

**Management Certificate  
(Texas Property Code Section 209.004)**

Name of Subdivision: Saddleback Ranch Estates

Subdivision Recording Data: The plat of the Subdivision recorded on February 26, 2024 at 1:08 pm of the real property records of Austin County, Texas

Declaration and Declaration Amendment Recording Data: The Declaration recorded on August 13, 2024 at 2:35:00 <sup>3:06 pm</sup> of the real property records of Austin County, Texas

Name of Association: Saddleback Ranch Estates Property Owners Association

Mailing Address of Association: 565 South Mason Road Ste. 203 Katy, TX 77450

Name of Person Managing Association or Association's Designated Representative: Bradley Graves

Mailing Address, Telephone Number, and Email Address of Managing Association or Association's Designated Representative: 5705 4th Street Katy, TX 77493  
capstoneBDG@gmail.com  
Bradley Graves.281-253-1687

Website Address of Any Internet Website on Which Association's Dedicatory Instruments Are Available: www.saddlebackranchestates.net

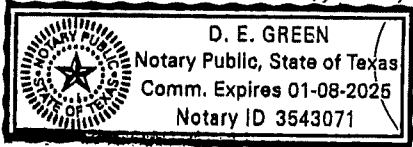
Amount and Description of Fee or Fees Charged by Association Relating to Property Transfer in Subdivision: \$125.00

By: Todd Hayes  
Todd Hayes

STATE OF TEXAS )

COUNTY OF AUSTIN )

This instrument was acknowledged before me on August 13 2024, by Todd Hayes, Managing Agent of Saddleback Ranch Estates Property Owners Association, a nonprofit corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas  
My commission expires:

FILED

## FILED AND RECORDED

**Instrument Number:** 243553

**Instrument Type:** PROPERTY OWNERS MANAGEMENT  
CERTIFICATE

**Filing and Recording Date:** 08/14/2024 8:08 AM

**Number of Pages:** 3

**GRANTOR** SADDLEBACK RANCH ESTATES  
PROPERTY OWNERS ASSOCIATION

**GRANTEE** SADDLEBACK RANCH ESTATES  
PROPERTY OWNERS ASSOCIATION

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



*Andrea Cardenas*

Andrea Cardenas, County Clerk  
Austin County, Texas

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

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

**Bylaws of  
Saddleback Ranch Estates Property Owners Association, Inc.**

**Basic Information**

- Property Owners Association:** Saddleback Ranch Estates Property Owners Association, established by the certificate of formation filed with the secretary of state of Texas on July 15, 2024, under file number 805624831.
- Principal Office:** 565 South Mason Road Ste. 203 Katy, TX 77450. The Property Owners Association may have other offices.
- Declaration:** The Declaration of Restrictive Covenants of the Saddleback Ranch Estates Subdivision, recorded in the real property records of Austin County, Texas.
- Definitions:** Capitalized terms used but not defined herein have the meaning set forth in the Declaration.
- Voting Members:** Members entitled to vote or their proxies.

**A. Members**

*A.1. Membership.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

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

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

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

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

A.3. *Annual Meetings.* The first Members meeting will be held within 8 months after the formation of the Property Owners Association. Subsequent regular annual Members meetings will be held on the second Tuesday evening in January.

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 50 percent of the Class A Voting Members.

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

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

A.7. *Quorum.* A majority of the Voting Members is a quorum. If a Members meeting cannot be held because a quorum is not present, either in person, by proxy, by absentee ballot, or by electronic ballot, a majority of the Voting Members who are present may adjourn the meeting. At the reconvened meeting, 35 percent of the Voting Members is a quorum. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, a majority of the Board is a quorum. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than 60 nor less than 10 days before the reconvened meeting.

A.8. *Majority Vote.* Voting by Members may be at a meeting or outside of a meeting. Voting must be as required by law. Votes representing more than 50 percent of the Voting Members present at a meeting at which a quorum is present are a majority vote.

A.9. *Voting Methods.* Voting Members may, at the option of the Board, vote in person, by proxy, by absentee ballot, by electronic ballot, or by any other process

approved by the Board. A Member must be allowed to vote by absentee ballot or proxy, but the Board is not required to provide a Member with more than one voting method.

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

**B. Board**

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

*B.2. Qualifications.*

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

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

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

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

**B.3. Number of Directors.** The Board consists of not less than three nor more than 5 directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

**B.4. Term of Office.** The initial directors serve until the first annual meeting of Members. The terms of directors will be staggered. At least one-third of the Board will be elected each year. The initial Board will determine the initial term, not to exceed three years, of each director. At the expiration of the initial term of a director, each successor will have a term of 3 years. Directors may serve consecutive terms.

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

**B.6. Removal of Directors and Vacancies**

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

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

- i. failed to attend 2 consecutive Board meetings; or
- ii. failed to attend 50 percent of Board meetings within one year.

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

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

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

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

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

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

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

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

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

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

**B.10.e.** A delinquency report listing all Owners who are delinquent by more than 30 days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

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

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

**B.13. Enforcement Procedures**

**B.13.a. Notice.** Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect a Regular Assessment or Special Assessment or foreclose under the Property Owners



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

*B.13.b. Hearing.* If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. The hearing will be conducted and any materials will be provided in accordance with Texas Property Code chapter 209 or its successor statutes.

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

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any

proposed sanction if the violation is cured within a 10 -day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

*B.13.c. Exceptions to Notice and Hearing.* The notice and hearing provisions set out in this section B.13. do not apply if the Association (i) files a suit seeking a temporary restraining order or temporary injunctive relief, (ii) files a suit that includes foreclosure as a cause of action, or (iii) temporarily suspends a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination.

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

### **C. Board Meetings**

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

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

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

*C.4. Quorum of Board.* At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act

because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than 10 nor more than 60 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

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

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

#### **D. Officers**

*D.1. Officers.* The officers of the Property Owners Association are a president, vice president, secretary, and treasurer, to be elected from the Members. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

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

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

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

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

#### **E. Committees**

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

**F. Miscellaneous**

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

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

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

*F.4. Inspection of Books and Records*

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

*F.4.b. Inspection by Director.* A director has the right, at any reasonable time, and at the Property Owners Association's expense, to (i) examine and copy the Property Owners Association's books and records at the Property Owners Association's Principal Office and (ii) inspect the Property Owners Association's properties.

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

F.6. *Amendment.* These Bylaws may be amended at any time by the vote of 67 percent of the Voting Members in the Property Owners Association. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law.

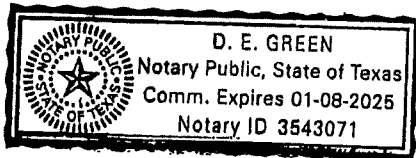
Saddleback Ranch Estates Property Owners Association, a Texas nonprofit corporation,


By   
Todd Hayes, Managing Agent

STATE OF TEXAS )

COUNTY OF AUSTIN )

This instrument was acknowledged before me on August 19<sup>th</sup>, 2024, by Todd Hayes, Managing Agent, of Saddleback Ranch Estates Property Owners Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.



  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

## FILED AND RECORDED

**Instrument Number:** 243541

**Instrument Type:** COVENANTS AND CONDITIONS

**Filing and Recording Date:** 08/13/2024 9:27 AM

**Number of Pages:** 11

**GRANTOR** SADDLEBACK RANCH ESTATES

**GRANTEE** SADDLEBACK RANCH ESTATES

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



*Andrea Cardenas*

Andrea Cardenas, County Clerk  
Austin County, Texas

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

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

**Records Production and Copying Policy**  
[Subdivision Property Owners Association]

**Date:** July 17, 2024

**Subdivision:** Saddleback Ranch Estates, See, Exhibit A.

**Property Owner's Association:** Saddleback Ranch Estates Property Owners Association, established by the certificate of formation filed with the secretary of state of Texas on July 17, 2024, under file number 805624831.

**Charges:** Charges for examining and copying Property Owners Association information are set out in Exhibit A.

Except for information deemed confidential by law or court order, the Property Owners Association will make its books and records open to and reasonably available for examination by an owner of property in the Subdivision or a person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Property Owners Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in section 70.3 of title 1 of the Texas Administrative Code, the amounts in section 70.3 of title 1 of the Texas Administrative Code govern.

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

1. any document that constitutes the work product of the Property Owners Association's attorney or that is privileged as an attorney-client communication;
2. files and records of the Property Owners Association's attorney relating to the Property Owners Association, excluding invoices requested by an owner under Texas Property Code section 209.008(d); and
3. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(l), (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the

Property Owners Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Property Owners Association, including personnel files.

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

### **Procedures for Inspecting Information or Obtaining Copies**

1. An owner or the owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Property Owners Association's books and records requested, to the mailing address of the Property Owners Association or authorized representative as reflected on the most current management certificate filed with the county clerk of Austin County, Texas.
2. The request must include enough description and detail about the information requested to enable the Property Owners Association to accurately identify and locate the information requested. Owners must cooperate with the Property Owners Association's reasonable efforts to clarify the type or amount of information requested.
3. The request must contain an election either to inspect the books and records before obtaining copies or to have the Property Owners Association forward copies of the requested books and records and
  - a. if an inspection is requested, the Property Owners Association, on or before the tenth business day after the date the Property Owners Association receives the request, will send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Property Owners Association; or
  - b. if copies of identified books and records are requested, the Property Owners Association will, to the extent those books and records are in the possession, custody, or control of the Property Owners Association, produce the requested books and records for



the requesting party on or before the tenth business day after the date the Property Owners Association receives the request.

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

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

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

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

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

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

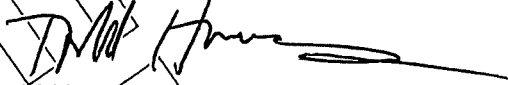
8. Within ten business days of the date the Property Owners Association sent the estimate of Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.

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

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

Saddleback Ranch Estates Property Owners Association, a Texas nonprofit corporation,

By

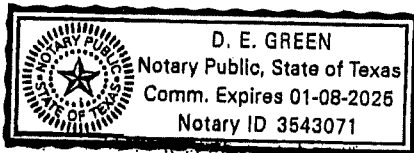


Todd Hayes, Managing Agent

STATE OF TEXAS )

COUNTY OF Austin )

This instrument was acknowledged before me on August 13<sup>th</sup>, 2024, by Todd Hayes, Managing Agent, of Saddleback Ranch Estates Property Owners Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.



Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

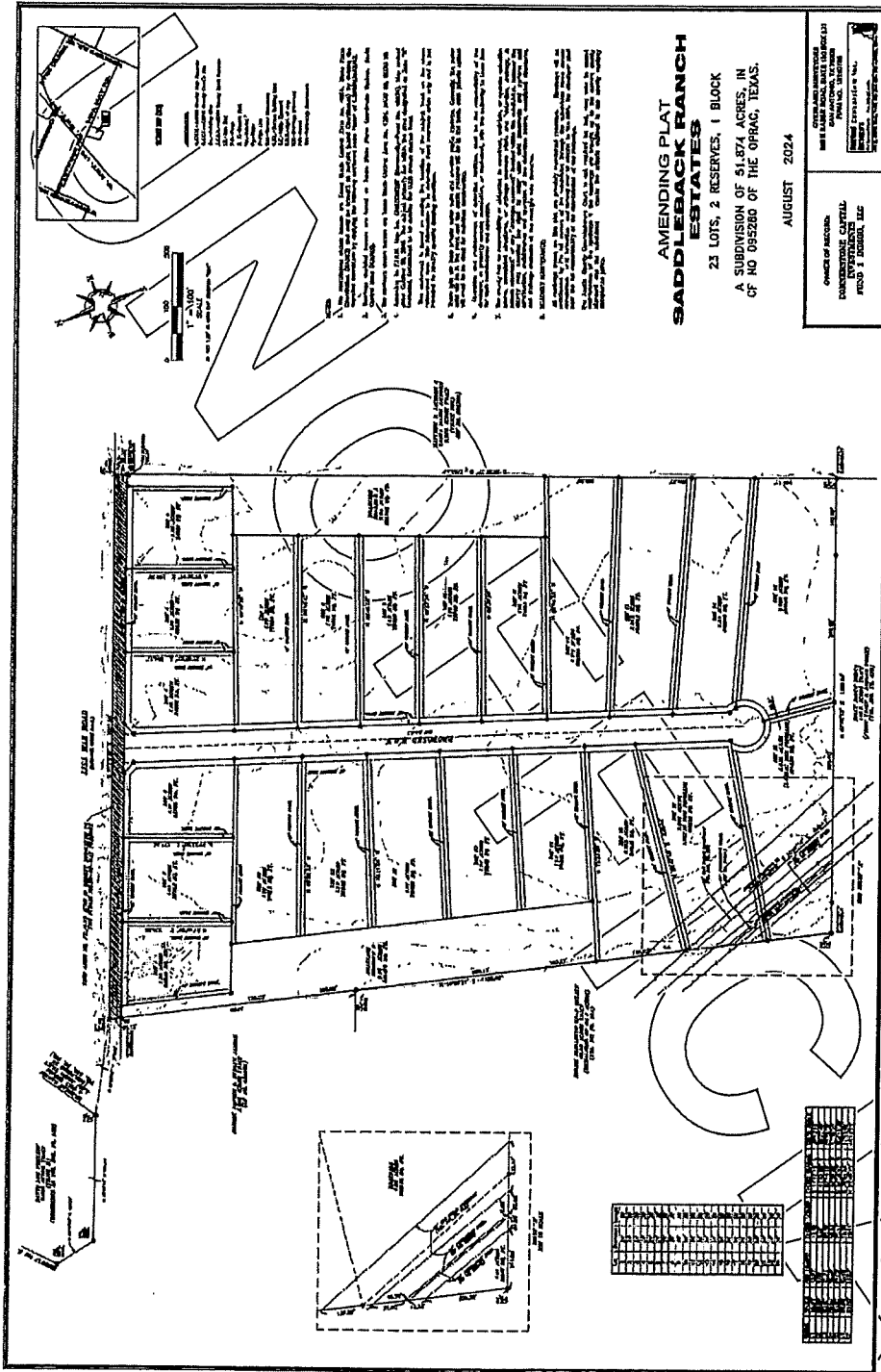


Exhibit A

## FILED AND RECORDED

**Instrument Number:** 243540

**Instrument Type:** COVENANTS AND CONDITIONS

**Filing and Recording Date:** 08/13/2024 9:27 AM

**Number of Pages:** 6

**GRANTOR** SADDLEBACK RANCH ESTATES

**GRANTEE** SADDLEBACK RANCH ESTATES

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



*Andrea Cardenas*

Andrea Cardenas, County Clerk  
Austin County, Texas

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

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

**Declaration of Restrictive Covenants of the  
Saddleback Ranch Estates  
Subdivision**

**Basic Information**

**Date:** August 12<sup>th</sup> 2024

**Declarant:** Cornerstone Capital Investments Fund I Indigo, LLC, a Texas limited liability company

**Declarant's Address:**

Cornerstone Capital Investments Fund I Indigo, LLC  
565 South Mason Road Ste. 203  
Katy, TX 77450

**Property Owners Association:** Saddleback Ranch Estates Property Owners Association, a Texas nonprofit corporation

**Property Owners Association's Address:** 565 South Mason Road Ste. 203  
Katy, TX 77450

**Property:** See, Exhibit A.

**Definitions**

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

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

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

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

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

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

"Declarant" means Cornerstone Capital Investments Fund I Indigo, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots or homes owned by Declarant for the purpose of development and is named as successor in a recorded document.

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

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

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

"Member" means Owner.

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

"Plat" means the Plat of the Property recorded February 26, 2024 at 1:08 pm of the real property records of Austin County, Texas, and any replat or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

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

"Short Term Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration for a period of time less than 90 days.

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

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

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

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

## **Clauses and Covenants**

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

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

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

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

### **B. Plat and Easements**

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

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

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

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

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

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for Single Family residential use, including Short Term Renting in compliance with applicable law.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of rubbish;
- e. any storage of -
  - i. building materials except during the construction or renovation of a Residence or a Structure;
  - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
  - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry for commercial use. Animals raised for personal consumption are permissible. Pets also are allowed and should be domesticated, such as dogs and cats, not to exceed 4 confined to a fenced yard or within the Residence. Large animals: horses, or cattle should be limited to 1 head per acre. No commercial kennels of any sort.
- h. any commercial or professional activity except reasonable home office use;
- i. sex trafficking, creation of adult content, or any salacious material production contributing to the delinquency of minors and adults
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except -
  - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and



- ii. political signage not prohibited by law or the Dedicatory Instruments;
- l. installing a mobile home, manufactured home which are not new;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern without ACC approval;
- o. hunting and shooting; and
- p. occupying a Structure that does not comply with the construction standards of a Residence.

**D. Construction and Maintenance Standards**

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. *Maximum Height.* The maximum height of a Residence is 40 feet.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least ~~320~~ 320 square feet. *TH*
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence.

f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 90 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 90 days and the Lot restored to a clean and attractive condition.

g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.

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

3. *Building Materials for Residences and Structures*

a. *Roofs.* Only composition and metal roofs may be used on Residences and Structures.

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

b. *Air Conditioning.* Window unit air conditioners may not be used in a Residence.

c. *Color Changes.* No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC. [1]

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

**E. Property Owners Association**

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

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

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

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

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

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

ii. January 30, 2034.

**F. ACC**

1. *Establishment*

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

b. *Members.* The ACC consists of at least 3 persons appointed by the Board. The Board may remove or replace an ACC member at any time.

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

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

2. *Plan Review*

a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.[2]

b. *Procedures*

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

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 14 days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 15 days after the ACC's action. The Board shall determine the

appeal within 90 days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

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

#### **G. Assessments**

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

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

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

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

#### **5. Regular Assessments**

a. *Rate.* Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$400/ year<sup>[3]</sup> [4].

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular

Assessment will be sent to every Owner at least thirty days before its effective date.

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

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

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a 50% vote at a meeting of the Members in accordance with the Bylaws.

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

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

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

#### H. Remedial Rights

1. *Late Charges and Interest.* A late charge of \$25.00 is assessed for delinquent payments. In addition, delinquent Assessments accrue interest at the rate of 9 percent per year. Both the late charge and interest are separate payments that may be modified by the Board.

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

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

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

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

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

#### **I. Common Area**

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to -[5]

a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;

b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;

c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and

d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of 66% of the Members at a meeting in accordance with the Bylaws.

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

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

**J. General Provisions**

1. *Term.* This Declaration runs with the land and is binding for a term of 40 years. The term may be extended for an initial term of 10 years. Thereafter this Declaration automatically continues for successive terms of 10 years each, unless within 6 months before the end of a term 75 percent of the Members at a meeting in accordance with the Bylaws elect not to extend the term. An instrument reflecting the extension will be signed by the Property Owners Association and recorded.

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

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

4. *Amendment.* This Declaration may be amended at any time by vote of 67 percent of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

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

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

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

8. *Annexation of Additional Property.* On written approval of the Board and not less than 75 percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may



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

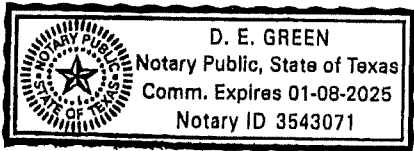
Cornerstone Capital Investments Fund I Indigo, LLC, a Texas limited liability company,

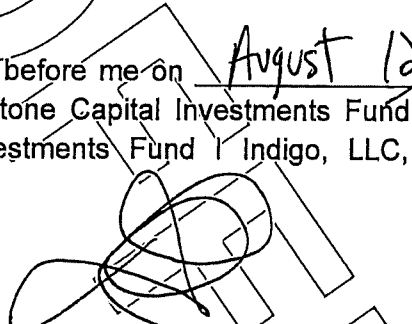
  
Todd Hayes, Manager

STATE OF TEXAS

COUNTY OF AUSTIN

This instrument was acknowledged before me on August 12<sup>th</sup>, 2024, by Todd Hayes, a Manager of Cornerstone Capital Investments Fund I Indigo, LLC, on behalf of Cornerstone Capital Investments Fund I Indigo, LLC, a limited liability company.



  
Notary Public, State of Texas

After recording, please return to:  
565 S. Mason Road Ste. 203 Katy, TX 77450

## FILED AND RECORDED

**Instrument Number:** 243539

**Instrument Type:** COVENANTS AND CONDITIONS

**Filing and Recording Date:** 08/13/2024 9:27 AM

**Number of Pages:** 14

**GRANTOR** SADDLEBACK RANCH ESTATES

**GRANTEE** SADDLEBACK RANCH ESTATES

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



*Andrea Cardenas*

Andrea Cardenas, County Clerk  
Austin County, Texas

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

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

**Rules of  
Saddleback Ranch Estates Property Owners Association, Inc.**

**Basic Information**

**Date:** July 15, 2024

**Property Owners Association:** Saddleback Ranch Estates Property Owners Association, established by the certificate of formation filed with the secretary of state of Texas on July 15, 2024, under file number 805624831.

**Property Owners Association's Address:** 565 South Mason Road Ste. 203 Katy, TX 77450. The Property Owners Association may have other offices.

**Declaration:** The Declaration of Restrictive Covenants of the Saddleback Ranch Estates Subdivision, recorded in the real property records of Austin County, Texas.

**Definitions:** Capitalized terms used but not defined herein have the meaning set forth in the Declaration or Bylaws.

The Property Owners Association adopts these Rules, which will be enforceable on the recording of this document in the real property records of the Austin County clerk of courts in Texas which the property described by the Declaration is located. On violation of these Rules, owners may be subject to Penalties for Violation.

**A. Rules**

1. Residential Use. All Lots within the Subdivision are hereby restricted exclusively to single-family residential use, unless otherwise provided for herein. No Lot shall ever be used for business or commercial use, unless otherwise provided for herein. However, a commercial application can be submitted to the ACC for office use on the lot. Commercial applications that include high-traffic, frequent customers/ visitors or invitees may be deemed a nuisance to residents in the Subdivision.

2. Single Residential Dwellings. Not more than one Residential Dwelling may be constructed and located on a Lot. In addition to the one Residential Dwelling, accessory structures and buildings may be located on a Lot. Accessory structures and buildings include barns, one guest cottage, workshops, and other outbuildings. A limit of three structures per lot for the Subdivision will be enforced by the deed restrictions. No Owner shall use or permit such Owner's Lot or any improvements on the Lot to be

used for any purpose that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by this Declaration; (c) constitute a public or private nuisance, which determination may be made by the Board of Directors of the Association in its sole discretion; (d) constitute a violation of the Declaration or any applicable law or (e) unreasonably interfere with the use and occupancy of the Subdivision by other Owners. As used herein, the term "Single Family Residential Use" shall be construed to prohibit the use of Lots for garage apartments or other apartments or multi-family dwellings; and no Lot shall used for any commercial or manufacturing purpose, unless otherwise provided for herein.

Buildings Moved to Property. No building, shed, or other similar type structure shall be moved onto any Lot within the Subdivision without written permission of the Committee. No Residential Dwelling shall be moved onto any Lot other than new manufactured/ modular homes see rule 12. Any Residential Dwelling located On a Lot must be constructed on the Lot.

3. Size and Specifications. The Residential Dwelling on any Lot shall not be less than 320 square feet of heated and air-conditioned space with concrete foundation, exclusive Of garage and porches. Each Dwelling's garage must park a minimum of 2-vehicles. Window AC units are not permitted on a Residential Dwelling.

4. Location or improvements on Lot. No building or other improvement shall be located on any Lot:

- within thirty-five feet (35') from any road or street which the Lot fronts.
- within twenty-five feet (25') from the side and rear line of the Lot.  
within ten feet (10') from any utility easement.

All storage buildings, shops, guest cottages, sheds, barns, pens, and other outbuildings or enclosures, other than the Residential Dwelling, shall be on the Lot behind the back line of the Residential Dwelling.

5. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities prohibited include, but are not limited to, the following:

The performance of work on automobiles or other vehicles if such repair work may be viewed from any street or roadway within the properties.

m. Storage of flammable liquids in excess of five (5) gallons.

Activities which may be offensive by reason of odor, fumes, dust, smoke, vision, vibration, and/or pollution which are hazardous by reason of excessive danger, fire or explosion are prohibited.

6. Construction Timeframe. Once construction begins, the construction of the Residential Dwelling must be completed within 12 months of beginning construction. The exterior of the Residential Dwelling must have a finished appearance within 6 months of beginning construction.

7. Roofs. Roofing materials for all buildings (including garage, guest quarters and all outbuildings) shall be new and designed and manufactured specifically for roofs. Wood shingle roof are prohibited on all buildings. Metal roofs not treated to prevent rust are prohibited on all buildings, notwithstanding anything to the contrary contained herein, the roof of all buildings shall meet or exceed all Federal Housing Administration standards.

8. Propane Tanks. If one or more propane tanks are installed, maintained, or located on any Lot, the propane tanks must be installed and maintained behind the rear line of the Residential Dwelling and shall be installed below ground anywhere on the Lot that is not within a required setback or easement, or otherwise obstructed from view from any road or street in front of the Lot and from all other Lots through use of shrubbery or fencing made of wood or masonry.

9. Exterior Colors. The following colors shall be prohibited from use on the exterior: pink, coral, purple, bright blue, bright yellow-green, bright blue-green, bright yellow, bright orange, bright red, and any other colors that the Committee believes are not in the best interest Of the owners of Lots in Saddleback Ranch Estates Subdivision.

10. Signs, no signs, advertisements, billboards, or advertising structure of any kind may be erected or maintained in the Subdivision without the written consent of Declarant, with the exception of one (1) "FOR SALE" sign, advertising a residence for sale, such sign not to exceed 34" x 46". Declarant shall have the right to remove any such non-conforming sign, advertisements, billboards, or advertising structure which is placed in the Subdivision without consent and, in so doing, shall not be liable and is hereby expressly relieved from any liability for trespassing or other tort in connection with or arising from such removal. Notwithstanding anything to the contrary contained

herein, the display of political signs shall be regulated by any applicable provisions of law which regulate the display of political signs in subdivisions.

11. Outdoor Lighting. No unshielded lamp or light of any kind is permitted to be located on a Lot. A security light, or lights, mounted on a building is permitted so long as it has a shade or shield that prevents the light from shining directly onto the ground within sixty feet (60') of side or rear boundaries.

12. Manufactured Homes and/or Mobile Homes. Manufactured homes and/or mobile homes may be located on any lot or on any other part of the Subdivision but must be new when placed in the subdivision. Any manufactured home must adhere to FHA guidelines for fastening and securing their structure to the ground.

13. Temporary Structures. No structure of a temporary character, whether recreational vehicle, travel trailer, tent, shack, garage, barn or other outbuilding, shall be maintained or used on any Lot at any time as a residence, or any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to, or allow another party to, erect, place and maintain such facilities in or upon any portion of the Property in its sole discretion, which may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property. If a temporary structure is permitted to be placed on a Lot while the main structure is being constructed, this temporary structure may remain for only 12 months while the main structure is being built. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, and signs.

14. Oil and Gas and Mining Operations. So far as may be possible, considering the rights of the current owners of any interest in the oil, gas, and other minerals on, in and under the Property, no drilling for oil and gas, or development operations associated therewith, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or under any of the Property.

15. Mowing, Trash and Debris. Each Owner of a Lot is responsible for installing, and regularly watering native grass, trees, bushes, flowers and shrubbery between its Dwelling and the road in front of the Dwelling. Each Owner shall also regularly mow and/or otherwise maintain the Lot and, further, the Lot shall be mowed a minimum of two times per month during the months of March, April, May, June, July, August, September, and October of each year to maintain a grass height of no more than 5", prior to and following construction Of Residential Dwelling on the Lot. prior to the construction Of Dwelling, the Lot must be mowed no less than 3 times per year to maintain grass height that does not exceed 5 inches. The Association has the power to create rules and guidelines for cutting grass, including maximum height of grass, in

order to assist in controlling potential problems with rodents, snakes, and other nuisances. No trash, garbage, or debris of any kind shall be dumped or permitted to accumulate on any Lot. Yard grass, leaves, and branches may be burned by the Owner of a Lot in a manner that is safe and does not result in creating a nuisance to other residences. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in construction may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. In the event that an Owner of a Lot is not maintaining in accordance with the terms of this agreement. The Association shall have the right to mow or maintain such lot and bill the Owner for actual costs plus an administration fee of fifteen percent (15%), payable within thirty (30) days. Unpaid balances owed by an Owner shall accrue interest.

16. Fences. Barbed wire fences, metal T-bar post fences and hog wire type fences, privacy fences, walls or pickets of any type are not allowed. All lots in the Subdivision must use iron t-posts up to 6' high on the frontage of the lot that is facing any street. Notwithstanding anything herein to the contrary. Privacy fences up to 6' high behind houses such as around pools is permissible. A safety perimeter fence is required to be installed around pools and must be at least 5' high or current code Texas.

17. Storage of and Repair of Vehicle, Boats and Trailers.

NO motor vehicles shall be parked Or stored On any part of the Lot, easement, right-of-way, or any other areas unless such vehicle is concealed from public view inside a garage or other approved enclosure, except up to three (3) passenger automobiles, passenger vans or pickup trucks that: are behind the Dwelling parked in the driveway, in Operating condition; have current license plates and inspection sticker; are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six (6) feet, six (6) inches in height or seven (7) feet, eleven (11) inches in width or twenty-one (21) feet in length may be parked in the driveway on such Lot. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such object is concealed from public inside the garage or other approved enclosure. Owners, visitors and guests are encouraged not to park vehicles in the streets of the subdivision.

18. Antennas and Satellite Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including

any Lot, which is visible from any street, common area or other Lot unless it is impossible to receive signals from said location. In that event, the receiving device may be placed in a visible location as applied by the Committee. The Committee may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, muster antenna, cable system. Or Other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Properties. No satellite dishes shall be permitted which are larger than three feet (3) in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No MMDS antenna mast may exceed the height of six (6) feet above the center ridge of the roofline. No exterior antennas, aeriels, radio satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property

19, Animals/ Livestock.

No animals shall be raised, bred, or kept on any Lot, with the following exceptions permitted:

b. Domestic or household pets

Up to three (3) horses if the Lot is two or more acres, but not more than three horses on any lot greater than two acres.

d. Other livestock, provided that it is maintained and a part of 4-H, FFA, or other bona fide similar youth program.

Chickens, but not roosters, for personal consumption, and not for commercial purpose

One large animal (cow or other) per acre is permitted as long as it is properly fenced

g. A hog for personal consumption or a part of a FFA, or other bona fide similar youth program but not for commercial purposes

h. Dogs shall be limited to (4) per Lot. Cats shall be limited to four (4) per Lot. If two or more Lots are combined for the location of one single family residence, the total number of dogs allowed shall not exceed the number that would be allowed for two Lots. Dogs and cats shall not be allowed to roam freely and must be confined within a building or fenced area. No commercial kennels/dog stays of any kind permitted in the Subdivision.



Any livestock enclosure which is overcrowded or not adequately maintained and cleaned and which presents an unkempt appearance or produces noxious odors is prohibited and may be declared to be a nuisance and ordered removed from the Lot.

Gardening. Gardening, including the growing of fruits and vegetables, shall be permitted on a Lot, provided that the size and location of the garden is approved by the Architectural Control Committee.

#### **B. Penalties for Violation**

1. Should the Homeowner fail to maintain their lawn and landscaping in the manner prescribed by Rule 4(a) set forth in this document, then, following the required notice, a fee of ten dollars (\$10.00) shall be assessed against the Homeowner on a daily basis until such improvements are made.
2. Inoperable vehicles will be given a 30 day warning and then a \$10.00/day fine if not removed from the subdivision or at least out of sight from the street.
3. Other penalties may be assessed to homeowners but only after it has been brought up as an agenda item for the POA and been voted on by its members.

#### **C. Enforcement Procedures**

*C.1. Notice.* Before the Property Owners Association may (a) suspend an Owner's right to use a common area, (b) file a suit against an Owner other than a suit to collect a Regular Assessment or Special Assessment or foreclose under the Property Owners Association's lien, (c) charge an Owner for property damage, (d) levy a fine for a violation of the restrictions or Bylaws or Rules of the Property Owners Association, or (e) report any delinquency of an Owner to a credit reporting service, the Property Owners Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and must state any amount due the Property Owners Association from the Owner. The notice also must inform the

Owner that the Owner (a) 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; (b) may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the Owner receives the notice; and (c) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043) if the Owner is serving on active military duty.

C.2. *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 at issue before the Board. The Property Owners Association must hold a hearing under this provision not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Association may make an audio recording of the meeting. The hearing will be held in executive session, affording the alleged violator a reasonable opportunity to be heard. Before any sanction under these Rules 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 imposed, if any. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a 10-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

C.3. *Hearing Packet.* Not later than ten days before the Property Owners Association holds a hearing, the Property Owners Association shall provide to the Owner a packet containing all documents, photographs, and communications relating to the matter the Property Owners Association intends to introduce at the hearing. If the Property Owners Association does not provide a packet by the ten-day deadline, the Owner is entitled to an automatic fifteen-day postponement of the hearing.

C.4. *Hearing Presentation.* During the hearing, a member of the Board or the Property Owners Association's designated representative shall first present the Property Owners Association's case against the Owner.

r. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

C.5. *Exceptions to Notice and Hearing.* The notice and hearing provisions set out in the section C do not apply if the Association (a) files a suit seeking a temporary restraining order or temporary injunctive relief, (b) files a suit that includes foreclosure as a cause of action, or (c) temporarily suspends a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination.

Saddleback Ranch Estates Property Owners Association, a Texas nonprofit corporation,

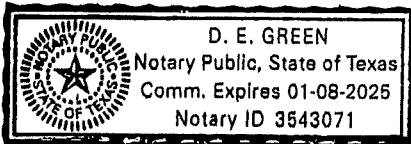
By

  
Todd Hayes, Managing Agent

STATE OF TEXAS )

COUNTY OF Austin )

This instrument was acknowledged before me on August 13<sup>th</sup>, 2024, by Todd Hayes, Managing Agent, of Saddleback Ranch Estates Property Owners Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.



Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

## FILED AND RECORDED

**Instrument Number:** 243538

**Instrument Type:** COVENANTS AND CONDITIONS

**Filing and Recording Date:** 08/13/2024 9:27 AM

**Number of Pages:** 10

**GRANTOR** SADDLEBACK RANCH ESTATES

**GRANTEE** SADDLEBACK RANCH ESTATES

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



*Andrea Cardenas*

Andrea Cardenas, County Clerk  
Austin County, Texas

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

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