

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 1416 RANCH**

This Declaration of Covenants, Conditions and Restrictions (“Declarations”) is made, entered into, published and declared on this 1st day of March, 2023, by RangerHill 150 LLC, a Texas limited liability Company (the “Developer or Declarant”), and any and all persons, firms or corporations hereinafter acquiring any of the land within described property; and entirely supersedes the Declaration of Covenants, Conditions and Restrictions (“Declarations”) previously declared on 23<sup>rd</sup> day of August, 2022;

### **WITNESSETH THAT:**

WHEREAS, the Developer owns certain real property consisting of approximately 135 acres situated and lying in Eastland County, Texas as more particularly described on *Exhibit “A”* attached and incorporated herein by reference (the “Property”):

WHEREAS, the developer has caused a plat identifying a twelve (12) lot community known as 1416 Ranch (the “Development”).

WHEREAS, it is to the benefit, interest and advantage of the Developer and each and every person or other entity hereafter acquiring any interest in the Property that certain covenants, restrictions, conditions, easements, assessments and liens governing and regulating the use and occupancy of the Property be established, fixed, set forth and declared as covenants running with the land.

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations (and subject to all easements, conditions, restrictions, etc. as set out in the Plat hereto). The said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant, their successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property, of any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns. Notwithstanding anything herein contained to the contrary, the Declarant or its successors or assigns, reserves the right for a period of five (5) years from the date of this official recording hereof to unilaterally amend the covenants and restrictions contained in this plat and to re-record said plat for any reason. The Declarant and/or its successors or assigns, in its sole discretion, deems necessary, including, but not limited to, to meet the requirements of any governmental agency, on the federal, state or local level; for the requirements of any mortgage lender. No lot owner shall be required to execute or ratify the amendment and re-recording of the plat which Declarant or its successors or assigns amends and re-records for any purpose it deems fit. This provision cannot be amended for a period of five (5) years without the consent of the Declarant or its successors or assigns.

### **ARTICLE I – DEFINITIONS**

**1.01** “Association” shall mean and refer to 1416 Ranch Property Owner’s Association, Inc., a Texas nonprofit corporation, its successors and assigns. The Association’s Management Certificate and Bylaws are attached hereto as *Exhibits “C” and “D”*, respectively and are made a part hereof. Every Owner as defined herein, of a Lot in the Development automatically shall and must be a member of the Association by virtue of the ownership of a Lot. The Association, at any time that it is the record owner of a Lot or Lots within the Development, shall not be considered an Owner of a Lot, shall not

be a Member of the Association, shall not be entitled to vote and any Lot owned by it shall not be subjected to assessment hereunder.

- 1.02** "Board of Directors" shall mean the designated managing group of the Association having all powers and duties necessary for the administration of the affairs of the Association and the Development.
- 1.03** "Bylaws" shall mean 1416 Ranch Bylaws hereto attached.
- 1.04** "Common Area" shall mean all real property owned or leased by the Association and all improvements located upon such real property, held for the common use and enjoyment of the Owners. The Common Area initially owned by the Associations is shown on the Plat of the Development. The exact legal description of the Common Area shall be described in one or more deeds from the Developer to the Association. The Common Area includes all of the Roadways
- 1.05** "Declarant" shall mean the person or entity declaring these Covenants, Conditions and Restrictions.
- 1.06** "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions and any supplementary declaration filed hereto, as this Declaration may be amended from time to time in accordance with its terms.
- 1.07** "Developer" shall mean the entity preparing the real property
- 1.08** "Development" shall mean the subdivision of land known at the 1416 Ranch, recorded in Eastland County, Texas as noted and shown in *Exhibits "A" and "B"* attached hereto and incorporated herein by reference.
- 1.09** "Dwelling Unit" shall mean any structure used as a home, residence, shelter or sleeping palace for overnight accommodations on a permanent or semi-permanent basis.
- 1.10** "Easement Areas" shall mean all those areas shown on the Plat, including access, utility or roadway which may now or hereafter be placed on the Property. The Developer, Declarant, Associations, Utility Providers, and in some cases third party providers shall have an exclusive perpetual easement and right of access, at any time, to enter these areas for the purposes of maintenance, installation, or access.
- 1.11** "Family" shall mean and refer to only those persons who live in the same household, or are related. Such as father, mother, son, or daughter.
- 1.12** "Improvements" shall mean the structures, ponds, roadways, fencing, cattle guards, plantings, clearing and other activities performed on the Lots or Common Areas. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot, as referred to hereafter. In the event that by reason of construction, settlement, reconstruction or shifting of the Improvements any minor part or the Improvements reasonable intended for a particular Lot lie outside that Lot, and easement of use shall apply thereto in favor to the Lot to be benefited
- 1.13** "Lot" shall mean and refer to the plots of land so designated on the Plat as shown on Exhibit "B" hereto. For all purposes hereunder, it is understood and agreed that the Declarant shall be the Owner of all the said Lots, save and except only those particular Lots which the Declarant conveys in fee simple title by recordable deed from and after the date hereof. Ownership of a Lot hereunder shall include and undivided pro rata interest in the Common Area owned by the Association as shown on Exhibit "B".
- 1.14** "Member" shall mean and refer to the Person or Persons, which is or are the record owner of fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation, provided however that the purchaser at a foreclosure sale or trustee's sale be deemed an owner.
- 1.15** "Operating Expenses" shall mean the yearly expenses for the Association (i.e. Common Area property taxes, insurance and professional fees)
- 1.16** "Owner" shall mean and refer to the Person or Persons, which are the recorded owner of fee simple title to any Lot, excluding those having such interest merely as security for the performance of an

obligation, provided however that the purchaser at a foreclosure sale or trustee's sale be deemed an owner.

- 1.17** "Person" means any individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.
- 1.18** "Plat" shall mean the plat of record for the 416 Ranch, as amended recorded at Eastland County, Texas
- 1.19** "Property" or "Properties" shall mean the real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be made from Additional Property in accordance with recorded plats.
- 1.20** "Roadway" or "Roadways" shall mean the access roads within the Property commonly known as Mustang Drive and Spur Road.
- 1.21** "Travel Trailer" shall mean specifically a trailer capable of being drawn by an automobile or pick-up truck and equipped for use as a temporary dwelling while traveling.

## **ARTICLE II – PROPERTY AND ROADS**

- 2.01** The Property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Eastland County, Texas and is more particularly described in Exhibit "A" attached hereto and made part of hereof.
- 2.02** All of the Roadways within the Property are private drives and the responsibility of maintenance and repair expenses will be the responsibility of the Association.
- 2.03** Livestock is currently grazing the Property. The Common Areas and unsold Lots are currently being used and taxed as agricultural use. It is the responsibility of the individual Owner to determine the use of their Lot. If an Owner does not wish to have Common Area and unsold Lot livestock graze on their Lot, it is sole responsibility of the individual Owner to completely fence their Lot inclusive of the appropriate gates, off from the Common Areas and adjacent Lots to deter livestock from entering.

## **ARTICLE III – PROPERTY RIGHTS**

- 3.01** Every Owner shall have a right and easement of use and enjoyment in and to the Common area and such easement shall be appurtenant to and shall pass with title to every assessed Lot, subject to the following conditions and restrictions:
  - a.** The right of the Association to provide for and establish the easements and rights-of-ways on all roadways to maintain the roadways within the Development;
  - b.** The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purposes of improving the Common Areas. The Common Area and any common elements cannot be mortgaged, conveyed or in any way used as a security without the consent and approval of not less than two-thirds (2/3) of the Members, excluding the Declarant and such vote determined per the Bylaws.
  - c.** Subject to Section 209.006 of the Texas Property Code, the right of the Association to suspend the voting rights and/or right to use the Common Area by a Member for any period during which any assessment remains unpaid; or for a period not to exceed thirty (30) days for any infraction of its published rules, regulations, or for any violation of these Covenants, Conditions, and Restrictions by such Member, Member's Family or guest or invitees of the Member or Member's Family;
  - d.** The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be

approved by two-thirds of the Members entitled to cast votes. No such decisions or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members entitled to cast votes has been obtained per the Bylaws.

#### **ARTICLE IV – THE ASSOCIATION**

- 4.01** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot, which is subject to assessment, by the Association. Ownership of such Lot shall be the sole qualification for membership.
- 4.02** See the Bylaws attached hereto as Exhibit “E” for additional requirements regarding the Association.

#### **ARTICLE V – MAINTENANCE AND REPAIR**

- 5.01** The Association shall provide and pay for all maintenance and expenses for the Common Area as indicated upon the Plat. Upon the conveyance by the Developer to the Association of an area designated upon the Plat as Common Area or any Roadways, Developer shall have no further liability or obligations hereunder or otherwise, of any nature whatsoever, with respect to any maintenance or expenses for the Property so conveyed to the Association. The Association will satisfy any and all requirements imposed by the Eastland County or any other governmental entity with respect to the Common Area or Roadways. The real property taxes on the Common Area or Roadways, if any, shall also be the responsibility of the Association.
- 5.02** Each Owner of a Lot shall be responsible for portions of the Lot within its property boundaries.
- 5.03** The Association shall carry general liability insurance for the Common Area. Such insurance shall be determined by the Board of Directors and the cost of such insurance shall be paid by the Association.
- 5.04** Prior to the Transition Meeting, any shortfalls that occur in relation to the Associations Operating Expenses, the Declarant at its sole discretion, may loan the Association funds to cover said shortfalls. The loan shall bear an interest rate of LIBOR plus 2%. Such shortfall shall be determined solely by the Board of Directors.

#### **ARTICLE VI – COVENANT FOR MAINTAINANCE ASSESSMENTS**

- 6.01** All Owners, by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, are deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments to be fixed, established and collected from time to time as provided herein. The assessments, together with interest, costs, and costs of collection (including reasonable attorney’s fees), shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney’s fees shall also be the personal obligation of the person which was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessment shall not pass to the successors in title of that Owner unless assumed expressly by them. Any duly approved annual assessment or special assessment shall commence and accrue as of the conveyance of a Lot to a Member.
- 6.02** Annual assessments shall be equal to the Member’s proportionate share of the sum required by the Association, as estimated by its Board of Directors and/or its managing agent, to meet its annual expenses, including, but in no way limited to the following:
- a.** The cost of all operating expenses of the Association and services furnished; and
  - b.** The amount of all taxes and assessment levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

- c. The cost of extended liability insurance and the cost of such other insurance as the Association may require; and
  - d. The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or reserves for replacements; and
  - e. The estimated cost of repairs, maintenance and/or replacement of the Common Areas, including but not limited to the Roadways, the entrance gate, and perimeter fencing.
- 6.03** The initial amount set for the annual assessment shall be \$500.00 per year, per Lot, unless changed by the Board of Directors. Full payment of the annual dues is due in full at or prior to the Annual Meeting and will entitle the Member to full membership privileges and a valid voting status.
- 6.04** Each Lot that is purchased from the Declarant, the purchaser, at closing must pay \$500.00 to the Association in addition to any annual dues that may be due for that year.
- 6.05** The Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require as provided in the Bylaws. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for reasonable charge, furnish a letter signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.
- 6.06** In addition to the annual assessments authorized by this article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposed as the Board of Directors may consider necessary.
- 6.07** Written notice for any meeting held for the purpose of taking the actions authorized under Article VI shall be sent to all Members per the Bylaws Special Meetings requirements.
- 6.08** Both annual and special assessments must be fixed at the same rate for all Lots, and will be collected on an annual basis.
- 6.09 The Declarant shall not be required to pay the Association any Annual Assessment or Special Assessments on any unsold Lots or Common Areas prior to the Transition Meeting.**
- 6.10** The Board of Directors may assess an Owner for the cost of cleaning up his property, if necessary, removing or correcting a nuisance caused by the Owner, or for the cost of enforcing the rules and restrictions.
- 6.11** Any assessments that are not paid within 30 days after the due date shall be delinquent
  - a. If the assessment is not paid within such thirty (30) day period, an administration fee of \$100.00 shall be assessed to the Owner, and the assessment shall bear interest from the due date at the rate of the lesser of (i) the maximum rate of interest allowable under the applicable law or (ii) 18% per annum. To evidence the lien of any unpaid and delinquent assessments, the Association shall prepare a written notice setting out the amount of the unpaid obligation, the name of the Owner of the Lot, and a description of the Lot. The notice may be executed by any Member of the Board of Directors of the Association and shall be recorded in the Eastland County's Register's Office. This notice may also be distributed to the Members of the Association. The personal obligation of any Owner to pay such assessment shall however, remain his personal obligation for the statutory period, and a suit to recover a money judgement for non-payment of any assessment levied pursuant to this Declaration, or of any installment thereof, may be maintained without foreclosing or waiving the lien created hereby. Any interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of

such assessment. No Owner may waive or otherwise escape liability for the assessment provided herein by nonuse of the Common Area or abandonment of the Owner's Lot.

- b.** For the purpose of enforcing the lien granted hereunder for any unpaid or delinquent assessments, each Owner irrevocable grants the Association and its Board of Directors the power to sell his Lot at public auction to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale is made subordinate to any prior recorded mortgage or deed of trust upon the Lot. The Association is hereby authorized and empowered to enter and take possession of the Lot, and before or after such entry to advertise the sale of the Lot for twenty-one (21) days by three weekly notices in some newspaper published in Eastland County, Texas, giving the time and place of such sale and by written notice of the time and place of such sale to the Owner of the Lot at his last known address. To the extent allowed by law, any sale shall be free from equity of redemption, statutory right of redemption, homestead, dower, and all other rights and exemptions or every kind, all of which are hereby expressly waived by the Owner. The Association shall thereafter execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the Owner binds itself shall be given without obstruction, hinderance or delay. Any sale hereunder shall take precedence over and have priority over any and all other liens or every nature against the Lot, except real state and ad valorem taxes assessed against the Lot and prior recorded mortgages or deeds of trust. The proceeds of any such sale shall be applied first to the payment of expenses associated with sale; of protecting the Lot; and the expenses of litigation including reasonable attorney's fees; and second to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust (unless sold subject thereto); and third to the payment of all amounts due to the Association under the terms of this Declarations' and the balance, if any, to the Owner whose Lot is sold, his successors and assigns. Upon any default in the payment of an assessment, the Board of Directors shall have the right to all rents, issues, and profits for the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot. The Association may notify the holder of the mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of ninety (90) days.
- 6.12** The lien of the assessment provided for herein shall automatically be subordinate to the lien of any first mortgage, deed of trust or any lien of deed of trust or mortgage instrument or encumbrances made in good faith and for value received, duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on the said Lot after receipt of a written statement from the Board of Directors reflecting that payment made on such lien was current as of the date of recordation of the said first mortgage, deed of trust, mortgage instrument or encumbrance.
- 6.13** To the extent allowed by law, sale or transfer of any Lot shall not affect the continuing force of validity of an assessment lien hereunder. The sale or transfer of any Lot which is subject to any mortgage pursuant to a decree of foreclosure under such mortgage or any conveyance to the holder of such mortgage in lieu of a foreclosure thereof, shall extinguish the lien of such assessments as to any assessment becoming due prior to such sale or conveyance. No other sale or transfer shall relieve a Lot from liability for any assessment thereafter becoming due or from the lien thereof.
- 6.14** No amendment to Section 6.12 or 6.13 shall affect the rights of the holder of any such mortgage (of the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

- 6.15** Any recorded first mortgage or deed of trust secured by a Lot in the Development may provide that any default by the mortgagor in the payment of any assessments levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof, and the protections extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 6.11 shall not be altered, modified or diminished by reason of such failure.

## **ARTICLE VII – RESTRICTIVE COVENANTS AS TO USE**

Covenants and Restrictions are to ensure neighborhood preservation and encourage neighborhood aesthetic. The general purpose of these covenants and restrictions are to ensure and protect property values within the neighborhood. The covenants and restrictions encourage excellence by providing neighborhood standards and by controlling some of the activities within the neighborhood.

- 7.01** Owner's right of use of his Lot is subject to all laws, ordinances, rules and regulations of the applicable government authorities. In the event of a difference between the use restrictions contained in said ordinances, rules and regulations and laws and the use restrictions set forth in this Article, the more restrictive provisions shall apply. In no case shall any of the restrictive covenants contained in said ordinance conflict with applicable Texas Property Code Chapters 202 and 209.
- 7.02** No Lot shall be used for any commercial use or business. Nor any building erected thereon shall at any time be used for the purpose of any trade, business, manufacturing, or for public amusements, excluding home based business approved by the Board of Directors.
- 7.03** No trailer, tent, shack, barn, garage, shelter, lien-to or temporary shelter shall be erected on any Lot temporarily or permanently, unless approved by the Board of directors
- 7.04** No manufactured homes, modular homes, trailer homes shall be placed on any lot temporarily or permanently. Travel Trailers, to be used as an on-site Dwelling Unit, may be placed on a Lot for no more than 3 months duration, only after receiving written approval from the Association, additional 3 months durations may be granted by the Association in writing on a case-by case basis.
- 7.05** Short-term rentals and long-term rentals are permitted and must comply with state, county and local requirements for such rentals.
- 7.06** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
- 7.07** Each Lot shall be conveyed as a separately designed and legally described freehold estate subject to the terms, conditions and provisions of this Declaration and all easements, restrictions and covenants set out in the Plat. Any joint owners shall have the rights of an Owner hereunder and each shall be subject to all restrictions and obligations of an Owner.
- 7.08** The Developer reserves unto itself the right to approve additional and separate restrictions at any time which restrictions may differ from Lot to Lot.
- 7.09** Notwithstanding any contrary provisions contained herein, the Developer shall be permitted to maintain, during the period of development of the Subdivision and sales of the Lots, upon such portion of Property or the unsold Lots as Developer deems, in the sole opinion of Developer, necessary or reasonable required, convenient or incidental to such development or sales including but not limited to, a business office, storage areas, construction yard signs, model units and sales office.
- 7.10** No Lot shall be used as a waste disposal, dumping ground for rubbish, trash, garbage, debris, or other waste. All such waste shall be kept in sanitary containers. All rubbish, trash or garbage shall be regularly removed for the premises and shall not be allowed to accumulate thereon.

- 7.11** No Lot shall be used as storage of keeping of non-registered or un-licensed vehicles, nor the storage or keeping of non-functioning equipment including but not limited to (vehicles, RV's, trailers, construction equipment or farming equipment). All vehicles must display current license plates with current registrations tags. A single Travel Trailer may be stored on a Lot provided; it displays current license plates with current registration, is not being used as a Dwelling Unit on the Lot and that it is screen from view of the Common Areas and adjacent Lots
- 7.12** No Lot shall be used as storage of material of any kind.
- 7.13** Easements for installation and maintenance of Roadways, utilities, drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage, or which may obstruct or retard the flow of water through drainage channels in the easements.
- 7.14** No parking allowed on, adjacent or along the Roadways.
- 7.15** Each Lot Owner shall be required to maintain property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. Owner acknowledges and agrees that Declarant is not responsible for any damages which hereafter may be suffered by the Owner, or an adjacent Owner as a result of site preparation work carried out by Owner or adjacent Owners and his/her subcontractors and any Owner agrees to fully indemnify and hold the Declarant and the Association harmless from any such damages sustained in connection therewith.
- 7.16** Owner is responsible for erosion control on his/her Lot
- 7.17** No Lot shall maintain any piles of removed vegetation, brush, trees or natural debris for longer than 3 months.
- 7.18** Garage sales, auctions, or livestock sales of any kind are prohibited unless specifically agreed to in writing from the Association.
- 7.19** If any Lot Owner whom purchases any Lot within the Property elects to sell said Lot, while over 25% of the Declarant Lots are still available, that Owner agrees to: (1) allow the Declarant to have the exclusive listing to sell said Lot; or (2) at Declarant sole option, Declarant can re-purchase said Lot for the original sales price it was initially sold.
- 7.20** Construction materials must be kept out of the right-of-way at all times and shall be kept in an organized manner with appropriate measures taken to prevent unsightliness during construction activities.
- 7.21** Construction working hours are from 7:00 A.M. until 7:00 P.M.
- 7.22** Subject to applicable state law, each Owner agrees to abide by the rules which may be from time to time adopted by the Board of Directors of the Association and promulgated to the Owners by it in writing and except as otherwise specifically limited in the Charter or Bylaws, the Board of Directors or the Association is authorized to adopt such rules.
- 7.23** The purchaser of a Lot and the Association with respect to the Common Area, shall accept the same in its existing condition, as is, where is, and with all faults; no warranties or representations having been made by the Developer or its designated representatives except as may be expressly stated herein. The acquirer agrees to indemnify and hold the Developer, its successors or assigns, harmless against any claim, liability, damage or cost in connection with the Developer's development of the Property. The Property may consist of filled land or partially filled land. Develop shall not be responsible or liable for any claims of any kind or character related to fill or soil conditions of the Property. Developer shall bear no responsible for any transmission lines of any kind, equipment, utilities, etc. that may be located on, buried in, or running across the Property. Developer makes no warranty concerning the degree of rainwater that may fall on the Property. Developer shall not be



responsible for the fullness or lack of fullness of any ponds, reservoirs, lakes, streams, creeks or similar bodies of water on the Property.

The Provisions of this Section 7 shall survive the closing of any sale of Lots or the Property.

#### **ARTICLE VIII – COMMON AREA RULES**

- 8.01** The Roadways are for vehicular, pedestrian, equine, livestock, motorcycle, OHV, and bicycle traffic. Roadways are to remain clear and unincumbered to allow the free flow of traffic through the Property

#### **ARTICLE IX – MISCELLANEOUS**

- 9.01** The covenant and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for thirty (30) years from the date hereof, unless otherwise expressly limited herein, after which time these covenants shall be automatically extended for successive periods of ten (10) years each.
- 9.02** Declarant and only the Declarant, shall have the right to bring additional property into the Association and subject it to this Declaration. The additional property may be owned by the Declarant or by others. As to any additional property, whether owned by the Declarant or others, which Declarant desires to bring into the Association and subject it to this Declaration, the Association, its Members, and all present and future Owners, their mortgages, successors, and assigns, hereby waive and relinquish and any rights to object to protest against bringing such additional property into the Association or any desired subdivision of such additional property as may be required or desired by Declarant for such additional property. No Owner other than Declarant shall have the right to bring additional property into the Association or to subject additional property to the terms of this Declaration. The provisions of this Section shall not be strictly construed, but shall be broadly and liberally construed for the benefit of the Declarant and the additional property so as to allow the Declarant to bring additional property into the Association and subject it to this Declaration, including but not limited to the subdivision thereof.
- 9.03** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.
- 9.04** The Declarant, the Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restrictions, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expenses of enforcement by the Developer or Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.
- 9.05** Invalidity of any one of these covenants or restrictions by judgement or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.
- 9.06** No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 9.07** Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

**(SIGNATURE PAGE TO FOLLOW)**

IN WITNESS WHEREOF the Developer has executed this Declaration or caused it to be executed by and through its appropriate officers.

**RANGERHILL 150, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DENTON

Before me, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the \_\_\_\_\_ of RangerHill 150, LLC, a Texas limited liability company and that he as such \_\_\_\_\_ being authorized so to do, execute the foregoing instrument for the purpose therein contained by subscribing thereto the name of the limited liability company by himself as \_\_\_\_\_.

WITNESSED my hand and notarial seal at office this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

Insert Surveyors property description here.

**EXHIBIT B**

**Plat of 1416 Ranch**

See Attached

**EXHIBIT C**

**Management Certificate**

The following is in accordance with Texas Property Code Chapter 209

Name of the Subdivision – 1416 Ranch

Name of the Association – 1416 Ranch Property Owner’s Association, Inc

Recording Date of the Subdivision – September 12, 2022

Recording Date for the Declaration – September 12, 2022

Name and Mailing Address for the Association – 1416 Ranch Property Owner’s Association, Inc.

371 W. Byron Nelson Blvd.

Roanoke, TX 76262

Name and mailing address of Associations designated representative

Barry Stephenson

1416 Ranch Property Owner’s Association, Inc.

371 W. Byron Nelson Blvd.

Roanoke, TX 76262

[barry.stephenson@gmail.com](mailto:barry.stephenson@gmail.com)

(214) 616-2270

Property Transfer Fee - \$500.00

**EXHIBIT D**  
**BYLAWS OF 1416 RANCH**

**ARTICLE I**

The name of this corporation is 1416 Ranch Property Owners Association Inc. (the "Association"). Its Principal Place of Business is c/o RangerHill 150 LLC 371 W. Bryon Nelson Blvd., Roanoke, TX 76262. The Association may have such other offices within or without the State of Texas as the Board of Directors or the Members may from time to time designate.

The Association is a legal entity governed by the Texas Business Organization Code. It is a domestic nonprofit corporation subject to Chapter 22 of Title 2 of the Code, The Texas Nonprofit Corporations Law

**ARTICLE II**

1. Eligibility. The Owner or Owners of a Lot who have become such in compliance with all of the requirements and conditions contained in the Declaration of Covenants, including these Bylaws, shall be eligible to be a member of the Association, entitled to attend and vote at all meetings of the Association. The Declarant shall be considered the Owner of each Lot unsold by it.
2. Voting Rights. The Owner or Owners of a Lot shall be entitled to one (1) vote for each Lot owned. In the event that a Lot is owned by two or more persons, the vote allocated to that Lot shall be cast by the person authorized by such multiple Owners, and in the event of a failure to agree upon such authorization, no vote shall be recorded for that Lot. In the event that only one of the two or more Owners of a Lot is present in person at a meeting, such one person shall be presumed to be authorized by all other Owners of the Lot to cast the vote with respect to such Lot. If an Owner/Member is delinquent in paying Association assessments, the Owner/Member is ineligible and not entitled to vote on any matter related to the Association, is ineligible and not entitled to serve on any committee of the Association, is ineligible and not entitled to serve on the Board of Directors of the Association. and is ineligible and not entitled to serve as an officer of the Association.
3. Meeting of Members
  - a. Place of Meeting. Meetings of the Owner/Members shall be held at the principal office or the principal place of business of the Association or at such other place as may be designated by the Board of Directors.
  - b. Annual Meeting. After the Association has been turned over to the Owners the annual meeting of the Members of the Association shall be held at a date and time established by the Board of Directors. The Declarant and only the Declarant will determine when the first annual meeting will occur. At such meeting, the Members shall by written ballot elect a Board of Directors in accordance with these Bylaws and transact such other business of the Association as may properly come before them.
  - c. Special Meeting. Special meetings of the Association may be called by a majority of the Board of Directors. The Owners/Members may call for a special meeting if seventy five percent (75%) of the Members sign a petition asking for a special meeting. One Member per Lot may sign the petition. The signed petition must be delivered to the Board of Directors and/or the President of the Board of Directors. Special meetings will be held at such a time, date and place as determine by the Board of Directors. The Association shall notify the Members of the time, date and place of each Special Meeting no fewer than ten

(10) days nor more than two (2) months before the meeting date. No ordinary business shall be transacted at a special meeting except as stated in the notice.

- d. Transition Meeting. The Transition Meeting is when the Declarant opts to turn over the Association to the Owners. At this meeting Owners/Members of the Association for the Purposes of electing Directors by ballot of Owners/Members. Notice of the Transition Meeting will be given as if it were a notice of a Special Meeting.
- e. Notice of Meetings. Written or printed notice stating the place, date and hour of the meeting, shall be delivered either personally, via standard mail, or via email by the Board of Directors to each Member, as addressed information appears on the membership book of the Association, if any, or if no such address appears, at his last known place of address, at least ten (10) days prior but no more than two (2) months prior to such meeting. Delivery of any notice to the Member at his last known address by deposit postage pre-paid, with the U.S. Postal Service, shall be conclusive notice hereunder. Upon the request of any Member, the board of Directors or other person shall certify that the notice required by this paragraph has been given.
- f. Quorum Requirements. Unless the State of Texas provides for a higher or lower quorum, ten percent (10%) of the votes entitled to be cast on a matter must be represented at a meeting of members to constitute a quorum on that matter. If the number of Members at a meeting fall below the quorum and the question of the lack of a quorum is raised, no business may thereafter be transacted. If any meeting of the Members cannot be held because a quorum is not in attendance, the Members who are present, whether in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called without requirement for additional notice.
- g. Voting. At every meeting of the Members, each Member shall have the right to cast his vote on each question brought before the meeting. However, if an Owner is delinquent in paying his assessments, the Owner shall not be eligible to vote at the meeting of the Members, shall not be eligible to vote at the Board of Directors Meeting and shall not be eligible to serve on the Board of Directors or serve as an officer of the Association. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast, in person or by proxy (provided that there is a quorum present) shall decide any question brought before such a meeting, unless the question is one upon which, by express provision of statute or of the corporate charter of the Association, or the Declaration, or the Bylaws, a different vote is required, in which case such express provisions shall govern and control. The vote of any membership, which is owned by more than one person, may be exercised by any of them present at any such meeting unless any objection or protest by any other Owner of such membership is noted at the meeting. In the event all of the co-owners of any membership who are present at any meeting are unable to agree on the manner in which the vote for such membership shall be cast on any questions, then such vote shall not be counted for purposes of determining that question. No Member is eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is known on the books or management account of the Association to be more than thirty (30) days delinquent in any payment due the Association.
- h. Proxies. A Member may appoint any other Member or any other person permitted by law or by these Bylaws as his proxy. In no case may any Member (except the Developer) cast more than one vote by proxy, in addition to his own vote. A proxy must be in writing and shall be filed with the Secretary or other Board of Director authorized to tabulate votes of

the meeting, before being voted. A proxy shall entitle the holder thereof to vote at any adjournment of the meeting, but shall not be valid after the final adjournment of the meeting. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

### ARTICLE III

#### BOARD OF DIRECTORS

1. Qualification and Election. The affairs of the Association shall be managed by a Board of Directors. A Director does not have to own property in 1416 Ranch to serve on the Board of Directors. The initial Board of Directors shall be appointed by the Declarant and serve continuously until the Transition Meeting occurs. After the Transition Meeting, the Directors shall be elected by a plurality of the votes cast at the annual meeting of the Members. Each Director shall hold office until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified. The initial Board of Directors shall consist of the following: Greg Haertling; Barry Stephenson; Patrick Humes who shall serve from the date upon which the Declaration is recorded with Eastland County, Texas until the Transition Meeting.
2. Number. The number of Directors shall be not less than three (3) persons
3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and the development and may do all such acts and things as required by this Declaration and Bylaw and as directed to be done by the Members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:
  - a. Care and upkeep of the private roadways, entrance gate, perimeter fencing along State Highway 16 and any other properties or structures charged to the care of the Association.
  - b. Establishment and collection of assessments and/or interest and charges thereon from the Members and for the assessment and/or enforcement of liens therefore in a manner consistent with the Declaration and applicable law;
  - c. Hiring of third-parties necessary for the good working order of and provision of services to the development, and Association consistent with applicable law, Bylaws and the Declaration.
  - d. Promulgation, distribution and enforcement of rules and regulations, and such additional restrictions and requirements as may be necessary.
4. Nominations. Nomination for election to the Board shall be made by the Initial Board of Directors at the Transition Meeting. Nominations for election to the Board of Directors after the Transitions Meeting will be accepted from the floor at the annual meeting of the Members.
5. Removal of Directors. A Director may be removed if seventy-five percent (75%) of the Owners sign a petition and deliver the petition to the Board of Directors and/or the President, asking for the Director to be removed. A Director may be removed by the Members only at a meeting called for the purpose of removing the Director, and the meeting notice must state the purpose, or one of the purposes, of the meeting is the removal of the Director. A Director may also be removed for cause by a majority vote of the entire Board of Directors. The initial Board of Directors can only be removed by the Declarant and are not subject to removal by the Members.
6. Vacancies. Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of the majority of the remaining Directors. Any Director vacancy occurring prior to the Transition meeting will be filled by a person selected by the Declarant.
7. Compensation. No compensation shall be paid to Directors for their services as Directors.



8. Term. Directors shall serve for two years. Initial Directors appointed by the Declarant have no term limit and serve until said Director steps down or the Transition Meeting occurs.
9. Meetings. The annual meeting of the Board of Directors shall be held in or out of the State of Texas as soon as practicable after each annual meeting of the Members. The Board of Directors shall permit any or all Directors to participate in an annual meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating can simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.
10. Notice of Director's Meetings. Regular meetings of the Board of Directors shall be held without notice. Special meetings of the Board of Directors shall be preceded by at least two (2) days' notice to each Director of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. Notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken and if the period of adjournment does not exceed one (1) month in any one (1) adjournment.
11. Waiver of Notice. A Director may waive any notice required by the State of Texas, the Declaration, or these Bylaws before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Director entitled to the notice and be filed with the minutes. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless he objects at the beginning of the meeting or promptly upon his arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.
12. Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period or adjournment does not exceed one (1) month in any one adjournment. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Declaration, or the laws of Texas.

## **ARTICLE IV**

### **OFFICERS**

1. Number. The Association shall have a President, Secretary and Treasurer, and such other officers as the Board of Directors shall from time to time deem necessary. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers of the Association are not required to own property within 1416 Ranch.
2. Election and Term. Officers shall be appointed at the first meeting of the Board of Directors and shall hold office until the Transition Meeting. Thereafter, officers shall be appointed for a two (2) year term which will expire at the annual meeting of the Board of Directors. Despite the expiration of an officer's term, he shall continue to serve until his successor is appointed and qualified. An officer may resign at any time by delivering notice to the Association.
3. Staggered Terms. To maintain staggered terms, two directors will be elected in even-numbered years, and one director will be elected in odd-numbered years. To establish staggered terms at the first election, the candidates receiving the most votes will serve two (2) year terms, and the candidate receiving the next-highest votes will serve initial terms of just one (1) year. Thereafter,

their successors will serve two (2) year terms. If the board is ever elected en-masse, the same method will be used to re-establish staggered terms,

4. Duties. All officers shall have such authority and perform such duties in the management of the Association as are normally incident to their offices and as the Board of Directors may from time to time provide. In addition to other duties the Secretary shall be responsible for preparing minutes of the Directors' and Members meetings and for authenticating records of the Members.
5. President. The President shall be the chief executive officer of the Association and shall have responsibility for the general and active management of the business of the Association, and shall see that all orders and resolutions of the board are carried into effect. The President shall preside at all meetings of the Members and at all meetings of the Board of Directors. The President shall have all of the general powers and duties of such office and shall execute all authorized conveyances, contracts, or other obligations in the name of the Association except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.
6. Secretary. The Secretary shall attend all meetings of the Members and all meetings of the Board of Directors and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. When necessary, the Secretary shall give, or cause to be given, notice of all meetings of the Members and the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he or she shall act. When required or requested, the Secretary shall execute with the President all authorized conveyances, contracts or other obligations in the name of the Association except as otherwise directed by the Board of Directors. The Secretary shall keep a register of the post office address and email of each Member. Said address shall be furnished to the Secretary by each Member and the responsibility for keeping said address and email current shall be upon the Member.
7. Treasurer. The Treasurer shall have custody of and keep account of all money, funds and property of the Association, unless otherwise determined by the Board of Directors, and the Treasurer shall render such accounts present such statements to the Directors and the President as may be required of him. The Treasurer shall deposit funds of the Association that may come into his or her hands in such bank or banks as the Board of Directors may designate. The Treasurer shall keep the bank accounts in the name of the Association and shall exhibit the books and accounts at all reasonable times to any Director of the Association.

## **ARTICLE V**

### **RESIGNATIONS, REMOVALS, AND VACANCIES**

1. Resignations. Any Director or Officer may resign at any time by delivering written notice to the Board of Directors, or the President of the Association. Any such resignation shall take effect when it is delivered unless the notice specifies a later effective date.
2. Removal of Officers. Any officer may be removed by the Board of Directors whenever in its judgement the best interests of the Association will be served thereby.
3. Vacancies. Newly created Directorships resulting from an increase in the number of Directors, and vacancies occurring in any office or Directorship for any reason, including removal of an officer or Director, may be filled by the vote of a majority of the Directors then in office, even if less than a quorum exists.

## **ARTICLE VI**

### **ACTION BY CONSENT**

Whenever the Members or Directors are required or permitted to take any action by vote, such action may be taken without a meeting if all Members or Directors consent to taking action without a meeting, and if the number of Members or Directors that would be necessary to establish a quorum and take the action at a meeting sign a written consent setting forth the action so taken and their vote for or against each such proposed action. Written approvals shall only be valid when the number of votes evidenced by written consent equals or exceeds the quorum required to be present at a meeting authorizing such action, and the number of approvals meets or exceeds the number of votes required to approve the matter at a meeting.

## **ARTICLE VII**

### **FISCAL MATTERS**

1. The fiscal year of the Association shall end on the 31<sup>st</sup> day of December of such other time as may be determined by the board of Directors.
2. The Board of Directors shall manage the funds of the Association for the benefit of the Members and shall enforce the provisions of these Bylaws and the Declarations and shall pay out from the common expense funds of the Association the following:
  - a. The cost of such insurance coverage as the Association may affect;
  - b. The cost of any Common Area Property tax liability;
  - c. The cost of providing legal and accounting services as may be considered necessary to the operation of the Development;
  - d. Such other expenses of the Association as are provided for under these Bylaws, the Declaration or applicable Texas law; and
  - e. Annual maintenance (regrading and reshaping) of the Property Roadways.
3. Books and records of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practice.
4. The Board of Directors shall furnish the Members, and the holder of any first mortgage requesting the same, with an annual financial statement of the Association, within ninety (90) days after the end of the fiscal year of the Association, including the income and disbursements of the Association.

## **ARTICLE VIII**

### **ASSOCIATION RECORDS**

1. Inspection of books and records. Books and records of the Association will be made available for inspection and copying pursuant to applicable law, such as Section 22.351 of the Code and Section 209.005 Texas Property Code.
  - a. Proper Purpose. The Board of Directors may require Member to submit a written demand for inspection, stating the purpose for which the Member will inspect the books and records. The Board has the following rights:
    - i. To determine whether the Member's purpose for the inspection is proper
    - ii. To deny the request if the Board of Directors determines that the Member's purpose is not proper
    - iii. If granting the request, to identify which books and records are relevant to the Member's stated purpose for inspection.

1. Indemnification and Hold Harmless. The officers and Directors of the Association shall not be liable to the Members for any mistake of judgement, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify to the extent authorized or permitted by the laws of the State of Texas and person or the estate of any person made or threatened to be made, a party to any action suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that he is or was, or is or was purported to be, a Director, officer, agent, or employee of the Association or served any other enterprise at the request of the Association. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be Owners of Lots within the subdivision) and the Association shall indemnify and forever hold each such officer or Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director or for officer or Director may be entitled. The Association may pay for or reimburse the reasonable expenses incurred by an indemnified person who is party to a proceeding, including counsel fees, in advance of final disposition of the proceeding if such advance payment is permissible under the laws now in effect or hereafter enacted of the State of Texas.

## **ARTICLE XI**

### **AMENDMENT OF BYLAWS**

The Declarant may amend or repeal the Associations Bylaws at any time up to the Transition Meeting. After the Transition Meeting, the Board of Directors may amend or repeal the Associations Bylaws upon securing seventy-five percent (75%) of the Associations Members signing a petition..

## **ARTICLE XII**

### **MISCELLANEOUS PROVISIONS**

1. A resident of the Property or a Management Agent may be designated as the person authorized to accept service of process on behalf of the Association for any purpose.
2. In the event that any provision of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provision hereof which can be given effect.
3. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge upon the terms and provisions of these Bylaws.
4. Whenever in these Bylaws the context so require, the singular shall include the plural and the use of any gender shall be deemed to include all genders.
5. THESES BYLAWS SHALL BE SUBORDINATE TO ALL PROVISIONS OF THE DECLARATION. ALL OF THE TERMS HEREOF, EXCEPT WHERE CLEARLY REPUGNANT TO THE CONTEXT, SHALL HAVE THE SAME MEANING AS IN THE DECLARATIONS AND IN ANY CONFLICT BETWEEN THE TERMS OF THESE BYLAWS AND THE DECLARATION, THE DECLARATION SHALL CONTROL.