Simmons  
Leonard Simmons, Authorized Agent for Magnolia Land Management, LLC

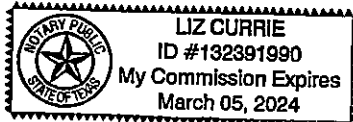
STATE OF Texas

§  
§  
§

COUNTY OF Houston

This instrument was acknowledged before me on this the 17 day of August, 2023, by Leonard Simmons in the capacity therein stated and as the act and deed of said company.

[Signature]  
Notary Public, State of Texas



Terri Meadows  
COUNTY CLERK



401 East Houston Avenue, First Floor  
Crockett, TX 75835  
PHONE (936) 544-3255, ext. 242

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INSTRUMENT NO. 20232695

FILED FOR RECORD ON : 8/17/23 3:03 PM

Book:

Page:

# of Pages: 4

SUBMITTER: LEONARD SIMMONS

RETURN TO:

LEONARD SIMMONS  
PICK UP

Grantor	LSTXLP, LLC
Grantee	THE RANCHES AT LONE STAR RIDGE, PHASE THREE
Grantee	PUBLIC

I hereby certify that this instrument was FILED in file number Sequence  
on the date and at the time stamped here on by me and was duly  
RECORDED in the Official Public Records of Houston County County,  
TX.

Terri Meadows

County Clerk, Houston County County, Texas

BY:

A handwritten signature in cursive script, appearing to read "Angie Ray", written over a horizontal line.

Deputy

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW**

**SUPPLEMENTAL DECLARATION TO  
THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE RANCHES AT LONE STAR RIDGE SUBDIVISION  
FOR THE ANNEXATION OF ADDITIONAL PROPERTY**

**REFERENCE INSTRUMENT NUMBER 20232512**

**This Supplemental Declaration of Conditions and Restrictions, Charges and Liens for The Ranches at Lone Star Ridge Subdivision** is hereby made on this the 27<sup>th</sup> day of September, 2023, by LSTXLP, LLC, a Florida Limited Liability Company (the "Developer") for itself, its successors or assigns, wherein the Developer hereby makes the following amendments, declarations and submissions to the Declaration of Covenants, Conditions and Restrictions, Charges and Liens for The Ranches at Lone Star Ridge Subdivision, as of record under Clerk's Instrument # 20232512, Register's Office for Houston County, Texas.

1. Pursuant to Article 6.04 of the Declaration, Developer shall cause additional real property to be annexed into The Ranches at Lone Star Ridge Subdivision by filing this Amendment. The property being annexed into The Ranches at Lone Star Ridge Subdivision as Phase 4 are Tract 237 through Tract 301, containing 661.33 Acres more or less and being more fully described on the map and plat recorded of record under Clerk's Instrument # 20233153, Plat Map Volume 1, Page 268 of the Map and Plat Records of Houston County, Texas filed on September 21, 2023.
2. This Amendment shall serve as the Annexation Declaration required under Article 6.04 of the Declaration to annex additional property into The Lone Star Ridge Subdivision.
3. Article 2.02 of the Declaration is *amended* to include the following:
  - B. An access and utility easement measuring thirty feet (30') in width is reserved on Tract 1 through Tract 13, Tract 21 through Tract 70, and Tract 72 through Tract 114. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 15 until the shared boundary line begins with Tract 54, where the easement is reduced to thirty feet (30') in width. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 16 through Tract 18. An access and utility easement measuring sixty feet (60') in width is reserved on Tract 19 until the shared boundary line begins with Tract 21 and Tract 22. An access and utility easement measuring thirty feet (30') in width is reserved on Tract 122 through Tract 177 and Tract 182 through Tract 209. A public road easement measuring sixty feet (60') in width is reserved along CR3385 on Tract 177 until the shared boundary line begins with Tract 182. A public road easement measuring thirty feet (30') in width is reserved on Tract 178 along CR3385 and expands to sixty feet (60') in width near the shared boundary line with Tract 177. A public road easement measuring thirty feet (30') in width is reserved on Tract 179 through Tract 181 along CR3385. An access and utility easement measuring thirty feet (30') in width is reserved on Tract 210 through Tract 222, and Tract 230 through Tract 236. An access easement measuring thirty feet (30') in width is reserved on Tract 215, Tract 216, and Tract 222 through Tract 230 along CR3485. *An access and utility easement measuring thirty feet (30') in width is reserved on Tract 237 through Tract 301.*

- C. A utility easement measuring thirty feet (30') in width is reserved Tract 1 through Tract 13, Tract 16 through Tract 70, and Tract 72 through Tract 114. A utility easement measuring thirty feet (30') in width is reserved on each side of the access and utility easement on Tract 15 until the shared boundary line begins with Tract 54. A utility easement measuring thirty feet (30') in width is reserved Tract 122 through Tract 209. A utility easement measuring thirty feet (30') in width is reserved Tract 210 through Tract 236. ***A utility easement measuring thirty feet (30') in width is reserved Tract 237 through Tract 301.*** The utility easements described under this Section are in addition to the access and utility easements and public road easements stated above in Section B.

***CC. An adjacent property owner has an access easement measuring thirty feet (30') in width located on Tract 276, Tract 277, and Tract 282 through Tract 284.***

4. Article 2.04 of the Declaration is ***amended*** to include the following:

Access for Tract 115 through Tract 121 is by FM1280. Road Maintenance for FM1280 is the responsibility of TXDOT. Access for Tract 178 through Tract 181 is by CR3385. Road Maintenance for CR3385 is the responsibility of Houston County. Access for Tract 223 through Tract 229 is by CR3485. Tract 215, Tract 216, Tract 222, and Tract 230 are also permitted to access each respective property by CR3485. Access for Tract 1 through Tract 114 within Phase 1 of The Ranches at Lone Star Ridge is by FM1280 and onto the Shared Private Roadway and Driveway Access Easement(s) within the Subdivision. Access for Tract 122 through Tract 177 and Tract 182 through Tract 209 within Phase 2 of The Ranches at Lone Star Ridge is by FM1280 and onto the Shared Private Roadway and Driveway Access Easement(s) within the Subdivision. Access for Tract 210 through Tract 222 and Tract 230 through Tract 236 within Phase 3 of The Ranches at Lone Star Ridge is by FM1280 onto the Shared Private Roadway and Driveway Access Easement(s) within the Subdivision. ***Access for Tract 237 through Tract 301 within Phase 4 of The Ranches at Lone Star Ridge is by FM1280 onto the Shared Private Roadway and Driveway Access Easement(s) within the Subdivision.*** Each property owner is responsible for their own driveway and culvert installation and maintenance.

All other matters remain the same.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the 27<sup>th</sup> day of September 2023.

LSTXLP, LLC a Florida Limited Liability Company

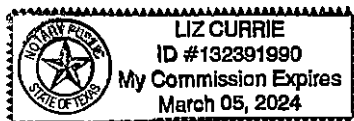
By: Magnolia Land Management, LLC, a Florida Limited Liability Company, Sole Manager of LSTXLP, LLC a Florida Limited Liability Company

By: [Signature]  
Ryan Auge, Authorized Agent for Magnolia Land Management, LLC

STATE OF Texas §  
COUNTY OF Houston §

This instrument was acknowledged before me on this the 27 day of Sept 2023, by Ryan Auge in the capacity therein stated and as the act and deed of said company.

[Signature]  
Notary Public, State of Texas



Terri Meadows  
COUNTY CLERK



401 East Houston Avenue, First Floor  
Crockett, TX 75835  
PHONE (936) 544-3255, ext. 242

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INSTRUMENT NO. 20233235

FILED FOR RECORD ON : 9/27/23 1:30 PM

Book:

Page:

# of Pages: 4

SUBMITTER: LSTXLP, LLC

RETURN TO:

LSTXLP, LLC

PICK UP

Grantor	LSTXLP, LLC
Grantee	THE RANCHES AT LONE STAR RIDGE, PHASE FOUR
Grantee	PUBLIC

I hereby certify that this instrument was FILED in file number Sequence  
on the date and at the time stamped here on by me and was duly  
RECORDED in the Official Public Records of Houston County County,  
TX.

Terri Meadows

County Clerk, Houston County County, Texas

BY:

A handwritten signature in cursive script, appearing to read "Angie Ray", written over a horizontal line.

Deputy

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW**



## **MANAGEMENT CERTIFICATE**

In compliance with the provisions of Section 209.004 of the Texas Property Code, the undersigned entity gives notice that it is managing the herein described Association:

1. **Name of the Subdivision:** Lone Star Ridge

2. **Name of the Association:** Lone Star Ridge Property Owners' Association, Inc.

3. **Recording data for the Subdivision:**

Lone Star Ridge, according to the plat recorded in Clerk's Instrument no. 20231633, Plat map Volume 1, Page 242, Official Public Records of Houston County, Texas.

4. **Recording data for the Declaration and Declaration amendments:**

Documents recorded in Instrument nos. 20231813, 20232051, Official Public Records of Houston County, Texas.

5. **Name and mailing address of the Association:** Lone Star Ridge Property Owners' Association, Inc., c/o Goodwin & Company, PO Box 203310, Austin, TX 78720

6. **Name, mailing address, phone number & email for designated representative:**

Goodwin & Company  
PO Box 203310, Austin, TX  
855.289.6007  
[Info@goodwintx.com](mailto:Info@goodwintx.com)

7. **Website address where all dedicatory instruments can be found:**

[www.goodwintx.com](http://www.goodwintx.com) , use the "find my community" search bar to locate the community webpage

8. **Fees charged by Association related to a property transfer:**

Resale Certificate: \$375

Resale Certificate Update: \$75

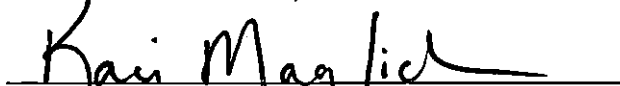
Rush Fees to expedite Resale Certificate delivery in advance of 10 business day requirement:

- 1 business day: \$350 / 3 business days: \$250 / 5 business days: \$150 / 7 business days: \$100

Compliance Inspection Fee (optional): \$150

Transfer: \$275

This management certificate is filed of record in Houston County, Texas by the entity managing the Association. It shall be valid until a later Management Certificate is filed of record by the Association or a successor manager, or until a termination of this Management Certificate is filed of record, whichever is sooner.



By: Kadi Maglich, Managing Agent for Lone Star Ridge Property Owners' Association, Inc., Duly Authorized Agent  
Signed: February 12, 2024

**AFTER RECORDING RETURN TO:**

**Goodwin & Company  
PO Box 203310  
Austin, TX 78720-3310**

STATE OF TEXAS

COUNTY OF HOUSTON

§  
§  
§

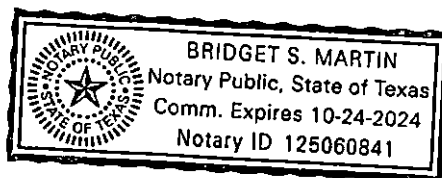
This instrument was signed before me on February 14, 2024, and it was acknowledged that this instrument was signed by Kaci Maglich for the purposes and intent herein expressed.

Bridget Martin

Notary Public in and for the State of Texas

Notary Printed Name: Bridget Martin

My Commission Expires: 10/24/2024



Terri Meadows  
COUNTY CLERK



401 East Houston Avenue, First Floor  
Crockett, TX 75835  
PHONE (936) 544-3255, ext. 242

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INSTRUMENT NO. 20240518

Book:

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FILED FOR RECORD ON : 2/21/24 10:56 AM

# of Pages: 3

SUBMITTER: LONE STAR RIDGE PROPERTY OWNERS ASSOCIATION, INC.

RETURN TO:

GOODWIN & COMPANY

PO BOX 203310

AUSTIN, TX 78720

Grantor LONE STAR RIDGE PROPERTY  
OWNERS ASSOCIATION, INC.

Grantee PUBLIC

I hereby certify that this instrument was FILED in file number Sequence  
on the date and at the time stamped here on by me and was duly  
RECORDED in the Official Public Records of Houston County County,  
TX.

Terri Meadows

County Clerk, Houston County County, Texas

BY:

A handwritten signature in cursive script, appearing to read "Angie Ray", written over a horizontal line.

Deputy

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW**

## **MANAGEMENT CERTIFICATE**

In compliance with the provisions of Section 209.004 of the Texas Property Code, the undersigned entity gives notice that it is managing the herein described Association:

1. **Name of the Subdivision:** Lone Star Ridge

2. **Name of the Association:** Lone Star Ridge Property Owners' Association, Inc.

3. **Recording data for the Subdivision:**

Lone Star Ridge, according to the plat recorded in Clerk's Instrument no. 20231633, Plat map Volume 1, Page 242, Official Public Records of Houston County, Texas.

4. **Recording data for the Declaration and Declaration amendments:**

Documents recorded in Instrument nos. 20231813, 20232051, Official Public Records of Houston County, Texas.

5. **Name and mailing address of the Association:** Lone Star Ridge Property Owners' Association, Inc., c/o Goodwin & Company, PO Box 203310, Austin, TX 78720

6. **Name, mailing address, phone number & email for designated representative:**

Goodwin & Company  
PO Box 203310, Austin, TX  
855.289.6007  
[Info@goodwintx.com](mailto:Info@goodwintx.com)

7. **Website address where all dedicatory instruments can be found:**

[www.goodwintx.com](http://www.goodwintx.com) , use the "find my community" search bar to locate the community webpage

8. **Fees charged by Association related to a property transfer:**

Resale Certificate: \$375

Resale Certificate Update: \$75

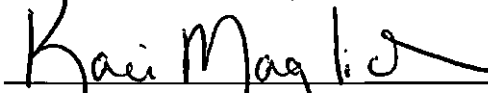
Rush Fees to expedite Resale Certificate delivery in advance of 10 business day requirement:

- 1 business day: \$350 / 3 business days: \$250 / 5 business days: \$150 / 7 business days: \$100

Compliance Inspection Fee (optional): \$150

Transfer: \$275

This management certificate is filed of record in Houston County, Texas by the entity managing the Association. It shall be valid until a later Management Certificate is filed of record by the Association or a successor manager, or until a termination of this Management Certificate is filed of record, whichever is sooner.



By: Kaci Maglich, Managing Agent for Lone Star Ridge Property Owners' Association, Inc., Duly Authorized Agent  
Signed: February 12, 2024

**AFTER RECORDING RETURN TO:**

Goodwin & Company  
PO Box 203310  
Austin, TX 78720-3310

STATE OF TEXAS

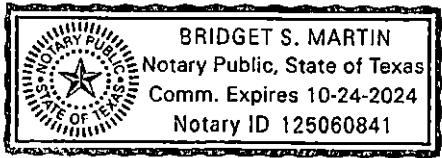
§  
§  
§

COUNTY OF HOUSTON

This instrument was signed before me on February 17, 2024, and it was acknowledged that this instrument was signed by Kaci Maglich for the purposes and intent herein expressed.

Bridget Martin  
Notary Public in and for the State of Texas  
Notary Printed Name: Bridget Martin

My Commission Expires: 10/24/2024



Terri Meadows  
COUNTY CLERK



401 East Houston Avenue, First Floor  
Crockett, TX 75835  
PHONE (936) 544-3255, ext. 242

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INSTRUMENT NO. 20240563

Book:

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FILED FOR RECORD ON : 2/26/24 12:09 PM

# of Pages: 3

SUBMITTER: LONE STAR RIDGE PROPERTY OWNERS ASSOCIATION, INC.

RETURN TO:

GOODWIN & COMPANY

PO BOX 203310

AUSTIN, TX 78720

Grantor LONE STAR RIDGE PROPERTY  
OWNERS ASSOCIATION, INC.

Grantee PUBLIC

I hereby certify that this instrument was FILED in file number Sequence  
on the date and at the time stamped here on by me and was duly  
RECORDED in the Official Public Records of Houston County County,  
TX.

Terri Meadows

County Clerk, Houston County County, Texas

BY:

A handwritten signature in cursive script, appearing to read "Angie Ray", written over a horizontal line.

Deputy

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW**

**CONSENT TO SERVE AS REGISTERED AGENT PURSUANT TO  
§5.201(b) OF THE TEXAS BUSINESS ORGANIZATIONS CODE**

I, LEONARD SIMMONS, hereby acknowledge, accept, and consent to my being designated or appointed as registered agent in Texas for Lone Star Ridge Property Owners' Association, Inc., a Texas nonprofit corporation.

I am a resident of the State of Texas. My business address is 16818 N. Eldridge Parkway, Tomball, Texas 77377. I understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of Lone Star Ridge Property Owners' Association, Inc., and to forward any such process, notice, or demand to Lone Star Ridge Property Owners' Association, Inc.

I will immediately notify Lone Star Ridge Property Owners' Association, Inc. and submit a statement of resignation to the Secretary of the State of Texas if I resign as the registered agent of Lone Star Ridge Property Owners' Association, Inc.

Effective this 26<sup>th</sup> day of April, 2023.

A handwritten signature in black ink that reads "Leonard Simmons". The signature is written in a cursive style with a horizontal line underneath the name.

LEONARD SIMMONS

**RESOLUTIONS OF  
LONE STAR RIDGE PROPERTY OWNERS' ASSOCIATION, INC.  
BY UNANIMOUS WRITTEN CONSENT**

April 26, 2023

The undersigned, being the all of the Directors of LONE STAR RIDGE PROPERTY OWNERS' ASSOCIATION, INC. a Texas nonprofit corporation (the "*Corporation*"), as appointed by LSTXLP, LLC, the Developer, hereby consent to the adoption of the following resolutions, to the same extent and to have the same force and effect as if adopted by the unanimous vote of the Directors at a duly convened and constituted meeting held for such purposes, and direct that this Written Consent be filed in the minute books of the Corporation:

RESOLVED, that the form of the Bylaws of Lone Star Ridge Property Owners' Association, Inc. attached hereto as EXHIBIT "A" (the "*Bylaws*") be, and hereby is, adopted, ratified, and approved as the official Bylaws of the Corporation, and said Bylaws shall be filed in the minute book of the Corporation;

RESOLVED, that the following officers are hereby appointed and shall possess those powers and duties as authorized under the Bylaws:

President: Leonard Simmons

Vice President: Kailey Hannigan

Secretary: Daniel Weisenberg

RESOLVED, that any and all actions and things heretofore performed by the Directors, employees or agents of the Corporation on behalf of the Corporation and in its name, be, and the same hereby are, ratified, confirmed, and approved as if such actions and things had been performed upon the express authorization of the Directors of the Company.

IN WITNESS WHEREOF, the undersigned Directors have executed this Written Consent to be effective as of the date first above written.

DIRECTORS:

By: Leonard Simmons  
LEONARD SIMMONS

By: Kailey Hannigan  
KALEY HANNIGAN

By: Daniel Weisenberg  
DANIEL WEISENBERG



**EXHIBIT "A"**

Form of Bylaws

*[Following pages.]*

**BYLAWS OF  
LONE STAR RIDGE PROPERTY OWNERS' ASSOCIATION, INC.  
A Texas Non-Profit Corporation**

**Definitions**

- Association:** Lone Star Ridge Property Owners' Association, Inc., established by the Certificate of Formation filed with the Secretary of State of Texas on April 26, 2023, under File Number 805033266.
- Principal Office:** 16818 N. Eldridge Parkway, Tomball, Texas 77377. The Association may have other offices.
- Declaration:** The Declaration of Covenants, Conditions, Restrictions, Easements, and Liens for Lone Star Ridge Subdivision, recorded in Instrument No. 20231813, Real Property Records, Houston County, Texas.
- Declarant:** LSTXLP, LLC a Florida limited liability company.
- Definitions:** Capitalized terms used but not defined herein have the meaning set forth in the Declaration.

**A. Members**

*A.1. Membership.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Tract. The Association shall have two classes of voting Members as is set out in the Declaration.

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

*A.3. Annual Meetings.* An annual meeting of the Members shall be held on the second Tuesday in February of each year for the purpose of electing Directors and for the transaction of other business as may come before the meeting. The first annual meeting of the Members for election of the Board composed of all Class A Members and for the transaction of such business as may properly come before the meeting shall be held on that date designated by the initial Board of Directors with notice as provided for herein.

*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 one-tenth of the 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 (10) nor more than sixty (60) days before the meeting. Notice for a Special Meeting 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, emailed, 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.* Votes in person or by proxy representing twenty percent (20%) of the votes entitled to be cast shall constitute a quorum. If a Members' meeting cannot be held because a quorum is not present, a majority of the Members who are present may adjourn the meeting.

*A.8. Majority Vote.* The vote of a majority of the votes entitled to be cast by the Members present in person or by proxy, at a meeting for which quorum has been obtained, shall be necessary for the adoption of any matter by the Members or election of the Board, unless a greater proportion is otherwise required by the Declaration.

*A.9. Proxies.* Members may vote by written proxy.

*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 Association are governed by the Board. Each Director has one vote. The initial Board is composed of the directors appointed by the Declarant. Thereafter, each director must be a Member or, in the case of an entity Member, a person designated in writing to the Secretary.

*B.2. Number of Directors.* The Board shall consist of three (3) members.

*B.3. Term of Office.* The initial Directors serve until the first annual meeting of Members. Successor Directors will have a term of two years. Directors may serve consecutive terms.

*B.4. Election.* At the first annual meeting of Members, the 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 Members will hold office until their respective successors have been elected.

*B.5. Removal of Directors and Vacancies*

*B.5.a. Removal by Members.* Any Director may be removed, with or without cause, by a majority of a quorum of Members entitled to vote at a meeting of the Members. Any Director whose removal is sought will be given notice of the proposed removal.

*B.5.b. Removal by Board.* Any Director may be removed by majority vote of the Board at a Board meeting if the Director:

- i. failed to attend five (5) consecutive Board meetings;
- ii. failed to attend fifty percent (50%) of Board meetings within one year;
- iii. is delinquent in the payment of any Assessment for more than thirty (30) days; or
- iv. is the subject of an enforcement by the Association for violation of the Dedicatory Instruments.

*B.5.c. Vacancies.* A Director's position becomes vacant if the Director dies, becomes incapacitated, resigns, or is no longer a Member.

*B.5.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.6. Compensation.* Directors will not receive compensation. A Director may be reimbursed for expenses approved by the Board.

*B.7. Powers.* The Board has all powers necessary to administer the Association's affairs pursuant to the Declaration.

*B.8. Management.* The Board may employ a managing agent. Declarant, or an affiliate of Declarant, may be the managing agent.

*B.9. 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.9.a.* An income statement reflecting all income and expense activity for the preceding period.

*B.9.b.* A statement reflecting all cash receipts and disbursements for the preceding period.

*B.9.c.* A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.

*B.9.d.* A balance sheet as of the last day of the preceding period.

*B.9.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.10. Borrowing.* The Board may borrow money to maintain, repair, or restore the Private Roadways, Entrance(s), and any other Common Areas 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.11. Rights of Association.* With respect to the Private Roadways, Entrance(s), and Common Areas, and in accordance with the Declaration, the 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.12. Enforcement Procedures*

*B.12.a. Notice.* Before the Board may (i) file a suit against an Owner other than a suit to collect any Assessment, (ii) foreclose an Assessment lien, (iii) charge an Owner for property damage, or (iv) levy a fine for a violation of the Dedicatory Instruments, the 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 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.12.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 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 (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the 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 reasonable time 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.12.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.12.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 Members. 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 a reasonable time 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.

C.7. *By Consent.* Any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all Directors. Any action so approved shall have the same effect as if taken at a meeting of the Board and shall be documented in the minutes of the next regular Board meeting.

## **D. Officers**

D.1. *Officers.* The officers of the Association are a President, Secretary, and Treasurer to be elected in accordance with this Section D. 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.* The initial officers shall be appointed by the initial Board. Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of 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 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 Association. 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 Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the 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 Association, a Member may examine and copy, in person or by agent, any 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 Association's expense, to (i) examine and copy the books and records at the Association's Principal Office and (ii) inspect the Association's properties.

*F.5. Liability and Indemnification.* No Director, member of the Board, or any other officer or employee of the Association appointed by Declarant or the Board, shall be personally liable to any Member or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Director, member of the Board, Association, the Board, or any representative or employee of the Association, provided that such person has, upon the basis of such information as may be possessed by him or her, acted in good faith. In the event any action is brought against any such person or entity, the Association shall indemnify such person or entity for all reasonable costs, including attorney's fees, incurred in the defense of such action, including any settlement thereof. The Board shall be responsible to obtain insurance, to the extent possible, to provide the indemnification described in this section.

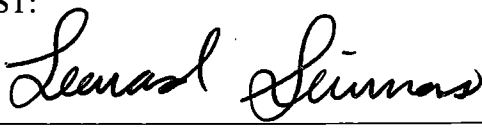


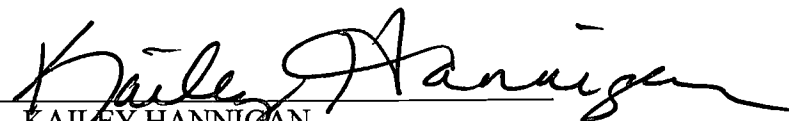
*F.6. Notices.* Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given as required or as permitted by law. All other notices may be given by regular mail. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Association's records; and (b) the Association, the Board, or a managing agent at the 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.

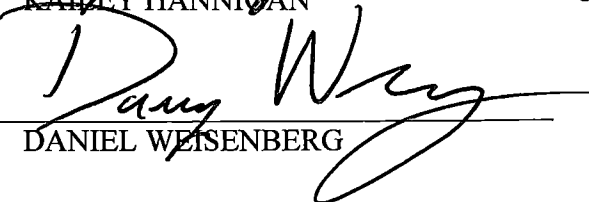
*F.7. Amendment.* These Bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two (2) days-notice is given to all Directors.

Adopted effective on this 26<sup>th</sup> day of April, 2023 by the initial Board of Directors.

ATTEST:

By:   
LEONARD SIMMONS

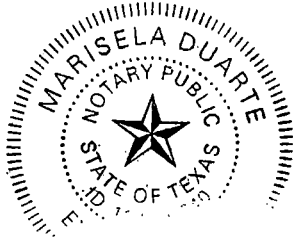
By:   
KAILEY HANNIGAN


By:   
DANIEL WEISENBERG

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This Instrument was acknowledged before me on 26<sup>th</sup> day of April, 2023 by Leonard Simmons, Board of Directors of Lone Star Ridge Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such association.

(Seal)

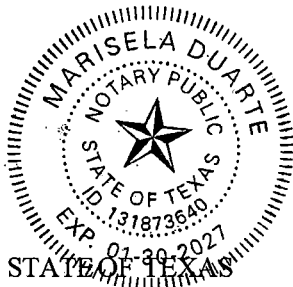


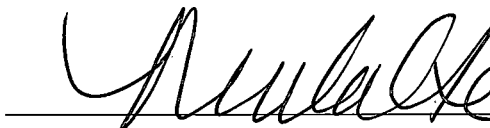
  
Notary Public – State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This Instrument was acknowledged before me on 26<sup>th</sup> day of April, 2023 by Daniel Weisenberg, Board of Directors of Lone Star Ridge Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such association.

(Seal)

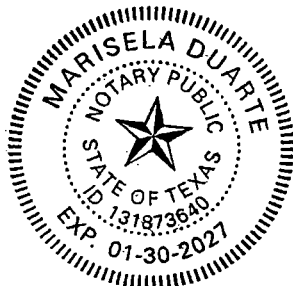


  
Notary Public – State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This Instrument was acknowledged before me on 26<sup>th</sup> day of April, 2023 by Kailey Hannigan, Board of Directors of Lone Star Ridge Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such association.

(Seal)



  
Notary Public – State of Texas

FILED FOR RECORD  
TERRI MEADOWS - COUNTY CLERK  
HOUSTON COUNTY, TEXAS

**INST NO:20242403**

FILED ON: JULY 19, 2024 AT 12:16pm  
THE INSTRUMENT CONTAINED 13 PAGES AT FILING

THE STATE OF TEXAS  
COUNTY OF HOUSTON

I, Terri Meadows, Clerk County Court in and  
for said county hereby do certify that the  
foregoing instrument was filed for record in  
my office on the 19th day of July 2024  
at 12:16 PM and duly recorded on that date, in  
the Official Public Records of said county.

**Instrument # 20242403, 13 Pages**

Terri Meadows, County Clerk

## **MANAGEMENT CERTIFICATE**

In compliance with the provisions of Section 209.004 of the Texas Property Code, the undersigned entity gives notice that it is managing the herein described Association:

1. **Name of the Subdivision:** Lone Star Ridge

2. **Name of the Association:** Lone Star Ridge Property Owners' Association, Inc.

3. **Recording data for the Subdivision:**

Lone Star Ridge, according to the plat recorded in Clerk's Instrument no. 20231633, Plat map Volume 1, Page 242, Official Public Records of Houston County, Texas.

4. **Recording data for the Declaration and Declaration amendments:**

Documents recorded in Instrument nos. 20231813, 20232051, Official Public Records of Houston County, Texas.

5. **Name and mailing address of the Association:** Lone Star Ridge Property Owners' Association, Inc., c/o Goodwin & Company, PO Box 203310, Austin, TX 78720

6. **Name, mailing address, phone number & email for designated representative:**

Goodwin & Company  
PO Box 203310, Austin, TX  
855.289.6007  
[Info@goodwintx.com](mailto:Info@goodwintx.com)

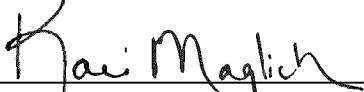
7. **Website address where all dedicatory instruments can be found:**

<https://hnlr.sites.townsq.io/> or [www.goodwintx.com](http://www.goodwintx.com), use the "find my community" search bar to locate the community webpage

8. **Fees charged by Association related to a property transfer:**

Resale Certificate: \$375  
Resale Certificate Update: \$75  
Rush Fees to expedite Resale Certificate delivery in advance of 10 business day requirement:  
- 1 business day: \$350 / 3 business days: \$250 / 5 business days: \$150 / 7 business days: \$100  
Compliance Inspection Fee (optional): \$150  
Transfer Fee: \$340

This management certificate is filed of record in Houston County, Texas by the entity managing the Association. It shall be valid until a later Management Certificate is filed of record by the Association or a successor manager, or until a termination of this Management Certificate is filed of record, whichever is sooner.

  
\_\_\_\_\_

By: Kaci Maglich, Managing Agent for Lone Star Ridge Property Owners' Association, Inc., Duly Authorized Agent  
Signed: December 17, 2024

### **AFTER RECORDING RETURN TO:**

Goodwin & Company  
PO Box 203310  
Austin, TX 78720-3310

STATE OF TEXAS

§  
§  
§

COUNTY OF HOUSTON

This instrument was signed before me on 12/17/24, and it was acknowledged that this instrument was signed by Kaci Maglich for the purposes and intent herein expressed.

By:   
Notary Public, State of Texas

