



# City of Richmond

*Where History Meets Opportunity*

## Regular Scheduled City Commission Meeting

(in person)

600 Morton Street

Richmond, Texas 77469

Monday, August 19, 2024 at 4:30 P.M.

Join Zoom Meeting

<https://us06web.zoom.us/j/2240869784?omn=86782973180>

Meeting ID: 224 086 9784

One tap mobile

+13462487799,,2240869784# US (Houston)

Dial by your location

• +1 346 248 7799 US (Houston)

Mayor Rebecca K. Haas

Commissioner Terry Gaul

Commissioner Barry Beard

Commissioner Carl Drozd

Commissioner Alex BeMent

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### AGENDA

- A1. Call to Order, Quorum Determined and Meeting Declared Open.
- A2. Recite the Pledge of Allegiance to the U. S. Flag and the Texas Flag.
- A3. Mayor, City Commissioners and City Staff Announcements per Sec. 551.0415 of the Texas Government Code.
- A4. Public comments (Public comment is limited to a maximum of 3 minutes per item. No Deliberations with the Commission. Time may not be given to another speaker.)
- A5. Update on Mustang Crossing Apartments, including Code and Police Departments.
- A6. Presentation on Pros/Cons on Annexation.
- A7. Public Hearing on a Replat – Wall Street Village – 45.131 acres of land – 4 Blocks – 150 Lots – 10 Reserves. The subject site is located at the southeastern portion of

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*

Regular Scheduled City Commission Meeting Agenda

August 19, 2024

Page 1 of 5

FM 2218 and Wall St intersection, south of Walmart.

**CONSENT AGENDA**

- A8. All consent agenda items listed are considered routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests; in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.
1. Review and consider taking action on the minutes the Regular City Commission Meeting and the Workshop held on July 22, 2024 and Special City Commission Meeting held on July 12, 2024 (copies are enclosed).
  2. Review and consider taking action on the Fire Department report (a copy is enclosed).
  3. Review and consider taking action on the Police Department report (a copy is enclosed).
  4. Review and consider taking action on the Municipal Court report (a copy is enclosed).
  5. Review and consider taking action on the Monthly Financial Report (a copy is enclosed).
  6. Review and consider taking action on the Tax Assessor/Collector Report (a copy is enclosed).
  7. Review and consider taking action on the Public Works Report (a copy is enclosed).
  8. Review and consider taking action on Planning Department Report (a copy is enclosed).
  9. Review and consider taking action on the Building Department Report (a copy is enclosed).
  10. Review and consider taking action on the Code Enforcement Report (a copy is enclosed).

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11. Review and consider taking action on the Emergency Management Report (a copy is enclosed).
12. Review and consider taking action on the Development Corporation of Richmond Report (a copy is enclosed).
13. Review and consider taking action on the proposed FY 2025 Holiday Schedule.
14. Set date for next meeting. (Special City Commission Meeting on Tuesday, September 10<sup>th</sup> at 4:30 p.m. and Regular City Commission Meeting and Workshop on Monday, September 19<sup>th</sup> at 4:30 p.m.)

### **REGULAR AGENDA**

- A9. Review and consider taking action on Resolution No. 491-2024, approving Performance Agreement with the Development Corporation of Richmond and the YMCA of Greater Houston.
- A10. Review and consider taking action on Resolution No. 489-2024, authorizing publication of notice of intent to issue Certificates of Obligation.
- A11. Review and accept the Truth in Taxation Worksheet that coordinate with the FY 2024 Certified Tax Roll.
- A12. Review and discuss FY 2024-25 Annual Budget Workshop to discuss Tax Rate.
- A13. Review and record vote on notice to publish tax rate.
- A14. Review and consider taking action on Resolution No. 490-2024, establishing a fire protection agreement with Fort Bend County No. 251 (Indigo).
- A15. Review and consider taking action on Ordinance No. 2024-10, amending Animal Ordinance.
- A16. Review and consider taking action on an Amending Conceptual Plan – Wall Street Village – 45.131 acres of land – 4 Blocks – 150 Lots – 10 Reserves. The subject site is located at the southeastern portion of FM 2218 and Wall St intersection, south of Walmart.
- A17. Review and consider taking action on a Replat – Wall Street Village – 45.131 acres of land – 4 Blocks – 150 Lots – 10 Reserves. The subject site is located at the

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southeastern portion of FM 2218 and Wall St intersection, south of Walmart.

- A18. Review and consider taking action on authorizing City Manager to execute construction contract for the water line rehabilitation project at Collins St, Cub Lane, Leonard, Lettie, Center and Ferry Streets.
- A19. Review and consider taking action on authorizing City Manager to execute a design contract for a generator at the Surface Water Treatment Plant.
- A20. Explanation of Absence at Regular City Commission Meeting.
- A21. Consider taking action on requests for future agenda items.
- A22. Adjourn to Executive Session, as authorized by Texas Government Code, Sections 551.071, Attorney Consultation, 551.072, Deliberation of Real Estate Discussions; 551.074 Personnel Matters and 551.087, Economic Development Negotiations.

### **EXECUTIVE SESSION**

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A) (Open Meetings Law), "The City Commission may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following section;" Sec. 551.072, Deliberation Regarding Real Estate; Sec. 551.087, Economic Development Negotiations; Sec. 551.071, Consultation with attorney, Sec. 551.074, Personnel Matters.

- E1. Executive Session for Deliberation Regarding Real Estate and Economic Development.
- E2. Executive Session for Personnel Matters.
  - 1. Discuss City Manager's duties and responsibilities, Section 4.01(6) of the City Charter.
  - 2. Discuss City Attorney's duties and responsibilities, Section 4.04(2) of the City Charter.

### **OPEN MEETING**

- C1. Reconvene into Open Meeting, and take action on items, if necessary.
  - A. Real Estate.
  - B. Personnel Matters.
    - 1. City Manager.
    - 2. City Attorney.

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C2. Adjournment.

If, during the course of the meeting covered by this Agenda, the Commission shall determine that an executive session of the Commission, should be held or is required in relation to any item included in this Agenda, then such executive session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Agenda concerning any and all subjects and for any and all purposes permitted by Sections 551.071-551.090 of the Texas Government Code, including, but not limited to, Section 551.071 – for purpose of consultation with attorney, on any or all subjects or matters authorized by law.

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETING**

The City of Richmond City Commission meetings are available to all persons regardless of disability. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary's office at (281) 342-5456 ex. 505 for needed accommodations.

If you have any questions, please let me know.  
Terri Vela



# City of Richmond

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**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A1. Call to Order, Quorum Determined, Meeting Declared Open



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**600 Morton Street**

**Richmond, Texas 77469**

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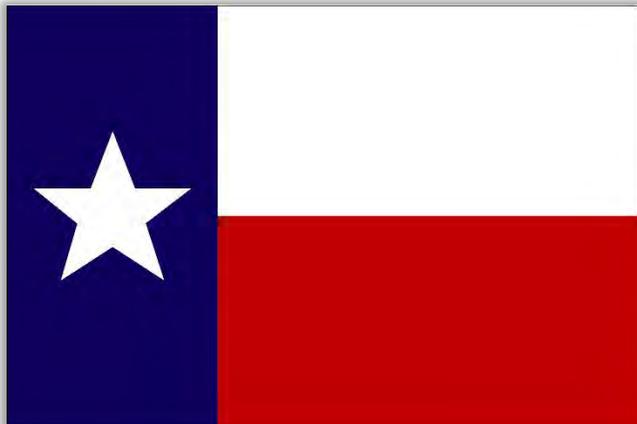
- A2. Recite the Pledge of Allegiance to the U. S. Flag and the Texas Flag.

## The US Pledge of Allegiance



I pledge allegiance to the flag of the United States of America, And to the Republic for which it stands, one Nation Under God, indivisible, with liberty and justice for all.

## Pledge to the Texas Flag



Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.



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**Monday, August 19, 2024 at 4:30 P.M.**

- A3. Mayor, City Commissioners and City Staff Announcements per Sec. 551.0415 of the Texas Government Code

### **Section 551.0415 of the Texas Government Code**

The City Commission may receive from staff and a member of the City Commission may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report and possible action is not discussed regarding the information provided in the report.

"Items of Community Interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen;
- (4) a reminder about an upcoming event organized or sponsored by the City Commission;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City that was attended or is scheduled to be attended by a member of the City Commission or an official or employee of the City; and
- (6) announcements involving an imminent threat to the public health and safety of people in the City that has arisen after the posting of the agenda.

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- A4. Public comments (Public comment is limited to a maximum of 3 minutes per item. No Deliberations with the Commission. Time may not be given to another speaker.)



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**600 Morton Street**

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Monday, August 19, 2024 at 4:30 P.M.

- A5. Update on Mustang Crossing Apartments, including Code and Police Departments.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: 8/12/2024**

**Staff Review:**

City Manager \_\_\_\_\_

City Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Fire Department \_\_\_\_\_

Police Department \_\_\_\_\_

Public Works \_\_\_\_\_

**AGENDA ITEM: A6**

**SUBMITTED BY: Scott Fajkus, Building Official**

**SYNOPSIS**

**Update for hurricane damage mitigation at the Mustang Apartment Complex.**

**COMPREHENSIVE PLAN 2014 GOALS ADDRESSED**

**BACKGROUND**

**On July 8, 2024, the Mustang Apartment Buildings 20, 22, and 26 were damaged by hurricane Beryl. A structural assessment report was submitted to the City of Richmond a few days after the incident. The report was detailed and outlined the necessary repairs needed to meet the City's Building Code.**

**Commercial building and electrical permit applications were submitted by General and Electrical Contractors August 15<sup>th</sup>2024 for the damaged buildings, and construction started shortly after permits were issued. Once a portion of the exterior construction was completed the electrical cable boxes, meters and any other damaged items were replaced to meet City's Electrical Code.**

**Multiple inspections were made throughout the renovation process by City Inspectors. Photos were captured from start to finish by city staff and by the general contractor. The damaged buildings from Hurricane Beryl are about 90% complete. The issues that were caused by the storm have been resolved and the previously damaged apartments comply with the City of Richmond adopted codes.**

**BUDGET ANALYSIS**

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2022 FUNDS BUDGETED	FY 2016 FUNDS AVAILABLE	AMOUNT REQUESTED

BUDGET AMENDMENT REQUIRED? YES \_\_\_\_\_ NO \_\_\_\_\_

Requested Amendment:  
Budgeted funds estimated for FY

Purchasing Review:  
Financial/Budget Review:

FORM CIQ: \_\_\_\_\_

FORM 1295 \_\_\_\_\_

**SUPPORTING MATERIALS**

**STAFF'S RECOMMENDATION**

City Manager Approval: \_\_\_\_\_

Neal Conant Gemstar Construction 8/5/2024 | 44 Photos



Mustang Crossing 240805



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/12/2024, 9:47am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/12/2024, 9:47am  
Creator: Osmin Pena

3



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/12/2024, 9:49am  
Creator: Osmin Pena

4



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/12/2024, 9:50am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/12/2024, 9:51am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/12/2024, 9:51am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/12/2024, 9:52am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/12/2024, 9:52am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/15/2024, 8:46am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/15/2024, 11:13am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/15/2024, 3:51pm  
Creator: Osmin Pena

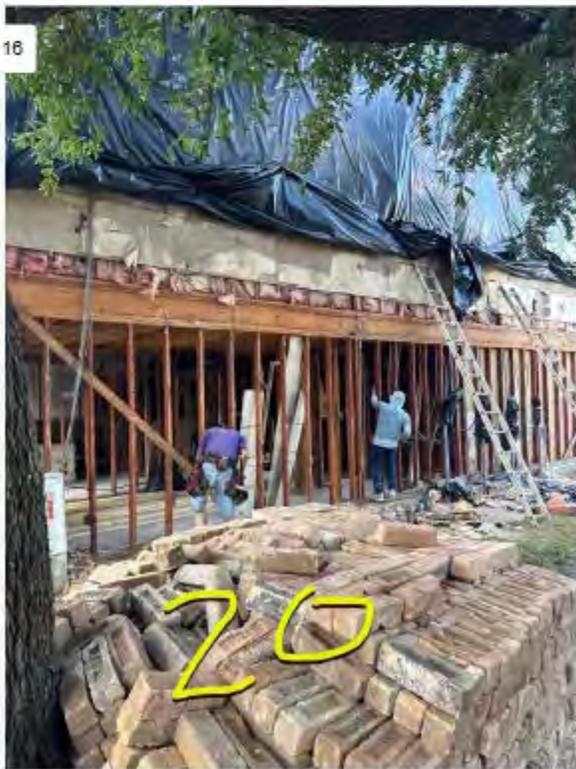


Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/16/2024, 11:43am  
Creator: Osmin Pena





Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/17/2024, 10:30am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/17/2024, 10:31am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/17/2024, 10:31am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/17/2024, 3:56pm  
Creator: Osmin Pena

19



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/17/2024, 3:57pm  
Creator: Osmin Pena

20



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/19/2024, 10:00am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/19/2024, 10:00am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/22/2024, 3:01pm  
Creator: Osmin Pena

23



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/22/2024, 3:01pm  
Creator: Osmin Pena

24



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/24/2024, 12:02pm  
Creator: Osmin Pena

25



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/24/2024, 12:03pm  
Creator: Osmin Pena

26



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/24/2024, 12:03pm  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/24/2024, 3:49pm  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/24/2024, 3:49pm  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/29/2024, 11:57am  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/29/2024, 11:58am  
Creator: Osmin Pena

31



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/29/2024, 4:58pm  
Creator: Osmin Pena

32



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/29/2024, 4:58pm  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/29/2024, 4:59pm  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/29/2024, 4:59pm  
Creator: Osmin Pena

35



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/29/2024, 5:00pm  
Creator: Osmin Pena

36



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/30/2024, 11:15am  
Creator: Osmin Pena

37

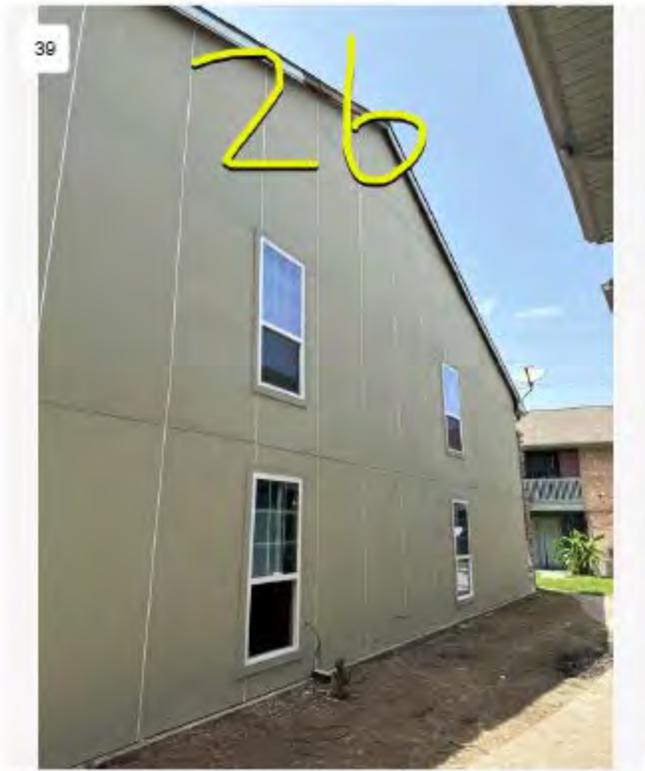


Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/31/2024, 2:34pm  
Creator: Osmin Pena

38



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/31/2024, 2:35pm  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/31/2024, 2:36pm  
Creator: Osmin Pena



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/31/2024, 2:37pm  
Creator: Osmin Pena

41



Project: Mustang Crossing Apartments - Brick Damage  
Date: 7/31/2024, 2:38pm  
Creator: Osmin Pena

42



Project: Mustang Crossing Apartments - Brick Damage  
Date: 8/2/2024, 3:28pm  
Creator: Osmin Pena

43



Project: Mustang Crossing Apartments - Brick Damage  
Date: 8/2/2024, 3:29pm  
Creator: Osmin Pena

44



Project: Mustang Crossing Apartments - Brick Damage  
Date: 8/2/2024, 3:29pm  
Creator: Osmin Pena



**Wed, August 14, 2024 01:42PM**



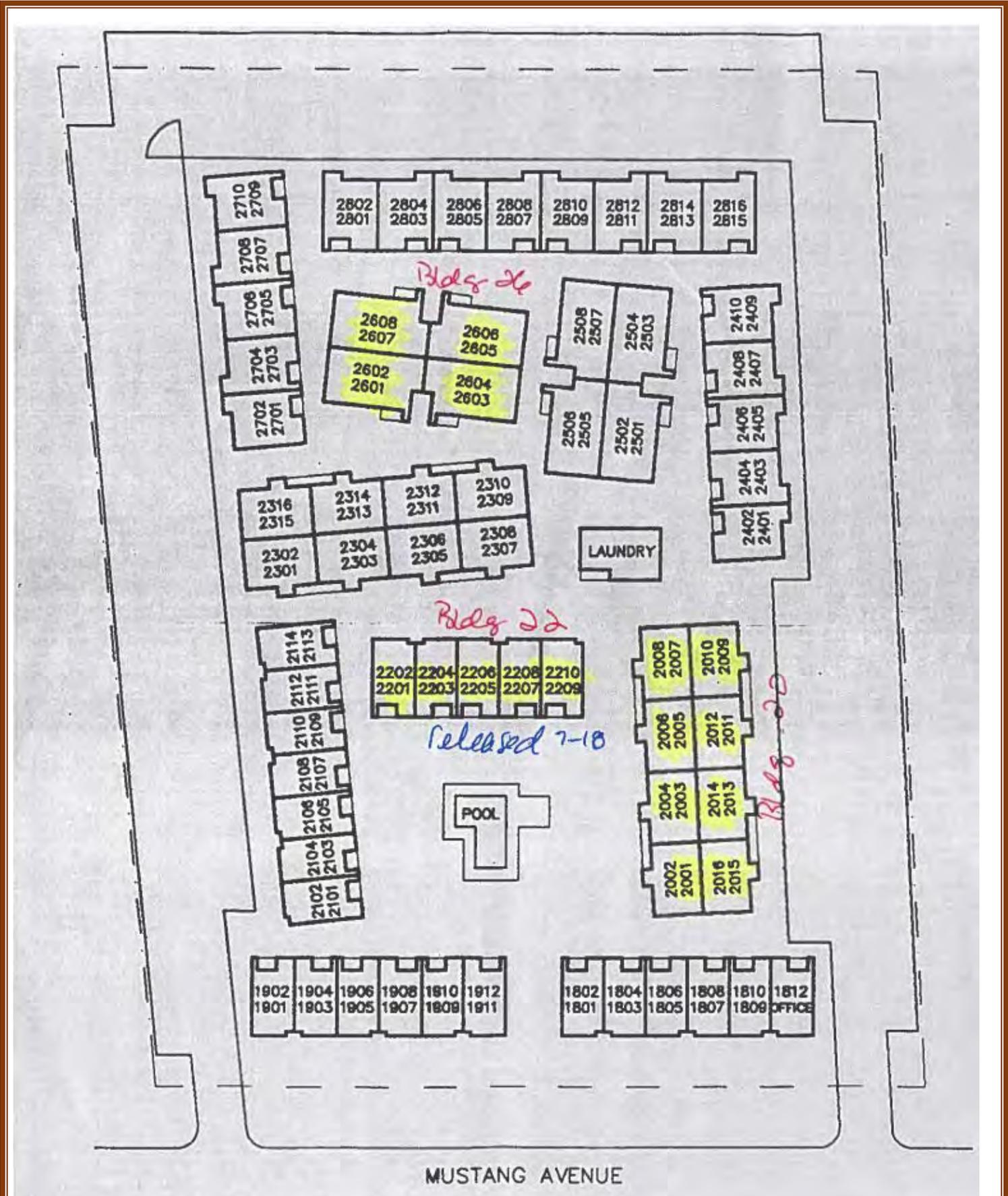








**Wed, August 14, 2024 01:40PM**





Mr. Neal Conant  
Gemstar Construction

Inspection Date: July 11, 2024

RE: Structural Assessment for Gable Wall Damage at Mustang Crossing Apartments  
1800 Mustang Dr  
Richmond, TX 77469

Mr. Conant:

I am writing to provide a detailed assessment and repair plan for the gable wall damage sustained by buildings #20, #22, and #26 at the Mustang Crossing Apartments in Richmond, TX, due to wind loads experienced during Hurricane Beryl. The following report outlines the findings from our inspection and presents a comprehensive repair strategy to restore the structural integrity of the affected buildings.

#### Inspection Observations

##### 1. Damage Overview:

- **Gable Walls:** Significant damage was observed on the gable walls of buildings #20, #22, and #26. The brick veneer has collapsed, exposing the underlying structural elements to further potential damage.

#### Repair Plan

To ensure the structural integrity of the gable walls and provide a durable repair, the following steps will be implemented:

##### 1. Removal and Assessment:

- **Gypsum Board Sheathing Removal:** Remove the existing gypsum board sheathing to fully assess the condition of the framing studs.
- **Inspection of Framing Studs:** Conduct a thorough inspection of the framing studs to identify and document any damage or compromise.

##### 2. Framing Repairs:

- **Replacement of Damaged Framing Members:** Replace any framing studs or structural elements that show signs of damage or are compromised in any way.

##### 3. Shear wall Installation:

- **Shear wall Specifications:** Install shear walls on each gable wall that is repaired. Each shear wall will be constructed using 4x8 sheets.
- **Nail Spacing:** Ensure nail spacing is 4 inches at the perimeter and 6 inches in the field of each 4x8 sheet installed. This will provide the necessary reinforcement and resistance to lateral loads.

##### 4. Brick Tie Installation:

- **Proper Installation of Brick Ties:** If brick veneer is to be reinstalled, ensure that brick ties are properly installed to secure the brick veneer to the structural framing. This will help prevent future failures and maintain the integrity of the veneer.

##### 5. Alternative Facade Option:

- **Cement Fiber Siding:** As an acceptable alternative to brick veneer, install cement fiber siding as the exterior facade. This material offers durability and resistance to weathering, providing a robust solution for the damaged gable walls.

#### Conclusion

The above repair plan aims to restore the structural integrity and aesthetic appearance of buildings #20, #22, and #26 at the Mustang Crossing Apartments. By removing damaged materials, repairing the underlying structure, and installing robust shear walls and appropriate exterior facades, we can ensure the longevity and safety of the buildings.



If you have any questions or would like to further discuss our recommendations, please do not hesitate to contact us at your convenience. We may be reached at (281) 416-9660 or via email at [info@edp-llc.com](mailto:info@edp-llc.com).

Sincerely,  
EDP Engineers & Inspectors, LLC

A handwritten signature in blue ink that reads "Gerald C. Reece".

Gerald C. Reece, P.E.  
Principal



7-11-24

F-7680



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A6. Presentation on Pros/Cons on Annexation.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: August 19, 2024**

**Staff Review:**

City Manager \_\_\_\_\_

City Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Fire Department \_\_\_\_\_

Police Department \_\_\_\_\_

Public Works \_\_\_\_\_

**AGENDA ITEM:**

**SUBMITTED BY: Mason Garcia, Planning Director  
Planning Department**

**SYNOPSIS**

This agenda item will cover the pros and cons of annexation. The City of Richmond is positioned for near and long-term growth within and immediately surrounding the City Limits. The City's adoption of the Home Rule Charter in May 2013 expanded Richmond's annexation authority. The Charter defines the powers, duties and responsibility of local government. Annexation is a tool to manage growth while supporting infrastructure that will benefit the area. Annexation of a parcel of land into the city must be contiguous to the city limits and within the Extraterritorial Jurisdiction (ETJ) of the City and not within other cities' ETJ. The ETJ is an unincorporated area that is contiguous to the corporate boundaries of the City of Richmond, Texas, which through the authorities provided by state law, allows the City to extend some regulatory provisions (e.g., the subdivision of property less than five acres in size) into the unincorporated area as a means to protect the general health, safety, and welfare of persons residing in and adjacent to the City, and as a means to define future growth and service boundaries. The purpose of the ETJ is to allow cities to plan for growth outside of the city limits.

**COMPREHENSIVE PLAN 2014 GOALS ADDRESSED**

**A. Use annexation as a strategic growth tool to expand Richmond's population and tax base in coordinated and fiscally responsible manner.**

**BACKGROUND**

- The following report will provide an overview of the Pros and Cons of annexation.
- The attached report provides information over the following:
  - Types Of Annexation
  - Requirements To Offer Development Agreement
  - Process For Annexation
  - Fiscal Impact Model

- **Pros And Cons Annexation**
- **Other Considerations**

**BUDGET ANALYSIS**

<b>FUNDING SOURCE</b>	<b>ACCOUNT NUMBER</b>	<b>PROJECT CODE/NAME</b>	<b>FY 2023-2024 FUNDS BUDGETED</b>	<b>FY 2023-2024 FUNDS AVAILABLE</b>	<b>AMOUNT REQUESTED</b>
N/A	N/A	N/A	N/A	N/A	N/A

BUDGET AMENDMENT REQUIRED? YES \_\_\_\_\_ NO   x  

Requested Amendment: N/A  
 Budgeted funds estimated for FY 2023-2024: N/A

Purchasing Review: N/A  
**Financial/Budget Review: N/A**

FORM CIQ:   N/A  

FORM 1295:   N/A  

**SUPPORTING MATERIALS**

**A report has been submitted by the Planning Department for review by the Mayor and City Commission.**

**STAFF'S RECOMMENDATION**

**Presentation on the Pros and Cons of Annexation.**

City Manager Approval: \_\_\_\_\_



**CITY COMMISSION**  
*Pros and Cons of Annexation*

**Agenda Date:** August 19, 2024  
**Agenda Item Subject:** Pros and Cons of Annexation  
**Project Planner:** Mason A. Garcia, Planning Director

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**INTRODUCTION**

This agenda item will cover the pros and cons of annexation. The City of Richmond is positioned for near and long-term growth within and immediately surrounding the City Limits. The City’s adoption of the Home Rule Charter in May 2013 expanded Richmond’s annexation authority. The Charter defines the powers, duties and responsibility of local government. Annexation is a tool to manage growth while supporting infrastructure that will benefit the area. Annexation of a parcel of land into the city must be contiguous to the city limits and within the Extraterritorial Jurisdiction (ETJ) of the City and not within other cities’ ETJ. The ETJ is an unincorporated area that is contiguous to the corporate boundaries of the City of Richmond, Texas, which through the authorities provided by state law, allows the City to extend some regulatory provisions (e.g., the subdivision of property less than five acres in size) into the unincorporated area as a means to protect the general health, safety, and welfare of persons residing in and adjacent to the City, and as a means to define future growth and service boundaries. The purpose of the ETJ is to allow cities to plan for growth outside of the city limits.

**TYPES OF ANNEXATION**

Chapter 43 within the Texas Local Government Code<sup>1</sup> contains the types of annexation which each have different subtypes. These two main classifications are consent annexations and consent exempt annexations. The consent annexation classification contains the following:

- Subchapter C-3 (annexation on request of each landowner);
- Subchapter C-4 (annexation of area with population less than 200 - petition); and
- Subchapter C-5 (annexation of area with population of 200 or more – election/petition).

The procedures found in Subchapter C-3, C-4 and C-5 provide detail on the specifics of each item.

Consent exempt annexations can be any of the following:

1. Tex. Local Government Code § 43

- (1) Section 43.0115 (Enclave);
- (2) Section 43.0116 (Industrial District);
- (3) Section 43.012 (Area Owned by Type-A Municipality);
- (4) Section 43.013 (Navigable Stream);
- (5) Section 43.0751(h) (Strategic Partnership);
- (6) Section 43.101 (Municipally Owned Reservoir);
- (7) Section 43.102 (Municipally Owned Airport); and
- (8) Section 43.1055 (Road and Right-of-Way).

The Comprehensive Master Plan contains a set of policies which are intended to direct development to areas that are currently served or may be served in the near future with municipal services and facilities. In the review of proposed annexations, the City must consider economic development objectives and cost effective development practices. This strategy allows the city to expand in a fiscally responsible manner and protect agricultural land from premature urbanization or possible sprawl. Growth of the city limits through annexation must be carefully considered. The city should create a process which will be able to consistently evaluate these considerations to ensure a preferred pattern of land development and redevelopment.

### **REQUIREMENTS TO OFFER DEVELOPMENT AGREEMENT**

Under Section 43.016 of the Local Government Code a city is not permitted to annex an area that is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter.<sup>2</sup> To allow for the annexation of the above stated area the city is required to offer a development agreement that would guarantee continuation of extraterritorial jurisdiction status and authorize the enforcement of all regulations of the city that do not interfere with the use of the area for agriculture, wildlife management or timber.

Under this Section the landowner may then accept the agreement or decline the agreement while still petitioning for annexation. If no agreement is made prior to the annexation, then annexation is void.

A Development Agreement can allow the city to:

2. Tex. Local Government Code § 43.016
3. Tex. Local Government Code § 43.062
4. <https://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1>
5. Tex. Loc. Gov't Code § 43.0751(C).

1. Provide immunity from annexations for a maximum of 45 years;
2. Extend the municipality’s planning authority over the land by providing for a development plan;
3. Authorize enforcement of certain land use and development regulations;
4. Provide for infrastructure for the land; and
5. Specify the uses and development of the land before and after annexation.

### **PROCESS FOR ANNEXATION**

A property owner who wishes to petition the City of Richmond for annexation must submit the required documentation to begin the annexation process.<sup>3</sup>

- The Landowner must submit a petition to request the parcel of land into the City of Richmond;
- The city will determine the appropriateness of Section 43.016;
- The city shall negotiate and enter into a written service agreement which details the provision of services to be provided;
- Negotiate and execute written service agreement;
- Public hearing at City Commission;
- Written notice to school district and applicable public entities while meeting the notice below;
- Publication of notice in the newspaper and on the city website after the 20<sup>th</sup> day before the date of the hearing but before the 10<sup>th</sup> day before the hearing date.
- Conduct public hearing and adopt annexation ordinance.

### **FISCAL IMPACT MODEL**

2. Tex. Local Government Code § 43.016
3. Tex. Local Government Code § 43.062
4. <https://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1>
5. Tex. Loc. Gov’t Code § 43.0751(C).

The Fiscal Impact model is a projection of direct and current public costs and revenues associated with residential or non-residential growth to the jurisdiction in which growth is taking place. Fiscal impact model projections are based on information provided by the developer. Overall, a fiscal impact model is the City's tool to calculate and project the proposals involving annexation will align with City long-term goals and are fiscally responsible.

The Fiscal impact model contains the following assumptions:

- Project Specific from developer:
  - Annual Gross sales
  - Sales Tax
- Project Specific Assumptions from City:
  - Meter Size
  - Property taxes
    - Improved property value
    - Land assessed value
  - Capital contribution to extend utilities.
  - If necessary, additional personnel to support new development or annexation.
  - If necessary, additional capital expenditures such as vehicles to support new development or annexation.

The Fiscal Impact model provides insight into the long-term economic impact of a proposed development. Once the city is able to determine the long-term impact of the proposal, additional considerations are examined. To better define these considerations a list supporting and opposing the rationale for annexation is provided below.

### **PROS AND CONS OF ANNEXATION**

The city should ensure that each annexation proposal has been thoroughly vetted to confirm the city and the applicants will both benefit from annexation. The ability to evaluate each petition for annexation is key to a consistent and dependable process for the city and petitioners or potential stakeholders. Provided below are pros and cons of the most typical types of annexation; the annexation request of a landowner.

2. Tex. Local Government Code § 43.016
3. Tex. Local Government Code § 43.062
4. <https://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1>
5. Tex. Loc. Gov't Code § 43.0751(C).

### PROS

1. The City of Richmond may exercise zoning authority conferred by Chapter 211, Municipal Zoning Authority of the Texas Local Government Code. The zoning authority as provided in the Unified Development Code has a general purpose to protect the public health, safety, morals and general welfare of citizens and stake holders within the City of Richmond.<sup>4</sup>
2. The City is able to regulate land-use, density, scale, and site design consideration (parking, landscaping, lighting etc.) on parcels of land within City Limits.
3. More efficient management of resources and infrastructure.
4. Parcels of land within the city limits will bring in tax revenue unless a newly annexed use is tax exempt.
5. Owners of annexed property will receive voting rights within the city and voting rights on items for consideration.
6. Th City may enter into a Development Agreement which contains provisions for a specific parcel of property for annexation.
  - The Development Agreement may contain provisions for allocation of responsibility of water, wastewater road and drainage infrastructure and cost-sharing.
  - Payment of impact fees or other cost.
  - Development of parkland, open space conservation or greenbelt areas.
  - Intensity of development, land-uses and zoning.

### CONS

1. Infrastructure challenges which require substantial new infrastructure to meet city standards including upgrades to roads, utilities, and sidewalks, etc.
2. Administrative capacity to service annexation of the new area.
3. Business owners may face regulatory challenges as applicable platting and permitting processes may differ from county requirements.
4. Increased strain on resources to provide municipal services such as police, fire protection, and other municipal services.
5. De-annexation requests may impede the city's planning efforts for quality and compatible development and create voids in the ETJ causing the city to re-evaluate future annexations.
6. Properties that are being used as a limited conditional or prohibited use shall not be required to change the current use once annexed. The property may contain a non-conforming use which will be able to continue unless discontinued for a period of six months. Major nonconforming uses shall not be resumed, while an application for a conditional use permit may be submitted for a minor nonconforming use, if submitted before the six-month deadline.

2. Tex. Local Government Code § 43.016
3. Tex. Local Government Code § 43.062
4. <https://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1>
5. Tex. Loc. Gov't Code § 43.0751(C).

## **OTHER CONSIDERATIONS**

### **Municipal Utility District (MUD)**

A municipal utility district (MUD) is a state governmental entity that provides utility services to a defined area. The utility services can include water, sewer, drainage, parks and roads. A MUD is an alternative solution to finance infrastructure for developers when city services in the area are not readily available. A city may bring a MUD into the City limits only after both parties have entered into a “strategic partnership agreement.”

During the “strategic partnership agreement” process the city would run a fiscal analysis of the MUD and do an evaluation of the current infrastructure to determine the current conditions. The city would assume any outstanding debt or MUD bonds and pay the bond investors. Area annexed into the city from the MUD would no longer have ad valorem taxes and would be subject to city taxes.

### **Strategic Partnership Agreement (SPA)**

A Strategic Partnership Agreement is a written agreement between a municipality and a district Tex. Loc. Gov’t Code § 43.0751(a)(3). As mentioned in the previous paragraph, a Strategic Partnership Agreement is used as an agreement between the city and a MUD, Water Control Improvement District or other types of districts. The agreement shall be entered by mutual consent and shall not be effective until adopted by the governing bodies of the municipality and district.

Strategic Partnership Agreements may provide the following Tex. Loc. Gov’t Code § 43.0751(f):

- (1) limited-purpose annexation of the district on terms acceptable to the municipality and the district provided that the district shall continue in existence during the period of limited-purpose annexation;
- (2) limited-purpose annexation of a district located in a county with a population of more than 3.3 million:
  - (A) only if the municipality does not require services, permits, or inspections or impose fees for services, permits, or inspections within the district; and

2. Tex. Local Government Code § 43.016
3. Tex. Local Government Code § 43.062
4. <https://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1>
5. Tex. Loc. Gov’t Code § 43.0751(C).

(B) provided that this subsection does not prevent the municipality from providing services within the district if:

(i) the provision of services is specified and agreed to in the agreement;

(ii) the provision of services is not solely the result of a regulatory plan adopted by the municipality in connection with the limited-purpose annexation of the district; and

(iii) the district has obtained the authorization of the governmental entity currently providing the service;

(3) payments by the municipality to the district for services provided by the district;

(4) annexation of any commercial property in a district for full purposes by the municipality, notwithstanding any other provision of this code or the Water Code, except for the obligation of the municipality to provide, directly or through agreement with other units of government, full provision of municipal services to annexed territory, in lieu of any annexation of residential property or payment of any fee on residential property in lieu of annexation of residential property in the district authorized by this subsection;

(5) a full-purpose annexation provision on terms acceptable to the municipality and the district;

(6) conversion of the district to a limited district including some or all of the land included within the boundaries of the district, which conversion shall be effective on the full-purpose annexation conversion date established under Subdivision (5);

(7) agreements existing between districts and governmental bodies and private providers of municipal services in existence on the date a municipality evidences its intention by adopting a resolution to negotiate for a strategic partnership agreement with the district shall be continued and provision made for modifications to such existing agreements; and

(8) such other lawful terms that the parties consider appropriate.

(g) A strategic partnership agreement that provides for the creation of a limited district under Subsection (f)(6) shall include provisions setting forth the following:

(1) the boundaries of the limited district;

2. Tex. Local Government Code § 43.016

3. Tex. Local Government Code § 43.062

4. <https://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1>

5. Tex. Loc. Gov't Code § 43.0751(C).

(2) the functions of the limited district and the term during which the limited district shall exist after full-purpose annexation, which term may be renewed successively by the governing body of the municipality, provided that no such original or renewed term shall exceed 10 years;

(3) the name by which the limited district shall be known; and

(4) the procedure by which the limited district may be dissolved prior to the expiration of any term established under Subdivision

### **ETJ Release**

Land within the City's ETJ may file for ETJ release as Per Chapter 42 of Texas Local Government Code Subchapter D & E. Provisions within these subchapters lay out the process for which a landowner may petition for ETJ release.

Requirements to be filed for an ETJ release (subchapter D) :

1. Petition must be in writing detailing areas boundaries and include a map of the area.
2. Must contain a requisite number of signatures or singular land owner that include the date of birth, voter registration number, county of registration, residence address and date of signing.
3. If the petition is statutorily sufficient it is released by operation of law. This occurs by the 45<sup>th</sup> day of the reception of a valid petition as verified by the City Secretary.

Requirements to be filed for an ETJ release (subchapter E):

Sec. 42.152. AUTHORITY TO REQUEST ELECTION FOR RELEASE. (a) A resident of an area in a municipality's extraterritorial jurisdiction may request the municipality to hold an election in accordance with this subchapter to vote on the question of whether to release the area from the municipality's extraterritorial jurisdiction by filing with the municipality a petition that includes the signatures of at least five percent of the registered voters residing in the area as of the date of the preceding uniform election date.

(b) A resident may not request another election on the question of releasing the same or substantially same area from the municipality's extraterritorial jurisdiction before the second anniversary of the date the municipality receives a petition filed under Subsection (a).

2. Tex. Local Government Code § 43.016
3. Tex. Local Government Code § 43.062
4. <https://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1>
5. Tex. Loc. Gov't Code § 43.0751(C).

(c) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

(1) metes and bounds; or

(2) lot and block number, if there is a recorded map or plat.

Sec. 42.153. ELECTION. (a) Except as provided by Section 42.156, a municipality shall order an election on the question of whether to release an area from the municipality's extraterritorial jurisdiction to be held on the first uniform election date that falls on or after the 90th day after the date the municipality receives a petition that complies with Section 42.152.

(b) The municipality shall hold the election ordered under this section in the area described by the petition at which the qualified voters of the area described by the petition may vote on the question of the release.

(c) An election ordered under this section must be held in the same manner as general elections of the municipality. The municipality shall pay for the costs of holding the election.

Sec. 42.154. RESULTS OF ELECTION. (a) The governing body of a municipality shall canvass the election returns for an election held under this subchapter in accordance with Chapter 67, Election Code.

(b) Not later than 48 hours after the canvass of an election held under this subchapter, the municipality shall notify the residents of the area proposed to be released from the municipality's extraterritorial jurisdiction of the results of the election. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.152.

Sec. 42.155. RELEASE OF AREA AS RESULT OF ELECTION. (a) If at the election held under this subchapter a majority of qualified voters of the area to be released approve the proposed release, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

2. Tex. Local Government Code § 43.016
3. Tex. Local Government Code § 43.062
4. <https://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1>
5. Tex. Loc. Gov't Code § 43.0751(C).

(b) If the municipality fails to take action to release the area under Subsection (a) by the later of the next meeting of the municipality's governing body or the 15th day after the canvass date for the election, the area is released by operation of law.

(c) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be included in the municipality's extraterritorial jurisdiction or corporate boundaries.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.156. VOLUNTARY RELEASE. Instead of holding an election under Section 42.153, the municipality may voluntarily release the area for which the election is to be held from the municipality's extraterritorial jurisdiction before the date on which the election would have been held under Section 42.153(a).

A parcel of land that is released from the City ETJ would then be required to follow the county's requirements. The following five areas are exempt from subchapter D&E (Tex. Loc. Gov't Code § 42.101):

- (1) an area within five miles of a military base boundary where active training occurs;
- (2) an area within 15 miles of an active military base in San Antonio's or Houston's ETJ;
- (3) certain areas that were voluntarily annexed into cities' ETJ in Hays County;
- (4) property located in an industrial district; and
- (5) property subject to a strategic partnership agreement as defined in Chapter 43 of the Texas Local Government Code.

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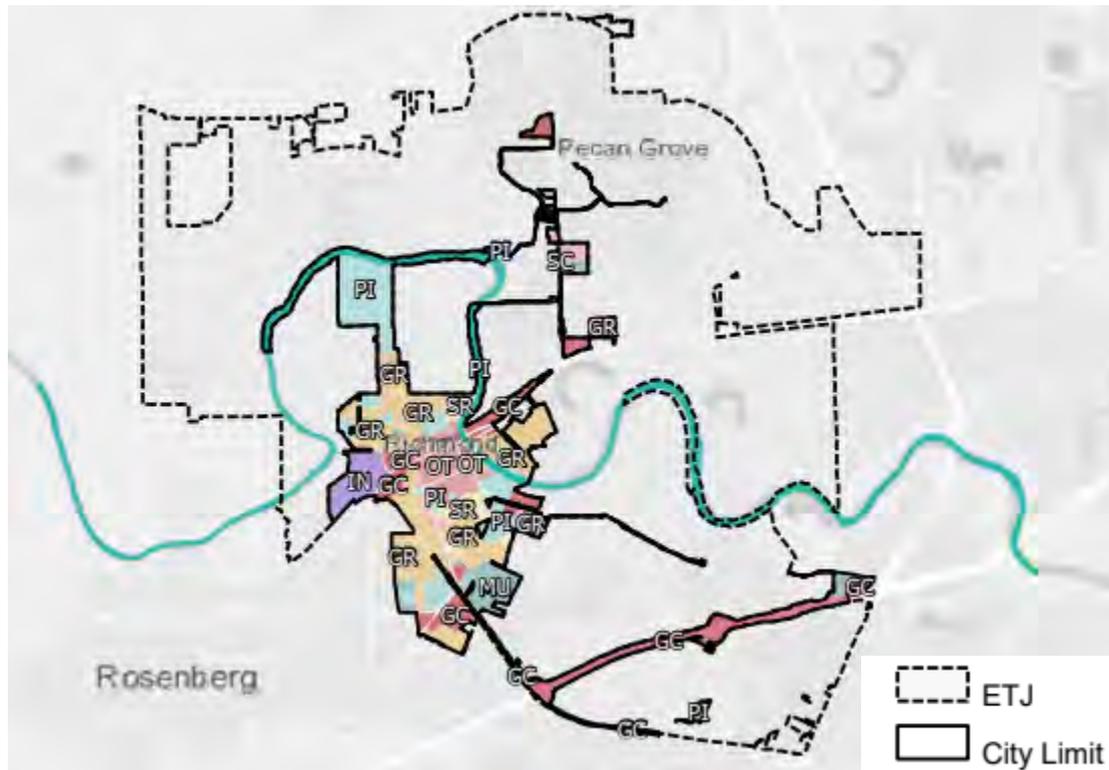
*End of Report*

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2. Tex. Local Government Code § 43.016
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5. Tex. Loc. Gov't Code § 43.0751(C).

# Pros and Cons of Annexation

Annexation is a tool to manage growth while supporting infrastructure that will benefit the area. Annexation of a parcel of land into the city must be contiguous to the city limits and within the Extraterritorial Jurisdiction (ETJ) of the City and not within another cities ETJ. The ETJ is an unincorporated area that is contiguous to the corporate boundaries of the City. The purpose of the ETJ is to allow cities to plan for growth outside of the city limits.



Chapter 43 within the Texas Local Government Code<sup>1</sup> contains the types of annexation which each have different subtypes. These classifications are consent annexations and consent exempt annexations. The consent annexation classification contains the following:

## Consent Annexations:

- Subchapter C-3 (annexation on request of each landowner);
- Subchapter C-4 (annexation of area with population less than 200 - petition); and
- Subchapter C-5 (annexation of area with population of 200 or more – election/petition).

1. Tex. Local Government Code § 43

## Consent Exempt Annexations:

- (1) Section 43.0115 (Enclave);
- (2) Section 43.0116 (Industrial District);
- (3) Section 43.012 (Area Owned by Type-A Municipality);
- (4) Section 43.013 (Navigable Stream);
- (5) Section 43.0751(h) (Strategic Partnership);
- (6) Section 43.101 (Municipally Owned Reservoir);
- (7) Section 43.102 (Municipally Owned Airport); and
- (8) Section 43.1055 (Road and Right-of-Way).

Under Section 43.016 of the Local Government Code a city is not permitted to annex an area that is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter [C](#) or D, Chapter [23](#), Tax Code, or as timber land under Subchapter E of that chapter.<sup>2</sup>

A Development agreement can allow the city to:

1. Provide immunity from annexations for a maximum of 45 years;
2. Extend the municipality's planning authority over the land by providing for a development plan;
3. Authorize enforcement of certain land use and development regulations;
4. Provide for infrastructure for the land; and
5. Specify the uses and development of the land before and after annexation.

# Pros and Cons of Annexation – PROCESS FOR ANNEXATION

A property owner who wishes to petition the City of Richmond for annexation must submit the required documentation to begin the annexation process.<sup>3</sup>

The Landowner must submit a petition to request the parcel of land into the City of Richmond;

- The city will determine the appropriateness of Section 43.016;
- The city shall negotiate and enter into a written service agreement which details the provision of services to be provided;
- Negotiate and execute written service agreement;
- Public hearing at City Commission;
- Written notice to school district and applicable public entities while meeting the notice below;
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- Conduct public hearing and adopt annexation ordinance.

The Fiscal Impact model is a projection of direct and current public costs and revenues associated with residential or non-residential growth to the jurisdiction in which growth is taking place. Fiscal impact model projections are based on information provided by the developer. Overall, a fiscal impact model is the City's tool to calculate and project the proposals involving annexation will align with City long-term goals and are fiscally responsible.

The Fiscal impact model contains the following assumptions:

- Project Specific from developer:
  - Annual Gross sales
  - Sales Tax
- Project Specific Assumptions from City:
  - Meter Size
  - Property taxes
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    - Land assessed value
  - Capital contribution to extend utilities.
  - If necessary, additional personnel to support new development or annexation.
  - If necessary, additional capital expenditures such as vehicles to support new development or annexation.

1. The City of Richmond may exercise zoning authority conferred by Chapter 211, Municipal Zoning Authority of the Texas Local Government Code. The zoning authority as provided in the Unified Development Code has a general purpose to protect the public health, safety, morals and general welfare of citizens and stake holders within the City of Richmond.<sup>4</sup>
2. The City is able to regulate land-use, density, scale, and site design consideration (parking, landscaping, lighting etc.) on parcels of land within City Limits.
3. More efficient management of resources and infrastructure.
4. Parcels of land within the city limits will bring in tax revenue unless a newly annexed use is tax exempt.
5. Owners of annexed property will receive voting rights within the city and voting rights on items for consideration.
6. Th City may enter into a Development Agreement which contains provisions for a specific parcel of property for annexation.
  - The Development Agreement may contain provisions for allocation of responsibility of water, wastewater road and drainage infrastructure and cost-sharing.
  - Payment of impact fees or other cost.
  - Development of parkland, open space conservation or greenbelt areas.
  - Intensity of development, land-uses and zoning.

1. Infrastructure challenges which require substantial new infrastructure to meet city standards including upgrades to roads, utilities, and sidewalks, etc.
2. Administrative capacity to service annexation of the new area.
3. Business owners may face regulatory challenges as applicable platting and permitting processes may differ from county requirements.
4. Increased strain on resources to provide municipal services such as police, fire protection, and other municipal services.
5. De-annexation requests may impede the city's planning efforts for quality and compatible development and create voids in the ETJ causing the city to re-evaluate future annexations.
6. Properties that are being used as a limited conditional or prohibited use shall not be required to change the current use once annexed. The property may contain a non-conforming use which will be able to continue unless discontinued for a period of six months. Major nonconforming uses shall not be resumed, while an application for a conditional use permit may be submitted for a minor nonconforming use, if submitted before the six-month deadline.

### Municipal Utility District (MUD)

A municipal utility district (MUD) is a state governmental entity that provides utility services to a defined area. The utility services can include water, sewer, drainage, parks and roads. A MUD is an alternative solution to finance infrastructure for developers when city services in the area are not readily available. A city may bring a MUD into the City limits only after both parties have entered into a “strategic partnership agreement.”

During the “strategic partnership agreement” process the city would run a fiscal analysis of the MUD and do an evaluation of the current infrastructure to determine the current conditions. The city would assume any outstanding debt or MUD bonds and pay the bond investors. Area annexed into the city from the MUD would no longer have ad valorem taxes and would be subject to city taxes.

### Strategic Partnership Agreement (SPA)

A 'Strategic Partnership Agreement is a written agreement between a municipality and a district Tex. Loc. Gov't Code § 43.0751(a)(3). As mentioned in the previous paragraph, a Strategic Partnership Agreement is used as an agreement between the city and a MUD as well as a Water Control Improvement District. The agreement shall be entered by mutual consent and shall not be effective until adopted by the governing bodies of the municipality and district.<sup>5</sup>

Strategic Partnership Agreements may provide the following Tex. Loc. Gov't Code § 43.0751(f):

- (1) limited-purpose annexation of the district on terms acceptable to the municipality and the district provided that the district shall continue in existence during the period of limited-purpose annexation;

### Strategic Partnership Agreement (SPA) – continued

(2) limited-purpose annexation of a district located in a county with a population of more than 3.3 million:

(A) only if the municipality does not require services, permits, or inspections or impose fees for services, permits, or inspections within the district; and

(B) provided that this subsection does not prevent the municipality from providing services within the district if:

(i) the provision of services is specified and agreed to in the agreement;

(ii) the provision of services is not solely the result of a regulatory plan adopted by the municipality in connection with the limited-purpose annexation of the district; and

(iii) the district has obtained the authorization of the governmental entity currently providing the service;

### Strategic Partnership Agreement (SPA) – continued

- (3) payments by the municipality to the district for services provided by the district;
  
- (4) annexation of any commercial property in a district for full purposes by the municipality, notwithstanding any other provision of this code or the Water Code, except for the obligation of the municipality to provide, directly or through agreement with other units of government, full provision of municipal services to annexed territory, in lieu of any annexation of residential property or payment of any fee on residential property in lieu of annexation of residential property in the district authorized by this subsection;
  
- (5) a full-purpose annexation provision on terms acceptable to the municipality and the district;

### Strategic Partnership Agreement (SPA) – continued

(6) conversion of the district to a limited district including some or all of the land included within the boundaries of the district, which conversion shall be effective on the full-purpose annexation conversion date established under Subdivision (5);

(7) agreements existing between districts and governmental bodies and private providers of municipal services in existence on the date a municipality evidences its intention by adopting a resolution to negotiate for a strategic partnership agreement with the district shall be continued and provision made for modifications to such existing agreements; and

(8) such other lawful terms that the parties consider appropriate.

### Strategic Partnership Agreement (SPA) – continued

(g) A strategic partnership agreement that provides for the creation of a limited district under Subsection (f)(6) shall include provisions setting forth the following:

- (1) the boundaries of the limited district;
- (2) the functions of the limited district and the term during which the limited district shall exist after full-purpose annexation, which term may be renewed successively by the governing body of the municipality, provided that no such original or renewed term shall exceed 10 years;
- (3) the name by which the limited district shall be known; and
- (4) the procedure by which the limited district may be dissolved prior to the expiration of any term established under Subdivision

## ETJ Release

Land within the City's ETJ may file for ETJ release as Per Chapter 42 of Texas Local Government Code Subchapter D &E. Provisions within these subchapters lay out the process for which a landowner may petition for ETJ release.

Requirements to be filed for an ETJ release (subchapter D) :

1. Petition must be in writing detailing areas boundaries and include a map of the area.
2. Must contain a requisite number of signatures or singular land owner that include the date of birth, voter registration number, county of registration, residence address and date of signing.
3. If the petition is statutorily sufficient it is released by operation of law. This occurs by the 45<sup>th</sup> day of the reception of a valid petition as verified by the City Secretary.

### ETJ Release – continued

Sec. 42.156. VOLUNTARY RELEASE. Instead of holding an election under Section 42.153, the municipality may voluntarily release the area for which the election is to be held from the municipality's extraterritorial jurisdiction before the date on which the election would have been held under Section 42.153(a).

A parcel of land that is released from the City ETJ would then be required to follow the county's requirements. The following five areas are exempt from subchapter D&E (Tex. Loc. Gov't Code § 42.101):

- (1) an area within five miles of a military base boundary where active training occurs;
- (2) an area within 15 miles of an active military base in San Antonio's or Houston's ETJ;
- (3) certain areas that were voluntarily annexed into cities' ETJ in Hays County;
- (4) property located in an industrial district; and
- (5) property subject to a strategic partnership agreement as defined in Chapter 43 of the Texas Local Government Code.



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A7. Public Hearing on a Replat – Wall Street Village – 45.131 acres of land – 4 Blocks – 150 Lots – 10 Reserves. The subject site is located at the southeastern portion of FM 2218 and Wall St intersection, south of Walmart.

**930 Legal Notices**

**INVITATION TO BIDDERS**

Sealed Bids will be received in the Office of Jaime Kovar, County Purchasing Agent, Fort Bend County, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 for the following until **TUESDAY, AUGUST 13, 2024 at 2:00 P.M. (CST)**. All bids will then be publicly opened and read in the Office of the Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469. Bids received after the specified time will be returned unopened. All addendums will be posted on Purchasing Agent's website located at [www.fortbendcountytx.gov](http://www.fortbendcountytx.gov).

- B25-007 - TERM CONTRACT FOR BRIDGE MATERIALS**
- B25-008 - TERM CONTRACT FOR STATIONERY PRINTING & SUPPLIES**

Unit pricing required; payment will be by check. Bonds are not required. Fort Bend County reserves the right to reject any or all bids.

Signed:  
Jaime Kovar, Purchasing Agent  
Fort Bend County, Richmond, Texas  
281-341-8640

**Public Hearing Notice**

NOTICE IS HEREBY GIVEN that the Zoning Commission of the City of Orchard, Texas is scheduled to review the following items:

- Eboh DBA used car lot located at 9531 Hwy 36
- 2024 / 2025 proposed budget
- 2024 tax rate

NOTICE IS HEREBY FURTHER GIVEN that the City Council will hold two public hearings on this item at the Orchard City Hall located at 9714 Kibler Street, Orchard, Texas, the first hearing on Tuesday, August 6th, 2024, 4:50 p.m. or as near as possible thereafter, at which time and place interested persons may appear and be heard thereon.

Documents related to this item may be inspected by the public on weekdays between the hours of 8:00 a.m. and 2:00 p.m. Monday through Friday, at the Orchard City Hall, 9714 Kibler Street, Orchard, Texas. Please call, Melissa Andel, City Secretary, if there are any questions or comments on this item. She may be reached at 979-478-6893 or by e-mail at [cforchard@twl.net](mailto:cforchard@twl.net).

**REQUEST FOR QUALIFICATIONS**

Sealed Qualification Statements will be received in the Office of Jaime Kovar, County Purchasing Agent, Fort Bend County, William B. Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 for the following until **TUESDAY, AUGUST 27, 2024 at 2:00 P.M. (CST)**. All submissions will then be opened in the Office of the Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 and the names of the firms made public. Submissions received after the specified time will be returned unopened. Solicitation and any and all addendums will be posted on Purchasing Agent's website located at [www.fortbendcountytx.gov](http://www.fortbendcountytx.gov).

**RFQ 24-072 - DEVELOPMENT OF HOTEL, CONVENTION CENTER AND PARKING FACILITIES**

Fort Bend County reserves the right to reject any or all qualification statements received. Bonds are not required.

Signed:  
Jaime Kovar, Purchasing Agent  
Fort Bend County, Richmond, Texas  
281-341-8640

**There is more \$\$\$\$ in that old furniture, clothes or knick-knack than you thought. Sell them in a garage sale, by listing it in the Fort Bend Herald Classifieds at 281-232-3737.**

**930 Legal Notices**

**NOTICE OF PUBLIC HEARING**

**LOCATION/DATE:** The City Commission of the City of Richmond will hold a public hearing on Monday, August 19, 2024, at the City Commission Meeting Room, Richmond City Hall Annex, 600 Morton Street, Richmond, Texas at 4:30 p.m.

**PURPOSE:** To receive comments for or against a request by John Camarillo (Miller Survey | DCCM) to replat 45.131 acres of land in the Jane H. Long Survey, Abstract No. 55, Fort Bend County, Texas (Plat No. 20230148, F.B.C.P.R.), to revise General Note number 14, show utility easements and revision to the rear lot lines for Lots 34 and 35, Block 3.

**SITE LOCATION:** The subject site is located along F.M. 2218 at Wall Street, south of Wal-Mart.

**SITE LEGAL DESCRIPTION:** A subdivision of 45.131 acres of land in the Jane H. Long Survey, Abstract No. 55, Fort Bend County, Texas (Plat No. 20230148, F.B.C.P.R.).

**FOR MORE INFORMATION:** Additional information and a map of the subject site are available upon request for review. You may contact the City of Richmond Planning Department Office by email at [planning@richmondbx.gov](mailto:planning@richmondbx.gov) or by phone at 281-342-0559



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**Request for Proposal**  
Drymalla Construction Company, LLC (CM at Risk) is soliciting Qualifications/Proposals from Subcontractors/Suppliers for the Expansion of Tomas HS Stadium, GMP 8. Project consists of a custom pressbox, concessions, home and visitor dressing rooms, and additional parking. The scope of work is defined by the drawings and specifications issued. Qualifications/Proposals are due at 2:00 PM on Wednesday, August 21, 2024 at the offices of Drymalla Construction Company, LLC, 608 Harbert, Columbus, Texas 78934, via fax 979-732-3663, or email to [bid@drymalla.com](mailto:bid@drymalla.com). NO PHONE BIDS WILL BE ACCEPTED. A virtual pre-proposal meeting will be held August 7, 2024 at 2:30 PM. Access to this meeting is included in the Project Manual. For information on how to obtain copies of the Request for Qualifications/Proposal documents call 979-732-5731, or email Sharon Fisher at [sfisher@drymalla.com](mailto:sfisher@drymalla.com).

**INVITATION TO BIDDERS**  
Sealed Bids addressed to FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 162, Attention Mr. Dale Clayton, President, Board of Directors, will be received electronically or at the office of the Project Engineer, Odyssey Engineering Group, LLC, 2500 Tanglewilde Street, Suite 300, Houston, Texas 77063, until 10:00 a.m. Local Time, August 14, 2024, and then publicly opened and read at the Office of Odyssey Engineering Group, for "Proposed Water Distribution, Wastewater Collection and Storm Water Facilities to Serve Arabella on the Prairie Section Five for Fort Bend County Municipal Utility District No. 162, Fort Bend County, Texas." In addition to the opening of sealed Bids at the address above, you may view the public opening of sealed Bids via

**930 Legal Notices**

Microsoft Teams. To join via Microsoft Teams, see the instructions posted to [www.CivicasUSA.com](http://www.CivicasUSA.com) named "Bid Opening Remote Meeting Instructions." Scope of Work of the Contract Documents includes the following: installation of water distribution, sanitary collection, and storm sewer systems to serve Arabella on the Prairie Section Five, which is a residential single-family development consisting of 86 lots and approximately 24 acres. Bids received after the closing time will not be considered. A **NON-MANDATORY** pre-bid conference will be held remotely, or in person on Wednesday, August 7, 2024, at 11:00 a.m., Local Time, at the office of the Project Engineer, Odyssey Engineering Group, LLC, 2500 Tanglewilde Street, Suite 300, Houston, Texas, 77063. Each Bid must be accompanied by a bid bond, acceptable to the owner, in an amount not less than 2 percent (2%) of the total amount bid, as a guarantee that the successful bidder will enter into the Contract and execute the Bonds on the forms provided and provide the required insurance certificates within seven (7) days after the date Contract Documents are received by the Contractor. If a certified or cashier's check is provided, the successful bidder shall deliver, at the bid opening address, the original certified or cashier's check within twenty-four (24) hours of receipt of the bid opening. Copies of the bidding documents may be reviewed and obtained from [www.CivicasUSA.com](http://www.CivicasUSA.com): search 20-014-05-DST. Bidders must register on this website to view and/or download specifications, plans, soils report, and environmental

**930 Legal Notices**

reports for this Project. There is **NO** charge to view or download documents. A bidder submitting electronic Bids must submit its Bid and Bid Securities in compliance with Owner's Order Adopting Section 49.2731 Electronic Bidding Rules and all electronic Bids and Bid Securities must be submitted through [www.CivicasUSA.com](http://www.CivicasUSA.com). Bidder must register on this website to submit a Bid and Bid Security and there is no charge to submit Bids and Bid Securities on this website. By submitting a Bid, bidder acknowledges and agrees that the Contract Documents may be accepted, executed or agreed to through the use of an Electronic Signature, as defined by and in accordance with Owner's Electronic Signature Rules for Construction Contracts. The Owner reserves the right to reject any or all Bids and to waive all defects and irregularities in bidding or bidding process except time of submitting a Bid. The successful bidder, if any, will be the responsible bidder which in the Board's judgment will be most advantageous to the District and result in the best and most economical completion of the Project. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Bid and the Contractor agrees that the Contract Documents can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.**

**Do you have unused items sitting around in the attic, the closets, the garage that are crowding your style. Sell them in the classifieds.**

**930 Legal Notices**

**INVITATION TO BIDDERS**  
Sealed Bids will be received in the Office of Jaime Kovar, County Purchasing Agent, Fort Bend County, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 for the following until **TUESDAY, AUGUST 20, 2024 at 2:00 P.M. (CST)**. All bids will then be publicly opened and read in the Office of the Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469. Bids received after the specified time will be returned unopened. All addendums will be posted on Purchasing Agent's website located at [www.fortbendcountytx.gov](http://www.fortbendcountytx.gov). **B25-006 - TERM CONTRACT FOR PURCHASE AND INSTALL OF VEHICLE GRAPHICS FOR FORT BEND COUNTY**  
Unit pricing required; payment will be by check. Bonds are not required. Fort Bend County reserves the right to reject any or all bids.  
Signed:  
Jaime Kovar, Purchasing Agent  
Fort Bend County, Richmond, Texas  
281-341-8640

**NOTICE TO CREDITORS**  
Notice is hereby given that original Letters Testamentary for the Estate of **GEORGE W. DUNCAN, JR.**, Deceased, were issued on July 29, 2024, in Cause No. 24-CPR-040987, pending in the County Court-At-Law No. 1, Fort Bend County, Texas, to: Deborah Ann Duncan. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.  
c/o: **RICHARD L. KERZEE**  
Attorney at Law  
207 W. Jackson  
P.O. Box 1567  
EL CAMPO, TX 77437  
DATED the 31th day of July, 2024.  
/s/ **Richard L. Kerzee**  
RICHARD L. KERZEE  
Attorney for Deborah Ann Duncan  
State Bar No.: 24053301  
207 W. Jackson  
P.O. Box 1567  
EL CAMPO, TX 77437  
Telephone: (979) 543-6845  
Facsimile: (979) 543-9516  
Email: [rkerzee@dbc-law.com](mailto:rkerzee@dbc-law.com)

**930 Legal Notices**

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**



**NOTICE OF DISTRICT PETITION  
TCEQ INTERNAL CONTROL NO. D-06112024-021**

**PETITION.** Dairwood Development LP, (Petitioner) filed a petition for creation of Fort Bend County Municipal Utility District No. 244 (District) with the Texas Commission on Environmental Quality (TCEQ). The petition was filed pursuant to Article XVI, §59 of the Constitution of the State of Texas; Chapters 49 and 54 of the Texas Water Code; 30 Texas Administrative Code Chapter 293; and the procedural rules of the TCEQ.

The petition states that: (1) the Petitioner holds title to a majority in value of the land to be included in the proposed District; (2) there are no lienholders on the property to be included in the proposed District; (3) the proposed District will contain approximately 806.0983 acres located within Fort Bend County, Texas; and (4) all of the land within the proposed District is within the extraterritorial jurisdiction of the City of Houston.

By Ordinance No. 2022-377, passed and adopted on May 18, 2022, the City of Houston, Texas, gave its consent to the creation of the proposed District, pursuant to Texas Water Code §54.016.

The territory to be included in the proposed District is depicted in the vicinity map designated as Exhibit "A", which is attached to this document.

The petition further states that the proposed District will: (1) purchase, construct, acquire, improve, extend, maintain, and operate a waterworks and sanitary sewer system for domestic and commercial purposes; (2) purchase, construct, acquire, improve, extend, maintain, and operate works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the proposed District; (3) control, abate, and amend local storm waters or other harmful excesses of water; and (4) purchase interests in land and purchase, construct, acquire, improve, extend, maintain, and operate improvements, facilities, and equipment for the purpose of providing recreational facilities. Pursuant to Section 54.234, Texas Water Code, as amended, the proposed District may also exercise road powers and authority pursuant to applicable law, and pursuant to applicable law, the proposed District may also establish, finance, provide, operate, and maintain a fire department and/or fire-fighting services within the proposed District.

The expression above is not intended to limit the future powers and purposes of the proposed District, or the acquisition, financing, operation, and maintenance by the proposed District of such additional facilities, systems, plants, and enterprises as shall be consistent with the purposes for which the proposed District is created under State law.

According to the petition, a preliminary investigation has been made to determine the cost of the project, and it is estimated by the Petitioners that the cost of said project will be approximately \$127,890,000 (\$94,075,000 for water, wastewater, and drainage, \$26,800,000 for roads, and \$7,015,000 for recreation).

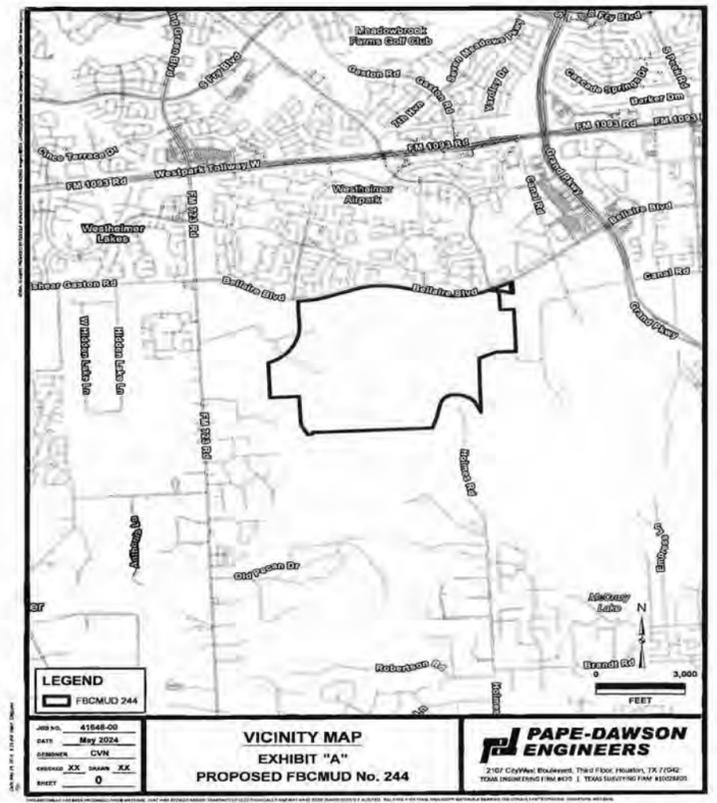
**CONTESTED CASE HEARING.** The TCEQ may grant a contested case hearing on this petition if a written hearing request is filed within 30 days after the newspaper publication of this notice.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) the name of the Petitioners and the TCEQ Internal Control Number; (3) the statement "I/we request a contested case hearing"; (4) a brief description of how you would be affected by the petition in a way not common to the general public; and (5) the location of your property relative to the proposed District's boundaries. You may also submit your proposed adjustments to the petition which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

The Executive Director may approve the petition unless a written request for a contested case hearing is filed within 30 days after the newspaper publication of this notice. If a hearing request is filed, the Executive Director will not approve the petition and will forward the petition and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. If a contested case hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

**INFORMATION.** Written hearing requests should be submitted to the Office of the Chief Clerk, MC-105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087. For information concerning the hearing process, please contact the Public Interest Counsel, MC-103, at the same address. General information regarding TCEQ can be found at our web site <http://www.tceq.texas.gov/>.

Issued: July 17, 2024



**CLASSIC SUDOKU**

Fill in the blank cells using numbers 1 to 9. Each number can appear only once in each row, column and 3x3 block. Use logic and process elimination to solve the puzzle. The difficulty level ranges from Bronze (easiest) to Silver to Gold (hardest).

3	8	4		6		1		5
			3		1			
	9			4				3
4	1				8	9		
			8	6	9	7	4	
			9	4				5
9				3				2
8	2			7		3	9	6

Rating: BRONZE

Solution to 8/4/24

5	1	9	2	7	4	6	3	8
2	6	4	5	3	8	9	1	7
8	3	7	6	9	1	2	5	4
1	8	2	3	4	5	7	9	6
4	9	6	1	8	7	3	2	5
7	5	3	9	2	6	4	8	1
6	2	8	4	1	9	5	7	3
3	4	1	7	5	2	8	6	9
9	7	5	8	6	3	1	4	2

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# City of Richmond

*Where History Meets Opportunity*

## Regular Scheduled City Commission Meeting

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

### CONSENT AGENDA

- A8. All consent agenda items listed are considered routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests; in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.
1. Review and consider taking action on the minutes the Regular City Commission Meeting and the Workshop held on July 22, 2024 and Special City Commission Meeting held on July 12, 2024 (copies are enclosed).
  2. Review and consider taking action on the Fire Department report (a copy is enclosed).
  3. Review and consider taking action on the Police Department report (a copy is enclosed).
  4. Review and consider taking action on the Municipal Court report (a copy is enclosed).
  5. Review and consider taking action on the Monthly Financial Report (a copy is enclosed).
  6. Review and consider taking action on the Tax Assessor/Collector Report (a copy is enclosed).
  7. Review and consider taking action on the Public Works Report (a copy is enclosed).
  8. Review and consider taking action on Planning Department Report (a copy is enclosed).
  9. Review and consider taking action on the Building Department Report (a copy is enclosed).
  10. Review and consider taking action on the Code Enforcement Report (a copy is

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*

enclosed).

11. Review and consider taking action on the Emergency Management Report (a copy is enclosed).
12. Review and consider taking action on the Development Corporation of Richmond Report (a copy is enclosed).
13. Review and consider taking action on the proposed FY 2025 Holiday Schedule.
14. Set date for next meeting. (Special City Commission Meeting on Tuesday, September 10th at 4:30 p.m. and Regular City Commission Meeting and Workshop on Monday, September 19th at 4:30 p.m.)



# City of Richmond

*Where History Meets Opportunity*

**Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

**Meeting Minutes for Meetings listed on Agenda**



STATE OF TEXAS  
COUNTY OF FORT BEND  
CITY OF RICHMOND

The City Commission for the City of Richmond, Texas met in a Special Scheduled City Commission Meeting on July 12, 2024, at 4:30 p.m. Mayor Becky Haas proceeded to call the meeting to order at 4:33 p.m. The meeting was broadcast via video conference call. A quorum was present, with the following members in attendance:

Becky Haas, Mayor  
Terry Gaul, Commissioner P1  
Barry Beard, Commissioner P2- not in attendance  
Carl Drozd, Commissioner P3  
Alex BeMent, Commissioner P4-not in attendance  
Terri Vela, City Manager  
Howard Christian, Assistant City Manager  
Gary Smith, City Attorney  
Lasha Gillespie, City Secretary

**A1. Call to Order, Quorum Determined and Meeting Declared Open.**

- Mayor Haas called the meeting to order at 4:33 p.m.

**A2. Public comments (Public comment is limited to a maximum of 3 minutes per item. No Deliberations with the Commission. Time may not be given to another speaker.)**

- None

**A3. Review and consider taking action on authorizing City Manager to execute a contract for the Wastewater Treatment Plant Rehabilitation Project.**

- On June 18, 2024, two bids were received for the Regional WWTP Rehabilitation project. Staff recommended that the City Commission authorize the City Manager to execute a \$1,262,050 Construction Services Contract with RGV Industrial Machine Shop and Pumps, LLC. After a brief discussion, Commissioner Gaul moved to approve this authorization. Commissioner Drozd seconded. Motion passes unanimously.

**A4. Review and discuss presentation on special overlay districts, such as a Tax Increment Reinvestment Zone, Public Improvement Districts.**

- Jason Hughes with Hilltop Securities provided an overview of TIRZ and PIDs. He explained their creation, operation, and typical uses, and answered questions from the City Commission.

**A5. Review and discuss the Draft of the Comprehensive Master Plan Update.**

- POSTPONED

**A6. Adjournment.**

- Mayor Haas adjourned the meeting at 5:35 p.m.

**APPROVED:**

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Becky Haas, Mayor

**ATTEST:**

---

Lasha Gillespie, City Secretary



STATE OF TEXAS  
COUNTY OF FORT BEND  
CITY OF RICHMOND

The City Commission for the City of Richmond, Texas met in Regular City Commission Workshop Session on July 22, 2024, at 9:00 a.m. Mayor Becky Haas proceeded to call the meeting to order at 9:00 a.m. The meeting was broadcast via video conference call. A quorum was present, with the following members in attendance:

Becky Haas, Mayor  
Terry Gaul, Commissioner P1  
Barry Beard, Commissioner P2  
Carl Drozd, Commissioner P3  
Alex BeMent, Commissioner P4-via Zoom  
Terri Vela, City Manager  
Howard Christian, Assistant City Manager  
Gary Smith, City Attorney  
Lasha Gillespie, City Secretary

**A1. Call to Order, Quorum Determined and Meeting Declared Open.**

- Mayor Haas called the meeting to order at 9:00 a.m.

*Mayor Haas proceeded to the Consent Agenda.*

**A6. Presentation of semi-annual report of the Development Corporation of Richmond.**

- No discussion.

**A7. Presentation on FY 2025 Proposed Bond Issue with timeline.**

- There was a discussion on the timeline for the FY 2025 Proposed Bond Issue, with a Public Hearing scheduled for September 10, 2024. Staff indicated they would provide additional information and key dates to the City Commission.

**A8. CONSENT AGENDA**

Commissioner Beard- selected (2) Fire, (3) PD, (6) PW, and (9) Code Enforcement for discussion  
Commissioner Gaul- selected (12) Next Meeting dates for discussion.

- **Fire-** During the Fire Department report, Chief Legington discussed staffing, noting that while there are six vacancies remaining, the department has already filled five of the original 11 positions and has prospects for the remaining openings. There was also a brief mention of the County Hazmat vehicle rear-ending one of our vehicles, but that issue has been resolved.
- **PD-** In the discussion of the larceny report, Assistant Chief Brzozowski addressed questions to clarify details.

- **PW-** The Public Works report included a discussion on debris pickup by the county following the storm. Staff noted that the county will continue debris collection until it is complete and discussed internal measures for pickup. Staff will follow up with the county and emphasize the need to prioritize Richmond.
- **Code-** Staff indicated that next month's Code Enforcement report will reflect updates on open cases older than two years, as they were still transitioning to a new reporting system. Additionally, it was suggested to give special recognition to establishments with high health report scores, particularly those that achieved a perfect score of 100.
- **Meeting Dates:** Staff will provide dates for all upcoming meetings.

**A9. Review and consider taking action on 10/20 Year Write Off per Texas Property Tax Code Section 33.05 "Limitation on Collection of Taxes" and review Delinquent Tax Report provided by Linebarger, Goggan, Blair and Sampson.**

- Staff noted that a representative from Linebarger, Goggan, Blair and Sampson will provide additional information to address questions about the State of Texas.

**A10. Review and consider taking action on the Quarterly Financial Report and Quarterly Investment Report.**

- The discussion on the Hotel Occupancy Tax and the policy or strategy for utilizing those funds. Members noted that the Quarterly Financial and Investment Reports are positive and indicate that we are performing above trend.

**A11. Review and update The Olde Town Plan progress.**

- The discussion on the Olde Town Plan addressed questions about the specifics of the updates and whether they repeat previous information. There was also discussion over the name "Olde Town," with some suggesting it doesn't fit the area and considering a possible change. The conversation also covered the need to understand both the previous and future plans.

**A12. File Proposed FY 2024-25 Budget per Charter, Section 7.02. Commission shall name the date and place of a public hearing and shall have published in official newspaper no less than 10 days before – Set public hearing for Budget, Per Section 7.05 for September 12, 2024 at City Hall Annex, 600 Morton Street.**

- Note to change the date of the Public Hearing to September 10<sup>th</sup>. Staff stated this item is just for the filing and to ensure that we are in compliance with the Charter.

**A13. Review and consider taking action on a final report to City Commission for a Preliminary Plat – Kingdom Heights Section Ten – 43.3431 acres of land – 4 Blocks – 117 Lots – 9 Reserves. The subject site is a section within the Kingdom Heights Master Planned Community located along the east side of FM 723.**

- It was noted to remove the conditions in #1. Further discussion included a Traffic Impact Analysis, and staff indicated that the City Engineer will be present this evening to discuss

how the additional homes will impact traffic.

**A14. Review and consider taking action of a final report to City Commission for a Final Plat – Richmond Plaza – 21.274 acres of land – 1 Block – 0 Lots – 2 Reserves – 2 Detention Easements. The subject site is located at 924 FM 359 north of Shadow Grove Estates south of IL Texas.**

- There were general questions and answers regarding detention and drainage, as well as whether all requirements for the final report on the Final Plat have been satisfied.

**A15. Review and consider taking action on Resolution No. 487-2024, approving and authorizing an Interlocal Agreement with the Fort Bend County Subsidence District relating to the WaterWise Program.**

- Discussion included questions about how to ensure Richmond citizens benefit from the 1,052 kits provided and how many students will be served. There was also a request to display one of the kits at this evening's meeting.

**C2. Adjournment.**

- Mayor Pro Tem Drozd adjourned the Workshop at 10:48 a.m.

**APPROVED:**

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Becky Haas, Mayor

**ATTEST:**

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Lasha Gillespie, City Secretary



STATE OF TEXAS  
COUNTY OF FORT BEND  
CITY OF RICHMOND

The City Commission for the City of Richmond, Texas met in Regular City Commission Session on July 22, 2024, at 4:30 p.m. Mayor Becky Haas proceeded to call the meeting to order at 4:30 p.m. The meeting was broadcast via video conference call. A quorum was present, with the following members in attendance:

Becky Haas, Mayor  
Terry Gaul, Commissioner P1  
Barry Beard, Commissioner P2  
Carl Drozd, Commissioner P3  
Alex BeMent, Commissioner P4-not in attendance  
Terri Vela, City Manager  
Howard Christian, Assistant City Manager  
Gary Smith, City Attorney  
Lasha Gillespie, City Secretary

**A1. Call to Order, Quorum Determined and Meeting Declared Open.**

- Mayor Haas called the meeting to order at 4:30 p.m.

**A2. Recite the Pledge of Allegiance to the U. S. Flag and the Texas Flag.**

**A3. Employee Recognition for Service with the City of Richmond:**

**Andrew Runge – 15 years of service – Police Department. - Present to receive Proclamations: None**

**A4. Mayor, City Commissioners and City Staff Announcements per Sec. 551.0415 of the Texas Government Code.**

- Mayor Haas expressed her gratitude for the support during her husband's illness and highlighted Lamar Little League's state title victory, with the team now headed to the Southwest Region Tournament in South Williamsport, Pennsylvania. She also mentioned HEB's new Richmond Blend coffee. Additionally, she shared that an individual had been attacked by a dog, with more details to come, and discussed concerns about the condition of Mustang apartments, which may be considered for the dangerous structures list.

**A5. Public comments (Public comment is limited to a maximum of 3 minutes per item. No Deliberations with the Commission. Time may not be given to another speaker.) None**

**A6. Presentation of semi-annual report on the Development Corporation of Richmond.**

- Director Jones presented the semi-annual report of the Development Corporation of Richmond, highlighting key elements such as site visits, the Develop Richmond Visitors Guide, and the concept of ecotourism. He also provided insights into business recruitment and retention efforts.

**A7. Presentation on FY 2025 Proposed Bond Issue with timeline.**

- Finance Director Preza reviewed the budget process timeline, providing an overview of the proposed budget, Developer Reimbursements, and Capital Improvement Projects. Additionally, Joe Morrow from Hilltop Securities discussed the timeline for the Bond Issuance.

**A8. CONSENT AGENDA**

**Commissioner Gaul-** selected item (12) to confirm future the future meeting dates as August 5<sup>th</sup>, August 12<sup>th</sup>, and August 19<sup>th</sup>.

**Commissioner Beard-** selected (6) Public Works- discussion regarding debris pickup by Fort Bend County.

- Commissioner Beard moved to approve the Consent Agenda with the modifications to the meeting dates. Commissioner Drozd seconded. Motion passes unanimously.

**A9. Review and consider taking action on 10/20 Year Write Off per Texas Property Tax Code Section 33.05 “Limitation on Collection of Taxes” and review Delinquent Tax Report provided by Linebarger, Goggan, Blair and Sampson.**

- Chip Sutton provided clarification on why the State is showing up in this report and then proceeded to go over the information in the report. Staff recommends approval of the annual property tax write-off pursuant to statutory limitations imposed by section 33.05 Texas Property Tax Code. Commissioner Drozd moved to approve 10/20 Year Write Off per Texas Property Tax Code Section 33.05 “Limitation on Collection of Taxes” and review Delinquent Tax Report provided by Linebarger, Goggan, Blair and Sampson. Commissioner Gaul seconded. Motion passes unanimously.

**A10. Review and consider taking action on the Quarterly Financial Report and Quarterly Investment Report.**

- Finance Director Preza presented the Quarterly Financial Report and Quarterly Investment Report and was available for questions. There was also a request to highlight the restricted funds to make them more distinct. Commissioner Beard moved to approve the Quarterly Financial Report and Quarterly Investment Report. Commissioner Gaul seconded.

**A11. Review and update The Olde Town Plan progress.**

- Members discussed the current status of The Olde Town Plan, focusing on the timeline, schematics, and potential future layout. There was a proposal to develop a dashboard to track the overall progress, moving beyond just snippets of recommendations. Additionally, there was a discussion about potentially renaming the project to "Central Richmond" instead of "Olde Town."

**A12. File Proposed FY 2024-25 Budget per Charter, Section 7.02. Commission shall name the date and place of a public hearing and shall have published in official newspaper no less than 10 days before – Set public hearing for Budget, Per Section 7.05 for September 12, 2024 at City Hall Annex, 600 Morton Street.**

- Staff has updated the hearing date to September 10, 2024, and the City Manager has submitted the budget in compliance with Charter Section 7.02.

**A13. Review and consider taking action on a final report to City Commission for a Preliminary Plat – Kingdom Heights Section Ten – 43.3431 acres of land – 4 Blocks – 117 Lots – 9 Reserves. The subject site is a section within the Kingdom Heights Master Planned Community located along the east side of FM 723.**

- Staff discussed the applicant's proposal for the fifty additional lots. The City Engineer was present to address any questions related to traffic impacts. Staff recommends conditional approval as outlined in the report, excluding condition #1, which is not applicable. Commissioner Beard moved to approve the proposal, contingent upon addressing Conditions #2 and #3. Commissioner Gaul seconded the motion. The motion passed unanimously.

**A14. Review and consider taking action of a final report to City Commission for a Final Plat – Richmond Plaza – 21.274 acres of land – 1 Block – 0 Lots – 2 Reserves – 2 Detention Easements. The subject site is located at 924 FM 359 north of Shadow Grove Estates south of IL Texas.**

- The Planning and Zoning Commission recommended approval of this preliminary plat at their July 1, 2024, meeting. Staff recommends approval of this final plat. Commissioner Drozd moved to approve the Final Plat – Richmond Plaza – 21.274 acres of land – 1 Block – 0 Lots – 2 Reserves – 2 Detention Easements. The subject site is located at 924 FM 359 north of Shadow Grove Estates south of IL Texas. Commissioner Beard seconded. Motion passes unanimously.

**A15. Review and consider taking action on Resolution No. 487-2024, approving and authorizing an Interlocal Agreement with the Fort Bend County Subsidence District relating to the WaterWise Program.**

- Each year, the City allocates funds for water conservation kits and training for local schools, in return for groundwater credits to meet Subsidence District requirements. Staff recommends authorizing the City Manager to sign the Interlocal Agreement with the Subsidence District. Members of the City Commissions requested that staff look into what other schools in the area could benefit from this program. Commissioner Gaul moved to approve Resolution No. 487-2024, approving and authorizing the City Manager to execute an Interlocal Agreement with the Fort Bend County Subsidence District relating to the WaterWise Program. Commissioner Beard seconded. Motion passes unanimously.

**A16. Excuse from Attendance at Regular City Commission Meeting.**

- Commissioner Beard moved to accept the Mayor's explanation of absence. Commissioner Gaul seconded. Motion passes unanimously.

**A17. Consider taking action on requests for future agenda items.**

- Commissioner Beard moved to have an update on Richmond Pkwy and 10<sup>th</sup> Street. Commissioner Drozd seconded. Motion passes unanimously.
- Commissioner Beard moved to have HOT recommendations or policy on what the funds can be used for. Commissioner Gaul seconded. Motion passed unanimously.
- Commissioner Beard moved to have an update on the golf cart Ordinance in September. Commissioner Gaul seconded. Motion passes unanimously.
- Mayor Haas moved to have a review of the Dangerous Dog Ordinance. Commissioner Beard seconded. Motion passes unanimously.
- Mayor Haas moved to have an update on Mustang apartments including Code Enforcement and Police Department reports. Commissioner Beard seconded. Motion passes unanimously.

\*City Manager Vela added Pros and Cons of annexation and Fire Protection Agreement conversation. (No motion necessary)

**A18. Adjourn to Executive Session.**

- Mayor Haas adjourned to Executive Session at 7:02 p.m.

**C1. Open Meeting.**

- Reconvened into Open Meeting at 7:35 p.m.
- No action taken.

**C2. Adjournment.**

Mayor Haas adjourned the meeting at 7:35 p.m.

**APPROVED:**

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Becy Haas, Mayor

**ATTEST:**

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Lasha Gillespie, City Secretary



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

## **Fire Department Report**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



**RICHMOND**  
**FIRE DEPARTMENT**  
...WE'LL BE THERE



**Richmond Fire Department**  
**Monthly Report**  
**July 2024**

**Christopher Legington – Interim Fire Chief / Fire Marshal**

**Derek Brown – Asst. Chief**

**Aaron Hafer – Division Chief Training**



**City of Richmond**

*Where History Meets Opportunity*

## Divisional Reports

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- Fire Marshal's Fire Prevention Report
- Fire Operations Report
- Training & Education Report



# Richmond Fire Marshal's Office

## Monthly Report July 2024



Mayor and Commissioners,

Below are the number of inspections, plan reviews, investigations, and other activities of the Fire Marshal's Office.

2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Annual Fire Inspections	62	58	25	36	53	39	57						330
Annual Operational Permit Checks	0	0	3	0	2	1	8						14
AOD-Police/Fire/EMS	7	1	1	1	2	2	1						15
Certificate of Occupancy (Final) Inspections	3	2	5	11	4	5	6						36
Complaints & Red Tag /Yellow Tag Inspections	17	14	24	27	7	3	7						99
Fire Alarm Inspections	1	0	1	1	0	2	2						7
Fire & Arson Investigations	1	3	0	0	0	1	2						7
Fire Marshal's Orders	3	0	0	1	0	1	3						8
Fire Sprinkler Inspections	2	1	1	3	3	3	2						12
Fireworks & Open Burning Calls	1	1	0	0	0	0	6						12
Mobile Food Truck Inspections	0	3	4	3	2	3	0						15
Plan Reviews	9	6	7	9	10	9	5						55
Pre-Construction Meetings	6	4	13	7	5	7	9						51
Public Relations	1	1	1	0	0	0	1						4
Site Visits & On-Site Meetings	9	11	11	6	12	6	15						70
Training Hours	136	48	28	8	12	56	9						297
Warnings & Citations	0	0	0	0	0	0	0						0
Other Inspections*	0	2	0	1	0	0	0						3

Prepared by: Fire Marshal Christopher Legington

\*Other inspections are those that are conducted less frequently which include but are not limited to access control/gated access, key boxes, fuel system piping, and fire suppression system inspections. These inspections often coincide with the construction of new and/or remodeled facilities i.e., gas stations, restaurants, and multifamily developments.



# Richmond Fire Department

Derek L. Brown  
Operations Division



Alarm Date between 2024-07-01 and 2024-07-31.

### Total Calls by District

District	07-2024	YTD
City of Richmond Station #1	220	923
City of Richmond Station #2	11	71
City of Richmond Station #3	7	43
Fort Bend County Station #1	61	325
Fort Bend County Station #2	182	963
Fort Bend County Station #3	246	1,156
Mutual Aid Given	07-2024	YTD
Northeast	2	18
Fulshear	0	2
Rosenberg (Automatic Aid)	6	42
Sugar Land	3	12
Pleak	0	3
Beasley	2	7
Thompsons	3	17
Pecan Grove	1	8
Missouri City	0	0
Stafford	1	5
Orchard	1	1
Fairchilds	0	1
Harris County ESD 48	0	0
Community	0	0
Needville	0	3
Fresno	0	0
Damon	0	0
<b>Total</b>	<b>19</b>	<b>119</b>



# Richmond Fire Department

Derek L. Brown  
Operations Division



Alarm Date between 2024-07-01 and 2024-07-31.

Mutual Aid Received	07-2024	YTD
Northeast	1	2
Fulshear	0	2
Rosenberg (Automatic Aid)	5	25
Sugar Land	1	14
Pleak	0	0
Beasley	0	0
Thompsons	3	3
Pecan Grove	1	17
Missouri City	0	0
Stafford	0	2
Orchard	0	0
Fairchilds	0	0
Harris County ESD 48	0	0
Community	1	3
Needville	0	0
Willowfork	0	1
Fort Bend County Hazmat	1	7
<b>Total</b>	<b>13</b>	<b>76</b>



# Richmond Fire Department

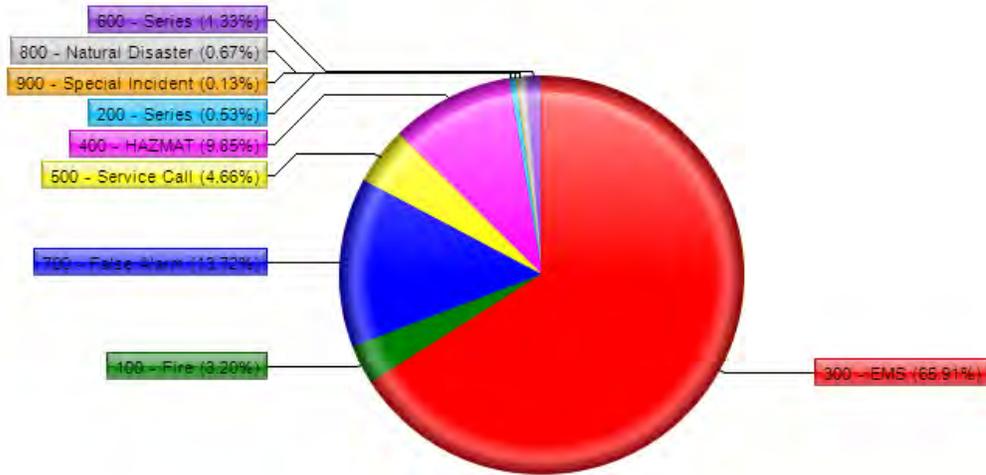
Derek L. Brown  
Operations Division



Alarm Date between 2024-07-01 and 2024-07-31.

Incident Type Group	07-2024	YTD
300 - EMS	495	2,707
600 – Good Intent Call, other	10	55
700 - False Alarm	103	422
100 - Fire	24	126
500 - Service Call	35	204
400 - HAZMAT	74	192
900 – Special Incident	1	2
800-Natural Disaster	5	5
200- Explosion, Rupture, or Fireworks	0	0
<b>Monthly Total</b>	<b>751</b>	<b>3,717</b>

*Incident Type Detail is itemized on page three reflects the Incident Type Group.*





# Richmond Fire Department

Derek L. Brown  
Operations Division



NFIRS numbers are highlighted in **RED** correspond with the Incident Type Group in the above chart and pie diagram.

<b>Incident Type Details</b>	<b>2024-07-01</b>	<b>Total</b>
320 - Emergency medical service incident, other	455	<b>455</b>
1702 - Mulch Fire	3	<b>3</b>
700 - False alarm or false call, other	41	<b>41</b>
553 - Public service	8	<b>8</b>
353 - Removal of victim(s) from stalled elevator	3	<b>3</b>
744 - Detector activation, no fire - unintentional	7	<b>7</b>
745 - Alarm system activation, no fire - unintentional	16	<b>16</b>
550 - Public service assistance, other	5	<b>5</b>
733 - Smoke detector activation due to malfunction	8	<b>8</b>
1112 - Commercial Fire	1	<b>1</b>
500 - Service Call, other	8	<b>8</b>
4121 - Smell of Gas	5	<b>5</b>
440 - Electrical wiring/equipment problem, other	10	<b>10</b>
412 - Gas leak (natural gas or LPG)	6	<b>6</b>
154 - Dumpster or other outside trash receptacle fire	3	<b>3</b>
243 - Fireworks explosion (no fire)	4	<b>4</b>
151 - Outside rubbish, trash or waste fire	1	<b>1</b>
324 - Motor vehicle accident with no injuries.	18	<b>18</b>
735 - Alarm system sounded due to malfunction	29	<b>29</b>
118 - Trash or rubbish fire, contained	1	<b>1</b>
900 - Special type of incident, other	1	<b>1</b>
1111 - Residential Fire	7	<b>7</b>
322 - Motor vehicle accident with injuries	15	<b>15</b>
3221 - Motor vehicle accident w/ extrication and injuries	1	<b>1</b>
542 - Animal rescue	1	<b>1</b>
1621 - Utility Pole / Transformer (Electrical) Fire	3	<b>3</b>
800 - Severe weather or natural disaster, other	2	<b>2</b>
445 - Arcing, shorted electrical equipment	7	<b>7</b>
4003 - Wires Down	26	<b>26</b>
461 - Building or structure weakened or collapsed	1	<b>1</b>
360 - Water & ice-related rescue, other	1	<b>1</b>
4002 - Trees Down	9	<b>9</b>
813 - Wind storm, tornado/hurricane assessment	1	<b>1</b>
651 - Smoke scare, odor of smoke	8	<b>8</b>
162 - Outside equipment fire	1	<b>1</b>



# Richmond Fire Department



Derek L. Brown  
Operations Division

<u>Incident Type Details</u>	2024-07-01	Total
424 - Carbon monoxide incident	9	9
571 - Cover assignment, standby, moveup	3	3
511 - Lock-out	1	1
631 - Authorized controlled burning	1	1
600 - Good intent call, other	1	1
1632 - Oil Tank Fire	1	1
5531 - Install/check smoke detector	5	5
381 - Rescue or EMS standby	1	1
5112 - Occupant Locked in Vehicle	1	1
138 - Off-road vehicle or heavy equipment fire	1	1
400 - Hazardous condition, other	1	1
342 - Search for person in water	1	1
710 - Malicious, mischievous false call, other	1	1
510 - Person in distress, other	3	3
131 - Passenger vehicle fire	2	2
<b>Total</b>	<b>751</b>	<b>751</b>

Alarm Date between 2024-07-01 and 2024-07-31.

### Total Calls by Shift

Shift	07-2024	YTD
A-Shift	257	1,215
B-Shift	233	1,229
C-Shift	257	1,260
FMO	4	13

### Total Calls by Station

Station	07-2024	YTD
Station 1	294	1,436
Station 2	200	1,087
Station 3	253	1,181
Fire Marshal's Office	4	13



# Richmond Fire Department

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Derek L. Brown  
Operations Division



## **Hurricane Beryl**

July 8<sup>th</sup> – July 10<sup>th</sup>, 2024 (72 hours)

Storm related responses: 139

Incident responses in first 24 hours: 84

*July 2024 was the busiest month on record in the 127-year history of the Richmond Fire Department, 751 incident responses.*



# RICHMOND FIRE DEPARTMENT

TRAINING DIVISION

MONTHLY ACTIVITY REPORT



August 5, 2024

Re: Activity Report for July 2024

Mayor and Commissioners,

The Training Division strives to conduct a variety of trainings each month so that our members are prepared for any task or emergency. The trainings cover a broad area of the fire service including fire suppression, fire prevention, rescue operations, hazardous materials response, and emergency medical services. These educational opportunities are accomplished using combinations of department, shift, crew, and individual level instruction. The goal for all trainings is to provide a safe platform for our members to improve and advance their knowledge in the fire service that will better prepare the Richmond Fire Department for the future and to propel each member's career development forward.

During the month of July, the Training Division began the two-week orientation phase of the FTO for four newly hired firefighters. The four new firefighters performed well through the initial phase of the FTO. All four were assigned to shift and will continue there FTO with an assigned Lieutenant.

A Driver/Operator hiring assessment was posted to fill open positions. The department was required to open the position to the outside due to the amount of openings compared to qualified staff. While the application period is open, the training division has been working on the details for the process so that an external assessment will be consistent with previous internal assessments and department standards are maintained.

The department logged 753.5 hours of training for the month of July. Looking forward to the month of August, the Training Division will host a hiring assessment for both open firefighter and driver/operator positions.

Respectfully,

Aaron Hafer

*Attachments: Training Analysis Report for July 2024 – ESO (Fire) & Career Cert (EMS)*



# RICHMOND FIRE DEPARTMENT

TRAINING DIVISION

MONTHLY ACTIVITY REPORT



## Richmond Fire Department Training Hours by Category

Category	July 2024
FIRE: Apparatus Operation / Driver Training	8
FIRE: Aerial Operations	6
FIRE: PPE Inspection, Care & Cleaning	3
FIRE: SCBA Inspection, Care & Cleaning	3
FIRE: PPE Overview	12
FIRE: SCBA Consumption Drill	6
FIRE: SCBA Donning & Doffing	10
FIRE: PPE Donning & Doffing	25
FIRE: Hose (General)	8
FIRE: Water Supplies	8
FIRE: Forward & Reverse Lays / Catching a Hydrant	16
FIRE: Hose Loads / Hose Deployment	32
FIRE: Rapid Intervention Teams	39
PHYSICAL FITNESS	5
ADMIN: Administrative Procedures	6
ADMIN: Fire Department Organization / Structure	6
ADMIN: Personnel Management	6
FIRE: Apparatus Familiarization	12
GEN: Policies & Procedures	6
FIRE: Report Writing	19
INSP: Building Construction	21
FIRE: Drafting	14
FIRE: Ground Ladders	24
FIRE: Air Bag Operations	16
FIRE: Vehicle Extrication	32
FIRE: Vehicle Fires	26
FIRE: Search & Rescue	88
HZMT: Hazmat Safety	5
HZMT: Handling, Moving, & Storage	3
FIRE: Ventilation (Horizontal)	8
FIRE: Firefighter Injuries	18
FIRE: Ventilation (Vertical)	16
FIRE: Live Fire Training	99
FIRE: Tanker Operations	2



# RICHMOND FIRE DEPARTMENT

TRAINING DIVISION

MONTHLY ACTIVITY REPORT



FIRE: SCBA Overview	8
FIRE: Mayday & Firefighter Survival	50
WFF: Wildland Fire Behavior	8
WFF: Wildland Equipment & Clothing	8
FIRE: Firefighter Safety	4
ADMIN: Career Development	6
LAW ENFORCEMENT	4
HZMT: Hazmat Equipment Use & Maintenance	3
MISC	4
FIRE: Fire Ground Overview	4
GEN: Territory & Response Districts	6
HZMT: Railroad Emergencies	1
WFF: Wildland Firefighter Safety	4
EMS: Medical	5
<b>TOTALS:</b>	<b>720</b>

## Richmond Fire Department EMS Training Hours by Category

Category	July 2024
EMS: Airway Management & Ventilation	1.5
EMS: Medical	8
EMS: Operations	0
EMS: Patient Assessment	0
EMS: Pediatrics	7
EMS: Preparatory	7.5
EMS: Special Considerations	7.5
EMS: Trauma	0
EMS: Electives	2
<b>TOTALS:</b>	<b>33.5</b>



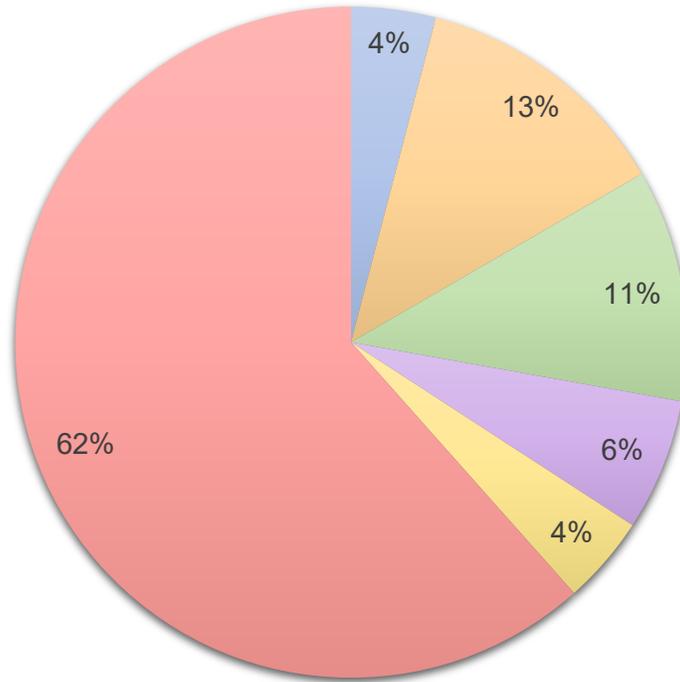
# RICHMOND FIRE DEPARTMENT

TRAINING DIVISION

MONTHLY ACTIVITY REPORT



### Training Breakdown



■ Vehicle Extrication  
■ Search & Rescue  
■ EMS Training

■ Live Fire Training  
■ Mayday, RIT, & Firefighter Survival  
■ Other Fire Related Training



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

## **Police Department Report**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



# Richmond Police Department

## Monthly Report

*Jeff Craig*

Chief of Police

**Together  
We Can Make a Difference**

**RICHMOND POLICE DEPARTMENT  
PART 1 CRIMES**

<b>OFFENSES</b>	<b>Jul. 2023</b>	<b>Jul. 2024</b>	<b>5 Year Avg for Aug.</b>	<b>Jan-Jul 2023</b>	<b>Jan-Jul 2024</b>	<b>Numerical Change</b>	<b>Percent Change</b>
<i>Murder</i>	0	0	1	1	0	-1	-100.00%
<i>Rape</i>	0	2	1.2	3	10	7	233.33%
<i>Aggravated Assault</i>	0	1	1	17	10	-7	-41.18%
<i>Robbery</i>	0	0	0.6	6	4	-2	-33.33%
<i>Burglary</i>	3	5	3.2	20	20	0	0.00%
<i>Theft</i>	21	36	20.2	83	167	84	101.20%
<i>Motor Vehicle Theft</i>	2	1	1.60	9	3	-6	-66.67%
<i>Grand Total</i>	26	45	29.2	139	214	75	53.96%

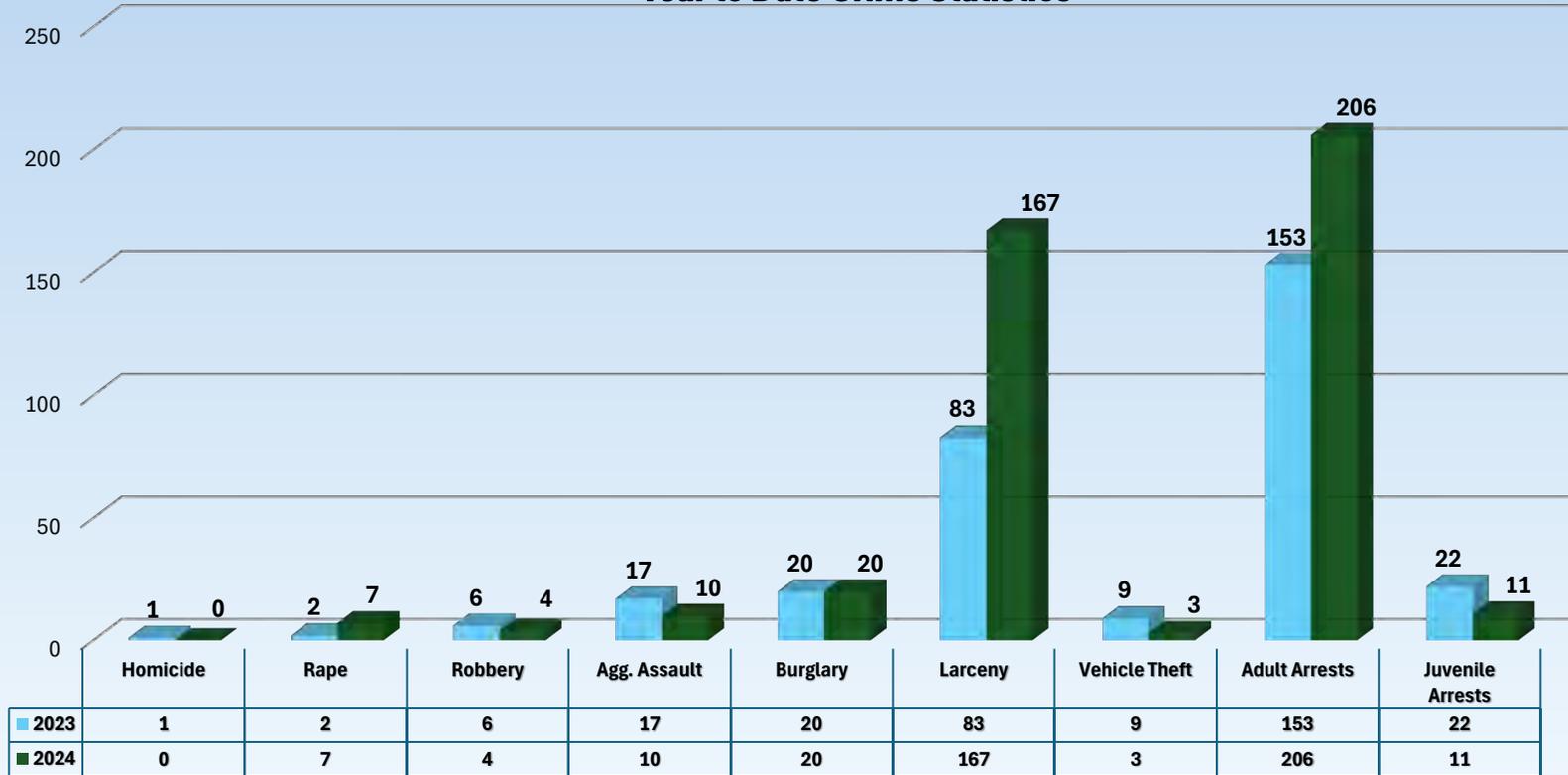
## Crime Report 2024

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yr/Date
<b>Criminal Homicide</b>														
	<i>Murder/Non Negligent Mansalughter</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>Manslaughter by Negligence</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Rape</b>														
	<i>Rape</i>	0	1	0	2	1	1	2	0	0	0	0	0	7
	<i>Attempted Rape</i>	0	0	0	0	2	1	0	0	0	0	0	0	3
<b>Robbery</b>														
	<i>Firearm</i>	0	0	0	0	0	1	0	0	0	0	0	0	1
	<i>Other Dangerous Weapon</i>	0	0	0	0	1	0	0	0	0	0	0	0	1
	<i>Strong Arm (Hands,Fist,Feet)</i>	0	0	1	1	0	0	0	0	0	0	0	0	2
<b>Assault</b>														
	<i>Gun</i>	0	1	1	1	1	1	0	0	0	0	0	0	5
	<i>Other Dangerous Weapon</i>	1	1	1	0	1	0	1	0	0	0	0	0	5
	<i>Hands,Fist,Feet, Etc-Aggravated</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>Other Assaults - Not Aggravated</i>	9	15	0	16	14	9	9	0	0	0	0	0	72
<b>Burglary</b>														
	<i>Residential</i>	1	3	1	1	2	1	5	0	0	0	0	0	14
	<i>Non-Residential</i>	1	0	1	0	0	4	0	0	0	0	0	0	6
<b>Larceny</b>		10	21	15	24	26	35	36	0	0	0	0	0	167
<b>Motor Vehicle Theft</b>														
	<i>Autos</i>	1	0	0	1	0	0	1	0	0	0	0	0	3
	<i>Trucks &amp; Buses</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>Other Vehicles</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Arrests</b>														
	<i>Adult</i>	20	30	29	32	29	21	45	0	0	0	0	0	206
	<i>Juvenile</i>	0	2	2	2	0	1	4	0	0	0	0	0	11
<b>Traffic Crashes</b>		20	16	26	21	33	30	21	0	0	0	0	0	167

## Crime Report 2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yr/Date
<b>Criminal Homicide</b>													
<i>Murder/Non Negligent Mansalughter</i>	1	0	0	0	0	0	0	0	0	0	0	0	1
<i>Manslaughter by Negligence</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Rape</b>													
<i>Rape</i>	0	1	1	0	0	0	0	0	0	0	0	0	2
<i>Attempted Rape</i>	0	1	0	0	0	0	0	0	0	0	0	0	1
<b>Robbery</b>													
<i>Firearm</i>	1	1	2	0	2	0	0	0	0	0	0	0	6
<i>Other Dangerous Weapon</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Strong Arm (Hands,Fist,Feet)</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Assault</b>													
<i>Gun</i>	2	2	0	0	1	1	0	0	0	0	0	0	6
<i>Other Dangerous Weapon</i>	5	2	0	2	1	1	0	0	0	0	0	0	11
<i>Hands,Fist,Feet, Etc-Aggravated</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Other Assaults - Not Aggravated</i>	11	15	7	8	4	9	15	0	0	0	0	0	69
<b>Burglary</b>													
<i>Residential</i>	1	1	2	2	0	0	1	0	0	0	0	0	7
<i>Non-Residential</i>	0	3	1	2	2	3	2	0	0	0	0	0	13
<b>Larceny</b>													
	22	8	0	10	10	12	21	0	0	0	0	0	83
<b>Motor Vehicle Theft</b>													
<i>Autos</i>	1	0	1	1	1	2	1	0	0	0	0	0	7
<i>Trucks &amp; Buses</i>	0	0	0	0	0	0	1	0	0	0	0	0	1
<i>Other Vehicles</i>	1	0	0	0	0	0	0	0	0	0	0	0	1
<b>Arrests</b>													
<i>Adult</i>	24	22	34	28	21	8	16	0	0	0	0	0	153
<i>Juvenile</i>	4	3	2	9	1	1	2	0	0	0	0	0	22
<b>Traffic Crashes</b>													
	12	19	17	20	20	16	24	0	0	0	0	0	12

### Richmond Police Department National Incident-Based Reporting Year to Date Crime Statistics



July    ■ 2023    ■ 2024

### CRASH REPORT JULY 2024

Crash ID	Crash Date	City	County	Case ID
20318363	2024/07/29	RICHMOND	FORT BEND	202400009647
20316629	2024/07/29	RICHMOND	FORT BEND	202400009653
20310774	2024/07/27	RICHMOND	FORT BEND	202400009565
20305711	2024/07/27	RICHMOND	FORT BEND	202400009566
20310769	2024/07/25	RICHMOND	FORT BEND	202400009481
20318364	2024/07/24	RICHMOND	FORT BEND	202400009437
20310760	2024/07/21	RICHMOND	FORT BEND	202400009255
20301563	2024/07/20	RICHMOND	FORT BEND	202400009205
20301560	2024/07/15	RICHMOND	FORT BEND	202400008953
20311810	2024/07/13	RICHMOND	FORT BEND	202400008861
20299451	2024/07/13	RICHMOND	FORT BEND	202400008864
20290256	2024/07/13	RICHMOND	FORT BEND	202400008863
20282025	2024/07/12	RICHMOND	FORT BEND	202400008795
20281910	2024/07/12	RICHMOND	FORT BEND	202400008797
20281839	2024/07/11	RICHMOND	FORT BEND	202400008742
20299450	2024/07/11	RICHMOND	FORT BEND	202400008728
20278040	2024/07/10	RICHMOND	FORT BEND	202400008683
20284929	2024/07/06	RICHMOND	FORT BEND	202400008441
20278050	2024/07/06	RICHMOND	FORT BEND	202400008447
20278048	2024/07/06	RICHMOND	FORT BEND	202400008445
20278052	2024/07/04	RICHMOND	FORT BEND	202400008384

# JULY SERGEANT'S MONTHLY ACTIVITY REPORT

**SHIFT: Days**

## Arrest Information

Officer	Shifts	Calls	Reports	Crash	Citations	Warnings	Total Arrests	Total Charges	City Warrants	Miles	Beat Activity	Community Activity Hours
Sgt. S. Rychlik	5	26	1	2	5	0	0	0	0	257	3	1
Cpl. R. Robles	12	49	8	3	9	3	4	13	0	695	3	0.75
Ofc. V. Golovine	8	29	5	0	23	2	5	10	2	314	16	2
Ofc. R. Molnoskey	17	54	6	1	7	1	3	5	0	677	3	5.8
Ofc. A. Feliciano	17	91	6	4	7	7	1	3	0	782	3	3
Ofc. A. Gutierrez	14	65	5	4	10	10	1	1	0	650	3	9
<b>Total</b>	<b>73</b>	<b>314</b>	<b>31</b>	<b>14</b>	<b>61</b>	<b>23</b>	<b>14</b>	<b>32</b>	<b>2</b>	<b>3375</b>	<b>31</b>	<b>21.55</b>

**SHIFT: Evenings**

## Arrest Information

Officer	Shifts	Calls	Reports	Crash	Citations	Warnings	Total Arrests	Total Charges	City Warrants	Miles	Beat Activity	Community Activity Hours
Sgt. D. Evans	13	29	2	0	5	7	2	3	0	201	0	0
Ofc. E. Boone	16	74	8	0	27	7	4	6	3	720	3	3
Ofc. M. Bertasz	18	60	11	3	23	15	1	1	0	1017	1	0
Ofc. T. Olivett	16	49	4	1	0	7	1	1	0	1276	1.5	0
Ofc. J. Lane	18	67	7	2	94	27	2	2	0	1210	1	1
Ofc. S. Ortega	17	52	3	1	26	13	3	3	0	1185	1	0
<b>Total</b>	<b>98</b>	<b>331</b>	<b>35</b>	<b>7</b>	<b>175</b>	<b>76</b>	<b>13</b>	<b>16</b>	<b>3</b>	<b>5609</b>	<b>7.5</b>	<b>4</b>

**SHIFT: Nights**

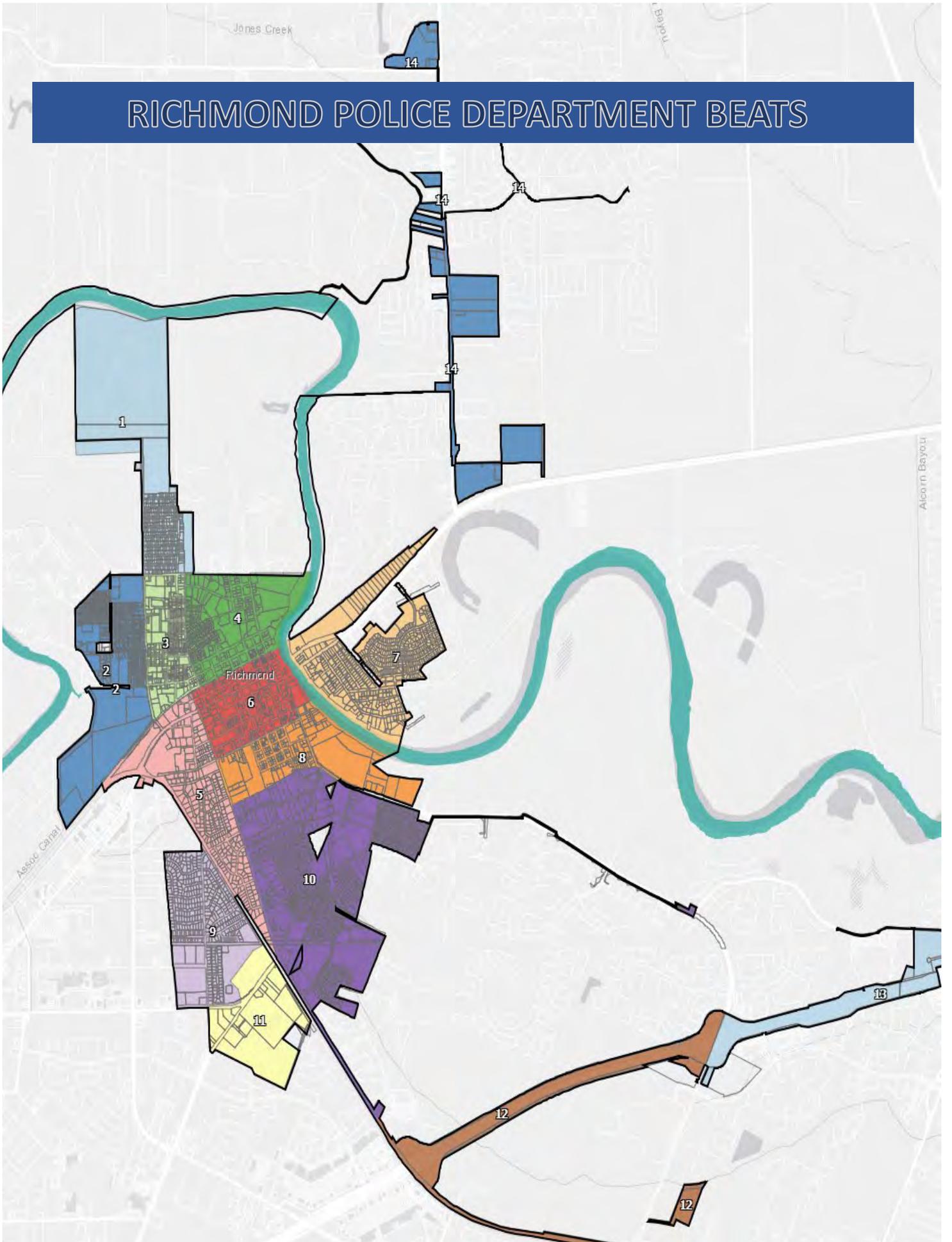
## Arrest Information

Officer	Shifts	Calls	Reports	Crash	Citations	Warnings	Total Arrests	Total Charges	City Warrants	Miles	Beat Activity	Community Activity Hours
Sgt. J. Williams	15	48	3	2	20	8	1	3	2	1000	3	2.5
Cpl. T. Anderson	8	11	0	1	0	0	0	0	0	100	1	1
Ofc. N. Benitez	18	43	2	0	5	4	1	3	0	880	3	3
Ofc. M. Palmer	19	41	3	0	29	18	1	1	0	645	3	4
Ofc. C. Brignac	20	72	2	0	30	11	2	5	4	1412	3	3
Ofc. A. Ramirez	13	23	3	2	27	17	1	2	0	450	3	3
Ofc. D. Harper	12	41	4	0	19	10	3	7	1	544	3	3
<b>Total</b>	<b>105</b>	<b>279</b>	<b>17</b>	<b>5</b>	<b>130</b>	<b>68</b>	<b>9</b>	<b>21</b>	<b>7</b>	<b>5031</b>	<b>19</b>	<b>19.5</b>

	Shifts	Calls	Reports	Crash	Citations	Warnings	Arrests	Charges	Warrants	Miles	Activity	Hours
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<b>Grand Totals</b>	<b>276</b>	<b>924</b>	<b>83</b>	<b>26</b>	<b>366</b>	<b>167</b>	<b>36</b>	<b>69</b>	<b>12</b>	<b>14015</b>	<b>57.5</b>	<b>45.05</b>
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# RICHMOND POLICE DEPARTMENT BEATS





**Monthly Activity Report**

**Beat: 1**

**Officer: Emily Boone**

**July 2024**

**Description of Beat:**

Beat 1 is in the North Richmond area. Beat 1 is everything North of Clay Street within the City limits. This area of town is commonly known as the "Heights". This beat includes a business known as Heights Mini Mart and includes George Park.

**Narrative:**

During the month of July, I met with three people within my Beat. While conducting property checks on residences I met with Alice. Alice stated she has been living at 1202 Goliad her whole life, she stated her house was one of the first houses built in her area back in the day. Alice stated she lives with her daughter, and she loves her community. Alice was asked if she had any concerns within her neighborhood, she would like the police to know. Alice stated at the time she does not have any concern. Alice was advised to call the police if she had any concerns.

As I finished my conversation with Alice, I met with Joseph at 1102 Goliad Ave. Joseph stated he lives in the area with his kid. Joseph stated he likes to be at home when he is not working. Joseph advised his neighbors tend to be a bit loud sometimes. Joseph was told to contact police if he needs help for that. Joseph was also advised to call the Richmond Police Department if he has any more concerns.

Lastly, while conducting property checks in Beat 1, I met Julian at 2155 Collins Rd. Julian stated. Julian stated he likes to come to George Park when he can. Julian then advised he goes to the park to work out or hangout with friends. Julian was then given my business card and advised to call us if he has any issues or questions.

I do not have any sex offenders in my Beat.

**Public Safety Contacts**

<u>Public Safety Contacts</u>	<u>Address</u>	<u>Date</u>
Alice	1202 Goliad Ave	07/11/2024
Joseph	1102 Goliad Ave	07/11/2024
Julian	2155 Collins Rd	07/16/2024

**Goals Accomplished:**

I did meet my goal by going by conducting more property checks within my Beat, and did more property checks to show police presence in the area.

**Goals Next Month:**

My goal for the next few months is to conduct more property checks within the neighborhoods for more police presence.

Statistical Information				
Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
16	74	8	3	3

Violator Contacts			
Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
27	7	0	4

Arrest Information						
Narcotic	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
0	1	0	3	1	4	6



**Monthly Activity Report**

**Beat: 2**

**Officer: Golovine**

**July 2024**

**Description of Beat:**

Beat 2 is also known as “Brazos Terrace Subdivision” and it is located in the north side of the City of Richmond. The boundary lines are west of Collins, South of Pink Blvd, north of the Union Pacific Railroad, and east of the Richmond State School (which is outside the City Limits and Beat 2). Beat 2 is mainly a residential area, working class family residences mixed with several single wide mobile home parks. Within Beat 2 Pink Elementary (Lamar Consolidated School District) and Baker-Rilley preschool are also located. There is a convenience store located at 611 Pultar and a gas station/convenience store at 205 Collins Road. Beat 2 is home to 3 apartment complexes, 1930 Rocky Falls, 2020 Rocky Falls and 1001 Pultar Road.

**Narrative:**

During the month of July, while driving through Beat 2, I met Fernando Banda, who was working on his truck outside of his residence located on Mellon Street. Mr. Sanchez, who spoke Spanish only, shared with me that he moved to Richmond about 10 years ago and now that his rowdy neighbors moved out he enjoys the lack of drama on his street. I also met Martin Restor, who spoke Spanish only, shared with me that he had seen me before doing business checks in different convenience stores, but never had the opportunity to meet me. Mr. Restor had no complaints about the Richmond Police Department. I also met Moises Sanchez, who spoke Spanish only. Mr. Sanchez is new resident to Gammon Street in Richmond. Mr. Sanchez was glad to meet me and I enjoyed a casual conversation with him. I contacted Mr. Fletcher again, who resides on Rochelle, as he has hosted several National Night Out events in Beat 2 in the past. Mr. Fletcher promised to host again this year’s National Night Out and we continued planning for the event. During the month July all monthly registered sex offender checks were completed.

**Public Safety Contacts:**

<u>Public Safety Contacts:</u>	<u>Address:</u>	<u>Date:</u>
Moises Sachez	1900 Gammon	07-29-2024
Martin Restor	1800 Preston #5	07-30-2024
Fernando Banda	309 Mellon	07-30-2024
Anthony Davis	1717 Branch	07-30-2024
Bernardino Perez	316 Rocky Falls	07-30-2024
Richard Jimenez	209 Mellon	07-19-2024

**Goals Accomplished:**

Checked on the registered sex offender within Beat 2.

**Goals Next Month:**

Organize the National Night Out Event for Beat 2.

Continue to conduct checks on the registered sex offenders within this Beat.

Statistical Information				
Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
8	29	5	16	2.0

Violator Contacts			
Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
23	2	0	0

Arrest Information						
Narcotic	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
0	0	0	2	3	5	10



**Monthly Activity Report**  
**Beat: 3**  
**Officer: Amador Gutierrez**

**July 2024**

**Description of Beat:**

My beat is Beat 3, which consists of the area south of Clay St., west of N. Tenth St., east of Collins Rd., and north of the BNSF railroad tracks. Main buildings in Beat 3 include the Juan Seguin Early Childhood Center, the Rosenberg-Richmond Helping Hands and the Collin's shopping center including the washateria.

**Narrative:**

During the month of July, I did not observe any major issues in my Beat. I conducted multiple business and property checks in my Beat during the day making sure business and properties were properly secured.

During the month of July, I spoke with Jacob Rivera during a property check of the Cornerstone Ministries church. Jacob has lived in the county side of the city for approximately ten years. Mr. Rivera stated he does not have any issues at this time. I advised Mr. Rivera to contact me or the police department if he has any issues or questions.

I also met with John Combs during a business check at a local gas station known as Praslas. Mr. Combs stated that he was in town to take his daughter to the orthodontist. Mr. Combs stated he does not have any issues at this time. I advised Mr. Combs to contact me or the police department if he has any issues or questions.

I met with Carmelo Maldonado while conducting a property check of a local trailer park. Carmelo has lived in the city of Richmond for the past 6 months. Mr. Maldonado stated he does not have any issues. We mainly talked about the vehicle fire that occurred the day prior. Mr. Maldonado stated if he has any issues, he will contact the Richmond Police Department.

I met with the RSO in my beat and turned in the proper paperwork.

**Public Safety Contacts**

<u>Public Safety Contacts</u>	<u>Address</u>	<u>Date</u>
Jacob Rivera	Richmond	7/7/2023
John Combs	Sugar Land	7/18/2023
Carmelo Maldonado	112 Douglas St	7/26/2023

**Goals Accomplished:**

I patrolled known high crime areas and talked to younger members of the community.

**Goals Next Month:**

My goal is to continue to interact with younger members of the community to encourage them to call the police when they see something and to show them law enforcement are not bad people. I also want to keep checking our known high crime areas.

Statistical Information				
Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
14	65	5	3	40

Violator Contacts			
Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
10	10	0	1

Arrest Information						
Narcotic	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
1	0	0	0	0	1	1



**Monthly Activity Report**

**Beat: 3**

**Officer: A. RAMIREZ**

**JULY 2024**

**Description of Beat:**

My beat is Beat 3, which consists of the area south of Clay St., west of N. Tenth St., east of Collins Rd., and north of the BNSF railroad tracks. Main buildings in Beat 3 include the Juan Seguin Early Childhood Center, the Rosenberg-Richmond Helping Hands and the Collin's shopping center including the washateria.

**Narrative:**

During the month of July, I met with one resident in the area by the name of Daniel Vasquez. Vasquez lives at 1105 Lettie St and has lived there for approximately a year. I asked Vasquez if he had any concerns or complaints about living in the area, and he stated he would just like more patrols to be visible in the area at night. Vasquez works overnight and would have more peace of mind knowing his wife and kid were safer.

During the month of July, I contacted several other residents. I advised them I was the Beat Officer for the area and provided them with my business card. I advised them if they had any questions, comments, or concerns to contact the Richmond Police Department. They stated they all had no concerns at this time. Making contacts proved to be difficult as the hours I work leave me with a slim window of opportunity to make proper informative contacts but none the less I will continue to reach out to residents in hopes of making good relations within the community.

I made contact with the RSO in my beat and turned in the proper paperwork.

**Public Safety Contacts**

Daniel Vasquez

**Address**

1105 Lettie St

**Date**

7/18/24

**Goals Accomplished:**

I patrolled known high crime areas and talked to younger members of the community.

**Goals Next Month:**

My goal is to interact with younger members of the community to encourage them to call the police when they see something and to show them law enforcement are not bad people. I also want to keep checking our known high crime areas. I have hopes of making additional beat contacts in the area. I plan to walk the private drives of Gammon, George, Fiesta , etc... in an attempt to get those communities to trust in their local police department better and know that we are not here to harass them.

**Statistical Information**

Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
13	23	3	3	3

**Violator Contacts**

Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
27	17	0	0

**Arrest Information**

Narcotic	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
0	0	1	0	1	1	2



## Monthly Activity Report

Beat:4

Officer: Miles Palmer

July 2024

### Description of Beat:

Beat 4 is a residential area. The beat includes Wessendorff Park, Morton Cemetery, and Richmond Police Department. The boundaries of Beat 4 are south of Clay Street to the Union Pacific railroads tracks and east of North Tenth Street to North Second Street.

### Narrative:

During the month of July, I met with three residents in my Beat. I met Fred Vasquez who lives at 619 Lettie Street. I explained to Vasquez that I am a new Officer with the Richmond Police Department and that I am the beat Officer for Beat 4. I asked Vasquez if he had any problems in the area that he would like me to address. Vasquez stated that he did not at the moment. I provided Vasquez with a Richmond Police Department business card and ended the contact.

I met with Tom Hernandez who lives at 808 Maiden Ln. I introduced myself to Hernandez and told him that I am the Beat Officer for Beat 4. I explained to Hernandez what a beat officer does. I asked Hernandez if there were any issues in the Beat that he needed me to address. He stated that he did not. I provided Hernandez with a Richmond Police Department business card and told him to contact me if he ran into any problems.

I also met with Sabrina Gonzalez, who lives at 820 Collins Street. I identified myself to Gonzalez and explained to her that I am the Beat Officer for Beat 4. Gonzalez stated that she did not have any issues. I provided Gonzalez with a Richmond Police Department business card and told her to contact me if she ran into any problems.

### Public Safety Contacts

<u>Public Safety Contacts</u>	<u>Address</u>	<u>Date</u>
Fred Vasquez	619 Lettie Street	07/30/2024
Tom Hernandez	808 Maiden Ln	07/30/2024
Sabrina Gonzalez	820 Collins Street	07/30/2024

### Goals Accomplished:

I have conducted several property checks in and around Beat 4. in addition to that I've answered multiple calls for service throughout Beat 4. I have conducted several traffic stops while patrolling

Beat 4 and District 1. I attempted two registered sex offender checks, making contact with one but was unable to make contact with the other, due to the subject being admitted into the hospital.

Statistical Information				
Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
19	41	3	3	4

Violator Contacts			
Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
29	18	0	0

Arrest Information						
Narcotic	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
0	0	0		1	1	1



## Monthly Activity Report

Beat: 5

Officer: C. Brignac

July 2024

### Description of Beat:

Beat 5 is in the southwest part of the city, the area between Long Dr and Thompson Hwy. The boundaries of beat 5 are east of the BNSF railroad tracks to South Eleventh/FM 762/Thompson Highway and north of FM 1640 to the Union Pacific railroad tracks.

### Narrative:

During the month of July, I talked to three Beat contacts. While patrolling the Beat, I spoke to Robert. Robert stated to me that he notices officers drive through here later at night more now. I stated more than likely it was me! I asked him if my bright overhead lights bother him while he sleeps at night and he stated that it doesn't. Robert advised that he finds it interesting that people would come to areas like this and try to commit crimes. I advised him that you can never be too cautious because we live in a dangerous world today. I wished him a good day and advised him to call us if he ever wanted assistance or if he wanted to mention an issue he noticed in the area.

I also met with Zachary. I asked Zachary if he had anything he'd like to address that he felt was a concern in the area. He advised that things have been quiet lately in the surrounding areas by his house and he thanked the lord for that. I advised Zachary that we try to patrol the area more frequently, especially at night when BWVs are higher to occur. He was happy to hear this and advised that he appreciates it. I let him know to contact me or the Police Department via the non-emergency number on my business card I handed to him.

I also met Emory. She was bringing groceries inside her residence. I asked her if she had any concerns with the surrounding area and she stated that she comes to visit her family here often and she never notices any issues when she stays for long periods at a time. I asked her what she thought about the City of Richmond, and she stated that she loves it and finds it to be very quiet compared to Houston. Emory advised me that she's thinking about moving to the area but more so around the Aliana area of Richmond. I advised her that I don't patrol that area of Richmond yet but advised her that I'm sure soon we will expand to that part of the area. I told her that Fort Bend County patrols that part of Richmond now and they are always happy to help just like us Richmond Police officers. I provided her with my business card with the

non-emergency number on it for her to call if she has any further issues or concerns or just wants to talk in the future!

**Public Safety Contacts**

<u>Public Safety Contacts</u>	<u>Address</u>	<u>Date</u>
Emory	1206 Courtney Dr	07/29/2024
Robert	1215 Burnet	07/29/2024
Zachary	1313 Elm	07/29/2024

**Goals Accomplished:**

My accomplished goals for the month are to pass by at night more often! I have noticed that interacting with residents makes them comfortable living in the city of Richmond.

**Goals Next Month:**

My goal for the month is to patrol more often in the night in Beat 5. I have noticed that a common concern is speeding throughout the neighborhood. My other goal is to make the residents who live in my Beat feel comfortable calling the department when needed or even stopping us when in the area just to have a friendly talk.

Statistical Information				
Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
20	72	2	3	

Violator Contacts			
Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
30	11		2

Arrest Information						
Narcotics	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
0			4	0	2	1



**Monthly Activity Report**

**Beat: 6**

**Officer: T. Olivett**

**July 2024**

**Description of Beat:**

The boundaries of Beat 6 are east of S. 11th Street, to the Brazos River, and south of the Union Pacific railroad tracks to Austin/Loop FM 762. This area is commonly referred to as the Historic and Olde Town Districts of the City of Richmond.

**Narrative:**

During the month of May, I met with three residents that reside in my Beat. I met David Randolph while patrolling in Beat 6 and while he was cleaning his yard after the hurricane. RANDOLPH stated she did not have any issues at this time. RANDOLPH and I then spoke about the suspicious activities at night near Jane Long Elementary. I then advised him that I would do additional patrols in that area during the night. I then gave RANDOLPH my business card and advised him to email me or give me a call if he has any issues or questions.

I then met Adolfo Garcia while he was outside his home. GARCIA stated he did not have any issues at this time. I then spoke to about how Copa America Soccer Tournament had started and about the upcoming games. I then gave him my business card and told him to email me or give me a call if he has any issues or questions.

I then met Ian Ekbald-Frank. While talking to FRANK. FRANK stated he did not have any issues at this time. We then spoke about how he and his girlfriend were managers of Blockhouse Coffee as well as Mugz Coffee Shop. When also talked about how he like living in a house compared to an apartment I then gave FRANK my business card and told him to email me or give me a call if he has any issues or questions.

**Public Safety Contacts**

<u>Public Safety Contacts</u>	<u>Address</u>	<u>Date</u>
David Randolph	800 Main St.	7/8/24
Adolfo Garcia	101 Main St.	7/21/24
Ian Ekbald-Frank	1005 Fort St	7/22/24

**Sex Offenders**

Phillip Garner

**Address**

609 Front #15

**Date**

7/29/24

**Business Contact**

Blockhouse Coffee

**Address**

611 Jackson St

**Date**

7/21/24

**Goals Accomplished:**

This month I accomplished one of my goals, which is making contact with people within my Beat. I have also started to build a professional relationship with the business owners in my Beat. I also accomplished another goal, to get all of the business located at 611 Jackson St information updated. I also was able inform the Richmond citizens of strategies for crime prevention while talking to the citizens I meet during my public safety contacts.

**Goals Next Month:**

My goal is to make contact with new business within my Beat and have them update their business contact information. Another goal I have is to do more beat-oriented patrols in the evening time during my shift. An additional goal is to continue to interact with younger members of the community to encourage them to call the police when they see something and to show them law enforcement are not bad people. Lastly an additional goal is to inform the Richmond citizens of strategies for crime prevention.

**Statistical Information**

Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
16	48	4	3	1.5

**Violator Contacts**

Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
0	7	0	0

**Arrest Information**

Narcotics	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
0	0	1	0	0	1	1



## Monthly Activity Report

Beat:7

Officer: Ronnie Lee Molnoskey

July 2024

### Description of Beat:

Beat 7 is both a commercial and residential area. The boundaries of Beat 7 are the residential blocks of Riveredge Dr. up to Damon St. Beat 7 also includes the small local businesses in the 100 – 300 block of US 90EB. Beat 7 also includes the community of Mandola Farms.

### Narrative:

For the month of July, I made three beat contacts. On 07/03/2024, I met Vickie Aguilar. Ms. Aguilar said that she and her family have resided in the neighborhood for seven months and that they are very happy there. She said that the neighborhood is a calm, quiet place, but she wished that the City would hurry up and clear the big tree in Clay Park that fell during the hurricane.

On 07/31/2024, I met Terrence Dupard. Mr. Dupard said that he and his family moved into the area in December of 2023. So far, he has no problems, and he really likes the neighborhood. I told Mr. Dupard that in some parts of town we had some issues with car burglaries and in most of these cases the victims did not lock their doors at night. Mr. Dupard said that he is guilty of that as well but will try and do better from now on. I gave him my business card and told him to contact me if any problems arise.

On 07/31/2024, I met Teresa Bach. Ms. Bach said that she and her fiancée had moved into the neighborhood in June of last year and they are very happy here and get along with their neighbors. I gave her my business card and advised her that they can contact me if any issues arise.

There are three registered sex-offenders in Beat 7. I made contact with one of them this month. Another has been working later than normal recently, so I've only have spoken with his wife. Another is a truck driver and has not been home when I have driven by. If I do not get in contact with them within the next couple of days, I will see if evening shift can assist me.

On 07/31.2024, I went to the businesses in Beat 7 and passed out forms to update their contact information. I let them know that I will pick them up in early August. All advised that they have them completed by then. There were three business that I could not make contact with anyone. I am not sure if two of them are still open and in business. The other is only open on specific times and days.

All streetlights in Beat 7 are functioning properly at this time.

**Public Safety Contacts**

	<u>Address</u>	<u>Date</u>
Vickie Aguilar	101 Grayless St #2	07/02/2024
Terrance Dupard	1506 Munson Valley Rd	07/31/2024
Teresa Bach	1405 Oak Barrel Run	07/31/2024

**Goals Accomplished:**

Getting used to day shift after over twenty years on evening shift.

**Goals Next Month:**

Conduct more traffic enforcement and meet new beat contacts.

**Statistical Information**

Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
17	54	6	3	5.8

**Violator Contacts**

Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
7	1	0	1

**Arrest Information**

Narcotics	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
0	0	1	0	4	3	5



**Monthly Activity Report**  
**Beat: 7**  
**Officer: Stephanie Ortega**

**July 2024**

**Description of Beat:**

Beat 7 is both a commercial and residential area. The boundaries of Beat 7 are the residential blocks of Riveredge Dr. up to Damon St. Beat 7 also includes the small local businesses in the 100 – 300 block of US 90EB.

**Narrative:**

During the month of July, I met with two people within my Beat. While conducting property checks. I met with Raymond who works at 207 US 90, he stated that he was doing good, and the area was good.

I also met with Mrs. Botley who stated that she has been living in Richmond since January 2022. Mrs. Botley stated that she moved from California and she has a love-hate relationship with Texas specially after the hurricane. Mrs. Botley stated that besides that she loves her community, and she loves how diverse it is. Mrs. Botley stated that she feels safe walking her dog at 9:00 PM and she is glad she hasn't had to use her pepper spray. Mrs. Botley stated that she would like to see more patrolling in the area, and she is thankful to see that our department is good with people compared to everything going on in the media. Mrs. Botley stated that she would definitely call the department if she saw anything out of the ordinary.

**Public Safety Contacts**

Mr. Raymond  
Mrs. O. Botley

**Address**  
207 US90  
523 Ellwood Terrance

**Date**  
7/12/2024  
7/28/2024

**Goals Accomplished:**

While I did not complete my contacts, I did patrol my Beat and did not observe anything out of the ordinary during my patrolling.

**Goals Next Month:**

My goal for the next few months is to conduct more property checks within the neighborhoods and to complete my beat contacts.

**Statistical Information**

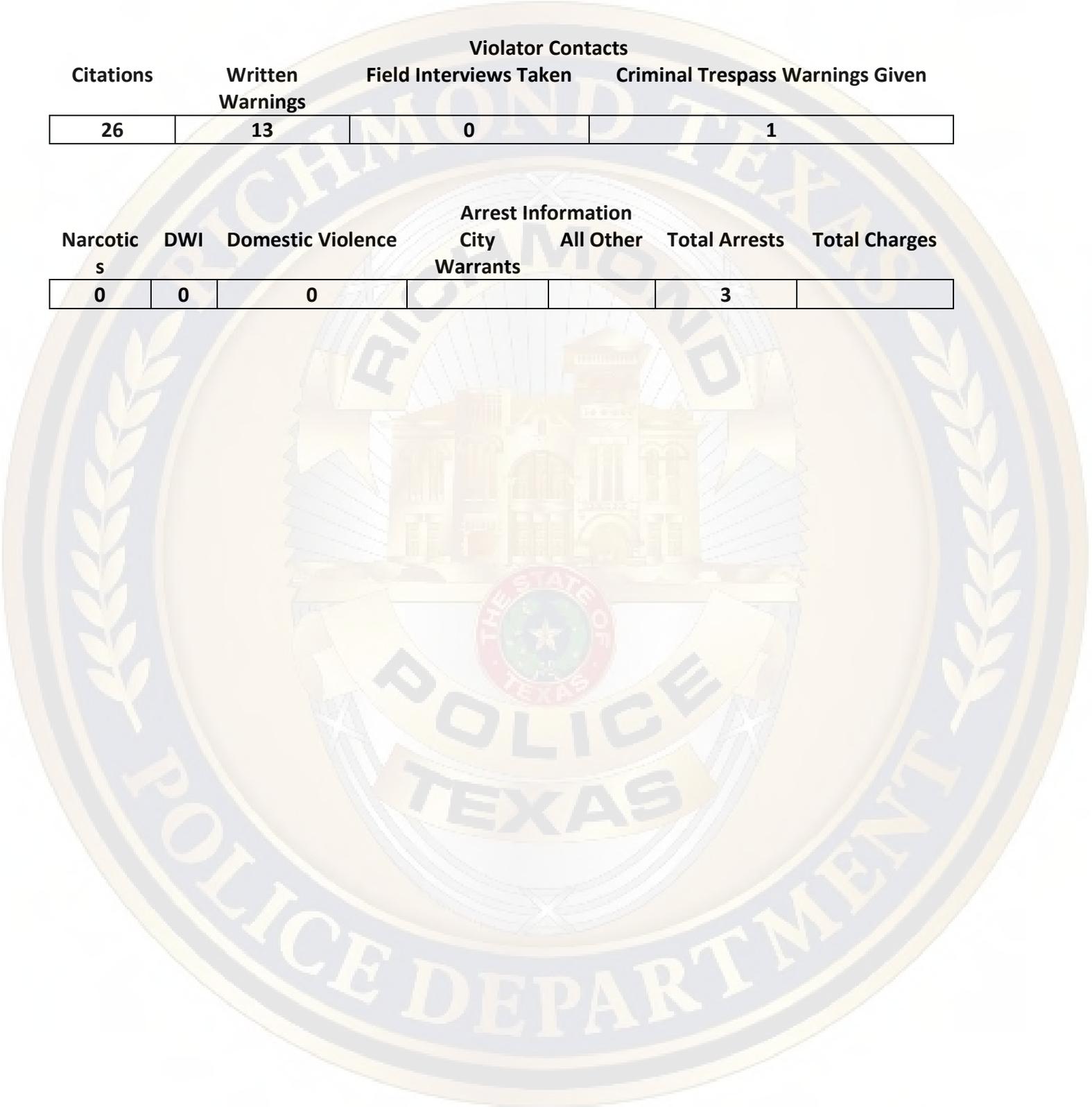
<b>Shifts</b>	<b>Calls</b>	<b>Reports</b>	<b>Beat Contacts</b>	<b>Community Activity Hours</b>
<b>17</b>	<b>52</b>	<b>3</b>	<b>2</b>	

**Violator Contacts**

<b>Citations</b>	<b>Written Warnings</b>	<b>Field Interviews Taken</b>	<b>Criminal Trespass Warnings Given</b>
<b>26</b>	<b>13</b>	<b>0</b>	<b>1</b>

**Arrest Information**

<b>Narcotics</b>	<b>DWI</b>	<b>Domestic Violence</b>	<b>City Warrants</b>	<b>All Other</b>	<b>Total Arrests</b>	<b>Total Charges</b>
<b>0</b>	<b>0</b>	<b>0</b>			<b>3</b>	





**Monthly Activity Report**

**Beat: 8**

**Officer: Michael Bertasz**

**July 2024**

**Description of Beat:**

Beat 8 encompasses a few businesses to include Bail Bond companies, Chevron gas station, Legal Services and Ducks Unlimited. Beat 8 also includes the Fort Bend County Jail and Freeman Town which is a residential area. Beat 8 is located on the south side of the City of Richmond. The boundary lines are everything south of Austin Street from S. Seventh St to Richmond Parkway and east of Hillcrest Drive.

**Narrative:**

Earlier this month I stepped out in the area of Leonard Street and Mabel Street to speak with several members of the Cobbin family who live nearby. I wanted to stop by to follow up with them regarding an animal complaint incident which occurred a day or so earlier where their family dog was attacked and killed by several other dogs. The family was able to provide me with updates around some of what had occurred since the incident, and I was able to provide some clarification around how the process for handling the dog's responsible works.

This month I also had the opportunity to represent the Richmond Police Department at the monthly meeting for the Reaching Richmond Collaboration at Friends of North Richmond. I was not on the agenda, so I just stopped by to introduce myself. I will be returning next month for their monthly meeting to provide a presentation and resources to the community regarding how to contact the Richmond Police Department when you need help.

This month I also stopped by another local business. I stepped out at A Mobile Bail Bonds at 1825 Williams Way Blvd and talked with Brenda. Brenda said things are generally pretty quiet in the area irrespective of the time of day. She said there have not been any issues she is aware of and expressed the area and the retail center generally feel safe.

**Registered Sex Offenders:**

**Gentry, Jakob (DOB:01/21/2000, TXID:41018627)  
411 Travis Street  
Richmond, Texas 77649**

**Public Safety Contacts**

**Cobbin Family**  
**Friends of North Richmond, Event Committee**  
**Brenda, Office Manager**

**Address**

**1100 Block Leonard**  
**1305 Clay Street**  
**1825 Williams Way Blvd.**

**Date**

**7/22/2024**  
**7/29/2024**  
**8/01/2024**

**Statistical Information**

<b>Shifts</b>	<b>Calls</b>	<b>Reports</b>	<b>Beat Contacts</b>	<b>Community Activity Hours</b>
<b>18</b>	<b>60</b>	<b>11</b>	<b>3</b>	<b>0</b>

**Violator Contacts**

<b>Citations</b>	<b>Written Warnings</b>	<b>Field Interviews Taken</b>	<b>Criminal Trespass Warnings Given</b>
<b>23</b>	<b>15</b>	<b>0</b>	<b>0</b>

**Arrest Information**

<b>Narcotic</b>	<b>DWI</b>	<b>Domestic Violence</b>	<b>Arrest Information</b>	<b>Total Arrests</b>	<b>Total Charges</b>
			<b>City Warrants</b>		
<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>



## **Monthly Activity Report**

**Beat: 8**

**Officer: Dakota Harper**

**July 2024**

### **Description of Beat:**

Beat 8 encompasses several businesses, including various Bail Bond companies, a Chevron gas station, the YMCA, and Ducks Unlimited. Also within the City of Richmond's jurisdiction are the roadways around the Fort Bend County Justice Center, the Fort Bend County Jail, and the Fort Bend County Sheriff's Office are included in Beat 8. The residential area in Beat 8 is commonly known as Freeman Town. Beat 8 covers everything south of Austin Street to Golfview Drive and from South Eleventh Street to Richmond Parkway.

### **Narrative:**

This month, I made contact with Mr. Vasquez and his two sisters, as well as his brother, during a conversation on the patio of his residence near the 400 block of Travis Street. Mr. Vasquez mentioned that his siblings were visiting from Mexico and that they were enjoying each other's company. He described the neighborhood as generally quiet and had no complaints at the time. I informed Mr. Vasquez that I was recently assigned to this Beat and encouraged him to contact the Richmond Police Department for any future questions or concerns.

I also visited the Pull Over Gas Station at 1827 Richmond Parkway and spoke with Mr. Maquisia, a store clerk who has been with the business for three years. He expressed no concerns or complaints despite the ongoing construction on Richmond Parkway. Mr. Maquisia recognized me from my time as a cadet and praised me joining Richmond Police Department. Mr. Maquisia noted that the area has always been well protected.

Lastly, I spoke with two women taking a morning walk near the Fort Bend County Justice Center. Ms. Pena and Ms. Flores stated that they reside at 717 Barrett Street. When asked how long they have lived in the area, Ms. Flores mentioned two years, while Ms. Pena stated several months. Both indicated that they had no complaints or concerns at this time.

**Registered Sex Offenders:**

Gentry, Jakob (DOB:01/21/2000, TXID:41018627)  
411 Travis Street  
Richmond, Texas 77649

**Goals for Next Month:**

1. Connect with more people and coordinate with Officer Bertasz to brainstorm ways to enhance community interaction.
2. Continue engaging with younger community members to encourage them to report incidents and to demonstrate that law enforcement officers are there to help.

**Statistical Information**

Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
12	41	4	3	0

**Violator Contacts**

Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
19	10	0	1

**Arrest Information**

Narcotic	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
0	0	0	1	0	3	7



## Monthly Activity Report

Beat: 9

Officer: Feliciano

July 2024

### Description of Beat:

Beat 9 is predominantly a residential area, with mostly single-family residences. There are two apartment complexes and an elementary school within Beat 9. The boundaries of Beat 9 are the BNSF railroad tracks along the eastern side, the Rosenberg city limits along the northern and western side, and FM 1640 along the southern side. This area is commonly known as Lamar Estates.

### Narrative:

During the month of July, I met with three residents that reside in my Beat. I met with Sarah Smith while conducting a property check of the neighborhood. Ms. Smith was working in her front yard. When I made contact with her. Ms. Smith, she stated she did not have any issues. Ms. Smith stated she has been living at his current residence for a few years. Ms. Smith stated she was retired and enjoyed spending time outside. I then gave Ms. Smith my business card and advised her to email me or give me a call if she has any issues or questions.

I then spoke with Zack Brown, who was walking his dog. Mr. Brown stated he did not have any issues at this time other than that some people speed down his street. Mr. Brown stated he has been living in his current residence for 3 years. I then gave Mr. Brown my business card and advised him to email me or give me a call if he has any issues or questions. I told Mr. Brown that I am here to help so don't hesitate to call the police and that I would try and patrol his street more while on duty.

I then made contact with Edward Johnson who was watching baseball in his garage. Mr. Johnson said he moved to Richmond about 4 years ago. Mr. Johnson stated he has no issues at this time other than hearing gunshots fired in the area from time to time. I told Mr. Johnson he can call the police when he hears this so we can investigate. I gave Mr. Johnson my business card and told him to email me or give me a call if he has any issues or questions.

I do not have a registered sex offender in my Beat but attempted to make contact with a RSO in another Beat. I did not make contact but turned in the appropriate paperwork.

**Public Safety Contacts**

**Address**

**Date**

Sarah Smith  
Zack Brown  
Edward Johnson

1800 Cypress Dr.  
1528 Chestnut Ln.  
1901 Cypress Dr.

7/01/24  
7/15/24  
7/20/24

**Goals Next Month:**

My goal is to continue to interact with more younger members of the community to encourage them to call the police when they see something and to show them law enforcement are not bad people. My goal is also to patrol my Beat and show officer presence in the area.

Statistical Information				
Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
17	91	6	3	3

Violator Contacts			
Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
7	7	0	5

Arrest Information						
Narcotics	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
0	0	0	0	3	1	3



**Monthly Activity Report**

**Beat: 10**

**Officer: Benitez**

**July 2024**

**Description of Beat:**

Beat 10 is a mainly commercial and non-profit area which also involves multiple subdivisions residences in the area. The boundaries of Beat 10 are south of the Y.M.C.A. to the city limits and east of FM 762/Thompson Highway to the Brazos River. The common names for the subdivisions in this area are Hillcrest Estates, Country Club Estates, Bayou Estates, Ironwood Forest, Bonham Acres, Jane Long Farms, and a portion of Veranda.

During the month of July, I met three new Beat contacts. While patrolling Beat 10, I met with Ms. Felicity. I explained to Ms. Felicity that I am the new assigned Beat Officer for the area. I asked Ms. Felicity if she has had any issues living in the Richmond area, she stated she did not and mentioned how she loves interacting with her neighbors. Overall, she has not had any concerns. Ms. Felicity was advised if she ever had any issues to not hesitate to contact us or even stop us while patrolling just to say Hello.

I also met Mr. Lee, I explained to Mr. Lee that I am the newly assigned Beat Officer for the area. I asked Mr. Lee if he has had any issues living in Richmond. Mr. Whitaker said that he has not had any problems. Mr. Lee said he has enjoyed living in the area. Mr. Lee was advised if he had any concerns to contact us.

Lastly, I met Ms. William, I informed Ms. William that I am the new assigned Beat Officer assigned to Beat 10. I asked Ms. William if he had any issues living in the area to which she stated no, she has had no issues and is happy living in the neighborhood. Ms. William was given a business card and was advised to stop me for any questions or if she wished to just say hello.

**Public Safety Contacts**

Ms. Felicity

Mr. Lee

Ms. William

**Address**

2025 Briar Ln.

415 Richmond Place Dr.

434 Richmond Place Dr.

**Date**

07/29/2024

07/30/2024

07/30/2024

**Goals Accomplished:**

My accomplished goals for the month to engage more with residents in my beat. I have noticed that interacting with residents makes them comfortable living in the City of Richmond and has brought them comfort to meet the officers of Richmond. I have also noticed residents are less hesitant to stop us in the mornings just to say hi and have a small conversation.

**Goals Next Month:**

My goal for next month is to continue interacting with the residents around Beat 10, so they are comfortable enough to say hello and interact with police officers. My goal will be to make them feel safe and feel that they can count on police at any time of need.

Statistical Information				
Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
18	42	5	3	

Violator Contacts			
Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
5	4		

Arrest Information						
Narcotic	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
0					1	3



**Monthly Activity Report**

**Beat: 11**

**Officer: Officer Jonathan Lane #5236**

**July 2024**

**Description of Beat:**

Beat 11 is known as the business district of Richmond. Beat 11 covers businesses such as the United States Post Office, Whataburger, Wall Mart, and Wharton County Junior College. Beat 11 includes everything West of the BNSF railroad tracks on FM 1640 to Lamar Dr. and the businesses in the 1200-1600 block of FM 2218 which includes business of the Richmond Food Mart, Papa John’s Pizza and Chinese One, Awaam Urgent Care Clinic and the subdivision, Wall Street Village, has recently joined Beat 11 and new homes are being built at a quick pace.

**Narrative:**

During the month of July, I met with 1 employee of a business in my beat. I met Lalani who is a clerk at Ritestop on FM 2218 Rd. Lalani and I discussed the impact Hurricane Beryl had on the City of Richmond. Lalani stated the store lost power for about a day, but surprisingly had very little property damage. Lalani and I also discussed an incident that happened a few days prior. The incident involved a mental person following him into the store, making him feel very uncomfortable. Fortunately an officer was dispatched and quickly mitigated the issue.

I then met with Jayish, who is a resident of Wall Street Village. Jayish and I discussed his newly built home and the safety of his subdivision. Jayish informed me his family has previously lived in a “new construction” community and did not have the best experience. Jayish stated his family feels a lot safer living in Wall Street Village because of the amount of police presence throughout the day and night.

Beat 11 does not have any register sex offenders.

**Public Safety Contacts**

Lalani  
Jayish

**Address**

1212 FM 2218  
6414 Buffalo Bend Ln

**Date**

7/19/24  
7/19/24

**Goals Accomplished:**

This month I did not accomplish any of my goals.

**Goals Next Month:**

My goal is to make contact with more business and have them update their business contact information. Another goal is to enforce more traffic laws that play a part in most of the accidents I respond to.

Statistical Information				
Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
18	67	7	2	2

Violator Contacts			
Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
94	27	0	2

Arrest Information						
Narcotics	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
0	0	0	0	0	2	2



**Monthly Activity Report**

**Beat: 14**

**Officer: Cpl. Ruben Robles**

**July 2024**

**Description of Beat:**

Beat 14 encompasses 18 businesses and 1 senior Apartment complex located on the west side of FM 359 ranging from the 500 block to the 1700 block. Two of the businesses are located off Mason Rd.

**Narrative:**

During the month of July, I met with 2 residents and the manager of the apartment complex. I met Cathline Fagert who was working out on the treadmill in the complex gym. FAGERT stated she has lived at her residence for 6 years. FAGERT stated that she did not have any issues. I then gave her my business card and advised her to email me or give me a call if she has any issues or questions.

I then met with Karen Bonura who was walking around the complex. BONURA was very excited to see me and happy that I was making contact with residents and walking the complex. BONURA stated she did not have any issues at this time. BONURA stated she has been living in the complex for 3 years but at her current residence for a year. I gave BONURA my business card and told her to email me or give me a call if she has any issues or questions.

I then made contact with the manager of the complex Megan Burwell in her office. BURWELL stated that she did not have any issues at this time. I then advised BURWELL of some of the security concerns the residents have brought up in the past and gave her some advice. BURWELL stated she has been the manager of the complex for about 2 years. I then gave her my business card and told her to email me or give me a call if she has any issues or questions.

Beat 14 does not have any register sex offenders.

**Public Safety Contacts**

<u>Public Safety Contacts</u>	<u>Address</u>	<u>Date</u>
Cathline Fagert	1717 FM 359 #226	7/30/24
Karen Bonura	1717 FM 359 #323	7/30/24
Megan Burwell	1717 FM 359	7/30/24

**Goals Accomplished:**

This month I did accomplish my goal of making contact with a business to update the business contact forms.

**Goals Next Month:**

My goal is to make contact with more business and have them update their business contact information. Another goal is to continue to interact with more younger members of the community to encourage them to call the police when they see something and to show them law enforcement are not bad people.

**Statistical Information**

Shifts	Calls	Reports	Beat Contacts	Community Activity Hours
12	49	8	3	.75

**Violator Contacts**

Citations	Written Warnings	Field Interviews Taken	Criminal Trespass Warnings Given
9	3	0	2

**Arrest Information**

Narcotics	DWI	Domestic Violence	City Warrants	All Other	Total Arrests	Total Charges
3	0	0	0	10	4	13

# CID MONTHLY ACTIVITY

**July 2024**

	Felony Cases	Misdemeanor Cases	Runaway/ Missing Person	Other Non-Criminal	Cases Cleared
<b>Lt. Jesse Martin</b>	----	----	-----	-----	---
<b>Det. John Dawson</b>	11	6	0	2	8
<b>Det. David Childs</b>	11	5	1	0	0
<b>Det. Kristi Pena</b>	4	17	0	1	1
<b>TOTALS</b>	26	28	1	3	9

## DISTRICT ATTORNEY INTAKE REPORTS

	Cases Submitted to District Attorney			Cases Rejected by District Attorney	
	Felonies	Misdemeanors	Runaways	Felonies	Misdemeanors
<b>Lt. Jesse Martin</b>	7	-----	-----	-----	-----
<b>Det. John Dawson</b>	2	9	0	0	0
<b>Det. David Childs</b>	7	5	0	0	2
<b>Det. Kristi Pena</b>	1	5	0	3	5
<b>TOTALS</b>	17	19	0	3	7

## IDENTIFICATION / CRIME SCENE UNIT

### Investigator Elizabeth Neal

Latent Prints Evaluated	0
Latent Prints Identified	0
Evidence Processed	37
Property Returned to Owner	2
Destruction Orders Filed	0
Destruction Orders Compiled	0
Evidence Items Destroyed (By Order)	46
Crime Scene Responses	1
Forensic Phone Analysis	0
CODIS Hits	0

### Investigator David Evans

Latent Prints Evaluated	
Latent Prints Identified	
Evidence Processed	
Property Returned to Owner	
Destruction Orders Filed	
Destruction Orders Compiled	
Evidence Items Destroyed (By Order)	
Crime Scene Responses	
Forensic Phone Analysis	
CODIS Hits	

## MISCELLANEOUS

	Training Hours	Special Projects and Community Activities
<b>Lt. Jesse Martin</b>	00	Hurricane Beryl
<b>Det. John Dawson</b>	00	Hurricane Beryl
<b>Det. David Childs</b>	00	Hurricane Beryl
<b>Det. Kristi Pena</b>	00	Assisted FBCDAO with human traffic op. Hurricane Beryl
<b>Det. Andrew Runge</b>	00	Assigned to GCVOTF/ Hurricane Beryl
<b>Inv. Elizabeth Neal</b>	00	Matched case numbers to 296 items of evidence

## NARCOTICS

Total Narcotics Arrests	7
Total Amount of Cocaine Seized	.1 gms
Total Amount of Marijuana Seized (marijuana plants included)	6.52 oz
Total Amount of other drugs seized (Kush) (Xanax) (Meth)	24.5 gms

# USMS Gulf Coast Violent Offender Fugitive Task Force

Special Detective Andrew Runge

Richmond Police Department

## July Stats 2024

Total Arrests: 26

(Includes seven (7) out of state fugitives located in Texas)

### List of charges (warrants cleared):

Capital Murder	2
First Degree Murder (LA)	2
Agg. Assault DW	5
Agg. Robbery	7
Robbery	1
Unlawful Carry Weapon	2
Felon in Possession Firearm	2
Engage in Organized Criminal Activity (2-NY)	3
Simple Burglary (LA)	3
Simple criminal damage to property (LA)	2
Armed Robbery use of firearm (LA)	1
Unauthorized entry dwelling (LA)	1
Aggravated Sexual assault child	2
Sexual Assault child	1
Indecency with child	1
Sex Abuse child under 12 (AL)	4
Rape (AL)	2
Travel to meet child for sex (AL)	2
Sexual Torture (AL)	1

Sodomy (AL)	5
Agg. Sexual Assault of Child	3
Receives Profits from Prostitution (MN)	1
Arson (NY)	1
Evading with Vehicle	1
Evading Arrest/Detention	2
Possession of CS	2
Fraud	3

Richmond PD cases: 24-00008151

Weapons recovered: 9 handguns 6 rifles

Class:

# Memorandum



**DATE: 08/02/2024**

**TO: Chief J.J. Craig**

**FROM: Lieutenant Lowell Neinast**

**SUBJECT: Professional Development Monthly Report**

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## **Professional Development Monthly Report**

**July 2024**

07/02/2024 / Officer Boone and Officer Palmer completed the S.F.S.T. Practitioner Update Course #2178 through the Texas Municipal Police Association (8 Hour Course)

07/11/2024 / Officer Gutierrez completed the Cultural Diversity Course #3939 on Virtual Academy (8 Hour Course)

07/13/2024 / Officer Gutierrez completed the Informed Response – Sexual Assault/Violence Course #470 on MyTCOLE (8 Hour Course)

07/13/2024 / Officer Gutierrez completed the 88<sup>th</sup> Session State and Federal Law Update Course #3188 on MyTCOLE (4 Hour Course)

07/15/2024 / Officer Feliciano completed the Child Abuse Prevention and Investigation Intermediate Course #2105 on Virtual Academy (24 Hour Course)

07/17/2024 / TCO Caine completed the Telecommunicator Field Training Program Course #3720 at the Richmond Police Department (160 Hour Course)

07/20/2024 / Officer Gutierrez completed the Civilian Interaction Training Course #30418 on Virtual Academy (2 Hour Course)

07/21/2024 / Officer Gutierrez completed the Constitutional Law Part 1 Course #2003 on Virtual Academy (1 Hour Course)

07/21/2024 / Officer Feliciano completed the Spanish for Law Enforcement Intermediate Course #2110 on OSS Academy Online (28 Hour Course)

07/23/2024 / Officer Ortega completed the Court Security Officer Certification Course #10999 on MyTCOLE (8 Hour Course)

07/25/2024 / Officer Gutierrez completed the Constitutional Law Part 2 Course #2003 on Virtual Academy (1 Hour Course)

07/26/2024 / Officer Gutierrez completed the Communication Part 1 Course #38719 on Virtual Academy (1 Hour Course)

07/26/2024 / Officer Gutierrez completed the Special Investigative Topics Course #3232 on Virtual Academy (8 Hour Course)

07/26/2024 / Officer Gutierrez completed the Agency Operations Course #3038 on Virtual Academy (1 Hour Course)

07/26/2024 / Officer Gutierrez completed the Basic Computer Skills Course #85119 on Virtual Academy (2 Hour Course)

07/26/2024 / Officer Feliciano completed the 88<sup>th</sup> Session State and Federal Law Update Course #3188 on MyTCOLE (4 Hour Course)

07/28/2024 / Officer Gutierrez completed the Communication Part 2 Course #38719 on Virtual Academy (1 Hour Course)

07/26/2024 / Sergeant Evans completed the Crisis Intervention Training 40 Hour Mandate Course #1850 at the Houston Police Academy (40 Hour Course)

Background Investigations continue for the October 2024 Basic Peace Officer Course at Gus George Law Enforcement Academy.

Orientation for the Crime Scene Investigator Position has been set.



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

## **Municipal Court Report**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



**RICHMOND**  
EST. **TEXAS** 1837

**CITY OF RICHMOND**  
**MUNICIPAL COURT**

**MONTHLY REPORT**  
**JULY 2024**



**CITY OF RICHMOND  
MUNICIPAL COURT  
MONTHLY REPORT JULY 2024**

<b>CASES FILED:</b>	<b>Jul-24</b>	<b>Jul-23</b>
BY POLICE DEPARTMENT	474	155
BY CODE ENFORCEMENT	8	4
BY MUNICIPAL COURT	66	17
<b>TOTAL NEW CASES FILED</b>	<b>548</b>	<b>176</b>

<b>WARRANTS:</b>		
ACTIVE WARRANTS BEGINNING OF MONTH	3,630	4,159
WARRANTS ISSUED THIS MONTH	97	72
WARRANTS CLEARED BY ARREST	22	24
WARRANTS CLEARED BY OTHER	141	23
ACTIVE WARRANTS END OF MONTH	3,564	4,184

<b>CASE DISMISSED BY:</b>		
COMPLIANCE	50	13
DRIVER SAFETY COURSE	35	12
AFTER DEFERRED DISPOSITION	31	15
PROOF OF FINANCIAL RESPONSIBILITY	1	3

<b>REVENUE:</b>	<b>Jul-24</b>	<b>Jul-23</b>
STATE(REMIT TO STATE QUARTERLY)	\$ 19,082.85	\$ 6,052.40
COLLECTIONS/OMNIBASE(REMIT UPON INVOICE)	\$ 1,492.13	\$ 357.00
COURT SECURITY/TECHNOLOGY FUND	\$ 3,067.53	\$ 945.62
LOCAL FINES/FEES	\$ 36,872.79	\$ 12,672.98
<b>TOTAL COLLECTED</b>	<b>\$ 60,515.30</b>	<b>\$ 20,028.00</b>

**CURRENT MONTH STATISTICS**

	APPEARANCE	OFF DOCKET APPEARANCE	NO SHOWS
ARRAIGNMENT HEARING	259	0	107
2ND CHANCE HEARING	27	0	59
PRE TRIAL HEARING	16	0	0
SHOW CAUSE HEARING (DEFAULT)	25	0	43
SHOW CAUSE HEARING (COMPLIANCE)	9	0	6
INDIGENCE HEARING	1	0	0
ARREST WARRANTS	8	0	0
CAPIAS PRO FINE WARRANTS	3	0	0
RECONSIDERATION HEARINGS	0	0	0
<b>TOTAL</b>	<b>348</b>	<b>0</b>	<b>215</b>

**YEAR-TO-DATE (YTD) STATISTICS**

	OFF DOCKET		
	APPEARANCE	APPEARANCE	NO SHOWS
	2024 YTD	2024 YTD	2024 YTD
ARRAIGNMENT HEARING	1,788	85	961
2ND CHANCE HEARING	85	6	531
PRE TRIAL HEARING	151	0	4
SHOW CAUSE HEARING (DEFAULT)	85	10	221
SHOW CAUSE HEARING (COMPLIANCE)	49	24	98
INDIGENCE HEARING	22	0	0
ARREST WARRANTS	43	0	0
CAPIAS PRO FINE WARRANTS	19	0	0
RECONSIDERATION HEARING	15	0	0
<b>TOTAL</b>	<b>2257</b>	<b>125</b>	<b>1815</b>

**PRIOR YEAR TOTALS**

	OFF DOCKET				ZOOM
	APPEARANCE	APPEARANCE	NO SHOWS	VIRTUAL	NO SHOWS
	2023	2023	2023	2023	2023
ARRAIGNMENT HEARING	655	65	472	0	0
2ND CHANCE HEARING	45	13	293	0	0
PRE TRIAL HEARING	231	12	75	1	0
SHOW CAUSE HEARING (DEFAULT)	70	8	130	0	0
SHOW CAUSE HEARING (COMPLIANCE)	25	8	48	0	0
INDIGENCE HEARING	1	0	0	0	0
ARREST WARRANTS	28	0	0	0	0
CAPIAS PRO FINE WARRANTS	21	0	0	0	0
RECONSIDERATION HEARING	0	0	0	0	0
<b>TOTAL</b>	<b>1076</b>	<b>106</b>	<b>1018</b>	<b>1</b>	<b>0</b>

**CITY OF RICHMOND  
MUNICIPAL COURT  
MONTHLY REPORT 2023-2024**

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	TOTAL
Gross Income	\$40,097.90	\$49,768.90	\$30,634.60	\$34,469.50	\$49,258.20	\$65,178.76	\$72,329.06	\$61,677.55	\$62,405.70	\$60,515.30	\$0.00	\$0.00	\$526,335.47
No. Cases Filed	238	302	265	311	322	407	454	492	484	548	0	0	3,823
Warrants	4073	3971	3930	3851	3852	3848	3782	3694	3666	3630	0	0	38297
Issued	33	67	32	77	69	55	76	57	77	97	0	0	640
Cleared	135	108	111	76	73	121	164	85	113	163	0	0	1149
Total Outstanding	3971	3930	3851	3852	3848	3782	3694	3666	3630	3564	0	0	
	1ST QUARTER			2ND QUARTER			3RD QUARTER			4TH QUARTER			
	\$120,501.40			\$148,906.46			\$196,412.31			\$60,515.30			

**CITY OF RICHMOND MUNICIPAL COURT 2023-2024**

STATE FEES		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD
JCPT	JUDICIAL/COURT PERSONNEL TRAINING	\$ 2.00	\$ -	\$ 3.00	\$ -	\$ -	\$ 1.00	\$ -	\$ -	\$ 0.98	\$ -	\$ -	\$ -	\$ 4.98
JCPT2			\$ (198.00)	\$ 2.00										\$ (196.00)
LEOSE	LEO STANDARDS EDUCATION	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LEMI	LAW ENFORCEMENT MANAGEMENT INSTITUTE	\$ 0.50	\$ -	\$ 0.50	\$ 1.00	\$ -	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.49
CVC	COMPENSATION TO VICTIMS OF CRIM	\$ 15.00	\$ -	\$ 60.00	\$ 30.00	\$ -	\$ 15.00	\$ -	\$ -	\$ -	\$ 14.70	\$ -	\$ -	\$ 119.70
CJP	CRIMINAL JUSTICE PLANNING	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ -	\$ 5.00	\$ -	\$ -	\$ -	\$ 4.90	\$ -	\$ -	\$ 24.90
OCL	OPERATOR'S/CHAUFFUR'S LICENSE	\$ 75.00	\$ -	\$ 13.50	\$ (43.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (29.50)
CR	COMPREHENSIVE REHABILITATION	\$ 5.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GR	GENERAL REVENUE	\$ 2.50	\$ -	\$ -	\$ -	\$ -	\$ 2.50	\$ -	\$ -	\$ -	\$ 2.45	\$ -	\$ -	\$ 4.95
BAT	BREATH ALCOHOL TESTING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LEOA	LEO ADMINISTRATIVE	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 0.98	\$ -	\$ -	\$ 1.98
LEOCE	LEO CONTINUING EDUCATION	\$ 2.00	\$ -	\$ -	\$ -	\$ -	\$ 2.00	\$ -	\$ -	\$ -	\$ 1.96	\$ -	\$ -	\$ 3.96
CCC	CONSOLIDATED COURT COST	\$ 17.00	\$ -	\$ 51.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51.00
FA	FUGITIVE APPREHENSION	\$ 5.00	\$ -	\$ 9.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00
JCD	JUVENILE CRIME/DELINQUENCY	\$ 0.75	\$ -	\$ 0.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.25
CMI	CORRECTIONAL MANAGEMENT INSTITUTE	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STF 95%	STATE TRAFFIC FEE	\$ 30.00	\$ 37.07	\$ 100.94	\$ 58.82	\$ 150.00	\$ 66.81	\$ 116.85	\$ -	\$ 30.00	\$ 30.00	\$ -	\$ -	\$ 590.49
CCC04	CCC04	\$ 40.00	\$ 105.81	\$ 662.43	\$ 306.29	\$ 164.94	\$ 620.55	\$ 281.89	\$ 1,071.76	\$ 91.24	\$ 335.55	\$ 186.31	\$ -	\$ 3,826.77
TPF	TRUANCY PREVENTION FUND	\$ 2.00	\$ 4.55	\$ 32.40	\$ 11.08	\$ 6.25	\$ 27.02	\$ 5.86	\$ 45.59	\$ 4.00	\$ 16.77	\$ 9.31	\$ -	\$ 162.83
SJRF	STATE JURY FEE	\$ 4.00	\$ 10.58	\$ 66.23	\$ 30.63	\$ 16.49	\$ 62.06	\$ 28.17	\$ 107.18	\$ 9.12	\$ 33.55	\$ 18.63	\$ -	\$ 382.64
IDF	INDIGENT DEFENSE FEE	\$ 2.00	\$ 5.28	\$ 33.13	\$ 15.31	\$ 8.25	\$ 31.02	\$ 14.08	\$ 53.59	\$ 4.56	\$ 16.77	\$ 9.31	\$ -	\$ 191.30
JFCI	JUDICIAL FEE-CITY	\$ 0.60	\$ 1.59	\$ 9.94	\$ 4.59	\$ 2.47	\$ 9.31	\$ 4.22	\$ 16.08	\$ 1.37	\$ 5.02	\$ 2.83	\$ -	\$ 57.42
JFCT	JUDICIAL FEE-COUNTY	\$ 3.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
JFCT2	JUDICIAL FEE-COUNTY	\$ 5.40	\$ 14.28	\$ 89.43	\$ 41.35	\$ 22.27	\$ 83.77	\$ 38.09	\$ 144.65	\$ 12.32	\$ 45.29	\$ 25.15	\$ -	\$ 516.60
CJFC	CIVIL JUSTICE FEE COURT	\$ 0.01	\$ -	\$ 0.03	\$ 0.01	\$ -	\$ 0.03	\$ 0.01	\$ 0.02	\$ -	\$ 0.02	\$ -	\$ -	\$ 0.12
CJFS	CIVIL JUSTICE FEE STATE	\$ 0.09	\$ 0.03	\$ 0.22	\$ 0.10	\$ -	\$ 0.27	\$ 0.10	\$ 0.18	\$ -	\$ 0.19	\$ -	\$ -	\$ 1.09
TLFTA1	OMNI FEE-STATE	\$ 20.00	\$ 90.67	\$ 212.67	\$ 127.33	\$ 80.66	\$ 160.00	\$ 80.00	\$ 240.00	\$ 40.00	\$ 80.00	\$ 20.00	\$ -	\$ 1,131.33
TP-S	TIME PAYMENT FEE-STATE	\$ 12.50	\$ 30.25	\$ 35.16	\$ 50.00	\$ -	\$ 45.47	\$ 45.66	\$ 84.93	\$ 3.52	\$ 15.94	\$ 50.00	\$ -	\$ 360.93
TXSBLT	TEXAS SEAT BELT-ANNUAL	\$ -	\$ 2.25	\$ 50.00	\$ 75.00	\$ 136.50	\$ -	\$ 130.00	\$ -	\$ 50.00	\$ 200.00	\$ -	\$ -	\$ 643.75
CC20	CC2020	\$ 62.00	\$ 9,763.01	\$ 10,708.79	\$ 7,372.88	\$ 8,390.24	\$ 10,405.97	\$ 14,264.77	\$ 13,970.28	\$ 15,556.41	\$ 14,721.82	\$ 13,423.61	\$ -	\$ 118,577.78
STF19	STATE TRAFFIC FEE 94%	\$ 50.00	\$ 4,682.02	\$ 5,363.95	\$ 3,005.01	\$ 3,331.57	\$ 3,002.41	\$ 4,200.25	\$ 5,198.18	\$ 6,368.85	\$ 6,307.35	\$ 5,081.24	\$ -	\$ 46,540.83
<b>TOTAL COLLECTED</b>			\$ 14,747.39	\$ 17,309.57	\$ 11,098.40	\$ 12,159.64	\$ 14,597.88	\$ 19,186.91	\$ 21,049.29	\$ 22,141.39	\$ 21,608.27	\$ 19,082.85	\$ -	\$ 172,981.59
<b>CONTRACT FEES</b>														
COLAGY	COLLECTIONS		\$ 931.54	\$ 1,445.10	\$ 130.80	\$ 456.00	\$ 2,209.43	\$ 2,656.60	\$ 3,463.11	\$ 1,246.71	\$ 1,392.64	\$ 1,443.53	\$ -	\$ 15,375.46
TLFTA2	OMNI FEE-BASE	\$ 6.00	\$ 75.20	\$ 99.80	\$ 44.20	\$ 30.20	\$ 174.00	\$ 192.00	\$ 132.00	\$ 71.40	\$ 54.00	\$ 48.60	\$ -	\$ 921.40
<b>TOTAL COLLECTED</b>			\$ 1,006.74	\$ 1,544.90	\$ 175.00	\$ 486.20	\$ 2,383.43	\$ 2,848.60	\$ 3,595.11	\$ 1,318.11	\$ 1,446.64	\$ 1,492.13	\$ -	\$ 16,296.86
<b>FUNDS</b>														
MCBS	MUNICIPAL COURT BUILDING SECURITY FUND	\$ 3.00	\$ 7.93	\$ 52.68	\$ 22.98	\$ 12.37	\$ 46.54	\$ 21.13	\$ 80.39	\$ 6.84	\$ 25.16	\$ 13.97	\$ -	\$ 289.99
CTF	COURT TECHNOLOGY FUND	\$ 4.00	\$ 10.58	\$ 70.23	\$ 30.63	\$ 16.49	\$ 62.06	\$ 32.24	\$ 107.18	\$ 9.12	\$ 33.61	\$ 22.55	\$ -	\$ 394.69
LMCBSF	LOCAL BUILDING SECURITY FUND	\$ 4.90	\$ 776.52	\$ 851.22	\$ 582.69	\$ 663.07	\$ 822.30	\$ 1,127.45	\$ 1,103.90	\$ 1,229.33	\$ 1,163.40	\$ 1,060.89	\$ -	\$ 9,380.77
LTPDF	LOCAL TRUANCY PREVENTION FUND	\$ 5.00	\$ 792.36	\$ 868.65	\$ 594.59	\$ 676.63	\$ 839.13	\$ 1,150.34	\$ 1,126.65	\$ 1,254.34	\$ 1,187.24	\$ 1,082.42	\$ -	\$ 9,572.35
LMCTF	LOCAL COURT TECHNOLOGY FUND	\$ 4.00	\$ 633.89	\$ 694.89	\$ 475.64	\$ 541.33	\$ 671.36	\$ 920.18	\$ 901.27	\$ 1,003.58	\$ 949.67	\$ 866.04	\$ -	\$ 7,657.85
LMJF	LOCAL MUNICIPAL JURY FUND	\$ 0.10	\$ 15.85	\$ 17.35	\$ 11.88	\$ 13.54	\$ 16.69	\$ 22.97	\$ 22.53	\$ 25.07	\$ 23.66	\$ 21.66	\$ -	\$ 191.20
POL OVRT	POLICE OVERTIME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NSF	RETURN CHECK FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UNK	UNKNOWN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL COLLECTED</b>			\$ 2,237.13	\$ 2,555.02	\$ 1,718.41	\$ 1,923.43	\$ 2,458.08	\$ 3,274.31	\$ 3,341.92	\$ 3,528.28	\$ 3,382.74	\$ 3,067.53	\$ -	\$ 27,486.85
<b>LOCAL FINES &amp; FEES</b>														
TLFTA3	OMNI BASE FEE-LOCAL	\$ 4.00	\$ 50.13	\$ 66.53	\$ 29.47	\$ 20.14	\$ 116.00	\$ 128.00	\$ 88.00	\$ 47.60	\$ 36.00	\$ 32.40	\$ -	\$ 614.27
TFC	TRAFFIC	\$ 3.00	\$ 284.65	\$ 331.92	\$ 186.19	\$ 199.90	\$ 195.14	\$ 258.79	\$ 323.51	\$ 382.14	\$ 381.25	\$ 307.96	\$ -	\$ 2,851.45
ARR FEE	ARREST FEE	\$ 5.00	\$ 775.59	\$ 886.44	\$ 615.12	\$ 678.95	\$ 859.62	\$ 1,095.52	\$ 1,160.55	\$ 1,215.84	\$ 1,174.11	\$ 1,071.78	\$ -	\$ 9,533.52
WRNTFE	WARRANT FEE	\$ 50.00	\$ 370.00	\$ 866.49	\$ 100.00	\$ 274.50	\$ 1,075.50	\$ 1,383.40	\$ 1,466.60	\$ 450.00	\$ 650.00	\$ 300.00	\$ -	\$ 6,936.49
CAPIAS	CAPIAS WARRANT FEE	\$ 50.00	\$ 100.76	\$ 350.00	\$ 150.00	\$ 100.00	\$ 306.47	\$ 582.60	\$ 593.05	\$ 206.95	\$ 350.00	\$ 450.00	\$ -	\$ 3,189.83
AF	ADMIN FEE	\$ 10.00	\$ 70.00	\$ 80.00	\$ 40.00	\$ 30.00	\$ 20.00	\$ 120.00	\$ 110.00	\$ 90.00	\$ 80.00	\$ 140.00	\$ -	\$ 780.00
TITLE 7	TRANS CODE FINE	\$ -	\$ 4,197.00	\$ 4,239.40	\$ 2,152.40	\$ 2,732.00	\$ 2,884.10	\$ 5,939.90	\$ 5,182.10	\$ 4,086.00	\$ 4,050.00	\$ 3,511.00	\$ -	\$ 38,973.90
FINE		\$ -	\$ 8,142.25	\$ 11,915.35	\$ 8,212.10	\$ 9,218.00	\$ 17,047.90	\$ 18,940.90	\$ 22,582.70	\$ 16,307.89	\$ 18,066.80	\$ 20,500.47	\$ -	\$ 150,934.36
JF	JURY FEE	\$ 3.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TP-L	TIME PAYMENT FEE-CITY	\$ 10.00	\$ 24.20	\$ 28.14	\$ 40.00	\$ -	\$ 36.37	\$ 36.52	\$ 67.94	\$ 2.81	\$ 12.75	\$ 40.00	\$ -	\$ 288.73
ADMIN	SPECIAL EXPENSE FEE	\$ -	\$ 5,142.00	\$ 6,967.11	\$ 4,471.50	\$ 4,935.00	\$ 5,055.00	\$ 8,935.00	\$ 9,786.00	\$ 9,068.00	\$ 9,029.00	\$ 8,307.00	\$ -	\$ 71,695.61
DSC FEE	DRIVING SAFETY COURSE FEE	\$ 10.00	\$ 371.42	\$ 400.00	\$ 280.00	\$ 240.00	\$ 198.52	\$ 260.00	\$ 330.00	\$ 411.48	\$ 414.61	\$ 295.39	\$ -	\$ 3,201.42
TP-L-C	TIME PAYMENT FEE-JUDICIAL EFF.	\$ 2.50	\$ 6.07	\$ 7.03	\$ 10.00	\$ -	\$ 9.11	\$ 9.15	\$ 16.99	\$ 0.70	\$ 3.19	\$ 10.00	\$ -	\$ 72.24
TPRF	TIME PAYMENT REIMBURSEMENT FEE	\$ 15.00	\$ 508.17	\$ 344.77	\$ 318.35	\$ 449.73	\$ 571.55	\$ 742.64	\$ 541.52	\$ 372.99	\$ 381.71	\$ 661.92	\$ -	\$ 4,893.35
OP	OVER PAYMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AF2	\$20 ADMIN FEE	\$ 20.00	\$ 600.00	\$ 560.00	\$ 340.00	\$ 400.00	\$ 760.00	\$ 900.00	\$ 960.00	\$ 900.00	\$ 960.00	\$ 720.00	\$ -	\$ 7,100.00
ACC	ACCIDENT FEE	\$ 25.00	\$ 250.00	\$ 200.00	\$ 75.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 316.00	\$ 359.00	\$ 125.00	\$ 375.00	\$ -	\$ 2,250.00
CS2	CHILD SAFETY FEE	\$ 25.00	\$ 1,214.40	\$ 1,116.23	\$ 622.66	\$ 472.01	\$ 483.53	\$ 336.52	\$ 817.78	\$ 788.37	\$ 253.63	\$ 149.87	\$ -	\$ 6,255.00
CSS	CHILD SAFETY SEAT	\$ 0.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL COLLECTED</b>			\$ 22,106.64	\$ 28,359.41	\$ 17,642.79	\$ 19,900.23	\$ 29,818.81	\$ 39,868.94	\$ 44,342.74	\$ 34,689.77	\$ 35,968.05	\$ 36,872.79	\$ -	\$ 309,570.17

<b>GRAND TOTAL</b>		\$ 40,097.90	\$ 49,768.90	\$ 30,634.60	\$ 34,469.50	\$ 49,258.20	\$ 65,178.76	\$ 72,329.06	\$ 61,677.55	\$ 62,405.70	\$ 60,515.30	\$ -	\$ -	\$ 526,335.47
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STEVEN J. GILBERT ATTORNEY AT LAW  
PC.  
P.O. BOX 366  
403 SOUTH 5TH STREET  
Richmond, TX 77406  
Phone: 281-342-4116,

JULY 2024 CITY OF RICHMOND



**Contact Not Assigned To Staff**

<b><u>SUMMARY</u></b>	Previous balance:	\$0.00
	New charges:	400.00
	Payments applied to cases:	0.00
<b>TOTAL DUE FOR ALL CASES:</b>		<b>\$400.00</b>

**CASE SUMMARY FOR ASSOCIATE JUDGE****Previous balance: \$0.00**

Date	Description	Payments	Amount
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No new payments received for this case

**Total payments: \$0.00**

Date	Description	Charges	Amount
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7/12/24 BALTRAIN HERNANDEZ 6/12/17 P I \$100.00

7/16/24 JONATHAN NORRIS 10/23/2006 JALAN COLMAN 100.00  
9/27/2006

7/20/24 RAFAEL BARRERA 10/4/89 100.00

7/21/24 LIDDELL DAVIS 10/5/1997 100.00

**Total charges: \$400.00**

# Lora Jean D. Lenzsch

Attorney at Law  
 19714 Cardiff Park Ln.  
 Houston, TX 77094  
 (281) 782-3441

# Invoice

Invoice Number July 2024  
 Invoice Date 7/31/2024  
 Service Period 7/1/2024 -7/31/2024

Bill to: City of Richmond  
 Attn: Accounts Payable  
 accountspayable@richmondtx.gov  
 402 Morton St  
 Richmond, TX 77469

Date	Description	Judge Hours*	Judge @ \$175/Hr	Magistrate Daily Duties	Magistrate Rate @ \$175/Day	Travel to Richmond? Yes or No	Travel Reimbursement
7/11/2024	Pretrial docket and show cause docket. Reviewed and grant or deny motions for continuances, dismissals, pleas, summons and warrants.	5.00	\$875.00		\$0.00	Yes	\$50.00
7/25/2024	Pretrial docket and show cause docket. Reviewed and grant or deny motions for continuances, dismissals, pleas, summons and warrants. Failure to Appear Docket. Code Enforcement docket	7.00	\$1,225.00		\$0.00	Yes	\$50.00
7/1/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/2/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/3/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/8/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/9/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/10/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/11/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/12/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/22/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/23/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/24/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/25/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/26/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/29/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/30/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
7/31/2024	Daily magistrate duties		\$0.00	1.00	\$175.00	No	\$0.00
<b>Total</b>		<b>12.00</b>	<b>\$2,100.00</b>	<b>16.00</b>	<b>\$2,800.00</b>		<b>\$100.00</b>

\*Shall be limited to 40 hours per month unless permission is granted by the City Manager for additional hours, in advance.

<b>Invoice Total</b>	<b>\$5,000.00</b>
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**Invoice**  
**RICH-08012024**

**Steven D. Monk**  
Attorney At Law  
201 South Eleventh St.  
Richmond, Texas 77469-3003  
281-342-4040 PHONE 281-341-8458 FAX

Date  
8/1/2024

**Bill To:**  
**Accounts Payable City of Richmond**  
402 Morton  
Richmond, Texas 77469

**Magistrate Duty for Richmond; 0-01; [accountspayable@richmondtx.gov](mailto:accountspayable@richmondtx.gov);  
[ctrujillo@richmondtx.gov](mailto:ctrujillo@richmondtx.gov)**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
7/18/2024	Filling in for Judge Lynch in Richmond for docket (6 hours @ \$100.00/hour)	\$ 600.00
<b>Total</b>		<b>\$ 600.00</b>

Due on Receipt



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

## **Monthly Financial Report**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



**FY2024**



**CITY OF RICHMOND, TEXAS**  
**Monthly Financial Report**  
**For the period ending**  
**July 31, 2024**

**A CHARMING PAST**  
**A SOARING FUTURE**



# Monthly Financial Report

	FY2023 Full Year Activity	FY2023 YTD Activity	FY2024 YTD Activity	FY2024 YTD Budget	FY2024 Total Budget	% of Total Budget	Comments
<b>100 - GENERAL FUND</b>							
<b>4 - Revenue</b>							
400 - Property Tax	3,360,553.94	3,326,001.53	4,097,626.35	4,145,708.90	4,205,180.00	97%	Timing
401 - Sales Tax	7,194,943.02	5,834,197.29	6,835,446.30	5,091,587.00	6,161,000.00	111%	Trending Higher
402 - Other Taxes	778,354.72	629,358.29	622,106.11	659,797.70	792,074.08	79%	In line
420 - Fines & Forfeitures	202,889.95	156,589.81	326,023.28	155,979.20	187,250.00	174%	Increased Activity
430 - License\Permits\Fees	965,697.75	835,603.28	852,916.36	621,849.60	746,518.25	114%	Increased Activity
440 - Charges for Service	4,123,189.73	3,423,494.45	3,691,441.30	3,698,191.70	4,439,606.00	83%	In Line
450 - Miscellaneous	60,830.03	63,193.18	270,164.85	125,783.00	151,000.00	179%	Timing
460 - Interest Income	445,678.49	357,046.02	475,914.42	216,580.00	260,000.00	183%	Rising rates
470 - Intergovernmental	88,967.23	71,175.66	137,763.87	2,499.00	3,000.00	4592%	Timing
490 - Transfer From Other Funds	3,239,584.00	2,699,653.30	2,699,653.30	2,715,560.10	3,259,976.23	83%	In Line
	<b>20,460,688.86</b>	<b>17,396,312.81</b>	<b>20,009,056.14</b>	<b>17,433,536.20</b>	<b>20,205,604.56</b>	<b>99%</b>	
<b>5 - Expense</b>							
50 - Salaries & Benefits	12,891,194.74	10,360,950.23	11,289,412.29	11,932,927.40	14,325,450.13	79%	In Line
53 - Supplies	889,437.37	671,642.55	740,830.73	1,016,077.40	1,219,787.64	61%	Timing
54 - Professional Services	195,361.52	145,702.30	148,418.62	165,361.60	198,524.00	75%	Timing
55 - Repairs & Maintenance	870,621.09	555,076.73	769,510.22	631,501.20	749,760.17	102%	Timing
56 - Purchased Services	1,095,204.04	898,028.25	1,167,526.29	1,409,949.30	1,700,950.47	69%	Timing
57 - Capital Purchases	226,536.60	151,910.49	253,663.42	175,303.50	210,424.75	121%	Timing
58 - Non-Departmental	-	-	-	344,609.30	414,136.00	0%	Timing
59 - Intergovernmental	845,662.10	710,390.80	772,625.44	720,545.00	865,000.00	89%	Timing
60 - Transfers Out	1,859,331.00	1,410,706.00	3,099,272.02	2,899,412.40	3,479,503.35	89%	Timing
	<b>18,873,348.46</b>	<b>14,904,407.35</b>	<b>18,241,259.03</b>	<b>19,295,687.10</b>	<b>23,163,536.51</b>	<b>79%</b>	
<b>100 - GENERAL FUND Totals:</b>	<b>1,587,340.40</b>	<b>2,491,905.46</b>	<b>1,767,797.11</b>	<b>(1,862,150.90)</b>	<b>(2,957,931.95)</b>		

	FY2024 YTD Activity	FY2024 Total Budget
<b>Beginning Fund Balance</b>	<b>10,494,290.00</b>	<b>10,494,290.00</b>
<i>Less Accrued Taxes</i>	1,450,386.00	1,450,386.00
<b>Ending Fund Balance</b>	<b>10,811,701.11</b>	<b>6,085,972.05</b>
<i>Fund Balance in Days</i>	<b>Year to Date</b> 170	<b>Budget</b> 96
<i>Over/(Under) Policy (90 Days)</i>	80	6

**Footnotes:**

- 1) The Policy Requirement under Actuals is calculated using the fund balance, YTD Revenue Over/(Under) Expenditures and full Budgeted Expenditures.
- 2) Percentage of Budget is rounded to the nearest whole number.
- 3) Financial Statements at year-end are as of a point in time. Final accruals on revenues and expenditures will continue to take place to prepare the statements for the annual audit.
- 4) Accrued sales tax will be updated when available



# Monthly Financial Report

	FY2023 Full Year Activity	FY2023 YTD Activity	FY2024 YTD Activity	FY2024 YTD Budget	FY2024 Total Budget	% of Total Budget	Comments
<b>300 - UTILITIES FUND</b>							
<b>4 - Revenue</b>							
440 - Charges for Service	9,795,402.66	8,267,377.20	8,486,520.14	8,031,699.82	10,059,205.00	84%	In Line
450 - Miscellaneous	127,449.65	119,918.95	238,116.31	251,982.50	302,500.00	79%	In Line
460 - Interest Income	192,660.76	150,929.86	202,441.18	95,795.00	115,000.00	176%	Rising rates
490 - Transfer From Other Funds	81,754.32	61,315.74	310,794.66	324,724.20	389,825.00	80%	In Line
	<u>10,197,267.39</u>	<u>8,599,541.75</u>	<u>9,237,872.29</u>	<u>8,704,201.52</u>	<u>10,866,530.00</u>	<u>85%</u>	
<b>5 - Expense</b>							
50 - Salaries & Benefits	2,490,669.93	2,028,511.72	2,097,720.69	2,347,796.20	2,818,645.74	74%	Timing
53 - Supplies	1,063,658.51	789,168.89	919,611.87	1,203,285.30	1,444,500.27	64%	Timing
54 - Professional Services	24,590.00	24,590.00	60,200.00	50,809.60	60,980.00	99%	Timing
55 - Repairs & Maintenance	417,007.01	328,913.84	426,760.53	416,610.50	500,133.96	85%	In Line
56 - Purchased Services	862,352.56	689,049.17	846,401.03	955,010.90	1,146,473.50	74%	Timing
57 - Capital Purchases	2,628.67	1,908.67	2,358.22	40,973.50	49,187.99	5%	Timing
58 - Non-Departmental	36,000.00	36,000.00	-	383,166.70	460,000.00	0%	Timing
60 - Transfers Out	4,467,474.63	3,568,628.73	4,799,545.64	4,486,988.70	5,385,981.00	89%	Timing
	<u>9,364,381.31</u>	<u>7,466,771.02</u>	<u>9,152,597.98</u>	<u>9,884,641.40</u>	<u>11,865,902.46</u>	<u>77%</u>	
<b>300 - UTILITIES FUND Totals:</b>	<b>832,886.08</b>	<b>1,132,770.73</b>	<b>85,274.31</b>	<b>(1,180,439.88)</b>	<b>(999,372.46)</b>		

	FY2024 YTD Activity	FY2024 Total Budget
Beginning Fund Balance (Cash Equivalent)	4,335,218.00	4,335,218.00
Ending Fund Balance	4,420,492.31	3,335,845.54
Fund Balance in Days	Year to Date 136	Budget 103
Over/(Under) Policy (90 Days)	46	13

**Footnotes:**

- 1) The Policy Requirement under Actuals is calculated using the cash equivalents for the Utility Fund, YTD Revenue Over/(Under) Expenditures and full Budgeted Expenditures.
- 2) Percentage of Budget is rounded to the nearest whole number.
- 3) Financial Statements at year-end are as of a point in time. Final accruals on revenues and expenditures will continue to take place to prepare the statements for the annual audit.



# My Pooled Cash Report

City of Richmond, TX  
For the Period Ending 7/31/2024

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<b>CASH IN BANK</b>				
<b>Cash in Bank</b>				
<a href="#">990-1101</a>	POOLED CASH	4,023,440.09	(377,650.57)	3,645,789.52
<a href="#">990-1302</a>	BROKERED AGENCIES	5,921,909.94	250,861.26	6,172,771.20
<a href="#">990-1303</a>	BROKERED CD'S	2,450,000.00	0.00	2,450,000.00
<a href="#">990-1320</a>	PC - TEXPOOL PRIME	23,361,614.68	108,322.48	23,469,937.16
<a href="#">990-1321</a>	CC - CLASS PRIME	28,340,035.74	135,674.36	28,475,710.10
<a href="#">990-1323</a>	CC - TEXPOOL PRIME	4,702,804.86	21,805.85	4,724,610.71
<a href="#">990-1342</a>	BROKERED INVEST ACCRUED INT	31,019.95	0.00	31,019.95
<a href="#">990-1399</a>	Mark to Market Adjustment	21,384.73	0.00	21,384.73
<a href="#">990-1470</a>	PREPAID INTEREST	50,611.12	0.00	50,611.12
<b>TOTAL: Cash in Bank</b>		<u>68,902,821.11</u>	<u>139,013.38</u>	<u>69,041,834.49</u>
<b>TOTAL CASH IN BANK</b>		<u>68,902,821.11</u>	<u>139,013.38</u>	<u>69,041,834.49</u>



**FY2024**



**CITY OF RICHMOND, TEXAS**  
**Monthly Sales Tax Analysis**  
**For the period ending**  
**July 31, 2024**

**A CHARMING PAST**  
**A SOARING FUTURE**



# Sales Tax Analysis

DateKey

10/1/2023

7/1/2024

## Summary of Performance

Quarter Label	Net Payment	SPA Collections	City Retained SPA	Gross City Collections	MUD Expense SPA	City Retained	Budget Amount	DCR Retained
<b>Q1</b>								
1 - October	891,902	146,577	73,289	687,249	-73,289	613,960	473,706	204,653
2 - November	866,044	110,527	55,264	663,349	-55,264	608,085	540,950	202,695
3 - December	905,351	132,718	66,359	695,603	-66,359	629,244	494,036	209,748
<b>Total</b>	<b>2,663,297</b>	<b>389,823</b>	<b>194,911</b>	<b>2,046,200</b>	<b>-194,911</b>	<b>1,851,289</b>	<b>1,508,692</b>	<b>617,096</b>
<b>Q2</b>								
4 - January	892,126	130,634	65,317	685,424	-65,317	620,107	472,957	206,702
5 - February	1,007,800	154,485	77,243	775,161	-77,243	697,918	595,931	232,639
6 - March	757,523	132,258	66,129	584,675	-66,129	518,546	460,628	172,849
<b>Total</b>	<b>2,657,449</b>	<b>417,377</b>	<b>208,689</b>	<b>2,045,259</b>	<b>-208,689</b>	<b>1,836,570</b>	<b>1,529,516</b>	<b>612,190</b>
<b>Q3</b>								
7 - April	807,956	162,055	81,028	626,224	-81,028	545,196	482,028	181,732
8 - May	926,744	150,908	75,454	713,921	-75,454	638,467	556,796	212,822
9 - June	914,169	176,979	88,489	707,749	-88,489	619,260	512,043	206,420
<b>Total</b>	<b>2,648,870</b>	<b>489,943</b>	<b>244,971</b>	<b>2,047,895</b>	<b>-244,971</b>	<b>1,802,924</b>	<b>1,550,867</b>	<b>600,975</b>
<b>Q4</b>								
10 - July	901,707	158,494	79,247	696,092	-79,247	616,845	502,512	205,615
<b>Total</b>	<b>901,707</b>	<b>158,494</b>	<b>79,247</b>	<b>696,092</b>	<b>-79,247</b>	<b>616,845</b>	<b>502,512</b>	<b>205,615</b>
<b>Total</b>	<b>8,871,323</b>	<b>1,455,636</b>	<b>727,818</b>	<b>6,835,446</b>	<b>-727,818</b>	<b>6,107,628</b>	<b>5,091,587</b>	<b>2,035,876</b>

**DEVELOPMENT CORPORATION OF RICHMOND**

**SALES TAX REVENUE**

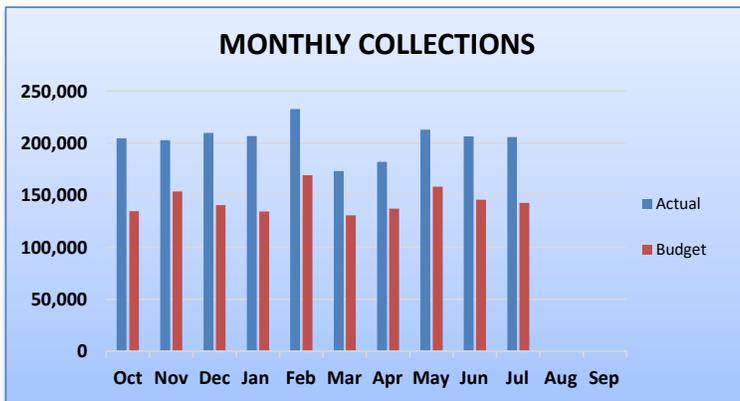
<b>GROSS</b> (Includes City & SPAs)		<b>DCR ALLOCATION</b> <i>Actual Income</i>		<b>DCR BUDGET</b> <i>Budgeted Income</i>		<b>Year-to-Date</b> <b>Target</b> <b>to Budget</b>  <b>100% = Budget</b>
<b>Prior Year %</b>		<b>Monthly</b>	<b>Total Received</b> <b>Year-to-Date</b>	<b>Monthly</b>	<b>Total Budget</b> <b>Year-to-Date</b>	
<b>Total Received</b>	<b>Increase (Decrease) Month to Month</b>					

**Fiscal Year 2023**

Oct	763,044	5%	175,523	175,523	125,450	125,450	139.91%
Nov	738,217	-18%	167,636	343,159	142,481	267,931	128.08%
Dec	713,376	-8%	161,580	504,739	131,051	398,982	126.51%
Jan	779,887	-11%	179,502	684,241	136,724	535,705	127.73%
Feb	956,893	11%	222,541	906,782	87,977	623,682	145.39%
Mar	638,047	-2%	144,743	1,051,525	115,942	739,625	142.17%
Apr	678,144	30%	152,169	1,203,694	119,342	858,966	140.13%
May	782,674	7%	177,308	1,381,002	148,945	1,007,911	137.02%
Jun	716,487	11%	163,304	1,544,306	134,832	1,142,743	135.14%
Jul	790,298	15%	178,565	1,722,871	135,785	1,278,528	134.75%
Aug	917,383	22%	210,274	1,933,145	152,327	1,430,855	135.10%
Sep	851,854	28%	198,218	2,131,363	136,812	1,567,667	135.96%

**Fiscal Year 2024**

Oct	891,902	17%	204,653	204,653	134,477	134,477	152.18%
Nov	866,044	17%	202,695	407,348	153,566	288,043	141.42%
Dec	905,351	27%	209,748	617,096	140,248	428,291	144.08%
Jan	892,126	14%	206,702	823,798	134,264	562,555	146.44%
Feb	1,007,800	5%	232,639	1,056,438	169,174	731,730	144.38%
Mar	757,523	19%	172,849	1,229,286	130,764	862,494	142.53%
Apr	807,956	19%	181,732	1,411,019	136,839	999,334	141.20%
May	926,744	18%	212,822	1,623,841	158,065	1,157,398	140.30%
Jun	914,169	28%	206,420	1,830,261	145,360	1,302,758	140.49%
Jul	901,707	14%	205,615	2,035,876	142,654	1,445,413	140.85%
Aug	0		0		156,963	1,602,376	
Sep	0		0		146,624	1,749,000	





# City of Richmond

*Where History Meets Opportunity*

**Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

## **Tax Assessor/Collector Report**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



**PROPERTY TAX COLLECTION REPORT**  
**July 31, 2024**

<b>TAXES DUE AT CERTIFICATION</b>	6,190,015.50
Adjustments to Date	128,379.34
<b>TOTAL TAX LEVY</b>	<b>6,318,394.84</b>

**2023 Tax Collections**

	<b>Base</b>	<b>Penalties &amp; Interest</b>	<b>Total</b>
October	-	-	-
November	-	-	-
December	712,072.85	-	712,072.85
January	4,320,498.33	-	4,320,498.33
February	838,021.03	7,034.73	845,055.76
March	72,828.25	5,373.59	78,201.84
April	45,371.08	5,246.57	50,617.65
May	68,505.14	4,860.87	73,366.01
June	15,856.13	2,902.64	18,758.77
July (Delinquent as of July 1, 2024)	0.00	0.00	-
August			-
September			-
<b>TOTAL</b>	<b>6,073,152.81</b>	<b>25,418.40</b>	<b>6,098,571.21</b>

**Last Year %  
Collected**  
97.23%

**% Collected** 96.12%

**TRANSFERRED TO DELINQUENT ROLL**

**July, Aug, and Sept Payments** -

**2023 TAXES OUTSTANDING** 245,242.03

**% Current Outstanding** 3.88%

**DELINQUENT COLLECTIONS**

	<b>Base</b>	<b>Penalties &amp; Interest</b>	<b>Total</b>
October	4,550.62	1,821.44	6,372.06
November	2,644.31	3,203.89	5,848.20
December	5,675.25	1,752.19	7,427.44
January	6,103.39	1,934.49	8,037.88
February	925.26	1,294.93	2,220.19
March	2,663.63	2,299.83	4,963.46
April	26,211.59	1,555.20	27,766.79
May	3,260.56	2,554.05	5,814.61
June	667.09	490.10	1,157.19
July	34,430.85	5,043.22	39,474.07
August			-
September			-
<b>TOTAL</b>	<b>87,132.55</b>	<b>21,949.34</b>	<b>109,081.89</b>

**DELINQUENT TAXES OUTSTANDING** 235,057.78

**TOTAL TAXES OUTSTANDING** 480,299.81



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

## **Public Works Report**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



**RICHMOND**

EST. **TEXAS** 1837

# Public Works Report July 2024





**WATER UTILITIES DIVISION  
WATER DISTRIBUTION AND WASTEWATER COLLECTION  
JULY REPORT**

Richmond Regional WWTF	Jan	Feb	Mar	Apr	May	Jun	Jul	Calendar YTD	Measurement
Wastewater Treated	72,255,000	67,916,000	57,318,000	56,687,000	62,885,000	58,979,000	68,910,000	444,950,000	Gallons
Average Daily	2,330,806	2,341,931	1,848,968	1,828,613	2,024,548	1,902,548	2,222,903	2,088,967	Gallons
Percent Capacity	77.69%	78.06%	61.63%	60.95%	67.62%	63.42%	74.10%	69.63%	Percent
Sludge Disposal	420	330	240	390	120	0	0	1,500	Cubic Yards
Reclaimed water usage (In plant usage)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Gallons
Reclaimed water production (For distribution outside of plant)	-	-	-	-	-	-	-	-	Gallons
Wet Haul	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Gallons

Richmond South WWTP	Jan	Feb	Mar	Apr	May	Jun	Jul	Calendar YTD	Measurement
Wastewater Treated	12,052,000	9,937,000	11,895,000	10,711,000	11,915,000	10,866,000	13,716,000	81,092,000	Gallons
Average Daily	388,774	342,655	383,710	345,516	384,355	362,200	442,452	380,714	Gallons
Percent Capacity	40.92%	36.07%	40.39%	36.37%	40.46%	38.13%	46.57%	40.08	Percent
Sludge Disposal	54,000	54,000	-	108,000	-	97,500	195,000	454,500	Gallons
Reclaimed Water Usage (In plant Usage)	100	-	500	300	1,000	1,000	9,900	12,800	Gallons

**WATER UTILITIES DIVISION  
WATER PRODUCTION AND WASTEWATER TREATMENT  
JULY REPORT**

**City of Richmond - Ground Water Production (Includes Updated Permit Amount)**

Permit Amt - Oct. 2023 - Sept. 2024 675,000,000 Gallons	October	November	December	January	February	March	April	May	June	July
Monthly Production	67,327,000	58,736,000	43,264,000	37,137,000	27,650,000	40,664,000	49,792,000	38,710,000	49,415,000	47,198,000
Permit to Date	67,327,000	126,063,000	169,327,000	206,464,000	234,114,000	274,778,000	324,570,000	363,280,000	412,695,000	459,893,000
Percent to Date	9.97%	18.68%	25.09%	30.59%	34.68%	40.71%	48.08%	53.82%	61.14%	68.13%

**GRP (Non-City) - Ground Water Production**

Permit Amt - Oct. 2023 - Sept. 2024 457,000,000 Gallons	October	November	December	January	February	March	April	May	June	July
Monthly Production	48,222,500	38,916,800	33,902,710	27,711,910	27,253,300	34,265,100	38,806,900	34,557,400	36,171,000	36,955,500
Permit to Date	48,222,500	87,139,300	121,042,010	148,753,920	176,007,220	210,272,320	249,079,220	283,636,620	319,807,620	356,763,120
Percent to Date	10.55%	19.07%	26.49%	32.55%	38.51%	46.01%	54.50%	62.06%	69.98%	78.07%

**Total GRP - City of Richmond Plus GRP**

Total Permit Amt - Oct. 2023 - Sept. 2024 1,132,000,000	October	November	December	January	February	March	April	May	June	July
Monthly Production	115,549,500	97,652,800	77,166,710	64,848,910	54,903,300	74,929,100	88,598,900	73,267,400	85,586,000	84,153,500
Permit to Date	115,549,500	213,202,300	290,369,010	355,217,920	410,121,220	485,050,320	573,649,220	646,916,620	732,502,620	816,656,120
Permit / Percent to Date	11.59%	18.83%	25.65%	31.38%	36.23%	42.85%	50.68%	57.15%	64.71%	72.14%

**Alternative Water - Reclaimed Wastewater**

Permit to Date (Gallons)	October	November	December	January	February	March	April	May	June	July
Monthly Total Re-Claimed	6,136,113	0	0	0	0	0	0	0	0	0
Monthly Surface Water	52,137,000	46,953,000	47,945,000	45,545,000	48,352,000	61,715,000	62,915,000	68,042,000	65,434,000	61,153,000
Monthly Total NPW (washdown at plant)	900	15,000	8,400	100	0	0	0	0	0	0
Total Alternative Water (Surface plus reclaim)	58,274,013	46,968,000	47,953,400	45,545,100	48,352,000	61,715,000	62,915,000	68,042,000	65,434,000	61,153,000
Total Demand (Total Ground + Total Alternative)	173,823,513	144,620,800	125,120,110	110,394,010	103,255,300	136,644,100	151,513,900	141,309,400	151,020,000	145,306,500
Monthly Conversion Percentage	33.52%	32.48%	38.33%	41.26%	46.83%	45.16%	41.52%	48.15%	43.33%	42.09%
Monthly Conversion Credits	9,195,466	3,589,260	10,421,567	12,426,947	17,375,410	20,721,770	17,460,830	25,649,180	20,128,000	17,561,050
Total Cumulative Credits on Oct 1, 2022	2,068,686,000	2,068,686,000	2,068,686,000	2,068,686,000	2,068,686,000	2,068,686,000	2,068,686,000	2,068,686,000	2,068,686,000	2,068,686,000
30% of Total GRP Permit Amount	375,900,000	375,900,000	375,900,000	375,900,000	375,900,000	375,900,000	375,900,000	375,900,000	375,900,000	375,900,000
60% of Total GRP Permit Amount	751,800,000	751,800,000	751,800,000	751,800,000	751,800,000	751,800,000	751,800,000	751,800,000	751,800,000	751,800,000
Years Worth of Credits @ 30%	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50
Years Worth of Credits @ 60%	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75

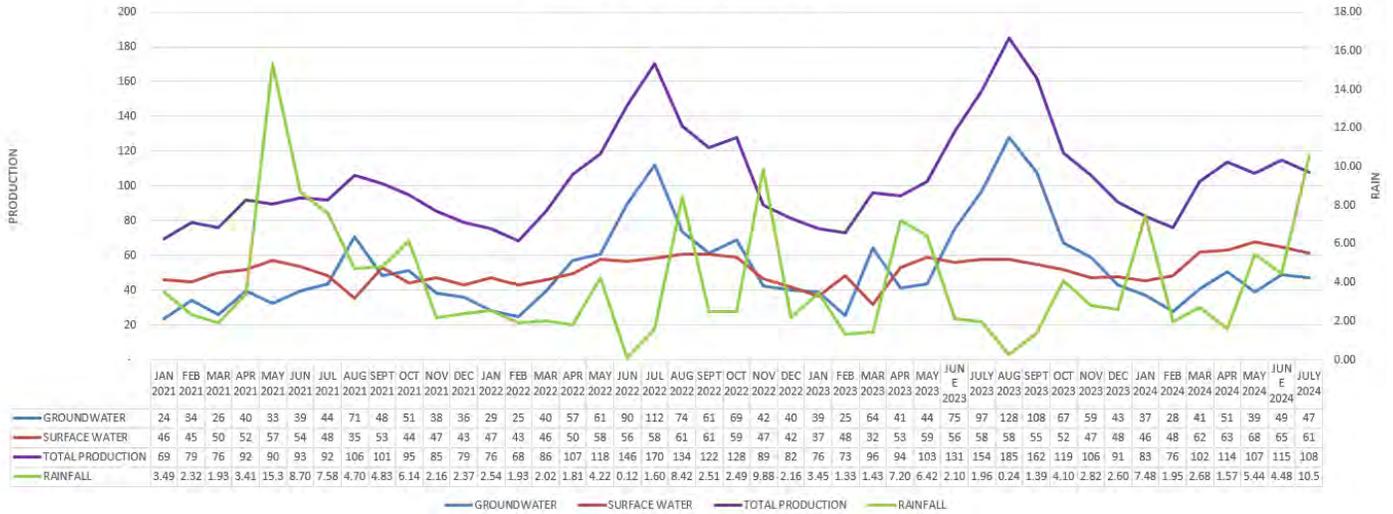
Percent Reduction required by FBSD - 30% of Total GRP in Gallons	
30% of Total GRP Permit Amount in Gallons	375,900,000
60% of Total GRP Permit Amount in Gallons	751,800,000

**Groundwater and Surface Water Production**

Average Daily (MGD)	3.444
Minimum	2.634
Maximum	4.521

# WATER UTILITIES DIVISION WATER PRODUCTION AND WASTEWATER TREATMENT JULY REPORT

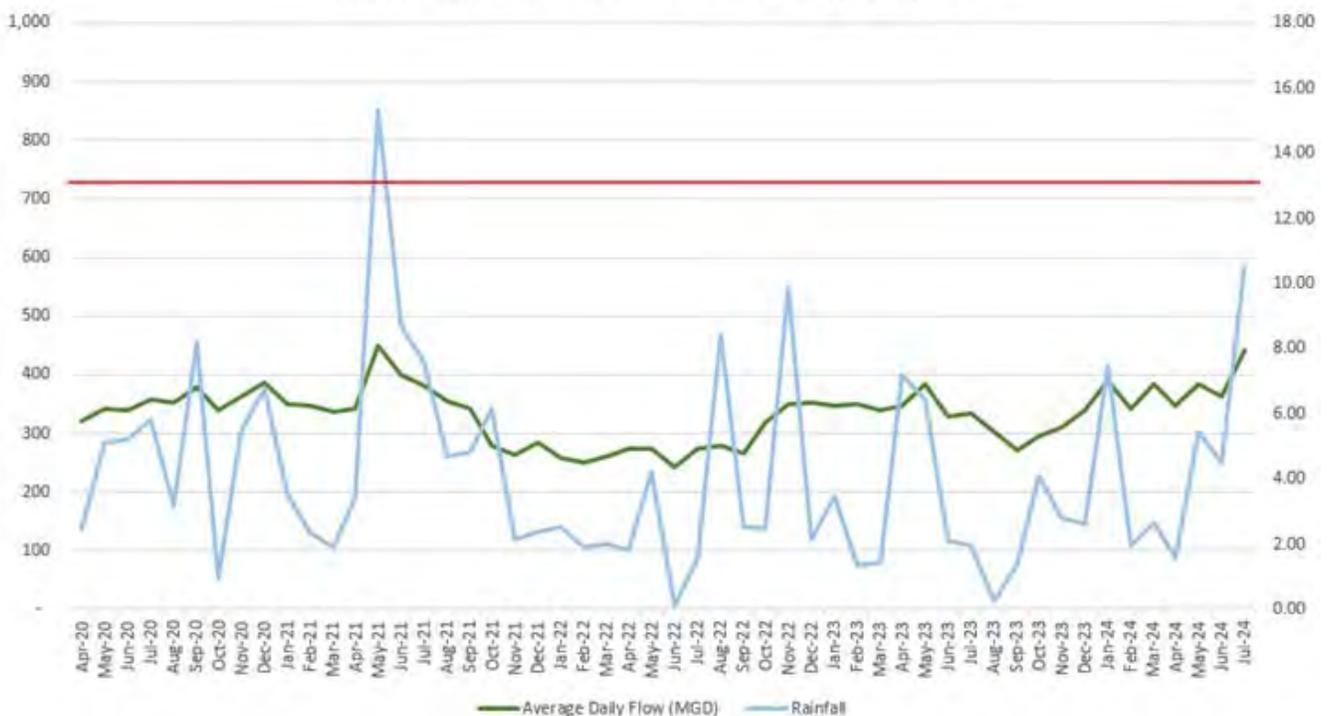
### 2021 - 2024 WATER PRODUCTION



### 2021 - 2024 WASTEWATER TREATED



### South Wastewater Treatment Plant - Average Daily Flow



**PUBLIC WORKS  
TRAFFIC/STREET DEPARTMENT  
JULY REPORT**

<b>Streets - 2024</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Yr/Date</b>
Workorders	94	89	88	91	117	91	169						739
Regulatory Signs - Maintenance and Repair	92	130	139	145	152	164	92						914
Ditch Cutting	25	30	30	0	0	0	0						85
Potholes Patched	32	23	21	69	73	68	47						333
Striping (Feet)	0	0	0	0	215	40	0						255
Sidewalk Repair	0	0	0	0	0	0	0						0
Sidewalk Repair - Concrete (Yards)	0	0	0	0	0	0	0						0
Curb and Gutter Repair (Feet)	12	0	0	0	3	0	0						15
Curb and Gutter Repair - Concrete (Feet)	0	0	0	8	0	0	0						8
Street Asphalt Overlay (Miles)	0	0	0	0	0	0	0						0
Street Asphalt Overlay (Tons of Asphalt)	0	0	0	0	0	0	0						0

**Tree Trimming**

1302 Oak Creek  
Long Drive  
Long Drive Court

**Trees/Down from Storm**

1917 Fiesta  
Lamar @ Railroad  
Hawthorn  
Shady Lane  
1620 George  
115 Douglas  
1311 Austin  
1909 W Laurel Oaks  
City Wide

**Special Projects**

Safety Meeting – Shop Safety  
Set up and take down 30 canopies for Farmers Market  
Movie Night  
Hurricane Beryl Event

**Utility Patches**

Elm @ Winston  
South 4th @ Fannin  
Foster Drive

**New Driveway Installation**

1326 Edgewood - Added one joint to existing driveway

**PUBLIC WORKS  
PARKS DEPARTMENT  
JULY REPORT**

<b>Parks Manhours - 2024</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Yr/Date</b>
George Park	444.0	425.0	454.0	430.0	476.0	487.0	325.0						3041.0
Wessendorff Park	50.0	128.0	111.0	121.0	105.0	120.0	105.0						740.0
Shooting Range	0.0	0.0	14.0	14.0	0.0	0.0	3.0						31.0
Crawford Park	0.0	6.0	5.0	2.0	10.0	8.0	10.0						41.0
Clay Park	0.0	8.0	13.0	3.0	19.0	21.0	10.0						74.0
Freeman Town Park	0.0	14.0	13.0	11.0	14.0	13.0	12.0						77.0
City Hall Park	51.0	46.0	34.0	17.0	0.0	0.0	0.0						148.0
Special Projects	270.0	202.0	167.0	17.0	243.0	250.0	425.0						1574.0
<b>Grand Total</b>	<b>815.0</b>	<b>829.0</b>	<b>811.0</b>	<b>615.0</b>	<b>867.0</b>	<b>899.0</b>	<b>890.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>5726.0</b>

<b>Parks Trash Collection</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Yr/Date</b>
George Park	29.3	13.0	74.1	84.2	84.2	92.2	29.3						406.3
Wessendorff Park	0.0	0.0	0.0	0.0	0.0	0.0	0.0						0.0
Shooting Range	0.0	0.0	0.0	0.0	0.0	0.0	0.0						0.0
Crawford Park	0.0	0.0	0.0	0.0	0.0	0.0	0.0						0.0
Clay Park	0.0	0.0	0.0	0.0	0.0	0.0	0.0						0.0
Freeman Town Park	0.0	0.0	0.0	0.0	0.0	0.0	0.0						0.0
City Hall Park	0.0	0.0	0.0	0.0	0.0	0.0	0.0						0.0
Special Projects	0.0	0.0	0.0	0.0	0.0	0.0	0.0						0.0
<b>Grand Total</b>	<b>29.3</b>	<b>13.0</b>	<b>74.1</b>	<b>84.2</b>	<b>84.2</b>	<b>92.2</b>	<b>29.3</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>406.3</b>

**Special Projects**

- |                              |   |
|------------------------------|---|
| Cleaned streets              | Mowed Water Barn  |
| Cleaned up storm debris      | Picked up limbs from City Hall                                  |
| Cleaned vehicles             | Restake trees at 1116 Myrtle Street                             |
| Fuled Generators             | Serviced equipment  |
| Landscaping at new City Hall | Set up tents for Farmer's Market at City Hall                   |
| Mowed at 1116 Myrtle Street  | Sprayed parking lots with weed killer                           |
| Mowed Hillcrest              | Trimmed trees at Wessendorff Park                               |
| Mowed Old Fire Station #1    | Worked in shop due to rain                                      |
| Mowed PD Inpound             | Added top soil to landscaped areas at the Morton Street Project |
| Mowed Street Barn            |   |

**PUBLIC WORKS  
ONGOING PROJECT UPDATES  
JULY REPORT**

**STREET PROJECT UPDATES**

ST001 – 10th Street Extension

- Two Properties are in eminent domain proceedings. Demolition permits have been submitted to Code Enforcement and are proceeding.

**FRONT STREET PROJECT UPDATES**

Front Street

- Contractor has begun laying new storm sewer. No update on completion.

**PARK PROJECT UPDATES**

PK007 – Clay Street/Second street Drainage and Sidewalk Project

- Contractor on site and cleared trees in the ROW. Work has begun laying storm sewer down 2<sup>nd</sup> Street and at the outfall. Still waiting for the amendment for the roundabout from the County.

**OTHER PROJECT UPDATES**

WW2102 - East Wastewater Plant

- Consultant working through permit process with TCEQ and design for expansion and property owner for easement acquisition. Consultant has submitted the environmental submittal to the Texas Historical Commission for approval. Once received, the easement acquisition process will begin.

ST2201 – Street Rehabilitation

- 100% design has been submitted for review. City has an interlocal agreement with the County for mobility funds. Project is budgeted for bid next fiscal year.

SW2201 – New SWTP Generator

- Submitting design proposal to Commission for approval for new generator at the SWTPs

WW2302 South WWTP

- TCEQ approved re-rating the facility to 1.22 MGD. Design for the full expansion 2.2 MGD is 100% complete. Construction is approximately 50% complete.

Utility Expansion for Development on Williams Way

- Water line is complete, lift station is approximately 95% complete. Waiting on Centerpoint.

WW2201 – Wastewater Reuse Expansion

- Construction is approximately 75% complete

**PUBLIC WORKS  
ONGOING PROJECT UPDATES  
JULY REPORT**

MU2305 - City Hall Generator

- Construction Contract approved in October, generator slab and underground have been installed. Generator due in November 24, switchover to new service planned in June.

WW2205 Winston Water Well Rehabilitation

- Work is complete well back in service

**OTHER PROJECT UPDATES**

MU2036 – Morton Street Parking

- Construction contract approved in October; project is complete with only landscaping to finish by City staff. Irrigation installed, landscape and light poles by mid-August.

**PROJECTS PENDING FOR FY23**

WA2202 – Water Well Rehabilitation

- Approximate start date November 2024.

**Monthly Safety Meeting** – Shop safety

**TxDOT Updates**

**90 Overpass Project**

Project to be re-bid third quarter of 2024

**City Projects Other**

Myrtle Street Renovation

- Waiting on a cabinet panel front and TDLR inspection.

**Grant Projects**

**ARPA projects:**

Downtown Water line – Project complete.

Winston Water Well – Construction project awarded in November. Project completion late May.

Wastewater Plant Rehab – Contract awarded in July, notice to proceed in August.

**GLO projects:**

Second Street Raising – Design is 60% complete.

Rabbs Bayou Improvements – Design is 60% complete.

Newton Dip Improvements – Design is 30% complete.

Greenwood Lift Station Improvements – Design is 90% complete.

Second Street Lift Station Improvements - Design is 90% complete.

North Seventh Street Lift Station improvements - Design is 90% complete.





**PUBLIC WORKS  
AFTER HOURS ONCALL SERVICE  
JULY REPORT**

Date	Address	In City / Subdivision - MUD	Problem	Department
8-Jul	806 Riveredge	In City	Wants to change payment date - Hurricane Event	Customer Service
4-Jul	2407 Cohorn Trl	Veranda - MUD 215	New service	Customer Service
12-Jul	18107 Beltress	Ailana	Wellness check	Outside City Limits
27-Jul	10206 Gallowgate	Aliana	No trash service for 2 weeks	Outside City Limits
1-Jul	26214 Christen Canyon	Canyon Gate	Needs water turned back on	Outside City Limits
9-Jul	20020 FM 1093	Cinco MUD 8	Fire alarm going off	Outside City Limits
27-Jul	18830 Wedgewood Meadow	Lakeview	Has a honeycomb in front of his house	Outside City Limits
3-Jul	2906 Fox Vale	McCrary Meadows	Standing water	Outside City Limits
7-Jul	4219 Grantlake	Richmond VA	Water leak	Outside City Limits
14-Jul	3021 Berwin	Richmond VA	Meter leaking	Outside City Limits
20-Jul	4804 Pocahontas	Richmond VA	Water leak	Outside City Limits
8-Jul	21927 Rustic Canyon	RPW - MUD 121	Fence that faces street has fallen - Hurricane Event	Outside City Limits
20-Jul	4219 Fielder Green	Sunrise Meadows	Water leak	Outside City Limits
4-Jul	2510 Olivine Stone	Walnut Creek	New service	Outside City Limits
8-Jul	3950 Eastland Lake	Waterside	Manhole cover leaking - Hurricane Event	Outside City Limits
4-Jul	5814 Camelia Evergreen	Waterview	Fire hydrant leaking	Outside City Limits
31-Jul	3214 Meadow Way		Needing to start new service	Outside City Limits
14-Jul	1302 Oak Creek	In City	Reporting no power due to Hurricane Event	Public Works
16-Jul	208 Morton	In City	Windsheild was hit by rock while staff was mowing	Public Works
21-Jul	10th R/R Crossing	In City	Low train warning volume	Public Works
26-Jul	1915 Gammon	In City	Pole fell - No power	Public Works
8-Jul	1104 Courtney	In City	Strom debris collection - Hurricane Event	Solid Waste
8-Jul	1342 Wild Mustang Trl	Mandola Farms	Trash and recycling carts blew away - Hurricane Event	Solid Waste
7-Jul	S 11th & Austin	In City	Red lights flashing in all 4 directions	Streets
7-Jul	1940 Golden Creek	In City	Metal on side of road	Streets
8-Jul	2015 Crestwood	In City	Wants someone to check drains - Hurricane Event	Streets
9-Jul	Hebbe Dr (Riveredge)	In City	Tree in the middle of road - Hurricane Event	Streets
13-Jul	Maiden Ln & N 10th	In City	Stop sign missing	Streets
20-Jul	S Union & Austin St	In City	Stop sign has been knocked dow	Streets
15-Jul	3703 Saddlebag Way	Del Webb - MUD 187	Meter leaking	Utilites
24-Jul	2407 Cohorn Trl	Del Webb - MUD 187	Water meter busted	Utilites
8-Jul	1309 Herman Dr	In City	No water - Hurricane Event	Utilites
8-Jul	2224 S Belmont	In City	Needs water turned back on - Hurricane Event	Utilites
8-Jul	2222 S Belmont	In City	Needs water turned back on - Hurricane Event	Utilites
9-Jul	411 Richmond Place	In City	No water in shower	Utilites
20-Jul	20450 Southwest Freeway	In City	Water leak	Utilites
20-Jul	20450 Southwest Freeway	In City	Water leak	Utilites
30-Jul	1206 San Jacinto	In City	Water pipe busted	Utilites
14-Jul	1810 Amber Trail Ln	RPW - MUD 121	Meter leaking	Utilites
24-Jul	22115 Stonebriar	RPW - MUD 121	Meter leaking	Utilites
25-Jul	2110 Marian Lee	Veranda - MUD 215	No water	Utilites
8-Jul	6327 Buffalo Bend	Wall Street	No water in parts of the house - Hurricane Event	Utilites

Category	Count	%
Out of City Limits	14	33%
In City	21	50%
Muds	7	17%
Total	42	100%

**PUBLIC WORKS  
PROJECT REVIEW  
JULY REPORT**

The following have been submitted to the Permits Department for Public Works, Planning and the City Engineer to review. Once the review is complete, a comment letter is sent to the applicant.

<b>Plan Reviews - 2024</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Yr/Date</b>
Site Plan Review	14	8	6	8	6	4	9	55
PI and Grading Review	2	3	4	2	1	1	0	13
Public Works Coord. Review	5	13	6	10	13	8	6	61
Internal Review	0	0	1	0	1	0	1	3
Commercial Building Review	0	0	0	0	0	0	0	0
Finals Signed	5	8	5	6	3	1	1	29
<b>Grand Total</b>	<b>26</b>	<b>32</b>	<b>22</b>	<b>26</b>	<b>24</b>	<b>14</b>	<b>17</b>	<b>161</b>



# City of Richmond

*Where History Meets Opportunity*

**Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

## **Planning Department Report**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



**C4. DEVELOPMENT UPDATES TO CITY COMMISSION**  
**AUGUST 2024**

The following table provides an overview of Planning Department activities from July 1, 2024 through July 31, 2024:

<b>PRE-APPLICATION CONFERENCES</b>				
<b>LOCATION</b>	<b>LAND USE</b>	<b>TARGET INDUSTRY</b>	<b>TAX EXEMPTION</b>	<b>DESCRIPTION</b>
<ul style="list-style-type: none"> <li>▪ 502 S 5<sup>th</sup> St (OT District)</li> </ul>	<b>Institutional:</b> Carport	No	Yes	<i>The subject site is located south of Houston St and east of S 6<sup>th</sup> St. Staff met with the applicant to discuss the redevelopment of an existing sandbox cover into a carport for the church's van. Staff provided feedback on impervious cover, potential alternative drive path options, accessory structure standards, and existing structure safety. Follow-up comments for the meeting were provided to the applicant.</i>
				<b>Employee Estimation:</b> ---
<ul style="list-style-type: none"> <li>▪ Hwy 359 &amp; S Shadow Grove Ln (ETJ and WFBMD)</li> </ul>	<b>Residential:</b> Annexation / Utilities	No	No	<i>The subject site is located east of Hwy 359 at the intersection of Hwy 359 and River Trace Dr / South Shadow Grove Ln. Staff met with the applicant to discuss potential of utility services. Staff provided feedback on the annexation process and potential options for utility services. Follow-up comments for the meeting were provided to the applicant.</i>
				<b>Employee Estimation:</b> ---

<ul style="list-style-type: none"> <li>▪ 910 Bonham Circle (GR District and WFBMD)</li> </ul>	<p><b>Residential:</b> Accessory Dwelling Unit</p>	<p>No</p>	<p>No</p>	<p><i>The subject site is located east of 910 Bonham Circle. Staff met with the applicants to discuss the development of a “mother in law” suite. Staff provided feedback on accessory dwelling unit standards, setbacks, driveway requirements, and replatting. Follow-up comments for the meeting were provided to the applicant.</i></p> <p style="text-align: center;"><b>Employee Estimation:</b> ---</p>
<ul style="list-style-type: none"> <li>▪ 1011 FM 359 (ETJ and WFBMD)</li> </ul>	<p><b>Commercial:</b> Water &amp; sewer lines</p>	<p>No</p>	<p>No</p>	<p><i>The subject site is located east of FM 359 and south of Del Agua Dr. The applicant is exploring possible water and sewer line utility services. Staff discussed annexation process, site development plans, landscaping requirements, impact fees, and land uses. Follow-up comments for the meeting were provided to the applicant.</i></p> <p style="text-align: center;"><b>Employee Estimation:</b> ---</p>
<ul style="list-style-type: none"> <li>▪ 2201 Thompson Rd Unit 104 (GC District and WFBMD)</li> </ul>	<p><b>Commercial:</b> Church</p>	<p>No</p>	<p>Yes</p>	<p><i>The subject site is located east of Thompson Rd and west of Golfview Dr. The applicant proposed occupancy of the existing unit for a church. Staff discussed max occupancy, required parking, mixed use parking inventory, and the permitting process. Follow-up comments for the meeting were provided to the applicant.</i></p> <p style="text-align: center;"><b>Employee Estimation:</b> 1-2</p>

<ul style="list-style-type: none"> <li>▪ 140 Collins Rd (GC District)</li> </ul>	<p><b>Commercial:</b> Retail Sales and Services</p>	<p>No</p>	<p>No</p>	<p><i>The subject site lot is located east of Collins Rd and South of Preston St. The staff discussed the occupancy of existing units for the use of banquet halls. Staff discussed non-compliant circumstances, TABC licensing, permitted land uses, required parking, and recommended an economic development meeting. Follow-up comments for the meeting were provided to the applicant.</i></p>
<p><b>Employee Estimation:</b> ---</p>				
<ul style="list-style-type: none"> <li>▪ 1207 FM 359 (SC District and WFBMD)</li> </ul>	<p><b>Commercial:</b> Retail Sales and Services</p>	<p>No</p>	<p>No</p>	<p><i>The subject site is located west of FM 359 and north of Del Agua Dr. Staff met with the applicant to discuss occupancy of an existing building for a retail business. Staff discussed permitting requirements, permitting process, fire and safety standards, and timelines. Follow-up comments for the meeting were provided to the applicant.</i></p>
<p><b>Employee Estimation:</b> ---</p>				
<ul style="list-style-type: none"> <li>▪ 312 Mellon St (GR District)</li> </ul>	<p><b>Residential:</b> Carport</p>	<p>No</p>	<p>No</p>	<p><i>The subject site lot is located east of Mellon St and South of Rocky Falls Rd. Staff met with the applicant to discuss constructed carport extension of the applicant's home. Staff discussed setbacks, structural and electrical permitting, surveying, engineer plans, nonconforming structures, variance process, options for compliance. Follow-up comments for the meeting were provided to the applicant.</i></p>

				<b>Employee Estimation:</b> <b>N/A</b>
<ul style="list-style-type: none"> <li>▪ 5334 FM 2218 Rd (GC District and WFBMD)</li> </ul>	<b>Commercial:</b> Vehicle Gas or Fueling Station	No	No	<i>The subject site is located southeast of FM 2218, in front of the Wal-Mart parking lot. The applicant proposed complete demolition and rebuild of the existing “Murphy” gas station. Staff discussed setbacks, WFBMD standards, variance process, and site development plans. Follow-up comments for the meeting were provided to the applicant.</i>
				<b>Employee Estimation:</b> <b>6-8</b>
<ul style="list-style-type: none"> <li>▪ 700 Plantation Dr (ETJ)</li> </ul>	<b>Institutional:</b> Dining expansion (Bowie Middle School)	No	Yes	<i>The subject site is located north of Plantation Dr and west of Harlem Rd. The applicant is proposing the expansion of dining space for the existing Bowie Middle School. Staff discussed Site development application requirements and process. Follow-up comments for the meeting were provided to the applicant.</i>
				<b>Employee Estimation:</b> ---
<ul style="list-style-type: none"> <li>▪ 803 Austin St (OT District and WFBMD)</li> </ul>	<b>Commercial:</b> Commercial Property	TBD	No	<i>The subject site is located south of Austin St and east of S 7<sup>th</sup> Street. Staff met with the applicant to discuss the development of commercial property parking lot. Staff discussed Buffering, landscaping, driveway standards and width requirements, alternative surface options, sidewalks, access points, and required parking standards. Follow-up comments for the meeting were provided to the applicant.</i>

				<p><b>Employee Estimation:</b> <b>N/A</b></p>
<ul style="list-style-type: none"> <li>▪ 1330 Thompson Rd (SC District and WFBMD)</li> </ul>	<p><b>Commercial:</b> General Office</p>	<p>No</p>	<p>No</p>	<p><i>The subject site is located east of Thompson Rd and north of Lamar Dr. Staff met with the applicant to discuss the development of general offices. Staff discussed building design standards, setbacks, variance process, and the site development plans process. Follow-up comments for the meeting were provided to the applicant.</i></p>
				<p><b>Employee Estimation:</b> <b>N/A</b></p>
<ul style="list-style-type: none"> <li>▪ 2214 Thompson Rd (GC District and WFBMD)</li> </ul>	<p><b>Commercial:</b> Retail Sales and Services</p>	<p>No</p>	<p>No</p>	<p><i>The subject site is located east of Thompson Rd and north of FM 2218. Staff met with the applicant to discuss the occupancy of a restaurant boba tea business. Staff discussed permitting requirements, detailed interior site plans, fire suppression plans, and parking requirements. Follow-up comments for the meeting were provided to the applicant.</i></p>
				<p><b>Employee Estimation:</b> <b>3-4</b></p>

SITE DEVELOPMENT PLAN REVIEWS			
LOCATION	LAND USE	TAX EXEMPTION	DESCRIPTION
<ul style="list-style-type: none"> <li>2315 Richmond Parkway  (ETJ and Development Agreement)</li> </ul>	Montessori at Veranda	<ul style="list-style-type: none"> <li>No</li> </ul>	<ul style="list-style-type: none"> <li>The subject site is located at the northwest corner of Circle Seven Road and Richmond Parkway; adjacent to The Huntington Richmond apartments (62+ apartment community). Staff reviewed the 4<sup>th</sup> submittal of a proposed 13,250 square foot building for a Montessori Daycare. Plans were approved.</li> </ul>
<ul style="list-style-type: none"> <li>Circle Oak Trails &amp; Landscape  (ETJ/Development Agreement – George Foundation/WFBMD)</li> </ul>	Trails & Landscape	<ul style="list-style-type: none"> <li>No</li> </ul>	<ul style="list-style-type: none"> <li>The subject site is located on the southwest corner of U.S. 59 and F.M. 762 within the George Foundation/Berry Tract development. Staff reviewed the 2<sup>nd</sup> submittal of proposed improvement plans throughout the subdivision for landscape enhancements, sidewalks and parks. Plans were conditionally approved.</li> </ul>
<ul style="list-style-type: none"> <li>1120 FM 359  (SC District and WFBMD)</li> </ul>	ITL Richmond K-8 Shade Structures	<ul style="list-style-type: none"> <li>Yes</li> </ul>	<ul style="list-style-type: none"> <li>The subject site is located along the eastern side FM 359, across Richmond Tire and Automotive and north of Yoga on the Brazos. Staff reviewed the 1<sup>st</sup> submittal of proposed 10' x 10' shade structures throughout the site (3 structures). Staff provided comments to the submitted plans.</li> </ul>
<ul style="list-style-type: none"> <li>1221 E Hwy 90  (GC District and WFBMD)</li> </ul>	Castell Auto Dealership	<ul style="list-style-type: none"> <li>No</li> </ul>	<ul style="list-style-type: none"> <li>The subject site is located north of Highway 90, directly across Edgewood Drive. Staff reviewed the 4<sup>th</sup> submittal of a proposed auto dealership. Staff provided comments to the submitted plans.</li> </ul>

COMPREHENSIVE MASTER PLAN UPDATE EVENTS
<ul style="list-style-type: none"> <li><b>Monday, August 12 (2<sup>nd</sup> Monday) - City Commission</b> Special workshop on draft CMP (after July 8 and 12 postponements).</li> <li><b>Tuesday, August 27 - P&amp;Z Commission</b> Workshop for CMP review prior to P&amp;Z's public hearing and action.</li> <li><b>Wednesday, September 4 - P&amp;Z Commission</b> P&amp;Z hearing and potential recommendation of CRRP &amp; CMP to City Commission.</li> </ul>



----- *End of Report* -----



# City of Richmond

*Where History Meets Opportunity*

**Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

## **Building Department Report**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



**RICHMOND**

EST. **TEXAS** 1837

# **Building Permits Report**

## **July 2024**

**BUILDING REPORT**  
**COMMERCIAL AND RESIDENTIAL PLUMBING, ELECTRICAL AND MECHANICAL PERMITS**

Project ID	Description	Property	Applied Date
20241346	COMMERCIAL ELECTRICAL	1818 MUSTANG DR BLD22	7/15/2024
20241358	COMMERCIAL ELECTRICAL	1818 MUSTANG DR BLD20	7/15/2024
20241375	COMMERCIAL ELECTRICAL	1406 JACKSON ST	7/16/2024
20241419	COMMERCIAL ELECTRICAL	4540 1/2 WILLIAMS WAY BLVD	7/24/2024
20241429	COMMERCIAL MECHANICL	1827 RICHMOND PKWY 103	7/26/2024
20241309	COMMERCIAL PLUMBING	22235 SOUTHWEST FREEWAY	7/2/2024
20241261	RESIDENTIAL ELECTRIC	902 CHATEAU PLACE	6/20/2024
20241268	RESIDENTIAL ELECTRIC	24311 DIXON SHOALS RD	6/20/2024
20241302	RESIDENTIAL ELECTRIC	1539 MUNSON VALLEY RD	6/28/2024
20241314	RESIDENTIAL ELECTRIC	6350 BRAZOS TRAIL DR	7/3/2024
20241339	RESIDENTIAL ELECTRIC	1206 TRENTON	7/11/2024
20241343	RESIDENTIAL ELECTRIC	1204 TRENTON ST	7/12/2024
20241347	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2605	7/15/2024
20241348	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2608	7/15/2024
20241350	RESIDENTIAL ELECTRIC	1818 MUSTANG 2001	7/15/2024
20241351	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2603	7/15/2024
20241352	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2607	7/15/2024
20241353	RESIDENTIAL ELECTRIC	1818 MUSTANG DR 2002	7/15/2024
20241354	RESIDENTIAL ELECTRIC	1818 MUSTANG 2003	7/15/2024
20241355	RESIDENTIAL ELECTRIC	1818 MUSTANG 2004	7/15/2024
20241359	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2005	7/15/2024
20241360	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2006	7/15/2024
20241361	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2007	7/15/2024
20241362	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2008	7/15/2024
20241363	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2009	7/15/2024
20241364	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2010	7/15/2024
20241365	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2011	7/15/2024
20241366	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2012	7/15/2024
20241367	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2013	7/15/2024
20241368	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2014	7/15/2024
20241370	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2015	7/15/2024
20241371	RESIDENTIAL ELECTRIC	1818 MUSTANG DR #2016	7/15/2024
20241373	RESIDENTIAL ELECTRIC	1114 COURTNEY ST	7/15/2024
20241377	RESIDENTIAL ELECTRIC	2013 LAMAR	7/16/2024
20241384	RESIDENTIAL ELECTRIC	24339 BETH SCHOOL	7/17/2024
20241400	RESIDENTIAL ELECTRIC	1605 LAMAR DR	7/22/2024
20241407	RESIDENTIAL ELECTRIC	6346 BRAZOS TRAIL DR	7/22/2024
20241411	RESIDENTIAL ELECTRIC	6338 BRAZOS TRAIL DR	7/22/2024
20241412	RESIDENTIAL ELECTRIC	6342 BRAZOS TRAIL DR	7/22/2024
20241413	RESIDENTIAL ELECTRIC	102 GRAYLESS ST 08	7/22/2024
20241415	RESIDENTIAL ELECTRIC	104 GRAYLESS 1-4	7/22/2024
20241418	RESIDENTIAL ELECTRIC	3006 LONG-SMITH COTTAGE C	7/23/2024
20241423	RESIDENTIAL ELECTRIC	704 MAIN ST	7/24/2024
20241427	RESIDENTIAL ELECTRIC	3010 LONG-SMITH COTTAGE C	7/26/2024
20241428	RESIDENTIAL ELECTRIC	3002 LONG-SMITH COTTAGE C	7/26/2024
20241434	RESIDENTIAL ELECTRIC	1915 GAMMON ST	7/29/2024
20241439	RESIDENTIAL ELECTRIC	1912 FIESTA LN	7/30/2024
20241315	RESIDENTIAL MECHANICAL	1308 SAN JACINTO ST	7/3/2024

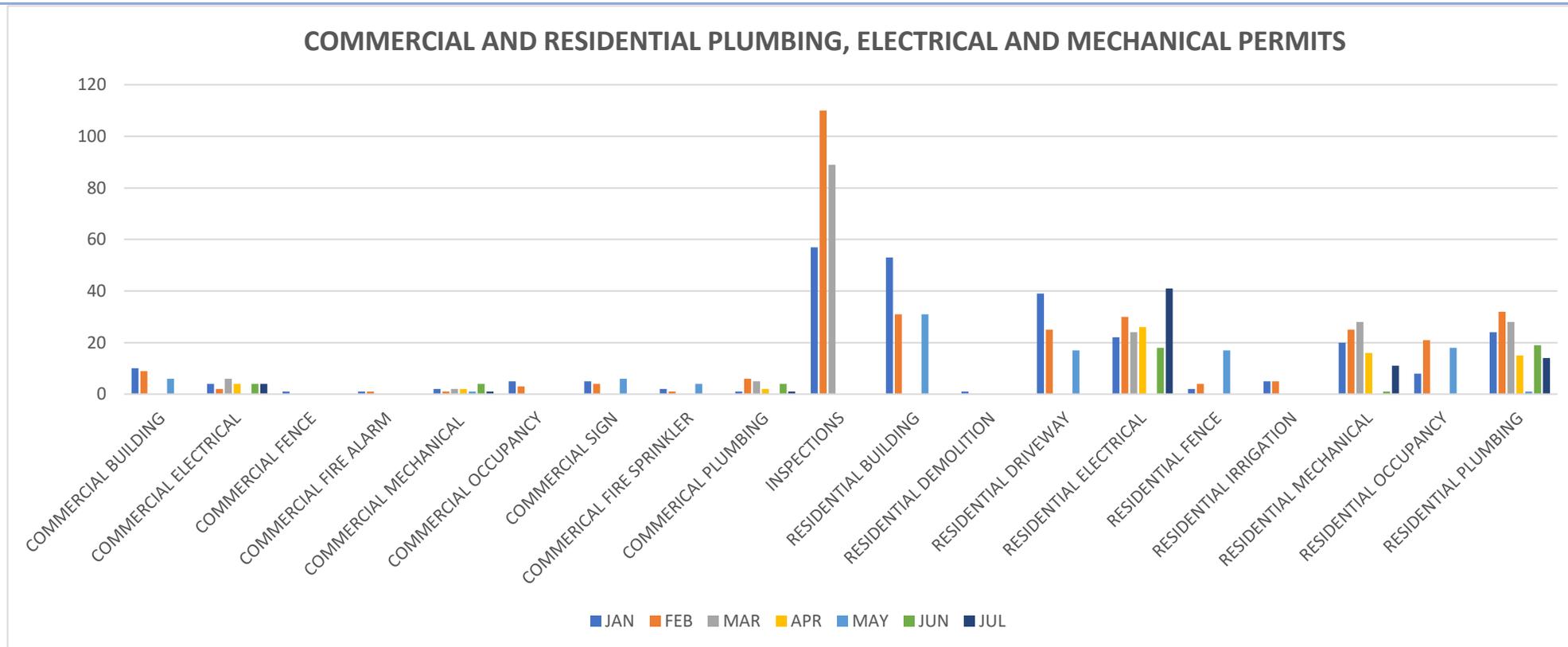
**BUILDING REPORT**  
**COMMERCIAL AND RESIDENTIAL PLUMBING, ELECTRICAL AND MECHANICAL PERMITS**

Project ID	Description	Property	Applied Date
20241332	RESIDENTIAL MECHANICAL	6350 BRAZOS TRAIL DR	7/10/2024
20241333	RESIDENTIAL MECHANICAL	6406 BRAZOS TRAIL DR	7/10/2024
20241334	RESIDENTIAL MECHANICAL	6402 BRAZOS TRAIL DR	7/10/2024
20241335	RESIDENTIAL MECHANICAL	6354 BRAZOS TRAIL DR	7/10/2024
20241336	RESIDENTIAL MECHANICAL	6418 BRAZOS TRAIL DR	7/10/2024
20241337	RESIDENTIAL MECHANICAL	6414 BRAZOS TRAIL DR	7/10/2024
20241338	RESIDENTIAL MECHANICAL	6410 BRAZOS TRAIL DR	7/10/2024
20241392	RESIDENTIAL MECHANICAL	2225 PAR LN	7/18/2024
20241409	RESIDENTIAL MECHANICAL	1307 MUNSON VALLEY RD	7/22/2024
20241425	RESIDENTIAL MECHANICAL	913 VICTORIA DR	7/25/2024
20241307	RESIDENTIAL PLUMBING	621 IRONWOOD CT	7/1/2024
20241318	RESIDENTIAL PLUMBING	609 NEWTON DR	7/5/2024
20241328	RESIDENTIAL PLUMBING	6342 BRAZOS TRAIL DR	7/10/2024
20241329	RESIDENTIAL PLUMBING	6346 BRAZOS TRAIL DR	7/10/2024
20241331	RESIDENTIAL PLUMBING	1609 LAUREL OAKS	7/10/2024
20241344	RESIDENTIAL PLUMBING	6338 BRAZOS TRAIL DR	7/15/2024
20241345	RESIDENTIAL PLUMBING	3010 LONG-SMITH COTTAGE C	7/15/2024
20241381	RESIDENTIAL PLUMBING	3002 LONG-SMITH COTTAGE C	7/17/2024
20241382	RESIDENTIAL PLUMBING	3006 LONG-SMITH COTTAGE C	7/17/2024
20241394	RESIDENTIAL PLUMBING	1216 DUDLEY ST	7/18/2024
20241395	RESIDENTIAL PLUMBING	24339 BETH SCHOOL DR	7/19/2024
20241398	RESIDENTIAL PLUMBING	301 SAN JOSE ST	7/19/2024
20241403	RESIDENTIAL PLUMBING	1912 FIESTA LN	7/22/2024
20241421	RESIDENTIAL PLUMBING	909 VICTORIA DR	7/24/2024

## BUILDING REPORT

### COMMERCIAL AND RESIDENTIAL PLUMBING, ELECTRICAL AND MECHANICAL PERMITS

TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
COMMERCIAL BUILDING	10	9	0	0	6	0	0						25
COMMERCIAL ELECTRICAL	4	2	6	4	0	4	4						24
COMMERCIAL FENCE	1	0	0	0	0	0	0						1
COMMERCIAL FIRE ALARM	1	1	0	0	0	0	0						2
COMMERCIAL MECHANICAL	2	1	2	2	1	4	1						13
COMMERCIAL OCCUPANCY	5	3	0	0	0	0	0						8
COMMERCIAL SIGN	5	4	0	0	6	0	0						15
COMMERCIAL FIRE SPRINKLER	2	1	0	0	4	0	0						7
COMMERCIAL PLUMBING	1	6	5	2	0	4	1						19
INSPECTIONS	57	110	89	0	0	0	0						256
RESIDENTIAL BUILDING	53	31	0	0	31	0	0						115
RESIDENTIAL DEMOLITION	1	0	0	0	0	0	0						1
RESIDENTIAL DRIVEWAY	39	25	0	0	17	0	0						81
RESIDENTIAL ELECTRICAL	22	30	24	26	0	18	41						161
RESIDENTIAL FENCE	2	4	0	0	17	0	0						23
RESIDENTIAL IRRIGATION	5	5	0	0	0	0	0						10
RESIDENTIAL MECHANICAL	20	25	28	16	0	1	11						101
RESIDENTIAL OCCUPANCY	8	21	0	0	18	0	0						47
RESIDENTIAL PLUMBING	24	32	28	15	1	19	14						133
													<b>1042</b>

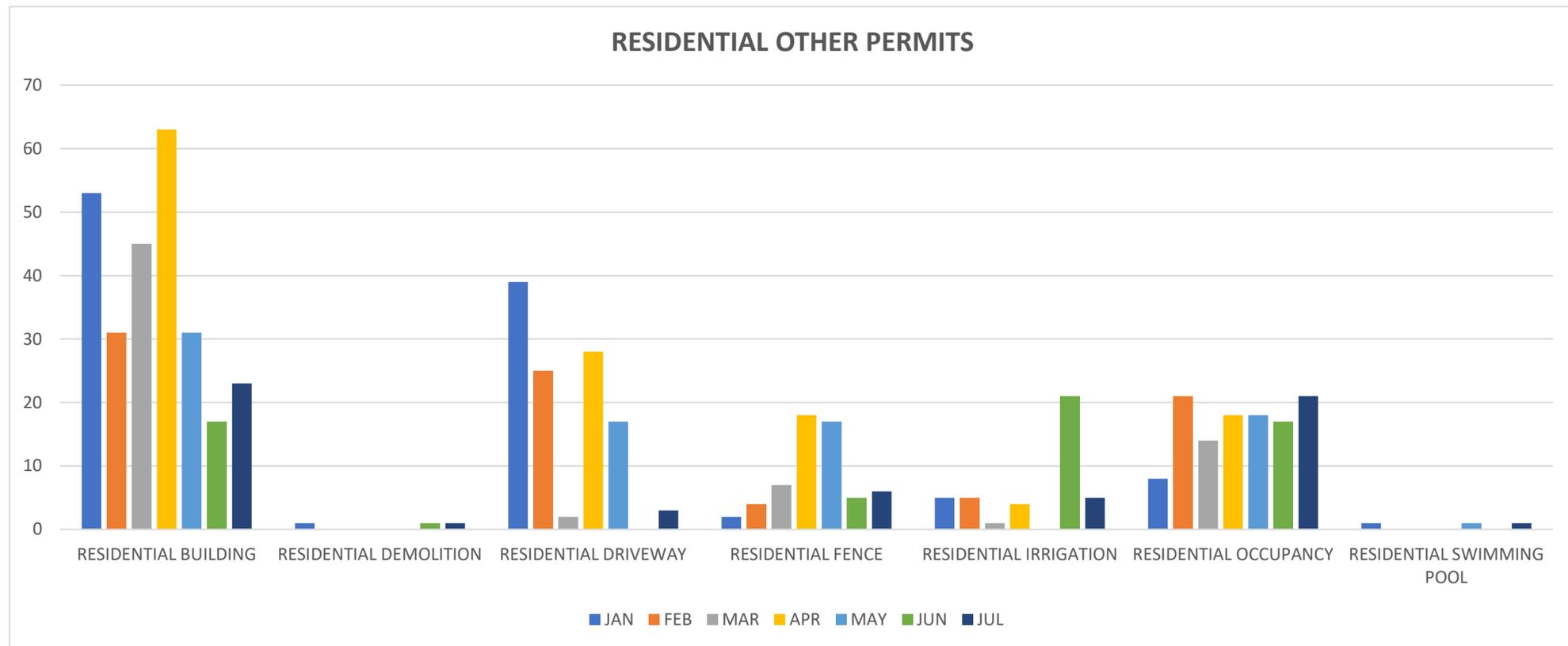


**BUILDING REPORT**  
**RESIDENTIAL OTHER PERMITS SUMMARY**

Project ID	Description	Name	Property	Applied Date
20231607	RESIDENTIAL BUILDING	FREEDOM FOREVER TX LLC	1539 MUNSON VALLEY RD	8/25/2023
20240819	RESIDENTIAL BUILDING	MERITAGE HOMES	6334 BRAZOS TRAIL DR	4/17/2024
20240920	RESIDENTIAL BUILDING	MERITAGE HOMES	3023 LONG-SMITH COTTAGE C	4/26/2024
20241207	RESIDENTIAL BUILDING	T MARTIN CONSTRUCTION GROUP	1216 DUDLEY ST	6/10/2024
20241229	RESIDENTIAL BUILDING	T MARTIN CONSTRUCTION GROUP	1216 DUDLEY ST	6/13/2024
20241260	RESIDENTIAL BUILDING	FREEDOM FOREVER TX, LLC	902 CHATEAU PLACE	6/20/2024
20241267	RESIDENTIAL BUILDING	BIRDMAN CONTRACTING	24311 DIXON SHOALS RD	6/20/2024
20241284	RESIDENTIAL BUILDING	TUFF SHED	1305 ALAMO AVE	6/26/2024
20241301	RESIDENTIAL BUILDING	SUNRUN INSTALLATION SERVICES	1539 MUNSON VALLEY RD	6/28/2024
20241306	RESIDENTIAL BUILDING	ALLEGIANCE ROOFING	2015 CRESTWOOD DR	7/1/2024
20241341	RESIDENTIAL BUILDING	RICK'S ROOFING & RESTORATION	704 FAIRWAY DR	7/11/2024
20241349	RESIDENTIAL BUILDING	ATLAS FOUNDATION REPAIR	1804 WILLOW DR	7/15/2024
20241369	RESIDENTIAL BUILDING	ONPOINT ROOFING, LP	604 IRONWOOD CT	7/15/2024
20241388	RESIDENTIAL BUILDING	BLACK COAST, LLC	1211 DUDLEY ST	7/18/2024
20241435	RESIDENTIAL BUILDING	BAIRD FOUNDATION REPAIR	1708 WILLOW DR	7/29/2024
20241441	RESIDENTIAL BUILDING	CONSUELO PATINO	1109 FAIR OAKS DR	7/30/2024
20241445	RESIDENTIAL BUILDING	MERITAGE HOMES	6311 BRAZOS TRAIL DRIVE	7/31/2024
20241446	RESIDENTIAL BUILDING	MERITAGE HOMES	6315 BRAZOS TRAIL DRIVE	7/31/2024
20241447	RESIDENTIAL BUILDING	MERITAGE HOMES	3014 LONG SMITH COTTAGE	7/31/2024
20241448	RESIDENTIAL BUILDING	MERITAGE HOMES	6330 BRAZOS TRAIL DR	7/31/2024
20241449	RESIDENTIAL BUILDING	MERITAGE HOMES	6322 BRAZOS TRAIL DRIVE	7/31/2024
20241450	RESIDENTIAL BUILDING	MERITAGE HOMES	6254 BRAZOS TRAIL DRIVE	7/31/2024
20241451	RESIDENTIAL BUILDING	MERITAGE HOMES	3030 MARBLE WAY	7/31/2024
20241426	RESIDENTIAL DEMOLITION	XCME CUSTOME HOMES LLC	615 LETTIE ST	7/25/2024
20241327	RESIDENTIAL DRIVEWAY	MIGUEL & HURTADO	1202 FAIR OAKS DR	7/10/2024
20241385	RESIDENTIAL DRIVEWAY	MEDINA CONSTRUCTION	1620 ROCKY FALLS RD	7/17/2024
20241387	RESIDENTIAL DRIVEWAY	ABEL RODRIGUEZ	1107 ALAMO AVE	7/17/2024
20240788	RESIDENTIAL FENCE	HATTIE BAILEY	1115 FAIR OAKS DR	4/15/2024
20241272	RESIDENTIAL FENCE	RUBEN VILLARREAL	1107 CLAY ST	6/21/2024
20241311	RESIDENTIAL FENCE	KOWETTIE GREEN	1107 GOLIAD AVE	7/3/2024
20241408	RESIDENTIAL FENCE	RICARDO HERNANDEZ	1205 SAN JACINTO AVE	7/22/2024
20241420	RESIDENTIAL FENCE	HERMAN FLORES	1200 PRESTON ST	7/24/2024
20241431	RESIDENTIAL FENCE	FORT BEND CONSTRUCTION LANDSC	1002 CHATEAU PLACE	7/26/2024
20241321	RESIDENTIAL IRRIGATION	MOGONYE LAND TECH LLC	6414 BRAZOS TRAIL DR	7/5/2024
20241322	RESIDENTIAL IRRIGATION	MOGONYE LAND TECH LLC	6418 BRAZOS TRAIL DR	7/5/2024
20241323	RESIDENTIAL IRRIGATION	MOGONYE LAND TECH LLC	6410 BUFFALO BEND LANE	7/5/2024
20241390	RESIDENTIAL IRRIGATION	JAIME'S LANDSCAPING	1330 VINTER MEADOWS	7/18/2024
20241391	RESIDENTIAL IRRIGATION	JAIME'S LANDSCAPING	1334 VINTER MEADOWS LN	7/18/2024
20241308	RESIDENTIAL OCCUPANCY	CARLOS PEREZ	508 CENTER	7/2/2024
20241312	RESIDENTIAL OCCUPANCY	CANDY B CHOWDHURY	136 EMERALD LOCH LN	7/3/2024
20241320	RESIDENTIAL OCCUPANCY	JOSEPH W. BATH	1625 AUSTIN ST	7/5/2024
20241325	RESIDENTIAL OCCUPANCY	KUEI-NA LEE	2000 GOLDEN CREEK LN	7/9/2024
20241326	RESIDENTIAL OCCUPANCY	ADELA RODRIGUEZ	1512 ROCKY FALLS RD	7/9/2024
20241330	RESIDENTIAL OCCUPANCY	PETRA VEGA	503 MABEL ST	7/10/2024
20241342	RESIDENTIAL OCCUPANCY	ABIGAIL GRIMES	1319 ELM ST	7/11/2024
20241378	RESIDENTIAL OCCUPANCY	AMIN MOMIN	1435 MUNSON VALLEY RD	7/17/2024
20241379	RESIDENTIAL OCCUPANCY	MIGUEL NUNEZ	1307 NEWLIN DR 5	7/17/2024
20241386	RESIDENTIAL OCCUPANCY	STANFORD SIMMONS	806 CHATEAU PLACE	7/17/2024
20241393	RESIDENTIAL OCCUPANCY	ELIZABETH PAWELEK	1708 WILLOW DR	7/18/2024
20241401	RESIDENTIAL OCCUPANCY	ADIL RAZZAQ	1306 VINTER MEADOWS LANE	7/22/2024
20241404	RESIDENTIAL OCCUPANCY	SIGURD PINEDA	904 GOLFVIEW DR	7/22/2024
20241422	RESIDENTIAL OCCUPANCY	DEVERDICE MCCANN	1435 MUNSON VALLEY RD	7/24/2024
20241424	RESIDENTIAL OCCUPANCY	ROSALINDA H. JOHNSON	1512 CARVER AVE	7/25/2024
20241432	RESIDENTIAL OCCUPANCY	SUZANNE ROSE GANDARA	2005 WATER TRACE CT	7/29/2024
20241433	RESIDENTIAL OCCUPANCY	TIANA KERN	910 S 3RD ST	7/29/2024
20241440	RESIDENTIAL OCCUPANCY	LINDA LOPEZ	1805 GEORGE AVE	7/30/2024
20241453	RESIDENTIAL OCCUPANCY	MARK MURSKI	1222 OAK BARREL RUN	7/31/2024
20241454	RESIDENTIAL OCCUPANCY	CATHERINE HERNANDEZ	800 FAIRWAY DR	7/31/2024
20241455	RESIDENTIAL OCCUPANCY	CLINTON/HEIDI LAND	128 EMERALD LOCH LN	7/31/2024
20240963	RESIDENTIAL SWIMMING POOL	AMAZING POOLS LLC	24339 BETH SCHOOL DR	5/2/2024

## RESIDENTIAL OTHER PERMITS

TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
RESIDENTIAL BUILDING	53	31	45	63	31	17	23						263
RESIDENTIAL DEMOLITION	1	0	0	0			1	1					3
RESIDENTIAL DRIVEWAY	39	25	2	28	17	0	3						114
RESIDENTIAL FENCE	2	4	7	18	17	5	6						59
RESIDENTIAL IRRIGATION	5	5	1	4	0	21	5						41
RESIDENTIAL OCCUPANCY	8	21	14	18	18	17	21						117
RESIDENTIAL SWIMMING POOL	1	0	0	0	1	0	1						3
	<b>109</b>	<b>86</b>	<b>69</b>	<b>131</b>	<b>84</b>	<b>61</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>600</b>

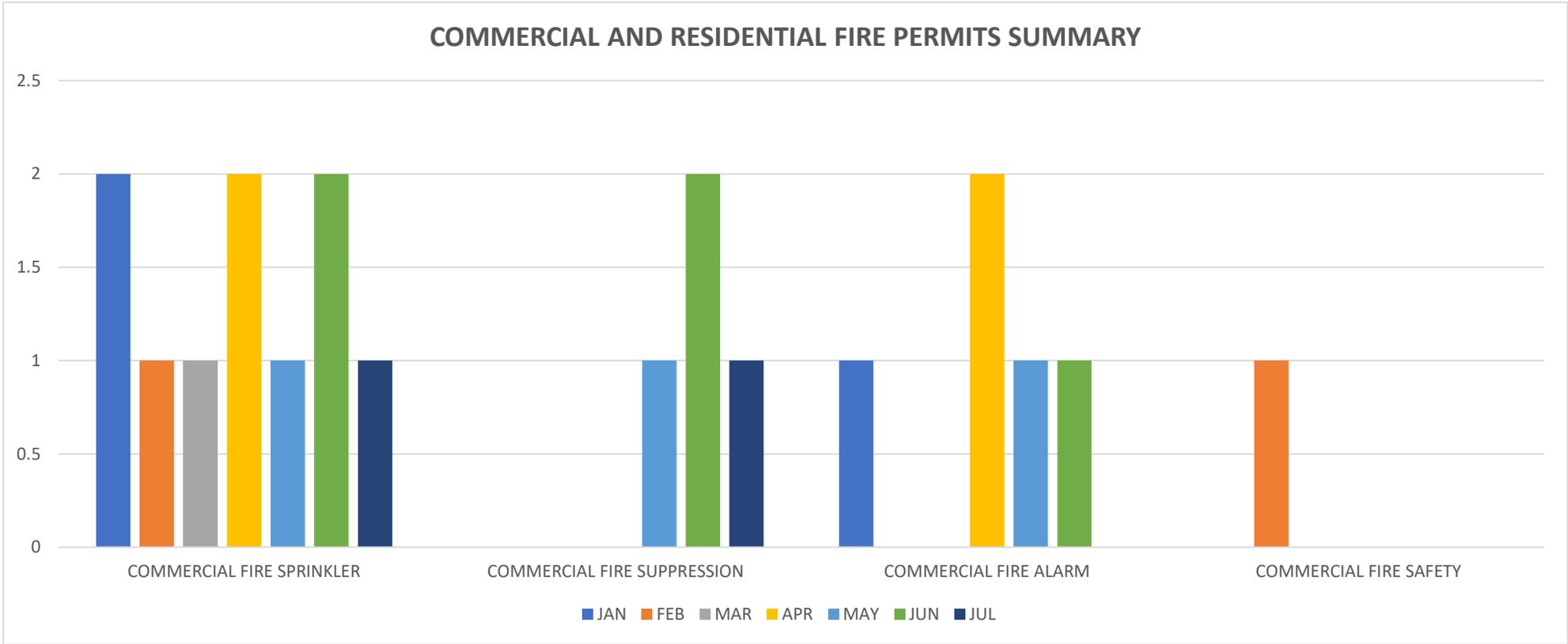


**BUILDING REPORT  
COMMERCIAL AND RESIDENTIAL FIRE PERMITS SUMMARY**

Project ID	Description	Name	Property	Applied Date
FM001289	COMMERCIAL FIRE SPRINKLER	NEW AGE FIRE SPRINKLER LLC	1812 MAIDEN LN	6/12/2024
FM001294	COMMERCIAL FIRE SUPPRESSION	PRECISION FIRE PROTECTION	1827 RICHMOND PKWY 103	7/22/2024

**BUILDING REPORT  
COMMERCIAL AND RESIDENTIAL FIRE PERMITS SUMMARY**

TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
COMMERCIAL FIRE SPRINKLER		2	1	1	2	1	2	1					10
COMMERCIAL FIRE SUPPRESSION						1	2	1					4
COMMERCIAL FIRE ALARM		1			2	1	1						5
COMMERCIAL FIRE SAFETY			1										1
	<b>3</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>3</b>	<b>5</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>

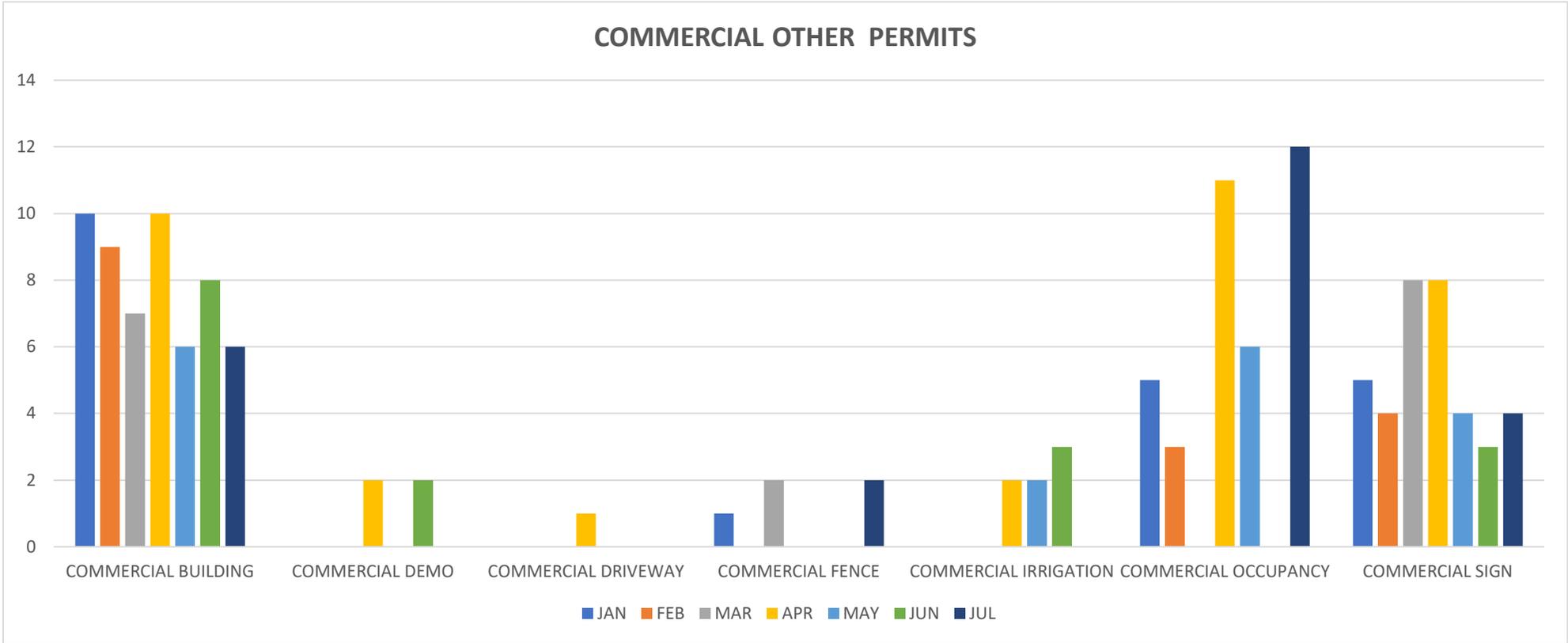


**BUILDING REPORT  
COMMERCIAL OTHER PERMITS SUMMARY**

Project ID	Description	Name	Property	Applied Date
20231830	COMMERCIAL BUILDING	BEND CONSTRUCTION LLC	2014 LAMAR DR	10/12/2023
20240146	COMMERCIAL BUILDING	A.N.A. CONSTRUCTION SERVICES	1833 RICHMOND PKWY 1700	1/12/2024
20241230	COMMERCIAL BUILDING	TEXAS GENERAL CONTRACTORS INC	20450 SOUTHWEST FREEWAY	6/14/2024
20241356	COMMERCIAL BUILDING	GEMSTAR CONSTRUCTION	1818 MUSTANG DR BLD22	7/15/2024
20241357	COMMERCIAL BUILDING	GEMSTAR CONSTRUCTION	1818 MUSTANG DR BLD20	7/15/2024
20241372	COMMERCIAL BUILDING	TCG CONSTRUCTION, INC	1041 E HWY 90A	7/15/2024
20241340	COMMERCIAL FENCE	TURBO MILLWORK	2018 THOMPSON RD	7/11/2024
20241376	COMMERCIAL FENCE	REPUBLIC MASONRY & FENCING	228 COLLINS RD	7/16/2024
20240882	COMMERCIAL OCCUPANCY	DEVINE CARE HOME LLC	1812 MAIDEN LN	4/24/2024
20241278	COMMERCIAL OCCUPANCY	STEPPING STONES ACADEMY	2117 LAMAR DR #200	6/24/2024
20241310	COMMERCIAL OCCUPANCY	HOPE FORT BEND CLUBHOUSE	912 SOUTH SIXTH	7/3/2024
20241313	COMMERCIAL OCCUPANCY	AMERICAN HEART	1601 MAIN ST 105	7/3/2024
20241317	COMMERCIAL OCCUPANCY	WEST LOCKSMITH	301 SOUTH NINTH ST #209	7/5/2024
20241374	COMMERCIAL OCCUPANCY	GRAYLESS INSURANCE AGENCY	2116 THOMPSON RD #114	7/15/2024
20241380	COMMERCIAL OCCUPANCY	FORT BEND DONUTS	1500 JACKSON ST #800	7/17/2024
20241414	COMMERCIAL OCCUPANCY	ST. THEKLA ORTHODOX CHURCH	2201 THOMPSON RD #104	7/23/2024
20241417	COMMERCIAL OCCUPANCY	TANOLIES INC LLC	2214 THOMPSON RD	7/22/2024
20241430	COMMERCIAL OCCUPANCY	ENDURA ROSES	1207 FM 359	7/26/2024
20241436	COMMERCIAL OCCUPANCY	ST. THEKLA ORTHODOX CHURCH	2201 THOMPSON RD #105	7/29/2024
20241452	COMMERCIAL OCCUPANCY	ROBINSON TAX & FINANCIAL SERVI	601 AUSTIN	7/31/2024
20240438	SIGN	GIANT SIGNS	4716 FM 359	2/28/2024
20240704	SIGN	KREATIVE D - SIGNS LLC	1500 MAIN ST	4/5/2024
20241098	SIGN	LIZ GUEVARA	1203 MAIN ST	5/21/2024
20241383	SIGN	ASAP SIGNS AND PRINTS	2119 THOMPSON RD	7/17/2024

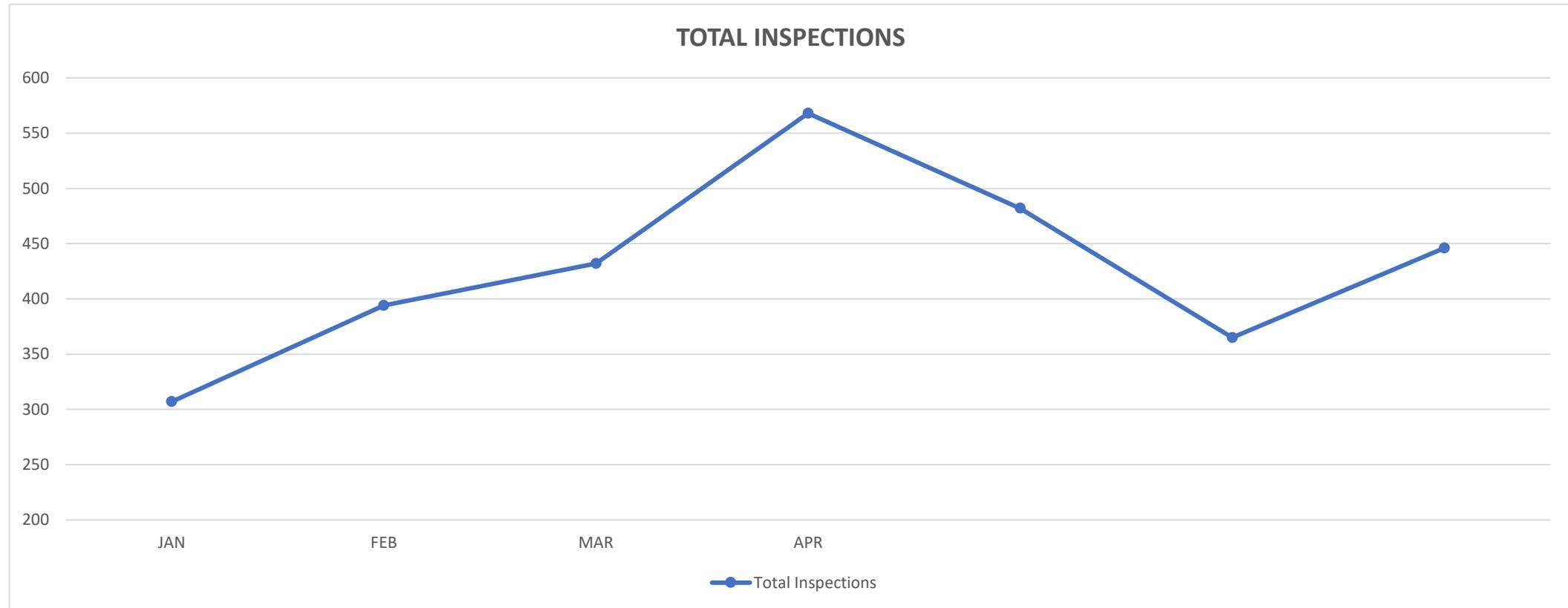
## BUILDING REPORT COMMERCIAL OTHER PERMITS

TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
COMMERCIAL BUILDING	10	9	7	10	6	8	6						56
COMMERCIAL DEMO	0	0	0	2	0	2	0						4
COMMERCIAL DRIVEWAY	0	0	0	1	0	0	0						1
COMMERCIAL FENCE	1	0	2	0	0	0	2						5
COMMERCIAL IRRIGATION	0	0	0	2	2	3	0						7
COMMERCIAL OCCUPANCY	5	3	0	11	6	0	12						37
COMMERCIAL SIGN	5	4	8	8	4	3	4						36
	<b>21</b>	<b>16</b>	<b>17</b>	<b>34</b>	<b>18</b>	<b>16</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>146</b>



# BUILDING REPORT TOTAL INSPECTIONS

TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Total Inspections	307	394	432	568	482	365	446						2994



## BUILDING REPORT JULY INSPECTIONS

July 1 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
BRAZOS TRAIL 6415	MTW		FINAL	pass	
BRAZOS TRAIL 6443	MTW		FINAL	pass	
BRAZOS TRAIL 6450	MTW		WATER LINE	pass	
BRAZOS TRAIL 6450	MTW		FINAL	pass	
BUFFALO BEND 6426	MTW		FINAL	pass	
FIESTA 1912	ROBERT 832-988-5441		<b>GAS TEST</b>	pass	
FIESTA 1912	ROBERT 832-988-5441		WATER LINE	pass	

### NON-PLUMBING

BRAZOS TRAIL 6338	LANDMARK	AM	<b>T-POLE</b>	pass	
BRAZOS TRAIL 6346	LANDMARK	AM	<b>T-POLE</b>	pass	
<b>BRAZOS TRAIL 6354</b>	<b>L &amp; S MECH</b>		<b>MECH ROUGH</b>	<b>CANCELLED</b>	
BRAZOS TRAIL 6354	LANDMARK	AM	ELEC ROUGH	pass	
BRAZOS TRAIL 6402	L & S MECH		MECH ROUGH	pass	
BRAZOS TRAIL 6402	LANDMARK	AM	ELEC ROUGH	pass	
BRAZOS TRAIL 6407	LANDMARK	AM	ELEC FINAL	fail	gfi not working in master bathroom
BRAZOS TRAIL 6415	L & S MECH		MECH FINAL	pass	
BRAZOS TRAIL 6450	L & S MECH		MECH FINAL	pass	
GAMMON 1915	JESSE LOPEZ 832-739-5338	PM	<b>T-POLE/ METER LOOP</b>	pass	
IRONWOOD 521	CHELSEA 281-202-7155	AM	OCC FOR WATER	pass	
MUNSON VALLEY 1307	BIG TEX A/C		MECH ROUGH	pass	
MUSTANG DR 1818 #2603	E&E ELEC - ERIC MORALES 832-876-378:PM		<b>METERLOOP</b>	fail	conduits need to be replaced
MUSTANG DR 1818 #2605	E&E ELEC - ERIC MORALES 832-876-378:PM		<b>METERLOOP</b>	fail	
MUSTANG DR 1818 #2607	E&E ELEC - ERIC MORALES 832-876-378:PM		<b>METERLOOP</b>	fail	
MUSTANG DR 1818 #2608	E&E ELEC - ERIC MORALES 832-876-378:PM		<b>METERLOOP</b>	fail	
SOUTHWEST FWY 20400 #130	FRANK 832-885-0710	PM	ELEC WALL COVER	pass	
VINTER MEADOWS 1334	COVENTRY HOMES - TREVOR		BLDG FINAL FOR COO	pass	
CARVER 1512	ROSALINDA 832-269-6854 (OWNER) CAI	PM	OCC FOR WATER	fail	*3- smoke alarms *2- gfci's in kitchen *label breaker panel *water line leak to kitchen * 2- vacuum breakers * gas needs to be on to (heat source, water heater)

July 2 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
BRAZOS TRAIL 6350	MTW		SLAB	pass	
BRAZOS TRAIL 6354	MTW		SLAB	pass	
BRAZOS TRAIL 6402	MTW		SLAB	pass	
BRAZOS TRAIL 6406	MTW		SLAB	pass	
BRAZOS TRAIL 6415	MTW		<b>GTO</b>	pass	
BRAZOS TRAIL 6427	MTW		<b>GTO</b>	pass	
BRAZOS TRAIL 6443	MOGONYE		IRR	pass	
BRAZOS TRAIL 6443	MOGONYE		BACK FLOW	pass	
BUFFALO BEND 6342	MTW		PLB FINAL	pass	
BUFFALO BEND 6343	MTW		SEWER - WITH CAMERA	pass	
MAIN 1601 #500	WENDELL 713-201-7997	AM	PLB FINAL	pass	
SUGARCANE 6402	MOGONYE		IRR	pass	
SUGARCANE 6402	MOGONYE		BACK FLOW	pass	
SUGARCANE 6406	MOGONYE		IRR	pass	
SUGARCANE 6406	MOGONYE		BACK FLOW	pass	
SUGARCANE 6410	MOGONYE		IRR	pass	
SUGARCANE 6410	MOGONYE		BACK FLOW	pass	
SUGARCANE 6426	MOGONYE		IRR	pass	
SUGARCANE 6426	MOGONYE		BACK FLOW	pass	
SUGARCANE 6430	MOGONYE		IRR	pass	
SUGARCANE 6430	MOGONYE		BACK FLOW	pass	

### NON-PLUMBING

BRAZOS TRAIL 6411	APEX FOUNDATION		APPROACH	pass	
BRAZOS TRAIL 6411	APEX FOUNDATION		DRIVEWAY	pass	
BRAZOS TRAIL 6411	APEX FOUNDATION		PUBLIC WALK	pass	
BUFFALO BEND 6318	RYAN - MERITAGE HOMES		BLDG FINAL FOR COO	pass	

## BUILDING REPORT JULY INSPECTIONS

CHESTNUT LN 1621	INTEGRITY POOLS JOHN - 281-804-7806		POOL DECK STEEL INSPECTION	pass	
NORTH THIRD 711	RANDY ROSE 832-894-0781	AM	FOUNDATION FINAL	pass	
ROCKY FALLS 1612	ROBERTO 281-1645	AM	FOUNDATION	pass	Slab Inspection
VINTER MEADOW 1327	BIG TEX AC		MECH FINAL	pass	

July 3 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
AVENUE B 311	D & E PLB		GROUND	pass	
BUFFALO BEND 6343	MTW		FINAL	pass	
BUFFALO BEND 6347	MTW		FINAL	pass	
MANDOLA FARMS 506	D & E PLB		GROUND	pass	
SUGARCANE 6402	MTW		FINAL	pass	
VINTER MEADOWS 1327	D & E PLB		WATER LINE	pass	
VINTER MEADOWS 1327	D & E PLB		PLB FINAL	fail	house

### NON-PLUMBING

AUSTIN 1629	ANGELA ORSAK 979-253-7838		OCC FOR WATER	pass	
BRAZOS TRAIL 6354	LANDMARK ELEC	AM	T-POLE	pass	
BRAZOS TRAIL 6402	LANDMARK ELEC	AM	T-POLE	pass	
BRAZOS TRAIL 6434	MERITAGE HOMES - BUSTER		FRAMING	pass	
BRAZOS TRAIL 6434	MERITAGE HOMES - BUSTER		BRICK TIE	pass	
BRAZOS TRAIL 6438	MERITAGE HOMES - BUSTER		INSULATION	pass	
BUFFALO BEND 6342	LANDMARK ELEC	AM	ELEC FINAL	pass	
BUFFALO BEND 6342	MERITAGE HOMES - BUSTER		BLDG FINAL FOR COO	pass	
BUFFALO BEND 6406	LANDMARK ELEC	AM	Tci	pass	
CENTER 508	CARLOS PEREZ 713-304-7473	AM	OCC FOR WATER	pass	
FM 1640 1800 #601	NEW HEIGHTS ELEC 346-303-1860		ELEC FINAL	pass	
FM 1640 1800 #602	NEW HEIGHTS ELEC 346-303-1860		ELEC FINAL	pass	
FM 1640 1800 #603	NEW HEIGHTS ELEC 346-303-1861		ELEC FINAL	pass	
FM 1640 1800 #604	NEW HEIGHTS ELEC 346-303-1862		ELEC FINAL	pass	
FM 1640 1800 #605	NEW HEIGHTS ELEC 346-303-1863		ELEC FINAL	pass	
FM 1640 1800 #606	NEW HEIGHTS ELEC 346-303-1860		ELEC FINAL	pass	
FM 1640 1800 #607	NEW HEIGHTS ELEC 346-303-1863		ELEC FINAL	pass	
FM 1640 1800 #608	NEW HEIGHTS ELEC 346-303-1863		ELEC FINAL	pass	
GAMMON 2009		AM	PORCH	pass	
LETTIE 808	CARLOS RIVERA 832-600-0534	AM	OCC FOR WATER	pass	
RICHMOND PKWY 1827 #102	ALFONSO 281-608-5970	AM	INSULATION	pass	
RICHMOND PKWY 1827 #103	ALFONSO 281-608-5970	AM	INSULATION	pass	
SUGARCANE 6402	L & S MECH		MECH FINAL	pass	
VINTER MEADOWS 1327	JOE SWARTZ ELEC		ELEC FINAL	pass	

July 5 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
BRAZOS TRAIL 6414	MTW		SEWER	fail	stack is cut
BRAZOS TRAIL 6418	MTW		SEWER	pass	
BRAZOS TRAIL 6454	MOGONYE		IRR	pass	
BRAZOS TRAIL 6454	MOGONYE		BACK FLOW	pass	
RAILWAY LN 3031	MOGONYE		IRR	pass	
RAILWAY LN 3031	MOGONYE		BACK FLOW	pass	

### NON-PLUMBING

BUFFALO BEND 6343	MERITAGE - BUSTER		BLDG FINAL FOR COO	pass	
BUFFALO BEND 6347	RYAN - MERITAGE		BLDG FINAL FOR COO	pass	
BUFFALO BEND 6402	L & S MECH		MECH FINAL	pass	
CENTER 517	JIANA TUFO 832-520-4303	AM	OCC FOR WATER	pass	
SUGARCANE 6402	LANDMARK ELEC	AM	ELEC FINAL	pass	
TRENTON 1208	PAUL JEFFERSON 713-269-0723	2pm	BLDG FINAL FOR DOG KENNEL	pass	

July 8 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
SOUTHWEST FREEWAY 22235	PERFECTION PLB - CHUY 832-908-0720	AM	GROUND		CANCELLED DUE TO WEATHER

## BUILDING REPORT JULY INSPECTIONS

### NON-PLUMBING

SOUTH FIFTH 608	MY HUYNH 713-560-8823	PM	OCC FOR WATER	CANCELLED DUE TO WEATHER
ROCKY FALLS 1816	LEONARD PAYNE 281-342-4823	AM	DEMO SHED	call him   CANCELLED DUE TO WEATHER
SUGARCANE 6406	LANDMARK ELECTRIC		ELEC FINAL	CANCELLED DUE TO WEATHER
AUSTIN 1615	ASHLEY GARZA 281-662-8029	AM	OCC FOR WATER	CANCELLED DUE TO WEATHER
AUSTIN 1625	RAMONA 832-520-5145	AM	OCC FOR WATER	CANCELLED DUE TO WEATHER

July 9 2024

City Limits	Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
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### NON-PLUMBING

BRAZOS TRAIL 6434	BUSTER - MERITAGE		INSULATION	pass
ROCKY FALLS 1816	LEONARD PAYNE 281-342-4823	AM	DEMO SHED	pass

July 10 2024

City Limits	Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
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<b>SOUTHWEST FREEWAY 22235</b>	<b>CHUY 832-908-0720</b>	<b>AM</b>	<b>PLB GROUND</b>	<b>CANCELLED</b>
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### NON-PLUMBING

BRAZOS TRAIL 6430	MERITAGE HOMES - BUSTER		INSULATION	pass	
AUSITN 1625	RAMONA 832-520-5145		OCC FOR WATER	pass	
GOLDEN CREEK 2000	MINGZHE LI 832-416-5097	AM	OCC FOR WATER	partial	2- gfcis in laundry room * label breaker panel * 3- vacuum breaker * clean mow, rear/ side of *water will be released need to get with city hall deposit before water can be released

July 11 2024

City Limits	Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
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BRIAR LANE 2014	JOE 346-225-1883	PM	<b>GTO</b>	pass	
BRAZOS TRAIL 6410	MTW		SEWER	pass	
BRAZOS TRAIL 6414	MTW		SEWER	fail	No water in sewer stack
BRAZOS TRAIL 6423	MTW		<b>GTO</b>	pass	
BRAZOS TRAIL 6458	MTW		FINAL	pass	
SOUTHWEST FWY 22235	CHUY - 832-908-0720	AM	PLB GROUND	pass	
SUGARCANE 6406	MTW		FINAL	pass	
SUGARCANE 6410	MTW		FINAL	pass	
SUGARCANE 6430	MTW		FINAL	pass	

### NON-PLUMBING

BRAZOS TRAIL 6407	APEX FOUNDATION		DRIVEWAY	pass
BRAZOS TRAIL 6407	APEX FOUNDATION		APPROACH	pass
BRAZOS TRAIL 6407	APEX FOUNDATION		PUBLIC WALK	pass
BRAZOS TRAIL 6423	APEX FOUNDATION		DRIVEWAY	pass
BRAZOS TRAIL 6423	APEX FOUNDATION		APPROACH	pass
BRAZOS TRAIL 6423	APEX FOUNDATION		PUBLIC WALK	pass
BRAZOS TRAIL 6426	MERITAGE HOMES - JUSTIN		FRAMING	pass
BRAZOS TRAIL 6426	MERITAGE HOMES - JUSTIN		BRICK TIE	pass
BRAZOS TRAIL 6427	APEX FOUNDATION		DRIVEWAY	pass
BRAZOS TRAIL 6427	APEX FOUNDATION		APPROACH	pass
BRAZOS TRAIL 6427	APEX FOUNDATION		PUBLIC WALK	pass
BRIAR LANE 2014	JOE 346-225-1883	PM	ELEC UNDERGROUND/ RECONNECT	pass
BUFFALO BEND 6346	JUSTIN - MERITAGE		BLDG FINAL FOR COO	pass
SUGARCANE 6406	L & S MECH		MECH FINAL	pass
SUGARCANE 6410	L & S MECH		MECH FINAL	pass
SUGARCANE 6422	L & S MECH		MECH FINAL	pass

July 12 2024

City Limits	Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
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BUFFALO BEND 6402	MTW		FINAL	pass
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## BUILDING REPORT JULY INSPECTIONS

SUGARCANE 6414	MTW	FINAL	pass	
SUGARCANE 6418	MTW	FINAL	pass	
SUGARCANE 6422	MTW	FINAL	pass	
SUGARCANE 6434	MTW	FINAL	pass	
SUGARCANE 6442	MTW	FINAL	pass	
SUGARCANE 6446	MTW	FINAL	fail	No hot water

### NON-PLUMBING

BRAZOS TRAIL 6454	L & S MECH		MECH FINAL	pass	
BRAZOS TRAIL 6458	L & S MECH		MECH FINAL	pass	
BUFFALO BEND 6402	LANDMARK ELEC	AM	ELEC FINAL	pass	
BUFFALO BEND 6402	MERITAGE HOMES - BUSTER		BLDG FINAL FOR COO	pass	
BUFFALO BEND 6422	APEX FOUNDATION		DRIVEWAY	pass	
BUFFALO BEND 6422	APEX FOUNDATION		APPROACH	pass	
BUFFALO BEND 6422	APEX FOUNDATION		PUBLIC WALKWAY	pass	
CLAY 421	HEIDE CANTU 281-771-6301	AM	BLDG FINAL	pass	
<b>FAIR OAKS 1202</b>	<b>EDUARDO 832-361-7535</b>	<b>3PM</b>	<b>DRIVEWAY</b>	<b>CANCELLED</b>	
SUGARCANE 6402	MERITAGE HOMES - JUSTIN		BLD FINAL FOR COO	pass	
SUGARCANE 6406	LANDMARK ELEC	AM	ELEC FINAL	pass	
SUGARCANE 6406	MERITAGE HOMES - BUSTER		BLDG FINAL FOR COO	pass	
SUGARCANE 6410	LANDMARK ELEC	AM	ELEC FINAL	pass	
SUGARCANE 6414	L & S MECH		MECH FINAL	pass	
SUGARCANE 6414	LANDMARK ELEC	AM	ELEC FINAL	pass	
SUGARCANE 6418	L & S MECH		MECH FINAL	pass	
SUGARCANE 6422	LANDMARK ELEC	AM	ELEC FINAL	pass	
SUGARCANE 6430	L & S MECH		MECH FINAL	pass	
SUGARCANE 6430	LANDMARK ELEC	AM	ELEC FINAL	pass	
SUGARCANE 6438	L & S MECH		MECH FINAL	pass	
SUGARCANE 6438	LANDMARK ELEC	AM	ELEC FINAL	pass	
TRENTON 1206	JOE 281-799-4816	PM	<b>METER LOOP</b>	pass	

July 15 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
AVENUE B 311	D & E / VORTEX		SLAB	pass	
BUFFALO BEND 6410	MTW		<b>GTO</b>	pass	
BUFFALO BEND 6414	MTW		<b>GTO</b>	pass	
MANDOLA FARMS 506	D & E / VORTEX		SLAB	fail	Missing sleeve
MUNSON VALLEY 1422	D & E		PLB FINAL	pass	
MUNSON VALLEY 1422	D & E		WATER LINE	pass	
SUGARCANE 6438	MTW		PLB FINAL	pass	
VINTER MEADOWS 1327	D & E		PLB FINAL	pass	
VINTER MEADOWS 1330	D & E		<b>GTO</b>	pass	
VINTER MEADOWS 1334	D & E		<b>GTO</b>	pass	

### NON-PLUMBING

MELLON 312	JOSE LUIS 832-363-7381		PORCH WALK THRU - SPANISH SPEAK	fail	courtesy meet, permit in review still
MUSTANG DR 1818	LOUISA MONTALVO	9am	WALK THRU - APTS	done	per Scotts email
RAILWAY 3031	L & S MECH		MECH FINAL	pass	
SUGARCANE 6410	MERITAGE HOMES - RYAN		BLDG FINAL FOR COO	pass	
SUGARCANE 6426	L & S MECH		MECH FINAL	pass	
SUGARCANE 6430	MERITAGE HOMES - RYAN		BLDG FINAL FOR COO	pass	
SUGARCANE 6434	L & S MECH		MECH FINAL	pass	
SUGARCANE 6442	L & S MECH		MECH FINAL	pass	
SUGARCANE 6446	L & S MECH		MECH FINAL	pass	
WHEATON 111	SARA KHAN 832-875-4550	AM	OCC FOR WATER	fail	* 1- vacuum breaker * breaker panel filler bedrooms * water heater off no hot water removed

July 16 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
BRAZOS TRAIL 6439	MOGONYE		BACK FLOW	pass	

## BUILDING REPORT JULY INSPECTIONS

BRAZOS TRAIL 6439	MOGONYE	IRR	pass	
BRAZOS TRAIL 6439	MTW	FINAL	fail	Buried meter box
BRAZOS TRAIL 6442	MOGONYE	BACK FLOW	pass	
BRAZOS TRAIL 6442	MOGONYE	IRR	pass	
BRAZOS TRAIL 6447	MOGONYE	BACK FLOW	pass	
BRAZOS TRAIL 6447	MOGONYE	IRR	pass	
BRAZOS TRAIL 6447	MTW	FINAL	fail	Meter box needs to be at ground level
BRAZOS TRAIL 6451	MOGONYE	BACK FLOW	pass	
BRAZOS TRAIL 6451	MOGONYE	IRR	pass	
RAILWAY 3019	MOGONYE	BACK FLOW	pass	
RAILWAY 3019	MOGONYE	IRR	pass	
RAILWAY 3023	MOGONYE	BACK FLOW	pass	
RAILWAY 3023	MOGONYE	IRR	pass	
RAILWAY 3027	MOGONYE	BACK FLOW	pass	
RAILWAY 3027	MOGONYE	IRR	pass	
SUGARCANE 6414	MOGONYE	BACK FLOW	pass	
SUGARCANE 6414	MOGONYE	IRR	pass	
SUGARCANE 6434	MOGONYE	BACK FLOW	pass	
SUGARCANE 6434	MOGONYE	IRR	pass	
SUGARCANE 6442	MOGONYE	BACK FLOW	pass	
SUGARCANE 6442	MOGONYE	IRR	pass	
SUGARCANE 6446	MOGONYE	BACK FLOW	pass	
SUGARCANE 6446	MOGONYE	IRR	pass	
SUGARCANE 6446	MTW	FINAL	pass	

### NON-PLUMBING

BONHAM 1007	ROSALIA 281-780-7789	AM	OCC FOR WATER	pass	
BRAZOS TRAIL 6426	MERITAGE HOMES - JUSTIN		INSULATION	pass	
BRAZOS TRAIL 6439	L & S MECH		MECH FINAL	pass	
BRAZOS TRAIL 6447	L & S MECH		MECH FINAL	pass	
ELM ST 1319	ABIGAIL GRIMES 346-552-4558	PM	OCC FOR WATER	pass	
MUNSON 1539	OMAR HERRERA 281-967-0360	PM	ELEC FINAL	pass	
MUNSON 1539	OMAR HERRERA 281-967-0360	PM	BLDG FINAL FOR SOLAR	pass	
SUGARCANE 6418	LANDMARK ELEC	AM	ELEC FINAL	pass	
SUGARCANE 6426	LANDMARK ELEC	AM	ELEC FINAL	pass	
SUGARCANE 6434	LANDMARK ELEC	AM	ELEC FINAL	pass	
SUGARCANE 6442	LANDMARK ELEC	AM	ELEC FINAL	pass	
SUGARCANE 6446	LANDMARK ELEC	AM	ELEC FINAL	pass	
BRAZOS TRAIL 6458	LANDMARK ELEC	AM	ELEC FINAL	pass	
BRAZOS TRAIL 6454	LANDMARK ELEC	AM	ELEC FINAL	pass	

July 17 2024

City Limits	Address	Company	a/pm	Type of Inspection	pass/Fa	Reason for Failure
	BRAZOS TRAIL 6411	MTW		GTO	pass	
	BUFFALO BEND 6406	MTW		GTO	pass	
	BUFFALO BEND 6418	MTW		GTO	pass	
	FM 359 1120	CHARLES BROWN 713-376-9920	AM	IRR ROUGH	pass	ladies - incode description
	LAUREL OAKS 1609	MELISSA SMITH 832-612-8614		WATER SOFTNER	pass	
	RAILWAY 3027	MTW		PLB FINAL	pass	
	SUGARCANE 6422	MOGONYE		IRR	pass	
	SUGARCANE 6422	MOGONYE		BACK FLOW	pass	

### NON-PLUMBING

BRAZOS TRAIL 6350	LANDMARK ELEC	AM	T-POLE	pass	
BRAZOS TRAIL 6422	LANDMARK ELEC	AM	TCI	pass	
BRAZOS TRAIL 6430	LANDMARK ELEC	AM	TCI	pass	
BRAZOS TRAIL 6434	LANDMARK ELEC	AM	TCI	pass	
BRAZOS TRAIL 6438	LANDMARK ELEC	AM	TCI	pass	
BRAZOS TRAIL 6458	MERITAGE HOMES - BUSTER		BLDG FINAL FOR COO	pass	
FAIR OAKS 1202	EDUARDO 832-361-7535 - call prior	9AM	DRIVEWAY	pass	
JACKSON ST 1406	WALTER URBISH 281-615-0574	8AM	METER LOOP	pass	
MUNSON 1422	JOE SWARTZ		ELEC FINAL	pass	
SUGARCANE 6422	MERITAGE HOMES - RYAN HERMES		BLDG FINAL FOR COO	fail	Buried meter box

## BUILDING REPORT JULY INSPECTIONS

SUGARCANE 6442	MERITAGE HOMES - RYAN HERMES		BLDG FINAL FOR COO	fail	Meter box below ground level
THOMPSON 2116 #114	BOBBY GRAYLESS 832-344-6736	PM	OCC FOR COO	pass	
TRENTON 1204	FRANK LUNA 346-314-2537	AM	METER LOOP	pass	
VINTER MEADOWS 1327	COVENTRY HOMES - TREVOR		BLDG FINAL FOR COO	pass	
RUBY FORD 1526	BLACKTIE BILL 713-213-9607	AM - FIN	BLDG FINAL FOR COO	pass	

July 18 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
BRAZOS TRAIL 6454	MTW		FINAL	pass	
MANDOLA FARMS 506	VORTEX/ D & E		SLAB	pass	
THOMPSON 806	JUSTIN WILLIS 832-808-1314	AM	STORM LINE INSPECTION	pass	

### NON-PLUMBING

BRAZOS TRAIL 6439	LANDMARK ELEC	AM	ELEC FINAL	pass	
BRAZOS TRAIL 6442	L & S MECH		MECH FINAL	pass	
BRAZOS TRAIL 6443	L & S MECH		MECH FINAL	fail	Missing vent covers
BRAZOS TRAIL 6443	LANDMARK ELEC	AM	ELEC FINAL	pass	
BRAZOS TRAIL 6447	LANDMARK ELEC	AM	ELEC FINAL	pass	
BRAZOS TRAIL 6451	LANDMARK ELEC	AM	ELEC FINAL	pass	
CHATEAU 902	PETER 713-829-4828	AM	ELEC FINAL FOR SOLAR	pass	
CHATEAU 902	PETER 713-829-4828	AM	BLDG FINAL FOR SOLAR	pass	
LAMAR DR 2013	JOSE 832-213-6743	AM	METER LOOP	pass	
MAIN 1601 #500	WENDELL 713-201-1997		BLD FINAL	fail	break has no power, electrical plugs in wall have no power
MUNSON VALLEY 1422	BIG TEX A/C		MECH FINAL	pass	
NEWLIN DR 1307 #5	GRACE RAMOS 832-361-1588	4PM	OCC FOR WATER	partial	1- vacuum breaker * kitchen faucet * power needs to be on to complete inspection
RAILWAY 3019	L & S MECH		MECH FINAL	pass	
RAILWAY 3023	L & S MECH		MECH FINAL	pass	
RAILWAY 3027	L & S MECH		MECH FINAL	pass	
RAILWAY 3027	LANDMARK ELEC	AM	ELEC FINAL	pass	
RAILWAY 3031	LANDMARK ELEC	AM	ELEC FINAL	pass	
SOUTHWEST FYW 22235	AFFRAZ BOOMLA 832-209-6996	AM	SLAB REBAR	pass	Gas station pad only
SUGARCANE 6414	MERITAGE HOMES - JUSTIN		BLDG FINAL FOR COO	pass	
SUGARCANE 6434	MERITAGE HOMES - RYAN		BLDG FINAL FOR COO	fail	meter box needs to be at ground level
SUGARCANE 6446	MERITAGE HOMES - RYAN		BLDG FINAL FOR COO	fail	Buried meter box
BETH SCHOOL 24339	A & T ELECTRICAL ARMANDO GALVAN 8 AM		ELEC GROUND	pass	
BETH SCHOOL 24339	A & T ELECTRICAL ARMANDO GALVAN 8 AM		ELEC RECONNECT	pass	
BETH SCHOOL 24339	NOE GARCIA 281-746-8654		STEEL INSPECTION FOR POOL	pass	

July 19 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
SUGARCANE 6418	MOGONYE		IRR	pass	
SUGARCANE 6418	MOGONYE		BACK FLOW	pass	
SUGARCANE 6438	MOGONYE		IRR	pass	
SUGARCANE 6438	MOGONYE		BACK FLOW	pass	
BRAZOS TRAIL 6422	MTW		SHOWER	pass	
BRAZOS TRAIL 6442	MTW		FINAL	pass	
BRAZOS TRAIL 6451	MTW		FINAL	pass	
RAILWAY 3031	MTW		FINAL	pass	
RAILWAY 3019	MTW		FINAL	pass	
RAILWAY 3023	MTW		FINAL	pass	

### NON-PLUMBING

BRAZOS TRAIL 6410	L & S MECH		MECH ROUGH	pass	
BRAZOS TRAIL 6418	L & S MECH		MECH ROUGH	pass	
BRAZOS TRAIL 6442	LANDMARK ELEC		ELEC FINAL	pass	
BRAZOS TRAIL 6454	MERITAGE HOMES - BUSTER		BLDG FINAL FOR COO	pass	
CHATEAU PL 806		AM	OCC FOR WATER FOR OWNER	partial	breakers
FM 359 1421 SUITE H	ANGEL 713-391-7720	AM	WALL COVER FIRST FLOOR	pass	
MUNSON 1422	TREVOR - COVENTRY HOMES		BLDG FINAL FOR COO	pass	

## BUILDING REPORT JULY INSPECTIONS

MUSTANG DR 1818 # BLDG 20	E & E ELECTRIC - ERIC MORALES (832) 87 AM	METER LOOP	pass	
MUSTANG DR 1818 # BLDG 22	E & E ELECTRIC - ERIC MORALES (832) 87 AM	METER LOOP	pass	sent eysterday
POWELL 1018	MIKE MORIN 832-856-1891	STEPS - FOR SCOTT'S REVIEW	scott	
RAILWAY 3015	LANDMARK ELEC	ELEC FINAL	pass	
RAILWAY 3015	L & S MECH	MECH FINAL	pass	
RAILWAY 3019	L & S MECH	MECH FINAL	pass	
RAILWAY 3019	LANDMARK ELEC	ELEC FINAL	pass	
RAILWAY 3023	LANDMARK ELEC	ELEC FINAL	pass	

July 22 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
BRAZOS BEND 6338	MTW		GROUND	fail	to wet no water in stack
BRAZOS BEND 6338	MTW		WATERLINE	pass	
BRAZOS BEND 6410	MTW		TOPOUT	pass	
BRAZOS TRAIL 6342	MTW		GROUND	fail	to wet
BRAZOS TRAIL 6342	MTW		WATERLINE	pass	
BRAZOS TRAIL 6346	MTW		GROUND	fail	to wet
BRAZOS TRAIL 6346	MTW		WATERLINE	pass	
LONG-SMITH COTTAGE 3010	MTW		GROUND	fail	to wet
LONG-SMITH COTTAGE 3010	MTW		WATERLINE	pass	
SAN JOSE 301	JA LAMAR PLB - JAVIER 832-435-0801	AM	GAS TEST	pass	
SOUTHWEST FREEWAY 20400 #1:	AFFORDABLE PLB - TAHIR SIZAR 832-755	PM	GROUND	pass	

### NON-PLUMBING

BRAZOS TRAIL 6410	RYAN - MERITAGE		FRAMING	pass	
BRAZOS TRAIL 6414	LANDMARK ELECTRIC		ELEC ROUGH	pass	
BRAZOS TRAIL 6418	LANDMARK ELECTRIC		ELEC ROUGH	pass	
BUFFALO BEND 6414	CAMERON - VORTEX		DRIVEWAY	pass	
BUFFALO BEND 6414	CAMERON - VORTEX		PUBLIC WALK	pass	
BUFFALO BEND 6414	CAMERON - VORTEX		APPROACH	pass	
BUFFALO BEND 6418	CAMERON - VORTEX		DRIVEWAY	pass	
BUFFALO BEND 6418	CAMERON - VORTEX		PUBLIC WALK	pass	
BUFFALO BEND 6418	CAMERON - VORTEX		APPROACH	pass	
MAIN 1601 #500	SHAHN WHITTED 832-948-3805		BLD FINAL FOR COO	pass	call prior
MAIN 1601 #500	SHAHN WHITTED 832-948-3805		ELEC FINAL	pass	
MAIN 1601 #500	SHAHN WHITTED 832-948-3805		MECH FINAL	pass	
WILLOW 1708	GABRIELLA 832-235-8052	AM	OCC FOR WATER	fail	bedrooms * 5- gfci
VINTER MEADOWS 1306	SAMARA 346-216-1278		OCC FOR WATER	pass	
GRAYLESS 102 #8	MH ELECTRICAL - MIGUEL 346-803-9354		METERLOOP	pass	steph - greg
GRAYLESS 106	MH ELECTRICAL - MIGUEL 346-803-9354		METERLOOP	pass	steph - greg

July 23 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
BRAZOS TRAIL 6418	MTW		TOP OUT	pass	
BRAZOS TRAIL 6438	MTW		SHOWER PAN	pass	
BRAZOS TRAIL 6439	MOGONYE		BACKFLOW REPORT	pass	
BRAZOS TRAIL 6439	MOGONYE		IRR FINAL	pass	
BRAZOS TRAIL 6447	MOGONYE		BACKFLOW REPORT	pass	
BRAZOS TRAIL 6447	MOGONYE		IRR FINAL	pass	
VINTER MEADOWS 1330	JAIMES LANDSCAPING		IRR FINAL		CANCELLED
VINTER MEADOWS 1330	JAIMES LANDSCAPING		BACKFLOW REPORT		CANCELLED
VINTER MEADOWS 1334	JAIMES LANDSCAPING		IRR FINAL		CANCELLED
VINTER MEADOWS 1334	JAIMES LANDSCAPING		BACKFLOW REPORT		CANCELLED

### NON-PLUMBING

BRAZOS TRAIL 6410	MERITAGE HOMES		BRICK TIE	pass	
BRAZOS TRAIL 6414	L & S MECH		MECH ROUGH	pass	
BRAZOS TRAIL 6435	APEX FOUNDATION		DRIVEWAY	pass	
BRAZOS TRAIL 6435	APEX FOUNDATION		PUBLIC WALK	pass	
BRAZOS TRAIL 6435	APEX FOUNDATION		APPROACH	pass	
BRAZOS TRAIL 6451	L & S MECH		MECH FINAL	pass	
CRESTWOOD 2015	ALLEGIANCE ROOFING		ROOF FINAL	pass	

## BUILDING REPORT JULY INSPECTIONS

LAMAR 1605	KEITH 713-319-7456	METER LOOP	pass	
RAILWAY 3019	MERITAGE HOMES - RYAN	BLDG FINAL FOR COO	pass	
SUGARCANE 6418	MERITAGE HOMES - BUSTER	BLDG FINAL FOR COO	fail	find meter box
SUGARCANE 6438	MERITAGE HOMES - BUSTER	BLDG FINAL FOR COO	pass	

July 24 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
BRAZOS TRAIL 6447	MTW		FINAL	pass	
BRAZOS TRAIL 6422	MTW		GAS TEST	pass	
BRAZOS TRAIL 6439	MTW		FINAL	pass	
SUGARCANE 6426	MTW		FINAL	fail	door locked
VINTER MEADOWS 1330	JAIMES LANDSCAPING		IRR FINAL	pass	
VINTER MEADOWS 1330	JAIMES LANDSCAPING		BACKFLOW REPORT	pass	
VINTER MEADOWS 1334	JAIMES LANDSCAPING		IRR FINAL	pass	
VINTER MEADOWS 1334	JAIMES LANDSCAPING		BACKFLOW REPORT	pass	

### NON-PLUMBING

AUSTIN 1615	ASHLEY GARZA 281-662-8029	1:30PM	OCC FOR WATER	partial	holding water
BRAZOS TRAIL 6410	LANDMARK ELEC		ELEC ROUGH	pass	
BRAZOS TRAIL 6451	RYAN - MERITAGE		BLDG FINAL FOR COO	fail	find meter box
MUNSON VALLEY 1435	AMIN MOMIN 832-661-0075 (owner)	AM	OCC FOR WATER		
RAILWAY 3023	MERITAGE HOMES - BUSTER		BLDG FINAL FOR COO	pass	
RAILWAY 3031	RYAN - MERITAGE		BLDG FINAL FOR COO	fail	raise meter box
SUGARCANE LN 6422	MERITAGE HOMES - RYAN		BLDG FINAL FOR COO	pass	
SUGARCANE LN 6434	MERITAGE HOMES - RYAN		BLDG FINAL FOR COO	pass	
SUGARCANE LN 6442	MERITAGE HOMES - RYAN		BLDG FINAL FOR COO	pass	
TEAKWOOD 1914	ELIZABETH JAUREGUI 708-796-1012	AM	OCC FOR WATER	pass	first
VINTER MEADOWS 1334	JOE SWARTZ ELEC		ELEC FINAL	pass	
WHEATON 111	SARA KHAN	AM	RESID. OCC.	pass	

July 25 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
BRAZOS TRAIL 6443	MTW		SHOWER PAN	no shower	
RAILWAY LN 3015	MOGONYE		BACKFLOW REPORT	pass	
RAILWAY LN 3015	MOGONYE		IRR FINAL	pass	
RAILWAY LN 3015	MTW		PLB FINAL	pass	
SWEENY VALLEY 23731	STEVE LOPEZ 832-618-0081		PLB FINAL	pass	

### NON-PLUMBING

BRAZOS TRAIL 6419	L & S MECH		MECH FINAL	pass	
BRAZOS TRAIL 6431	L & S MECH		MECH FINAL	pass	
BRAZOS TRAIL 6439	BUSTER - MERITAGE		BLDG FINAL FOR COO	pass	
BRAZOS TRAIL 6447	MERITAGE HOMES - BUSTER		BLDG FINAL FOR COO	pass	
BUFFALO BEND 6426	L & S MECH		MECH FINAL	pass	
FIESTA 1912	RAFAEL GONZALEZ 281-748-6693 (owne	PM	SITE FOR MOBILE HOME	pass	
IRONWOOD FOREST 521	CHELSEA 281-202-7155	AM	OCC FOR WATER	fail	Heat source
MAIN ST 704	E&E ELEC - ERIC MORALES 832-876-378:	AM	TCI	pass	
MAIN ST 704	E&E ELEC - ERIC MORALES 832-876-378:	AM	METERLOOP	pass	
MUNSON 1435	DEVERDICE MCCANN 832-919-5951	AM	OCC FOR WATER	fail	commode
THOMPSON 2201 #104	DAVID 832-655-3569	PM	BUS OCC FOR WATER	pass	
VINTER MEADOWS 1334	BIG TEX AC		MECH FINAL	pass	

July 26 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fail	
BRAZOS TRAIL 6419	MTW		PLB FINAL	pass	
BRAZOS TRAIL 6431	MTW		PLB FINAL	pass	
SUGARCANE 6426	MTW		PLB FINAL	pass	
BRAZOS TRAIL 6430	MTW		SHOWER	pass	

### NON-PLUMBING

BRAZOS TRAIL 6418	MERITAGE HOMES - BUSTER		FRAMING	pass	
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## BUILDING REPORT JULY INSPECTIONS

BRAZOS TRAIL 6418	MERITAGE HOMES - BUSTER		BRICK TIE	pass
BRAZOS TRAIL 6419	LANDMARK ELEC	AM	ELEC FINAL	pass
BRAZOS TRAIL 6431	LANDMARK ELEC	AM	ELEC FINAL	pass
BUFFALO BEND 6426	LANDMARK ELEC	AM	ELEC FINAL	pass
DUDLEY ST 1211	BLACK COAST ROOFING	AM	ROOFING	pass
JACKSON 1500 #800	SOKHOM THON 832-461-7135	11AM	BLDG FINAL FOR COO	pass
MAIDEN LN 1600	SAMUEL GARCIA - (832) 431-9974	AM	RESID. OCC.	pass
MANDOLA FARMS 506	JOE SWARTZ		T-POLE	pass
MUNSON 1435	AMIN 832-661-0075	9AM	OCC FOR WATER	pass
RAILWAY 3015	JUSTIN - MERITAGE		BLDG FINAL FOR COO	pass
RAILWAY 3027	JUSTIN - MERITAGE		BLDG FINAL FOR COO	pass
RAILWAY LN 3031	MERITAGE HOMES - RYAN (832) 723-3253		BLDG FINAL FOR COO	pass
SUGARCANE 6418	BUSTER - MERITAGE		BLDG FINAL FOR COO	pass
SUGARCANE 6426	MERITAGE - RYAN		BLDG FINAL FOR COO	pass

July 29 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
FIESTA LN 1912	ROBERT CAMACHO 832-988-5441		PLB GROUND	pass	Sewer line connection
VICTORIA 909	DOUG TURNER PLB - 281-980-9300		PLB FINAL - WATER LINE REPLACEMENT	pass	
VINTER MEADOW 1334	D&E PLB		WATERLINE	pass	
VINTER MEADOW 1334	D&E PLB		FINAL	pass	

### NON-PLUMBING

<b>BRAZOS TRAIL 6354</b>	<b>MERITAGE - RYAN</b>		<b>FRAMING</b>	<b>CANCELLED</b>	
<b>BRAZOS TRAIL 6354</b>	<b>MERITAGE - RYAN</b>		<b>BRICK TIE</b>	<b>CANCELLED</b>	
BRAZOS TRAIL 6407	L & S MECH		MECH FINAL	pass	
BRAZOS TRAIL 6410	RYAN - MERITAGE		INSULATION	pass	
BRAZOS TRAIL 6443	L & S MECH		MECH FINAL	pass	
BRAZOS TRAIL 6446	L & S MECH		MECH FINAL	pass	
MAIN ST 1601 #105	FAHAD 832-922-9124	AM	BUS OCC FOR COO	pass	
MUNSON VALLEY 1307	JOE SWARTZ		ELEC GROUND	pass	
SOUTH FIFTH 608	MY HUYNH 713-560-8823 - PLEASE CALL	11AM	OCC FOR WATER	fail	*2- gfcis * no hot water
SUGARCANE 6446	RYAN - MERITAGE		BLDG FINAL FOR COO	pass	
WILLOW 1708	GABRIELLA 832-235-8052	PM	OCC FOR WATER	pass	

### RIVERPARK WEST

AUBURN CANYON 22319	EDDIE CHAVEZ 832-347-2847 PM		SEWER / GTO	pass
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July 30 2024

City Limits					
Address	Company	a/pm	Type of Inspection	Pass/Fa	Reason for Failure
BRAZOS TRAIL 6415	MTW		FINAL	pass	
BRAZOS TRAIL 6443	MTW		FINAL	pass	
BRAZOS TRAIL 6450	MTW		WATER LINE	pass	
BRAZOS TRAIL 6450	MTW		FINAL	pass	
BUFFALO BEND 6426	MTW		FINAL	pass	
FIESTA 1912	ROBERT 832-988-5441		GAS TEST	pass	
FIESTA 1912	ROBERT 832-988-5441		WATER LINE	pass	

### NON-PLUMBING

BRAZOS TRAIL 6338	LANDMARK	AM	T-POLE	pass
BRAZOS TRAIL 6346	LANDMARK	AM	T-POLE	pass



# City of Richmond

*Where History Meets Opportunity*

**Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

## **Code Enforcement Report**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



# **Code Enforcement**

## **July 2024**

**For  
Mayor Rebecca Haas**

**Commissioners  
Barry Beard  
Alex BeMent  
Carl Drozd  
Terry Gaul**

# CODE ENFORCEMENT JULY REPORT

## **Activity Summary for Code Enforcement**

The Code Compliance Department opened 32 new cases and closed 53 cases. The department closed out in July with 251 open cases. A total of 19 cases are pending with the municipal court. The permits department anticipates going live in October 2024. The next Building and Standards Commission meets on September 3<sup>rd</sup>, 2024, at 5:00 pm.

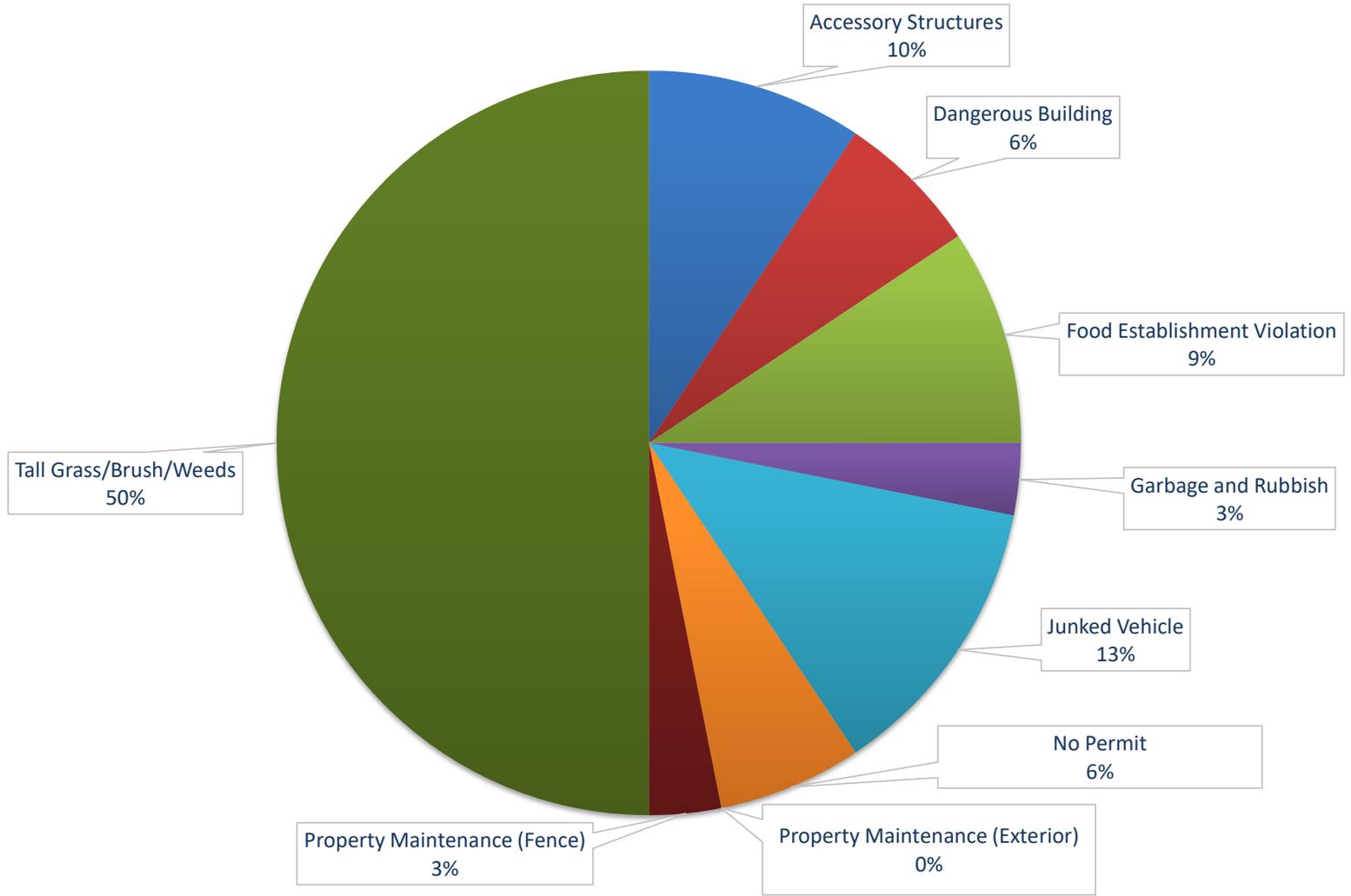
See attached reports:

- New Open Cases
- Dangerous Structures
- Closed Cases
- Municipal Cases
- Total Open
- Health Inspection Report

**CODE ENFORCEMENT  
NEW OPENED CASES  
JULY REPORT**

<b>Project ID</b>	<b>Address</b>	<b>VIOLATIONS</b>	<b>Applied Date</b>
CE-24-236-CV	1002 Chateau PL	Accessory Structures	7/2/2024
CE-24-269-CV	615 Center ST	Accessory Structures	7/24/2024
CE-24-272-CV	2018 Thompson RD	Accessory Structures	7/31/2024
CE-24-249-CV	215 Clark ST	Dangerous Building	7/9/2024
CE-24-237-CV	401 N 10th ST	Dangerous Building	7/2/2024
CE-24-276-CV	611 Jackson ST	Food Establishment Violation	7/31/2024
CE-24-275-CV	1305 Clay RD	Food Establishment Violation	7/31/2024
CE-24-274-CV	1531 FM 359 RD	Food Establishment Violation	7/31/2024
CE-24-273-CV	1800 Mustang AVE	Garbage and Rubbish	7/31/2024
CE-24-239-CV	2012 Long DR	Junked Vehicle	7/3/2024
CE-24-267-CV	815 Fields ST	Junked Vehicle	7/23/2024
CE-24-262-CV	807 Fields	Junked Vehicle	7/23/2024
CE-24-254-CV	410 Riveredge DR	Junked Vehicle	7/15/2024
CE-24-255-CV	1914 George AVE	No Permit	7/16/2024
CE-24-271-CV	1212 FM 2218 RD	No Permit	7/29/2024
CE-24-270-CV	1900 George AVE	Property Maintenance (Fence)	7/26/2024
CE-24-248-CV	1717 Paloma AVE	Tall Grass/Brush/Weeds	7/9/2024
CE-24-258-CV	1308 Yorktown	Tall Grass/Brush/Weeds	7/22/2024
CE-24-256-CV	1101 Long DR	Tall Grass/Brush/Weeds	7/17/2024
CE-24-268-CV	904 Fields ST	Tall Grass/Brush/Weeds	7/23/2024
CE-24-257-CV	603 Fannin St.	Tall Grass/Brush/Weeds	7/22/2024
CE-24-238-CV	109 Riveredge DR	Tall Grass/Brush/Weeds	7/3/2024
CE-24-259-CV	1306 Yorktown ST	Tall Grass/Brush/Weeds	7/22/2024
CE-24-260-CV	610 Fields ST	Tall Grass/Brush/Weeds	7/23/2024
CE-24-261-CV	702 Fields ST	Tall Grass/Brush/Weeds	7/23/2024
CE-24-251-CV	Thompson RD	Tall Grass/Brush/Weeds	7/9/2024
CE-24-266-CV	803 Fields ST	Tall Grass/Brush/Weeds	7/23/2024
CE-24-265-CV	602 Fields ST	Tall Grass/Brush/Weeds	7/23/2024
CE-24-235-CV	Highway 90A	Tall Grass/Brush/Weeds	7/1/2024
CE-24-233-CV	Highway 90A	Tall Grass/Brush/Weeds	7/1/2024
CE-24-232-CV	Highway 90A	Tall Grass/Brush/Weeds	7/1/2024
CE-24-252-CV	302 Damon ST	Tall Grass/Brush/Weeds	7/11/2024

### CODE ENFORCEMENT JULY OPENED CASES



- Accessory Structures
- Dangerous Building
- Food Establishment Violation
- Garbage and Rubbish
- Junked Vehicle
- No Permit
- Property Maintenance (Exterior)
- Property Maintenance (Fence)
- Tall Grass/Brush/Weeds
-

**CODE ENFORCEMENT  
DANGEROUS STRUCTURES  
JULY REPORT**

<b>Case #</b>	<b>Case Date</b>	<b>Address of Violation</b>	<b>Description of Violation</b>
20220188	4/21/2022	209 Calhoun St	Dangerous Structure
20220240	6/1/2022	1205 Preston St	Dangerous Structure
20220450	8/12/2022	304 Riveredge DR	Dangerous Structure
20220620	10/27/2022	215 Clark St	Dangerous Structure
20220680	12/29/2022	1717 Paloma Ave	Dangerous Structure
20230158	3/22/2023	308 Riveredge Dr	Dangerous Structure
20230157	3/22/2023	312 Riveredge Dr	Dangerous Structure
20230379	6/29/2023	816 Mabel St	Dangerous Structure
20230474	8/25/2023	336 Rocky Falls PKWY, SPC #42,	Dangerous Structure

**CODE ENFORCEMENT  
CLOSED CASES  
JULY REPORT**

<b>DATE</b>	<b>REPORT NUMBER</b>	<b>ADDRESS</b>	<b>VIOLATION</b>
7/23/2024	CE-24-264-CV	Fields ST	Inoperable motor vehicle stored on a trailer on a vacant lot.
7/23/2024	CE-24-263-CV	802 Fields ST	Occupied property with open storage of rubbish in front porch area and in the driveway. Also there a (...)
7/9/2024	CE-24-250-CV	1101 Long DR	V/L AT CORNER OF THOMPSON RD @ LONG ST. HAS HIGH WEEDS.
7/3/2024	CE-24-247-CV	402 Burnet ST	HIGH WEEDS, BRUSH
7/3/2024	CE-24-246-CV	400 Burnet ST	HIGH WEEDS, BRUSH
7/3/2024	CE-24-245-CV	1905 Dowling DR	DETENTION POND BEHIND 2004 TANGLELANE ST. IS NOT DRAINING
7/3/2024	CE-24-244-CV	206 S 2nd ST	TREE DEBRIS
7/3/2024	20220631	202 Morton ST	Property Maintenance (Exterior)
7/3/2024	20220627	309 Morton ST	Property Maintenance (Exterior)
7/3/2024	CE-24-243-CV	108 Morton ST	TREE DEBRIS
7/3/2024	CE-24-242-CV	706 Greenwood	HIGH WEEDS
7/3/2024	CE-24-240-CV	1701 Willow	High weeds
7/3/2024	CE-24-234-CV	Highway 90A	Weeds
7/3/2024	20230412	1302 Jenny	Garbage and Rubbish
7/1/2024	20230447	1001 N 10th ST	Property Maintenance (Exterior)
6/27/2024	20230464	1704 Laurel Oaks DR	Trees, Weeds, Rubbish
6/26/2024	CE-24-224-CV	Maiden LN	V/L WEEDS
6/24/2024	CE-24-171-CV	2000 Dowling DR	dead and diseased trees causing a safety concern on vacant property
6/18/2024	CE-24-241-CV	1701 Willow DR	High weeds
6/17/2024	CE-24-166-CV	2015 Lamar Dr	Occupied property with high weeds.
6/17/2024	CE-24-240-CV	1701 Willow	High weeds
6/17/2024	CE-24-187-CV	105 Riveredge DR.	Property has high weeds, and pile of tree limbs stored on property.
6/17/2024	CE-24-202-CV	1116C Edgewood	WEEDS
6/13/2024	CE-24-201-CV	1329 Edgewood DR	WEEDS, RUBBISH
6/12/2024	CE-24-215-CV	721 Lettie ST	WEEDS
6/12/2024	CE-24-150-CV	908-910 S 3RD ST.	HIGH WEEDS
6/11/2024	CE-24-230-CV	1705 W Laurel Oaks DR	WEEDS, RUBBISH
6/5/2024	CE-24-197-CV	1322 Newlin Dr.	HEAVY TRASH, TREE DEBRIS
5/28/2024	CE-24-247-CV	402 Burnet ST	HIGH WEEDS, BRUSH
5/21/2024	CE-24-159-CV	400 Burnet ST	HIGH WEEDS
5/21/2024	CE-24-238-CV	109 Riveredge DR	HIGH WEEDS, PILE OF TREE DEBRIS AT CURBLINE.

**CODE ENFORCEMENT  
CLOSED CASES  
JULY REPORT**

<b>DATE</b>	<b>REPORT NUMBER</b>	<b>ADDRESS</b>	<b>VIOLATION</b>
8/22/2023	CE-24-176-CV	1704 Hawthorn DR	Inoperable motor vehicle stored on occupied property.
8/3/2023	CE-24-206-CV	410 Riveredge DR	HIGH WEEDS
7/17/2023	CE-24-204-CV	110 Damon ST	WEEDS
11/14/2022	CE-24-185-CV	106-108 Riveredge DR	Vacant property has high weeds and brush.
11/10/2022	CE-24-191-CV	207 Riveredge DR.	Occupied property with high weeds, debris, and tree stumps stored in front of property.
11/10/2022	20220628	314 Morton ST	Property Maintenance (Exterior)
11/10/2022	20220262	609 Pultar RD, REAR	Trees, Weeds, Rubbish
11/9/2022	20220625	315 Morton ST	Property Maintenance (Exterior)
11/9/2022	20220260	1810 Preston ST	Trees, Weeds, Rubbish
11/9/2022	20220608	303 S 2nd ST	Permit Required
11/9/2022	20220591	800 N 10th St	Trees, Weeds, Rubbish
10/20/2022	20220590	823 Collins ST	Trees, Weeds, Rubbish
10/6/2022	20220589	620 N 10th St	Trees, Weeds, Rubbish
10/6/2022	20220515	1007 Ferry ST	Trees, Weeds, Rubbish
10/6/2022	20220513	211 N 10th ST	Trees, Weeds, Rubbish
9/8/2022	20220486	110 N Union ST	Dangerous Structure
9/8/2022	20220052	909 Fields ST	Dangerous Structure
8/24/2022	20220632	206 Morton ST	Property Maintenance (Exterior)
6/13/2022	20220630	300 MORTON ST	Property Maintenance (Exterior)
6/13/2022	20220629	300 Morton St STE 100	Property Maintenance (Exterior)
6/13/2022	20220633	205 Clark ST	Parking
2/9/2022	20220273	207 Clark ST	Parking

**CODE ENFORCEMENT  
MUNICIPAL SUMMONS  
JULY REPORT**

<b>Project ID</b>	<b>Description</b>	<b>Property</b>	<b>Violations</b>	<b>Applied Date</b>
CE-24-179-CV	Municipal Summons	603 Calhoun ST	Vacant property has high weeds.	6/12/2024
CE-24-178-CV	Municipal Summons	101 S 7th ST	Vacant property back side of 600 Morton Street has high weeds.	6/12/2024
CE-24-160-CV	Municipal Summons	Dowling DR	Dangerous Structure , Accessory Structures, Weeds, Drainage easements,	5/21/2024
CE-24-50-CV	Municipal Summons	Highway 90A	High Weeds, Rubbish	2/15/2024
CE-24-8-CV	Municipal Summons	1511 Chestnut LN	Pile of tree limbs on front lawn & h/w on r/s.	1/4/2024
CE-23-40-CV	Municipal Summons	Highway 90A	Land Clearing Permit, Weeds, Tree Removal Permit	12/27/2023
20230453	Municipal Summons	Highway 90A	Trees, Weeds, Rubbish	8/14/2023
20230393	Municipal Summons	2207 S Belmont DR	Accessory Buildings and Structures, Permit	7/11/2023
20230379	Municipal Summons	816 Mabel ST	Dangerous Structure	6/29/2023
20230213	Municipal Summons	1505 Carver AVE	Accessory Buildings and Structures, No Permit	4/6/2023
20230202	Municipal Summons	Preston ST	Trees, Weeds, Rubbish	4/4/2023
20230191	Municipal Summons	1513 Maiden LN	Junked Vehicle	3/27/2023
20230133	Municipal Summons	1312 Jenny Ln SPC #72	Trees, Weeds, Rubbish	3/13/2023
20230089	Municipal Summons	611 Maiden LN	Trees, Weeds, Rubbish	2/28/2023
20230079	Municipal Summons	Douglas ST	Accessory Structures	2/22/2023
20220582	Municipal Summons	1512 Paloma AVE	Trees, Weeds, Rubbish	9/29/2022
20220573	Municipal Summons	615 Center ST	Property Maintenance (Exterior)	9/28/2022
20220463	Municipal Summons	803 Fields ST	Trees, Weeds, Rubbish	8/22/2022

**CODE ENFORCEMENT  
MUNICIPAL SUMMONS  
JULY REPORT**

Citation #	Docket #	Name	Status	Status Date/Time	Offense
CE23-0213	23 002226	GARCIA, DORA A	HP	07/11/2024	ACCESSORY BUILDINGS AND STRUCTURES-ALL USES
CE23-0213	23 002227	GARCIA, DORA A	HP	07/11/2024	PERMIT REQUIRED
CE23-40CV	23 002243	PALLA, PRASANNA & RAGHU	HP	07/11/2024	NUISANCES-WEEDS OR BRUSH
CE23-40CV	23 002241	PALLA, PRASANNA & RAGHU	HP	07/11/2024	PERMITS & PROCEDURES-LAND CLEARING PERMIT
CE23-40CV	23 002242	PALLA, PRASANNA & RAGHU	HP	07/11/2024	PERMITS & PROCEDURES-TREE REMOVAL PERMIT
CE23-0317	23 002238	SUBIALDEA, RAUL	HP	07/11/2024	ACCESSORY BUILDINGS AND STRUCTURES-ALL USES
CE23-0317	23 002239	SUBIALDEA, RAUL	HP	07/11/2024	ACCESSORY BUILDINGS AND STRUCTURES-RESIDENTIAL USES
CE23-0317	23 002234	SUBIALDEA, RAUL	HP	07/11/2024	BUILDING & STRUCTURES STANDARDS-FENCES AND WALLS
CE23-0317	23 002236	SUBIALDEA, RAUL	HP	07/11/2024	NUISANCE-RUBBISH ON PROPERTY
CE23-0317	23 002235	SUBIALDEA, RAUL	HP	07/11/2024	PERMITS & PROCEDURES-FENCE PERMIT
CE23-0317	23 002237	SUBIALDEA, RAUL	HP	07/11/2024	UNSANITARY CONDITIONS-ATTRACT OR HARBORMOSQUITOES, RODENTS, VERMIN, OTHER PESTS
CE23-0079	24000010	THORTON, ROBERT JR ETAL	HP	07/11/2024	FAIL TO MAINTAIN ACCESSORY STRUCTURE(S)
CE23-0079	24000007	THORTON, ROBERT JR ETAL	HP	07/11/2024	NUISANCES-DEAD, DISEASED OR DAMAGED TREE
CE23-0079	24000008	THORTON, ROBERT JR ETAL	HP	07/11/2024	NUISANCES-RUBBISH OR UNSANITARY MATTER
CE23-0079	24000009	THORTON, ROBERT JR ETAL	HP	07/11/2024	NUISANCES-WEEDS OR BRUSH

**CODE ENFORCEMENT  
TOTAL OPEN CASES  
JULY REPORT**

<b>Project ID</b>	<b>Address</b>	<b>VIOLATIONS</b>	<b>Applied Date</b>
CE-24-276-CV	611 Jackson ST	Expired Food License	7/31/2024
CE-24-275-CV	1305 Clay RD	Expired Food License	7/31/2024
CE-24-274-CV	1531 FM 359 RD	Expired Food License	7/31/2024
CE-24-273-CV	1800 Mustang AVE	Trash, Rubbish	7/31/2024
CE-24-272-CV	2018 Thompson RD	Accessory Structures, Swimming Pools, Exterior Property Maintenance	7/31/2024
CE-24-271-CV	1212 FM 2218 RD	No permit	7/29/2024
CE-24-270-CV	1900 George AVE	Fence and Walls	7/26/2024
CE-24-269-CV	615 Center ST	No permit	7/24/2024
CE-24-268-CV	904 Fields ST	Trees, Weeds, Rubbish	7/23/2024
CE-24-267-CV	815 Fields ST	Junk motor vehicle, rubbish	7/23/2024
CE-24-266-CV	803 Fields ST	Trees, Weeds, Rubbish	7/23/2024
CE-24-265-CV	602 Fields ST	Trees, Weeds, Rubbish	7/23/2024
CE-24-262-CV	807 Fields	Trees, Weeds, Rubbish	7/23/2024
CE-24-261-CV	702 Fields ST	Trees, Weeds, Rubbish	7/23/2024
CE-24-260-CV	610 Fields ST	Trees, Weeds, Rubbish	7/23/2024
CE-24-259-CV	1306 Yorktown ST	Trees, Weeds, Rubbish	7/22/2024
CE-24-258-CV	1308 Yorktown	Trees, Weeds, Rubbish	7/22/2024
CE-24-257-CV	603 Fannin St.	High Weeds, Accessory Structure	7/22/2024
CE-24-256-CV	1101 Long DR	Commercial vacant lot has high weeds.	7/17/2024
CE-24-255-CV	1914 George AVE	No permit	7/16/2024
CE-24-254-CV	410 Riveredge DR	Junk motor vehicle	7/15/2024
CE-24-253-CV	410 Collins RD	Trees, Weeds, Rubbish	7/12/2024
CE-24-252-CV	302 Damon ST	Fence and Walls	7/11/2024
CE-24-251-CV	Thompson RD	Trees, Weeds, Rubbish	7/9/2024
CE-24-249-CV	215 Clark ST	Dangerous Structure	7/9/2024
CE-24-248-CV	1717 Paloma AVE	Dangerous Structure	7/9/2024
CE-24-239-CV	2012 Long DR	Junk motor vehicle	7/3/2024
CE-24-237-CV	401 N 10th ST	Dangerous Building	7/2/2024
CE-24-236-CV	1002 Chateau PL	Accessory Structures, No permit	7/2/2024
CE-24-235-CV	Highway 90A	Trees, Weeds, Rubbish	7/1/2024
CE-24-233-CV	Highway 90A	Trees, Weeds, Rubbish	7/1/2024
CE-24-232-CV	Highway 90A	Trees, Weeds, Rubbish	7/1/2024
CE-24-231-CV	900 Hillcrest DR	Trees, Weeds, Rubbish	6/28/2024
CE-24-227-CV	1006 Hillcrest DR	Trees, Weeds, Rubbish	6/27/2024
CE-24-225-CV	1824 Laurel Oaks DR	Trees, Weeds, Rubbish	6/26/2024
CE-24-223-CV	Irvin ST	Trees, Weeds, Rubbish	6/26/2024
CE-24-222-CV	Maiden Ln.	Trees, Weeds, Rubbish	6/26/2024
CE-24-221-CV	1005 Maiden LN	Trees, Weeds, Rubbish	6/26/2024
CE-24-220-CV	228 Collins RD	No permit	6/25/2024
CE-24-219-CV	Thompson RD	Trees, Weeds, Rubbish	6/25/2024
CE-24-218-CV	1706 Magnolia LN	High weeds	6/25/2024
CE-24-216-CV	Maiden Ln	Trees, Weeds, Rubbish	6/24/2024
CE-24-214-CV	204 Douglas ST	Certificate of Occupancy	6/21/2024
CE-24-213-CV	401 Burnet ST	Trees, Weeds, Rubbish	6/20/2024

**CODE ENFORCEMENT  
TOTAL OPEN CASES  
JULY REPORT**

<b>Project ID</b>	<b>Address</b>	<b>VIOLATIONS</b>	<b>Applied Date</b>
CE-24-212-CV	1208 Fair Oaks DR	Trees, Weeds, Rubbish	6/20/2024
CE-24-211-CV	1105 Goliad AVE	High weeds	6/18/2024
CE-24-210-CV	315 Preston ST	Trees, Weeds, Rubbish	6/18/2024
CE-24-209-CV	602 Crawford CIR	Trees, Weeds, Rubbish	6/18/2024
CE-24-200-CV	1401 Edgewood DR	Trees, Weeds, Rubbish	6/17/2024
CE-24-199-CV	1407 Edgewood DR	Trees, Weeds, Rubbish	6/17/2024
CE-24-198-CV	602 Crawford CIR	Trees, Weeds, Rubbish	6/17/2024
CE-24-196-CV	1310 Newlin DR	Trees, Weeds, Rubbish	6/17/2024
CE-24-195-CV	309 Mellon ST	Junk motor vehicle	6/14/2024
CE-24-194-CV	Mellon ST	Trees, Weeds, Rubbish	6/14/2024
CE-24-193-CV	816 Leonard AVE.	Dangerous building, Trees, Weeds, Rubbish	6/13/2024
CE-24-190-CV	1605 Carver Ave	Trees, Weeds, Rubbish	6/13/2024
CE-24-189-CV	206 Riveredge DR.	JMV, Trees, Weeds, Rubbish	6/13/2024
CE-24-188-CV	1609 Carver AVE	Protective Treatments, Exterior Walls, Glazing, Rubbish, Weeds	6/13/2024
CE-24-186-CV	312 Mellon	No Permit	6/12/2024
CE-24-184-CV	1621 George AVE	Dangerous Structure, Graffiti, Address Identification, Exterior Walls	6/12/2024
CE-24-183-CV	1612 George AVE	Fences and Walls, Trees, Weeds, Rubbish	6/12/2024
CE-24-182-CV	1610 Branch AVE	No permit	6/12/2024
CE-24-181-CV	1610 George AVE	Dangerous Structure	6/12/2024
CE-24-180-CV	104 S 6th ST	Vacant property with high weeds.	6/12/2024
CE-24-177-CV	1816 Rocky Falls RD	Dangerous Structures, Weeds, Trees	6/11/2024
CE-24-175-CV	1008 S 6th ST	Vacant lot with high weeds.	6/10/2024
CE-24-174-CV	203 Wheaton ST.	Junk motor vehicle	6/10/2024
CE-24-173-CV	215 Wheaton ST	Weeds	6/10/2024
CE-24-170-CV	2001 Briarlane DR	Fence Permit	6/4/2024
CE-24-168-CV	609 Newton DR	Trees, Weeds, Rubbish	6/3/2024
CE-24-167-CV	1506 Hawthorn DR	No permit	6/3/2024
CE-24-165-CV	1702 Mulberry DR	HIGH WEEDS, JUNK MOTOR VEHICLE	5/28/2024
CE-24-164-CV	1101 3rd ST	Trees, Weeds, Rubbish	5/21/2024
CE-24-163-CV	1101 3rd ST	Trees, Weeds, Rubbish	5/21/2024
CE-24-162-CV	1106A S 3rd ST	Trees, Weeds, Rubbish	5/21/2024
CE-24-161-CV	1104 S 3rd ST	Trees, Weeds, Rubbish	5/21/2024
CE-24-156-CV	413 Burnet ST	RUBBISH	5/21/2024
CE-24-155-CV	509 Burnet ST	WEEDS	5/21/2024
CE-24-153-CV	1008 S 6th ST	TRASH AND RUBBISH	5/21/2024
CE-24-152-CV	407 Fannin ST	HIGH WEEDS	5/21/2024
CE-24-149-CV	902 RICHMOND PKWY	HIGH WEEDS	5/21/2024
CE-24-147-CV	RICHMOND PKWY	HIGH WEEDS	5/21/2024
CE-24-146-CV	RICHMOND PKWY	HIGH WEEDS	5/21/2024
CE-24-144-CV	902 RICHMOND PKWY	HIGH WEEDS	5/20/2024

**CODE ENFORCEMENT  
TOTAL OPEN CASES  
JULY REPORT**

<b>Project ID</b>	<b>Address</b>	<b>VIOLATIONS</b>	<b>Applied Date</b>
CE-24-141-CV	1008 S 6th ST	TRASH, RUBBISH	5/20/2024
CE-24-140-CV	606 Fannin ST	HIGH WEEDS	5/20/2024
CE-24-139-CV	1003 S. 7th	RUBBISH, HIGH WEEDS	5/20/2024
CE-24-138-CV	903 S 7th ST	Trash and rubbish	5/20/2024
CE-24-137-CV	1205 Goliad Ave	Weeds, Rubbish	5/20/2024
CE-24-136-CV	607 Fannin	DANGEROUS BUILDING, HIGH WEEDS, TRASH, RUBBISH	5/20/2024
CE-24-135-CV	211 Richmond PKWY	Weeds, Exterior Property Maintenance	5/20/2024
CE-24-134-CV	907 S 6th ST	HIGH WEEDS	5/20/2024
CE-24-133-CV	911 S 6th ST	WEEDS,RUBBISH	5/20/2024
CE-24-131-CV	500 Fannin ST	RUBBISH,WEEDS	5/20/2024
CE-24-130-CV	411 Fannin ST	TRASH, RUBBISH, OPEN STORAGE	5/20/2024
CE-24-126-CV	308 Fannin ST	Junk motor vehicle	5/20/2024
CE-24-125-CV	908-910 S 3rd ST	High weeds	5/20/2024
CE-24-124-CV	910 third	High weeds	5/20/2024
CE-24-123-CV	211 Austin	EXTERIOR PROPERTY MAINTENANCE	5/20/2024
CE-24-122-CV	503 Austin ST	HIGH WEEDS	5/20/2024
CE-24-121-CV	405 Austin ST	Trees, Weeds, Rubbish	5/20/2024
CE-24-117-CV	904 S 3rd ST	No Permit	5/15/2024
CE-24-115-CV	102 N 10th ST	Trees, Weeds, Rubbish	4/30/2024
CE-24-114-CV	1125 FM 359 RD	HEALTH VIOLATION	4/24/2024
CE-24-113-CV	1212 Austin St	Permits	4/23/2024
CE-24-112-CV	405 S Union ST	Rubbish	4/18/2024
CE-24-111-CV	Collins RD	Rubbish	4/17/2024
CE-24-110-CV	112 Collins RD	Rubbish	4/17/2024
CE-24-109-CV	1709 George AVE	No permit	4/15/2024
CE-24-108-CV	1717 George AVE	RUBBISH	4/15/2024
CE-24-107-CV	1001 S 7th ST	Dangerous Building	4/15/2024
CE-24-106-CV	609 Front ST	Accessory Structures, Junk motor vehicles, rubbish	4/11/2024
CE-24-105-CV	609 Front ST	Interior Property Maintenance, Exterior Property Maintenance	4/11/2024
CE-24-104-CV	609 Center ST	Swimming Pool Violation, Rubbish, Weeds	4/10/2024
CE-24-103-CV	314 Mellon ST	Dangerous Structure	4/9/2024
CE-24-102-CV	1609 Branch AVE	Fence Permit	4/8/2024
CE-24-101-CV	1103 Trenton ST	Fence Permit	4/5/2024
CE-24-100-CV	801 Morton ST	Fence Permit	4/5/2024
CE-24-99-CV	1107 Goliad AVE	Fence Permit	4/5/2024
CE-24-98-CV	1202 Trenton ST	Fence Permit, Rubbish	4/5/2024
CE-24-97-CV	1115 Fair Oaks Dr	Fence Permit	4/4/2024
CE-24-95-CV	1106 Winchester DR	Trash, Rubbish	4/3/2024
CE-24-92-CV	2009 Fiesta LN #14 14	Fence Permit	3/27/2024
CE-24-90-CV	Calhoun ST	Weeds, Rubbish	3/25/2024
CE-24-89-CV	204 Douglas ST	Junk motor vehicle, weeds	3/25/2024

**CODE ENFORCEMENT  
TOTAL OPEN CASES  
JULY REPORT**

<b>Project ID</b>	<b>Address</b>	<b>VIOLATIONS</b>	<b>Applied Date</b>
CE-24-88-CV	204 Douglas ST	Dangerous Structures, Exterior Walls, Weeds, Drainage Easement, Permits	3/25/2024
CE-24-87-CV	1111 Lydia ST	Dangerous Structure	3/25/2024
CE-24-86-CV	818 Mabel ST	Weeds, Rubbish	3/22/2024
CE-24-85-CV	215 Rochelle ST	Weeds, Drainage	3/22/2024
CE-24-84-CV	1124 Courtney DR	Accessory Structures, No permit	3/19/2024
CE-24-82-CV	1012 Powell ST	High weeds, drainage, fence and walls	3/19/2024
CE-24-81-CV	1102 Leonard AVE	Rubbish, Receptacles	3/19/2024
CE-24-80-CV	208 Collins RD	Exterior property maintenance	3/19/2024
CE-24-79-CV	1017 Winston DR	Fence Permit, Fences and Walls	3/19/2024
CE-24-78-CV	1502 Lamar DR	Fence Permit	3/19/2024
CE-24-77-CV	1504 Lamar DR	Fence Permit	3/19/2024
CE-24-76-CV	1506 Lamar DR	Fence Permit, Weeds	3/18/2024
CE-24-73-CV	1406 Preston ST	Rubbish, Weeds, Drainage	3/12/2024
CE-24-72-CV	206 Collins RD	Dangerous Structures, Accessory Structure	3/12/2024
CE-24-69-CV	1012 Powell ST	Rubbish, Public Nuisance, Weeds, Parking	3/7/2024
CE-24-68-CV	1016 Powell ST	EXTERIOR PROPERTY MAINTENANCE	3/7/2024
CE-24-67-CV	1109 Fair Oaks DR	Rubbish, Accessory structure	2/21/2024
CE-24-66-CV	1305 Trenton St	JMV, Motor Vehicles	2/21/2024
CE-24-64-CV	1107 Alamo AVE	Rubbish	2/21/2024
CE-24-63-CV	811 Lettie ST	Rubbish, Weeds, Fences and Walls, Fence Permit	2/21/2024
CE-24-61-CV	2217 S Belmont DR	Rubbish.	2/19/2024
CE-24-60-CV	1303 Alamo AVE	Rubbish, Fence and walls	2/19/2024
CE-24-58-CV	1101 Alamo AVE	Rubbish	2/19/2024
CE-24-57-CV	1106 San Jacinto Ave	Rubbish	2/19/2024
CE-24-55-CV	1202 San Jacinto AVE	Rubbish	2/19/2024
CE-24-54-CV	1208 San Jacinto AVE	Motor Vehicles, Parking, Rubbish	2/19/2024
CE-24-52-CV	1100 San Jacinto AVE	JMV, Motor Vehicles, Rubbish	2/19/2024
CE-24-51-CV	1716 Branch AVE	Rubbish	2/15/2024
CE-24-48-CV	1504-1600 George AVE	Rubbish	2/14/2024
CE-24-47-CV	2014 Gammon ST	Accessory structure	2/14/2024
CE-24-45-CV	715 Maiden LN	Weeds, Rubbish	2/14/2024
CE-24-44-CV	1505 Carver AVE	Open Storage of Rubbish, Home Business	2/13/2024
CE-24-43-CV	803 Collins ST	Rubbish	2/12/2024
CE-24-42-CV	1502 Center ST	Open Storage of Rubbish	2/9/2024
CE-24-41-CV	1208 Trenton ST	Accessory Structures, No permit, Junked motor Vehicle, Rubbish, Weeds	2/9/2024
CE-24-40-CV	703 Newton DR	Dangerous Building	2/7/2024
CE-24-39-CV	1209 Winston Dr	No permit	2/5/2024

**CODE ENFORCEMENT  
TOTAL OPEN CASES  
JULY REPORT**

<b>Project ID</b>	<b>Address</b>	<b>VIOLATIONS</b>	<b>Applied Date</b>
CE-24-38-CV	1207 Elm St	No Permit	2/5/2024
CE-24-36-CV	1513 chestnut	Rubbish	2/5/2024
CE-24-35-CV	1503 Austin St	Jmv, Rubbish	2/1/2024
CE-24-34-CV	305 Rochelle ST	Rubbish	1/30/2024
CE-24-33-CV	301 Rochelle ST	No permit, rubbish	1/30/2024
CE-24-32-CV	2103 Dowling DR	Rubbish	1/29/2024
CE-24-31-CV	1617 Paloma AVE	JMV, Motor Vehicles, Rubbish, No Permit	1/29/2024
CE-24-30-CV	1613 Paloma AVE	Accessory Structures	1/26/2024
CE-24-29-CV	1613 Paloma AVE	Driveways, Fences and Walls	1/26/2024
CE-24-28-CV	1605 Branch AVE	Accessory Structures, y, Exterior Property Maintenance, Fence Permit, Junk Motor Vehicles	1/26/2024
CE-24-27-CV	901 Winston DR	Accessory Structures, Junked Vehicle, Motor Vehicles, Weeds	1/24/2024
CE-24-26-CV	1100 Travis ST	Accessory Structures, Rubbish, Fence Permit	1/23/2024
CE-24-23-CV	1605 Paloma AVE	Drainage Easement, Vacant Structures and Land, Weeds	1/11/2024
CE-24-22-CV	1800 FM 1640	Exterior Property Maintenance, Electrical	1/11/2024
CE-24-21-CV	Highway 90A	Rubbish, Weeds	1/11/2024
CE-24-17-CV	N 8th ST	Drainage, weeds, rubbish	1/8/2024
CE-24-16-CV	500 N 8th ST	Drainage Easements, Trees, Weeds	1/8/2024
CE-24-13-CV	816 Mabel ST	Unoccupied dwelling not registered as residential rental.	1/8/2024
CE-24-9-CV	1500 Holly CIR	Junk motor vehicle, rubbish	1/4/2024
CE-24-7-CV	2015 Lamar DR	EXTERIOR PROPERTY MAINTENANCE	1/3/2024
CE-23-37-CV	1505 Maiden LN	No permit	12/19/2023
CE-23-36-CV	819 Collins ST	Dangerous Building, No Permit, Weeds, Rubbish, Address Identification,	12/18/2023
CE-23-35-CV	202 Jane Long LN	Exterior property maintenance, Glazing, Junk Motor Vehicles, Drainage,	12/5/2023
CE-23-32-CV	107 S 3rd ST	No permit	12/4/2023
CE-23-30-CV	215 Rochelle ST	No permit	11/30/2023
CE-23-26-CV	209 Clark ST	No permit	9/21/2023
CE-23-23-CV	908-910 S 3rd ST	Fence and Walls	9/20/2023
CE-23-22-CV	311 S 11th ST	Sign violation	9/19/2023
CE-23-21-CV	1305 Elm ST	Trash	9/18/2023
CE-23-18-CV	1509 Chestnut Ln	Chopped wood and branches being stored on the front lawn.	9/15/2023
CE-23-16-CV	1500 Jenny Ln	Rubbish	9/13/2023
20230475	1810 Preston ST	Weeds, Rubbish	8/25/2023

**CODE ENFORCEMENT  
TOTAL OPEN CASES  
JULY REPORT**

<b>Project ID</b>	<b>Address</b>	<b>VIOLATIONS</b>	<b>Applied Date</b>
20230474	336 Rocky Falls PKWY, SPC #42	Dangerous Structure, Exterior Walls , Permit	8/25/2023
20230469	304 Grayless ST	Trees, Weeds, Rubbish	8/23/2023
20230463	1710 Laurel Oaks DR	Accessory Structures	8/22/2023
20230458	105 Grayless ST	No Permit	8/21/2023
20230457	1809 Paloma AVE	Weeds, Drainage easements, Accessory Structures, Fence Permit	8/21/2023
20230448	1900 George AVE	Trees, Weeds, Rubbish	8/8/2023
20230431	231 Rochelle ST	Exterior Walls, Protective Treatments. Means of Egress, Permit	8/2/2023
20230429	231 Rochelle ST	Trees, Weeds, Rubbish	8/2/2023
20230418	311 AUSTIN ST	Junked Vehicle	7/26/2023
20230405	1100 San Jacinto AVE	No Permit	7/17/2023
20230398	20440 Pointe West CIR	No Permit	7/13/2023
20230378	913 N 10th ST	Exterior Property Maintenance	6/29/2023
20230355	302 Damon ST	Interior Property Maintenance	6/22/2023
20230343	140 Collins RD #500	Garbage and Rubbish	6/21/2023
20230340	1205 Preston ST	Garbage and Rubbish	6/21/2023
20230336	1703 Willow DR	Exterior Property Maintenance	6/16/2023
20230327	803 Collins ST	Motor Vehicles, Junked Vehicle,	6/13/2023
20230324	1505 Mistletoe Circle	Trees, Weeds, Rubbish	6/13/2023
20230319	Richmond PKWY	Trees, Weeds, Rubbish	6/12/2023
20230317	1404 Preston ST	Sanitary Drainage System, Rubbish, Parking, No permit, Accessory structure	6/8/2023
20230309	800 Leonard AVE	Address Identification	6/6/2023
20230307	401 N 10th ST	Trees, Weeds, Rubbish	6/5/2023
20230300	502 Burnet ST	JMV, Motor Vehicles, Rubbish, Weeds, Drainage , Parking	6/5/2023
20230297	1307 Jenny Ln # 17	Garbage and Rubbish	6/1/2023
20230260	308 DAMON ST	Exterior Property Maintenance	5/9/2023
20230259	602 Riveredge DR	Exterior Property Maintenance	5/5/2023
20230257	519 Riveredge DR	Dangerous Fence	5/5/2023
20230243	303 S 2nd ST	Exterior Property Maintenance	5/2/2023
20230233	106 Riveredge DR #A1	Exterior Property Maintenance	4/19/2023
20230215	701 Collins ST	No Permit	4/6/2023
20230214	701 Collins ST	No Permit	4/6/2023
20230212	812 Newton DR	Trees, Weeds, Rubbish	4/6/2023
20230211	819 Newton DR	Trees, Weeds, Rubbish	4/6/2023
20230209	212 Collins RD	Trees, Weeds, Rubbish	4/4/2023
20230200	703 Country Club DR	Garbage and Rubbish	4/3/2023
20230176	206 Riveredge DR, REAR	Junked Vehicle	3/24/2023
20230175	Riveredge DR	Trees, Weeds, Rubbish	3/23/2023
20230158	308 Riveredge DR	Dangerous Structure	3/22/2023
20230154	304 Riveredge DR	Trees, Weeds, Rubbish	3/21/2023

**CODE ENFORCEMENT  
TOTAL OPEN CASES  
JULY REPORT**

<b>Project ID</b>	<b>Address</b>	<b>VIOLATIONS</b>	<b>Applied Date</b>
20230153	306 Riveredge DR	Trees, Weeds, Rubbish	3/21/2023
20230142	1314 Dudley ST	Trees, Weeds, Rubbish	3/21/2023
20230115	300 Morton ST	Exterior Property Maintenance	3/6/2023
20230081	2116 Gammon ST #24	Accessory Structures	2/22/2023
20230064	Collins RD	Trees, Weeds, Rubbish	2/15/2023
20230061	1110 Clay ST	Trees, Weeds, Rubbish	2/15/2023
20230059	812 N Center ST	Trees, Weeds, Rubbish	2/15/2023
20230056	Ferry ST	Trees, Weeds, Rubbish	2/15/2023
20230017	1212 FM 2218 RD	Sign Violations	1/23/2023
20230012	514 Riveredge DR	Accessory Structures	1/13/2023
20220680	1717 Paloma AVE	Dangerous Structure	12/29/2022
20220628	314 Morton ST	Exterior Property Maintenance	11/9/2022
20220626	301 Morton ST	Exterior Property Maintenance	11/9/2022
20220574	808 Lettie ST	Trees, Weeds, Rubbish	9/28/2022
20220450	304 Riveredge DR	Dangerous Structure	8/12/2022
20220378	1600 Rocky Falls RD	Dangerous Structure	7/20/2022
20220240	1205 Preston ST	Dangerous Structure	6/1/2022
20220188	209 Calhoun ST	Dangerous Structure	4/21/2022

**CODE ENFORCEMENT  
HEALTH INSPECTION REPORT  
JULY REPORT**

For the month of July, no health inspections were conducted.



# City of Richmond

*Where History Meets Opportunity*

**Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

## **Emergency Management Report**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*

## City of Richmond OEM Monthly Report – July 2024

Mayor and Commissioners,

The month of July was a busy month for the Office of Emergency Management. I stayed busy working on several on-going tasks.

### Processes and systems being monitored by the Office of Emergency Management

#### Activities:

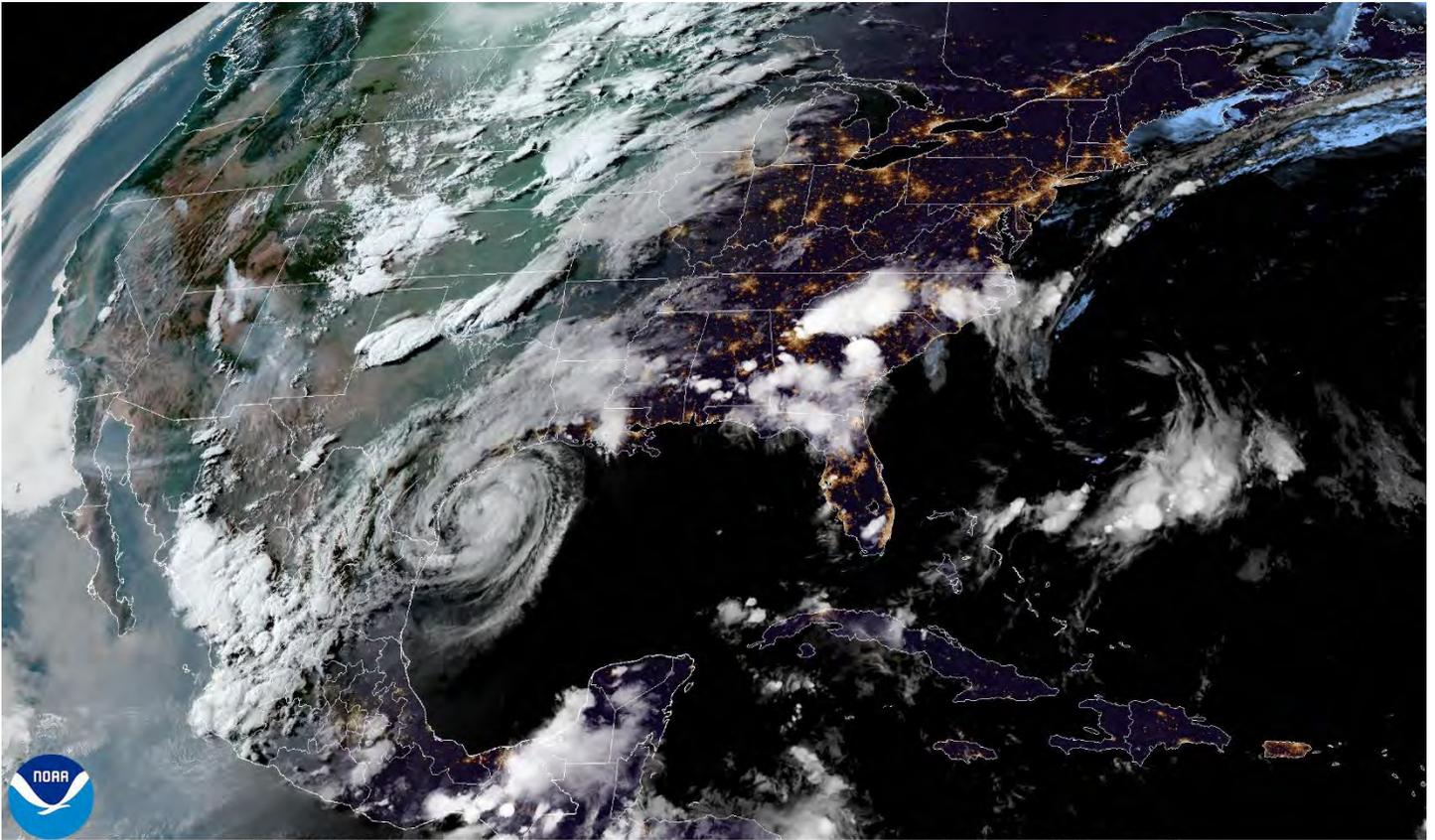
- Continued to get City employees up to date on the ICS courses required by the City.
- Completed Event Action Plans for City functions and other events within the City. After Action Reports were also completed for these events.
- Attended many jurisdictional update calls.
- Attended many debris management calls.
- Attended many weather calls in reference to Hurricane Beryl.
- Monitored Hurricane Beryl throughout each day to stay informed of the changing projected track.
- Kept staff informed of the changing track of Hurricane Beryl.
- Confirmed with staff that storm prep had been completed when impact by Hurricane Beryl was undeniable.
- The Emergency Operations Center was activated and staffed on Sunday prior to the landfall of Hurricane Beryl. Employees from other departments were also called in to be ready to respond to any issues that came with the incoming hurricane.
- During the event, the EOC coordinated with City staff and Fort Bend County EOC to keep major roadways open and acquire needed equipment.
- Following the event, the OEM began coordinating debris removal plans with Fort Bend County due to being part of their debris removal plan.
- Drove the City many times checking on debris removal progress.
- Coordinated with staff to get damage assessments of City infrastructure completed.
- Assisted staff with getting paperwork completed for submittal to FEMA.

#### Summary:

I stayed busy with virtual meetings, conference calls and the above-listed tasks. The City had its first direct impact from a hurricane in many years on July 8th. Hurricane Beryl made landfall around 0400 and made its way up the Texas coast. The eye of Hurricane Beryl passed over the Richmond area around 1000 and moved north of our area by 1200 leaving a severe amount of damage behind. City staff worked quickly to assess our damage and begin repairs. With the exception of the loss of power and many large trees being brought down, the City fared well with not one reported injury during this storm. City staff will continue to work on recovery efforts for as long as needed. We will also be watching for any other storms that may head our way. Below is a couple pictures of Hurricane Beryl.

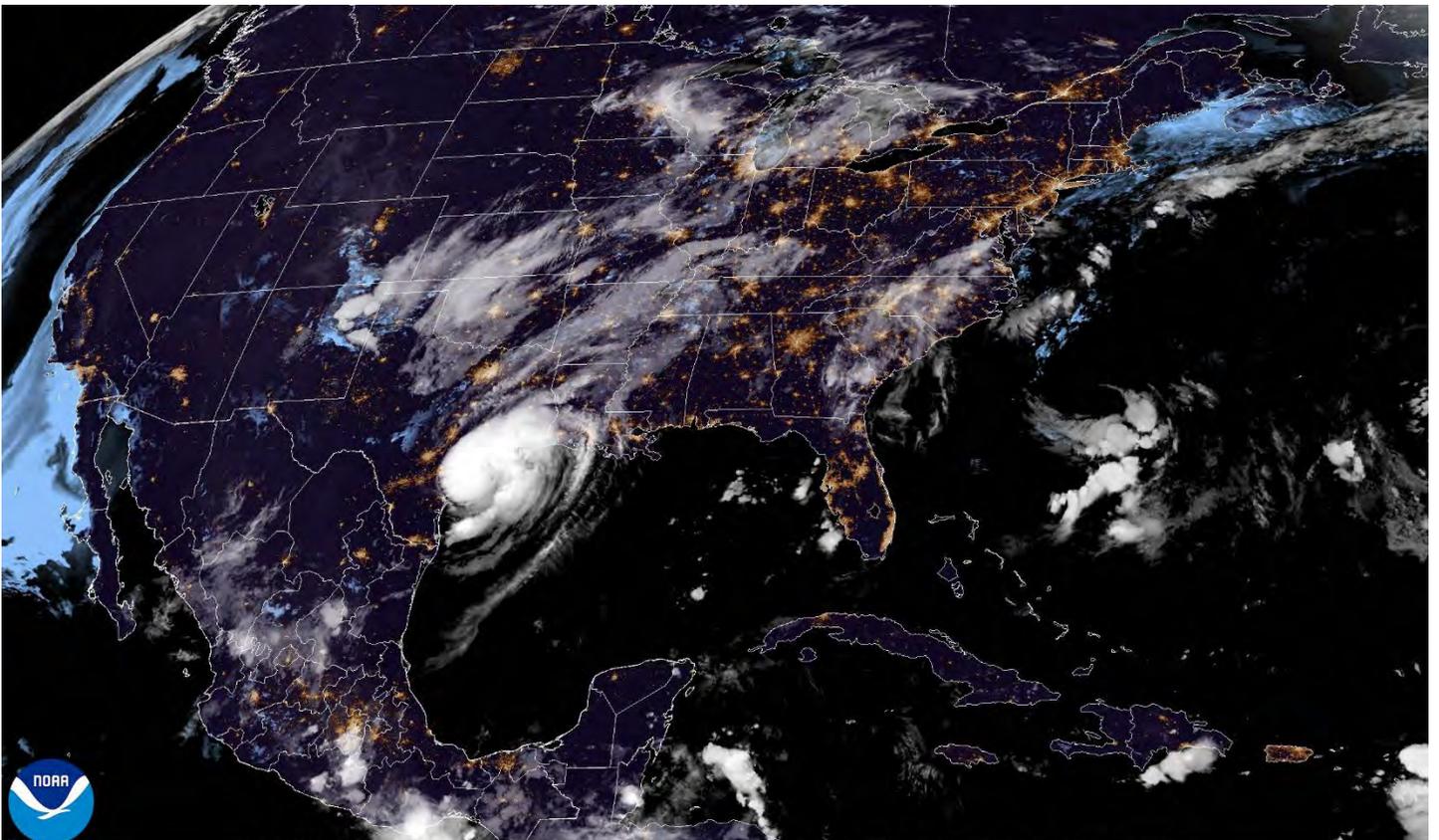
Prepared by: Robert Oliver

## Four hours prior to landfall



08 Jul 2024 00:26Z - NOAA/NESDIS/STAR GOES-East - GEOCOLOR Composite - Day(0.47 um - blue, 0.64 um - red, and 0.86 um - near IR)

## Landfall



08 Jul 2024 09:01Z - NOAA/NESDIS/STAR GOES-East - GEOCOLOR Composite - Day(0.47 um - blue, 0.64 um - red, and 0.86 um - near IR)



# City of Richmond

*Where History Meets Opportunity*

**Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

## **Development Corporation of Richmond Report**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



Report Provided By: Jerry W. Jones Jr.  
July 2024

## DCR's Mission and Strategic Priorities

### Marketing and Familiarization Tour discussions with County EDC, other EDCs and Chambers

Our department has been actively engaged in collaborative discussions with the Fort Bend County Economic Development Corporation (EDC), other regional EDCs, and Chambers of Commerce to develop a comprehensive Familiarization Tour itinerary. Monthly meetings have been held to align schedules and identify opportunities for joint promotion. As of July 1st, a preliminary schedule for the 2024 Fort Bend County Familiarization Tour has been finalized.

### Meeting with Corey Becerra

On July 18th, a meeting was held with Corey Becerra, a successful local youth entrepreneur who was previously a mentee of the department under Jerry's mentorship. Mr. Becerra sought guidance on business sale strategies for his successful business, The Loco Snow Cones, as he prepares to attend college in Florida. Given the timing of the meeting, which coincided with the final day of the RYPE program, Mr. Becerra graciously agreed to share his entrepreneurial insights with our youth participants during our pitch day event via a pre-recorded video. This provided invaluable mentorship and inspiration to the next generation of local youth business owners.

### Toured Small Businesses to get an idea of any possible damage

**Overall Impact:** While many businesses in Richmond experienced minimal disruptions from Hurricane Beryl, a significant portion faced challenges, primarily related to power outages and subsequent food spoilage.

### Key Findings:

- **Power Outages:** A common issue, leading to business closures ranging from 1 to 4 days.
- **Food Loss:** Businesses without power experienced significant food spoilage, resulting in financial losses.
- **Reduced Customer Traffic:** Some businesses reported a decline in customers, potentially due to ongoing recovery efforts or consumer hesitancy.
- **Operational Challenges:** Issues like AC failures and landlord disputes have impacted business operations and customer comfort.
- **Limited Assistance Needs:** While some businesses expressed gratitude for the offered assistance, others indicated they did not require federal support.

### TIP Strategies Kickoff Meeting

On July 25, Develop Richmond staff conducted an introductory Zoom meeting with Luke Shuffield and Jeff Marcell of TIP Strategies. The 45-minute call served to establish initial rapport and lay the groundwork for subsequent planning efforts and getting to know the team.

### CivicBrand and Richmond TX

CivicBrand was selected to create our marketing plan for the city and the DCR. DCR staff continues to work as Terri and Ryan work to begin this project's planning and discovery phase. CivicBrand requested stakeholder committee members. . Ideally this would be a group of between 6 - 12 people that would be available for about 4 virtual meetings with us and 1 in-person meeting. We always like for them to be as representative of the community as possible, so it is great to have a young person, a small business owner, someone from a larger employer, someone relatively new to the community, someone who has been there a long time, and ideally from different neighborhoods versus all being the same age and same neighborhood.

### Youth Entrepreneurial Summer Camp Program

RYPE is a new initiative designed to equip young people in Richmond with the skills and knowledge they need to launch and grow their businesses. The program runs from July 8th to 19th, with two-hour sessions from 3 pm. to 5 pm. on the first nine days. Our local small business professionals will provide participants with a comprehensive curriculum covering business ideation, market research, financial planning, marketing, and sales.

We have 15 students confirmed to participate in this initiative. Upon the initiative's completion, we will assess the program and share what we discover.

## **Business Retention and Recruitment**

### Develop Richmond's Visitor Guide

On August 6th, Develop Richmond staff met with Liz Hamm of Be Local to finalize the content for the visitor's guide. This included confirming the finalized listings for boutiques, shops, parks, and local events. Additionally, we discussed incorporating new businesses and selecting a final cover image.

### Meeting w/Jalal-American Ismaili Chamber of Commerce

Mr. Jalal Rasiyani, Associate Director of the AICC, expressed interest in a partnership with Develop Richmond after learning about our RYPE program via LinkedIn. A meeting was held on July 26th to discuss the potential for a RYPE-based weekend training session at the AICC's Harvest Green Ismaili community center. Mr. Rasiyani plans to present this concept to his board of directors in Dallas this month. To foster collaboration, he would like to schedule a webinar for

September featuring a presentation by Jerry Jones on Develop Richmond's work reaching the global Ismaili community. Following the webinar, a discussion for a weekend session for the youth entrepreneurship program (Hybrid version of RYPE) would be up for consideration.

### City Coffee

City Coffee is an opportunity for Kristin Weiss, Carlos Guzman, Joe Esh, and Jerry to meet and discuss economic development matters within the county and our cities. Kristin was unavailable for the meeting. Carlos and Joe met with Jerry. The topic for the meeting this month was continued on the Familiarization tour in October. This tour continues to be a priority for the DCR because it assists in promoting Richmond as a city that seeks to attract and retain our target industry sectors, and site selectors work with the industries to identify possible sites to consider when companies are looking to move into a community.

### Access Health Back to School Health Fair Breakfast

On July 23, Develop Richmond staff participated in the annual Health Fair Breakfast at the Marriott in Sugar Land. This event aligns with the City's ongoing partnership with Access Health and demonstrates our commitment to community well-being.

### Revive LLC

The status of the project is continuing to move forward. Staff is working with city departments to complete the ASTM E-1527-21 Phase I Environmental Site Assessment Pre-Survey (owner) questionnaire and disclosure statement. We will forward the document to the City Manager for review as well as the City Engineer and have the information reviewed before submitting it back to Revive LLC.

### Develop Richmond Texas Revamped Website

**Develop Richmond's** new website, a dynamic digital portal showcasing Richmond, Texas's exciting growth and development opportunities. Designed with a user-friendly interface and visually appealing aesthetics, the site offers a comprehensive overview of the city's economic landscape, investment potential, and quality of life. <http://developrichmondtx.edsuite.com/>

#### **Key features of the revamped website include:**

- **Intuitive Navigation:** The website is easy to navigate, allowing visitors to quickly find information on site selection, target industries, and available properties.
- **Interactive Data Visualization:** Engaging data visualizations provide insights into demographics, workforce, economic indicators, and other relevant data.
- **Property Search Tool:** A robust property search function enables users to explore available commercial and industrial properties based on specific criteria.
- **Investment Highlights:** The site features compelling content highlighting Richmond's competitive advantages, infrastructure, and business-friendly environment.
- **News and Updates:** A dedicated section provides the latest updates on development projects, economic initiatives, and community events.

- **Mobile Optimization:** The website is fully optimized for mobile devices, ensuring accessibility and user experience across all platforms.
- **Call to Action:** Clear and prominent calls to action encourage visitors to contact the Develop Richmond team for further information or assistance.
- **Google Formatted:** The website's wording can now be translated into over 30 different languages. With Richmond serving as the County seat for Fort Bend, having our website translated into multiple languages will ensure that all our residents, business community, and potential developers/investors feel welcomed.

Overall, the revamped Develop Richmond website is a valuable resource for businesses, investors, and community members, effectively positioning Richmond as a thriving and attractive location for growth and development.

## **Potential Investment and Job Creation Prospects**

### **Promotes Availability of Sites/Buildings**

**Pre- Application Meetings:** These are initial conversations; nothing is final. They are just gaining information on what would be needed to make the project happen.

**Pre-Application Conference: 140 Collins Rd (banquet halls)** We are working with the property owner to identify what potential businesses could move into the 6,000 sq.ft .the owner has available. Previous the site was attempting to be a sports bar which is not an approved use. The owner has asked for assistance on identifying another lessee or at least the ability to return the space back to a rental facility.

DEVELOP  
RICHMOND  
EST. TEXAS 1837



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

13. Review and consider taking action on the proposed FY 2025 Holiday Schedule.



## HOLIDAY SCHEDULE DRAFT JANUARY – DECEMBER 2025

New Year's Day	Wednesday	January 1, 2025
Martin Luther King	Monday	January 20, 2025
Good Friday	Friday	April 18, 2025
Memorial Day	Monday	May 26, 2025
Juneteenth	Thursday	June 19, 2025
Independence Day	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025
Fort Bend County Fair Day	Friday	September 26, 2025
Patriot Day (1)	Thursday	September 11, 2025
Veterans Day	Tuesday	November 11, 2025
Thanksgiving Day	Thursday	November 27, 2025
Day after Thanksgiving	Friday	November 28, 2025
Christmas Eve Day	Wednesday	December 24, 2025
Christmas	Thursday	December 25, 2025

### Note: Floating Holidays

*\* In addition to the cities regular paid holidays, full-time regular employees receive two (2) Floating Holidays per year. The Floating Holidays may be used for religious or cultural holidays, employee birthdays, or other state or federal holidays during which the City remains open.*

*The Floating Holidays will be available at the beginning of each calendar year for all current full-time employees. A new employee hired before the end of the calendar year will receive 2 Floating Holidays upon hire.*

*Employees can request their Floating Holidays, to be used at a time approved by the Supervisor. The Floating Holidays may not be carried over to the next calendar year, nor may they be cashed out if not taken or paid upon termination of employment.*



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

14. Set date for next meeting. (Special City Commission Meeting on Tuesday, September 10th at 4:30 p.m. and Regular City Commission Meeting and Workshop on Monday, September 19th at 4:30 p.m.)



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A9. Review and consider taking action on Resolution No. 491-2024, approving Performance Agreement with the Development Corporation of Richmond and the YMCA of Greater Houston.

PERFORMANCE AGREEMENT BY AND BETWEEN  
THE DEVELOPMENT CORPORATION OF RICHMOND  
AND  
THE YMCA OF GREATER HOUSTON

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Development Corporation of Richmond, a Type B economic development corporation organized pursuant to the Development Corporation Act and Chapters 501, 502, and 505 of the Texas Local Government Code (the “DCR”), and the YMCA of Greater Houston (the “YMCA”).

Whereas, the DCR has established policies to adopt such reasonable projects, as are permitted by law, to attract industry, create and retain primary jobs, promote or develop new or expanded business enterprises with the City of Richmond (the “City”), and, thereby, expand the growth and enhance the economic stability of the City; including a project related to recreational or community facilities pursuant to Sec. 505.152, Texas Local Government Code; and

Whereas, the YMCA proposes to renovate and reconstruct in the City of Richmond the T.W. Davis Family YMCA facility to contain athletic and recreational fields and facilities and other community facilities, such as Lobby/Commons, Multipurpose Rooms, Intergenerational facilities, Gymnasium, Multipurpose Group Exercise Studios, Lockers, Aquatics, Administration, , Parking, Outdoor Pavilion, Athletic Fields, Pickleball Center, , and Trails at an estimated cost of Sixteen Million Eight Hundred Forty Six Thousand and Five Hundred and Eighty Five Dollars (\$16,846,585) as described in TW Davis—VISIONING—2022August.pptx attached hereto as Exhibit A (the “Project”); and

The renovated and reconstructed T.W. Davis Family YMCA facility is to be located on the land currently occupied by the T.W. Davis Family YMCA consisting of approximately 19.848 acres, described in the deed dated June 22, 1987 and recorded at Volume 1959, Page 2008, Real Property Records, Fort Bend County, Texas (the “Property”); and

Whereas, the YMCA has requested a pledge of \$1,000,000 from the City of Richmond to support the reconstruction and renovation of the T.W. Davis Family YMCA Project, attached as Exhibit B; and

Whereas, the DCR agrees to donate to the YMCA an amount not to exceed One Million Dollars (\$1,000,000) over a period of five (5) years, as set forth on Exhibit C, for partial reimbursement of the construction of the recreational and community facilities described above; and

Whereas, the Board of Directors of the DCR has found and determined the expenditures hereunder are for the creation or retention of primary jobs and are required, suitable, and necessary to promote or develop such new or expanded primary jobs, business enterprises, and recreational and community facilities and has found and determined this project to be authorized by the Development Corporation Act; and

Whereas, the YMCA has agreed, in exchange for and as consideration of this Agreement and the funding provided herein, to satisfy and comply with certain terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the DCR and the YMCA agree as follows:

1.

IMPROVEMENTS

a. The YMCA covenants and agrees that it will renovate and reconstruct improvements to the T.W. Davis Family YMCA on the Property, located in the City and containing facilities as follows:

- athletic and recreational fields and facilities;
- Lobby/Commons area;
- Child Watch & Kids Adv.;
- Multipurpose Rooms;
- Intergenerational Facilities;
- Gymnasium;

Multipurpose Group Exercise Studios;  
Lockers;  
Aquatics;  
Administration;  
Parking;  
Outdoor Pavilion;  
Athletic Fields;  
Pickleball Center; and  
Trails.

As described in the TW Davis—VISIONING—2022August.pptx attached hereto as Exhibit A (the “T.W. Davis Family YMCA”).

b. The YMCA covenants and agrees that it shall cause all plans, designs, construction, reconstruction, renovations and modifications to conform to the City’s Unified Development Code, technical codes, Infrastructure Design Manual, and relevant ordinances.

## 2.

### YMCA OBLIGATIONS

a. The YMCA shall cause all plan and design documents to be prepared and completed with approval by appropriate review and permitting authorities on or before June 30, 2025; shall begin construction on or before January 1, 2026.

b. The YMCA shall use reasonable commercial efforts to complete such construction by September 1, 2027. Construction of the T.W. Davis Family YMCA shall be deemed complete upon issuance of a Certificate of Occupancy by the City. The foregoing deadline shall be extended due to delays not within the control of the YMCA upon the presentation of sufficient documentation of such delays to the DCR.

c. The YMCA covenants and agrees that the “Soft Costs” projected in Exhibit A shall not exceed \$3,466,000 and shall include only the following: Architectural/Engineering fees; furniture, fixtures, and equipment; legal fees; and accounting expenses.

d. The YMCA covenants and agrees that over the course of the Project it will contribute \$500,000 from the assets of the YMCA of Greater Houston for the renovation, reconstruction, equipment, and soft costs of the T.W. Davis Family YMCA as described in this Agreement.

e. The YMCA covenants and agrees that it, the YMCA of Greater Houston, shall be the sole operator of the T.W. Davis Family YMCA and shall not assign or subcontract the operations of the T.W. Davis YMCA to any other person or entity, without the prior written consent of the DCR. The foregoing shall not limit or restrict the T.W. Davis Family YMCA from establishing partnerships with community groups for programs, so long as the T.W. Davis Family YMCA remains the overall operator of the facility.

f. The YMCA covenants and agrees that the funds paid by the DCR pursuant to Section 6 of this Agreement shall be used solely for expenses directly related to the reconstruction and renovation of the T.W. Davis Family YMCA located on the Property.

g. The YMCA covenants and agrees that it will operate and maintain the T.W. Davis Family YMCA on the Property for a period of not less than 20 years from and after the date of reopening of the T.W. Davis Family YMCA (the "Commencement Date") unless otherwise mutually agreed. In the event the YMCA is unable to operate and/or maintain the T.W. Davis Family YMCA on the Property during the 20 year period by reason of acts of God, terrorism, war, civil commotion, riots, strikes, picketing or other labor disputes, unusually inclement weather, governmental restrictions, regulations or moratorium, pandemics, epidemics or worldwide sickness that prevent the operation and/or maintenance, or other cause beyond the reasonable control of the YMCA (collectively, "Force Majeure Events"), then the Parties shall meet to determine the reasonable period of delay, the process of resolution of the inability to operate and/or maintain, or other resolution. Force Majeure Events will not be applicable to delays resulting from (1) the inability of the YMCA to obtain financing or to proceed with its obligations because of a lack of funds or (2) the failure of the YMCA to have secured and maintained sufficient insurance to cover reasonable risks of loss.

The YMCA may use the Property solely for purposes of educational, athletic, and wellness programs benefitting the youth, children and adults of Richmond. YMCA will be solely responsible for complying with all laws

applicable to the use, occupancy, and condition of the T.W. Davis Family YMCA. The YMCA will not permit any unreasonable odors, smoke, dust, gas or vibrations to emanate from the T.W. Davis Family YMCA; nor take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger any person on the Property; nor permit the T.W. Davis Family YMCA to be used for any purpose or in any manner that would (1) void the insurance thereon, or (2) increase the insurance risk.

h. The YMCA covenants and agrees that it will provide sufficient operating capital to sustain any shortfall in funding for maintenance, repairs, and operations of the T.W. Davis Family YMCA. For this purpose, following the Capital Campaign for the reconstruction and renovation of the T.W. Davis Family YMCA, a five-year endowment campaign will be begun and pursued to raise \$2,500,000 for the funding of maintenance, repairs, and operations of the T.W. Davis Family YMCA.

i. The YMCA covenants and agrees that it will maintain the building, improvements, facilities, and equipment to at least the following standards:

1. Maintain the improvements in compliance with the requirements of applicable building codes materially affecting health and safety;

2. Maintain the premises, including its plumbing, heating and/or cooling system, in substantially the good, functioning, safe and sanitary condition;

3. Maintain the Heating, Ventilation, and Air Conditioning system in good, safe, and sound operating condition;

4. Maintain the improvements in a condition and state as they existed at the time of issuance of a certificate of occupancy;

5. Maintain, repair, or replace light bulbs, plate glass and other glass; and

6. Perform preventive maintenance to keep the improvements and equipment in compliance with these terms.

## EMPLOYMENT AND CAPITAL INVESTMENT

- a. The YMCA covenants and agrees that upon completion of the T.W. Davis Family YMCA it will provide employment of at least 5 full-time equivalent jobs with an average annual salary of \$45,000.00 per job.
- b. The YMCA further covenants and agrees that a capital investment of at least \$13,381,000 (soft costs excluded) will be made in the reconstruction and renovation of the T.W. Davis Family YMCA.

## 4.

### SERVE THE RESIDENTS OF RICHMOND

- a. For the purpose of this Agreement, “serve” shall mean (1) residents of the City of Richmond who are members of families and eligible for participation in activities at the T.W. Davis Family YMCA and (2) residents of the City of Richmond who participate in programming of the T.W. Davis Family YMCA for periods of not less than 8 hours of the programming.
- b. The YMCA covenants and agrees that during each calendar year, it will serve at least 9,500 residents of the greater Richmond community.
- c. A report of the City of Richmond residents served during the immediately preceding calendar year will be provided to the DCR on or before January 31 of each year.
- d. Additionally, the YMCA shall provide, in advance in November of each year during the term of this Agreement, to the DCR a marketing plan to achieve serving at least 9,500 City of Richmond residents during the ensuing calendar year.

## 5.

### INSURANCE

For the entire term of the Agreement (“Term”), the YMCA shall maintain (i) property insurance in the amount of the replacement value of the building and improvements; (ii) commercial general liability to cover liability arising from occurrences on or about the Property and acts of YMCA’s Parties on or

about the Property with limits of not less than \$1,000,000 per occurrence, plus umbrella coverage of at least \$2,000,000 per occurrence; (iii) business automobile liability insurance with limits of not less than \$1,000,000 per occurrence; (iv) worker's compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (v) Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood; and (vi) such other insurance as DCR may reasonably require. Such policies will (A) name DCR and City their agents, as additional insured on a form that does not limit the coverage provided under such policy to any additional insured (i) by reason of such additional insured's negligent acts or omissions (sole or otherwise, (ii) by reason of other insurance available to such additional insured, or (iii) to claims for which a primary insured has agreed to indemnify the additional insured, (B) be issued by an insurance company reasonably acceptable to DCR, (C) provide that such insurance may not be cancelled unless 30 days' prior written notice is first given to DCR.

All policies must contain a waiver of subrogation against the DCR and City of Richmond (the "City"). The YMCA shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by the DCR and City. The YMCA shall provide the DCR and City Certificates of Insurance evidencing these insurance requirements prior to the start of work on the T. W. Davis Family YMCA. The YMCA shall provide a replacement Certificate of Insurance prior to such change or cancellation. The YMCA agrees to waive all the YMCA's, its officers, employees, agents, assigns, and successors' rights of subrogation, except under the Professional Liability, against the DCR and City, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance and the YMCA will provide a waiver of subrogation endorsement against the DCR and City. The DCR and City must be named or listed on the endorsement. A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE DCR AND CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

No insurance policy will contain endorsements that restrict, limit, or exclude coverage in a manner that is inconsistent with the foregoing requirements.

6.

#### YMCA TO NOT KNOWINGLY EMPLOY UNDOCUMENTED WORKERS

The YMCA covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United State; or (b) authorized under law to be employed in that manner in the United States.

7.

#### PLEDGE BY DCR

Subject to the YMCA (1) receiving pledges in an amount of at least 70% of the \$16,847,000 or current updated total cost of the project on or before December 31, 2024, and (2) determining a reasonable estimate for the construction of the reconstruction and renovation of the T.W. Davis Family YMCA on or before December 31, 2024, and in consideration of the YMCA’s representations, promises, and covenants, the DCR agrees, subject to the terms and conditions of this Agreement, to make an initial payment of \$200,000 to the YMCA (the “\$200,000 Payment”) on or before December 31, 2024. Thereafter, on or before December 31 of each succeeding year, an additional payment shall be made by the DCR to the YMCA as set forth in the schedule of payments attached hereto as Exhibit C. Each payment by the DCR shall be conditioned upon the completion of all requirements contained in the performance agreement.

8.

#### WAIVER OF LIABILITY OF DCR

DCR will not be liable to YMCA or YMCA's agents, employees or contractors, or those claiming by, or under any of them for any injury to or death of any person or persons or any damage to or loss, or loss of use of any real or personal property caused by casualty, tortuous acts or omissions of any third party associated in any way with the Project. In addition, DCR and YMCA each waives any claims it might have against the other for any damage to or

theft, destruction, loss or loss of use of any property, to the extent the same is insured against under any insurance policy that covers the Property, or business, or is required to be insured against by the party which might have such claim, REGARDLESS OF WHETHER THE NEGLIGENCE (OF WHATEVER TYPE OR NATURE) OR FAULT OF THE OTHER PARTY CAUSED SUCH LOSS. EACH PARTY WILL CAUSE ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE AGAINST THE OTHER PARTY.

9.

INDEMNIFICATION

YMCA WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS DCR AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, ATTORNEYS' FEES AND EXPENSES FOR ANY LOSS ARISING FROM ANY OCCURRENCE WITHIN, ON OR ABOUT THE PROPERTY OR ARISING FROM YMCA'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT OR ARISING FROM ANY ACT OR OMISSION (WHETHER NEGLIGENT, INTENTIONAL OR OTHERWISE) OF YMCA OR YMCA'S AGENTS, EMPLOYEES, INVITEES OR CONTRACTORS, EXCEPT TO THE EXTENT THAT A LOSS IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF DCR. YMCA HEREBY ACKNOWLEDGES THAT IT IS INDEMNIFYING DCR FOR DCR'S OWN ORDINARY NEGLIGENCE. THE TERM "LOSS" MEANS ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF USE OF ANY REAL OR PERSONAL PROPERTY CAUSED BY CASUALTY, THEFT, FIRE, OR ANY ACTS OR OMISSIONS OF ANY PERSON OR PARTY, AND ANY INJURY OR DAMAGE OR INCONVENIENCE WHICH MAY ARISE THROUGH REPAIR OR ALTERATION OF ANY PART OF THE PROPERTY, OR FAILURE TO MAKE REPAIRS, OR FROM ANY OTHER CAUSE.

THE PROVISIONS OF THIS SECTION 9 WILL SURVIVE TERMINATION.

10.

## DEFAULT

a. If the YMCA is convicted of a violation under 8 U.S.C. Section 1324a (f) during the term of this Agreement, the DCR may terminate this Agreement and shall have no further obligation to make payments hereunder. In such event, the YMCA will reimburse the DCR, in accordance with the formulas hereinafter set forth, the total amount of all payments or incentives made to the YMCA by the DCR, with interest, within 120 days after said conviction and the DCR's delivery to the YMCA of written notice of the exercise of DCR's reimbursement remedy. The YMCA's obligation to reimburse the DCR fully shall survive the termination of this Agreement. The interest rate shall be the rate of the 90-day U.S. Treasury Bill as of the date of the conviction per annum, and Interest accrues from the date of each payment by the DCR to the YMCA until the DCR is fully reimbursed. The YMCA agrees to allow the DCR, upon receipt of not less than 7-day's prior written request, reasonable access to such information as is necessary to determine the YMCA's compliance or conviction.

b. If the DCR finds that the YMCA is in default of any material obligation under this Agreement, other than the hiring of undocumented workers, the DCR shall give the YMCA written notice of such default. The YMCA shall have 90 days to cure such default. If the YMCA does not cure the default within the 90-day cure period, the DCR may extend the cure period up to another 90 days or terminate this Agreement by giving written notice of termination to the YMCA and the DCR shall have no further obligation to make payments to the YMCA. In such event, the YMCA will reimburse the DCR a percentage of the total amount of all payments or incentives made to the YMCA by the DCR, with interest, in accordance with the formulas set forth in this paragraph (the "Total Payment"). The obligation of the YMCA to reimburse the DCR fully shall survive termination of this Agreement. The interest rate shall be the rate of the 90-day U.S. Treasury Bill as of the date of the YMCA's receipt of the written notice of default per annum, and interest accrues from the date of each payment by the DCR to the YMCA until the DCR is fully reimbursed. Notwithstanding the foregoing, the Total Payment will be reduced in accordance with the following to give the YMCA credit for

its years of operation without default. The Total Payment will be amortized over a 10-year period commencing upon the Commencement Date, with an amount equal to 10% of the Total Payment to be credited to the YMCA for each whole year of operating without a material default. For example, if the YMCA operates the T.W. Davis Family YMCA without defaulting under this Agreement for 3.5 years and then closes the T.W. Davis Family YMCA defaulting under its obligation to operate for ten years and the Total Payment is \$1,000,000, 30% of the Total; Payment (or \$300,000) of the Total Payment will be credited to the YMCA to recognize three full years of operating without a default and the DCR would have no further obligation to make payments to the YMCA under this Performance Agreement.

In addition to all other amounts owed, the YMCA also agrees to reimburse the DCR for any and all reasonable attorney's fees and costs incurred by the DCR as a result of any action required to obtain reimbursement under this Agreement. Such reimbursement shall be due and payable within sixty (60) days of the YMCA's receipt of an invoice for such fees.

c. If the YMCA fails to begin construction of the renovations and improvements of the T.W. Davis Family YMCA, as contemplated by this Agreement, on or before January 1, 2026, the DCR may terminate this Agreement and shall have no further obligation to make payments hereunder and the YMCA shall reimburse the DCR for all payments paid by the DCR to YMCA under this agreement. Such reimbursement by the YMCA shall be made within 120 days of January 1, 2026, and shall bear interest. The interest rate shall be the rate of the 90-day U.S. Treasury Bill as of the date of the conviction per annum, and Interest accrues from the date of each payment by the DCR to the YMCA until the DCR is fully reimbursed. The YMCA's obligation to reimburse the DCR fully shall survive the termination of this Agreement. For the purposes of this section, "begin construction" means the issuance of a permit for the construction of the improvements and the commencement of work beyond clearing and grading of the property.

- a. The YMCA shall keep accurate records of all transactions and documentation related to the reconstruction, renovation, and improvements to the T.W. Davis YMCA and shall, upon reasonable notice from the DCR, not to be less than 72 hours, make all such records available for inspection and review by the DCR.
- b. The YMCA shall provide the DCR with monthly financial statements related to the T.W. Davis Family YMCA.
- c. During the campaign to receive pledges for the reconstruction, renovation, and improvement of the T.W. Davis Family YMCA, the YMCA shall provide the DCR with monthly statements of pledges received.

## 12.

### NOTICE

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) delivering the same in person to such party; or (iii) overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to the DCR:      Development Corporation of Richmond  
402 Morton Street  
Richmond, Texas 77469  
Attn: Economic Development Director

If to YMCA:        YMCA of Greater Houston  
P.O. Box 3007  
Houston, Texas 77253  
Attn: President & CEO

13.

### GOVERNING LAW, VENUE

This Agreement shall be performed and enforceable in Fort Bend County, Texas, and shall be construed in accordance with the laws of the State of Texas.

14.

### AMENDMENT

a. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing with the signatures and mutual consent of the parties hereto.

b. In the event the YMCA is unable to meet the milestones set forth in 2 and 7 above or in the event that the reasonable costs of construction of the reconstruction, renovation, and improvements to the T.W. Davis Family YMCA, the YMCA will inform the DCR of such events and this Agreement may be amended, in the sole discretion of the DCR, to reset the milestones or revise the extent of reconstruction, renovation, and improvements to be made or to discontinue the DCR's contributions or to declare default under 10b above and recover the DCR's previous contributions.

15.

### NO WAIVER

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

16.

### ASSIGNMENT

This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

17.

SEVERABILITY

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality or such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

(Signature Page Follows)

IN TESTIMONY OF WHICH, THIS AGREEMENT, has been executed by the parties on this \_\_\_\_ day of \_\_\_\_\_ 2024 (the "Effective Date").

YMCA of Greater Houston

By \_\_\_\_\_  
Stephen Ives,  
President & CEO

ATTEST:

By \_\_\_\_\_

(Name)  
(Title)

Development Corporation of Richmond

By \_\_\_\_\_  
Kit Jones  
President

ATTEST:

By \_\_\_\_\_  
Nancie Rain  
Secretary

Exhibit A

## Exhibit B

## Exhibit C



## RESOLUTION NO. 491-2024

### **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, APPROVING A PERFORMANCE AGREEMENT WITH THE YMCA OF GREATER HOUSTON FOR THE RENOVATION AND RECONSTRUCTION OF THE T. W. DAVIS FAMILY YMCA FACILITY AND AUTHORIZING THE EXPENDITURE OF FUNDS BY THE DEVELOPMENT CORPORATION OF RICHMOND FOR THE T.W. DAVIS FAMILY YMCA PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.**

The Development Corporation of Richmond published notice of and conducted a public hearing on November 15, 2022, pursuant to Section 505.159, Texas Local Government Code to allow the public to address the DCR Board of Directors concerning the T.W. Davis Family YMCA project.

The T.W. Davis Family YMCA project is an authorized project pursuant to Sec. 505.151, Texas Local Government Code, because the project includes buildings, equipment, facilities, expenditures, and improvements that will create primary jobs and will assist in the attraction and retention of manufacturing and industrial facilities; research and development facilities; and regional or national corporate headquarters facilities.

The T.W. Davis Family YMCA project is an authorized project pursuant to Sec. 505.152, Texas Local Government Code, because the project includes buildings, equipment, facilities, expenditures, and improvements that are suitable for use for amateur sports, including children's sports.

The Performance Agreement details the obligations of the YMCA of Greater Houston in the facilities to be provided, the design in compliance with the Unified Development Code, the schedule of design and construction, the restriction in the use of the grant funds, the offered activities, provision of a maintenance endowment of at least \$2,500,000, programming, service to Richmond residents, and insurance, maintenance, and preservation of the property including activities at the T.W. Davis Family YMCA for a period of not less than 20 years and the conditions for funding of the \$1,000,000 grant over a 5-year period.

On August 13, 2024, the Development Corporation of Richmond approved the Performance Agreement and recommended it to the City Commission, contingent upon revisions to provide an appropriate level of maintenance of the facility, an acceptable start date for the design of the facility and improvements, and certification of funding from other donors as a condition of payment of the first installment of the grant.

The City Commission finds that the Performance Agreement for the T.W. Davis Family YMCA project will promote primary jobs, new or expanded business development, and provide for amateur and children's sports within the City of Richmond, Now, Therefore,

### **BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

Section 1. That the findings and recitations in the preamble to this resolution are found to be true and correct.

Section 2. The City Commission does hereby approve the Performance Agreement for the T.W. Davis Family YMCA project and authorize the Development Corporation of Richmond to enter



into such agreement with the YMCA of Greater Houston to provide One Million Dollars (\$1,000,000.00), payable over 5 years as provided in said Performance Agreement.

Section 3. *Effective date.* This resolution shall be effective from and after its approval and adoption.

PASSED AND APPROVED on this the 19<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Rebecca K. Haas, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lasha Gillespie, City Secretary

\_\_\_\_\_  
Gary W. Smith, City Attorney



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

A10. Review and consider taking action on Resolution No. 489-2024, authorizing publication of notice of intent to issue Certificates of Obligation.

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: 08/19/2024**

**Staff Review:**

City Manager \_\_\_\_\_

City Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Fire Department \_\_\_\_\_

Police Department \_\_\_\_\_

Public Works \_\_\_\_\_

**AGENDA ITEM: Notice of Intent to issue certificates of obligation (bonds)**

**SUBMITTED BY: Isaias Preza**

**SYNOPSIS**

Consideration and action on approval of a Resolution providing notice of intent to issue certificates of obligation (bonds).

**COMPREHENSIVE PLAN GOALS ADDRESSED**

Leverage public investments to enhance the existing community and promote growth.

**BACKGROUND**

The City has a planned debt issuance in fiscal year 2025 as part of the proposed budget. If the debt issuance is approved by the City Commission, it will enable the City to reimburse the developers for infrastructure improvements and allow the capital improvement projects outlined in the budget to proceed. The City is well-positioned to issue debt, as the new general debt will be offset by the added value to the tax rolls from these developments, and revenues and reserves are at strong levels, expected to support an excellent bond rating. In addition to the developer reimbursements, there are water, wastewater, surface water, and other municipal projects, including City Hall renovations.

The following is a list of funding uses proposed under the bond issue:

<b>Project</b>	<b>Amount</b>
<b>Municipal</b>	
Veranda Developer Reimbursement	\$1,500,000
Mandola Developer Reimbursement	1,161,000
Wall Street Developer Reimbursement	500,000
City Hall Renovations	4,200,000
Downtown Sidewalk	1,200,000
<b>Municipal Total</b>	<b>\$8,561,000</b>
<b>Utilities</b>	
Automated Meter Infrastructure	6,200,000
City Hall Renovations	1,800,000
New Well for Downtown Water Plant	220,000
Wholesale Master Meters	250,000
Ransom Well Rehab	310,000
Distribution Rehabilitation Zone A design	180,000
Distribution Rehabilitation Zone B&C Design	180,000
East WWTP Design	2,000,000
Lift Station Rehab North Second	1,200,000
Regional WWTP Solids Handling	750,000
<b>Utilities Total</b>	<b>\$13,090,000</b>
<b>Surface Water</b>	
Surface Water Transmission line (Design)	500,000
Surface Water Treatment Plant R/M (Pilot Study)	550,000
<b>Surface Water Total</b>	<b>\$1,050,000</b>
<b>Grand Total</b>	<b>\$22,701,000</b>

As part of the bond issuance process, there is a requirement to publish notice at least 46 days before the date tentatively set for the issuance of the certificates of obligation for two consecutive weeks in a newspaper that has general circulation in the City, as well as to post continuously on the City's website.

Approval of this resolution authorizes staff to post notice of the proposed bonds with the approval of the passage of the ordinance set for October 21, 2024, at 4:30 p.m. at the City Hall Annex, located at 600 Morton Street, Richmond, TX 77469.

**BUDGET ANALYSIS**

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2024 FUNDS BUDGETED	FY 2024 FUNDS AVAILABLE	AMOUNT REQUESTED

BUDGET AMENDMENT REQUIRED? YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Requested Amendment:

Budgeted funds estimated for FY 2025:

Purchasing Review:

Financial/Budget Review:

FORM CIQ: \_\_\_\_\_

FORM 1295 \_\_\_\_\_

**SUPPORTING MATERIALS**

Resolution attached

**STAFF'S RECOMMENDATION**

**Staff recommends the Commission approve the attached resolution authorizing staff to post notice of the proposed bond election, setting the date for approval of an ordinance to issue certificates of obligation as October 21, 2024, the time for 4:30 p.m. and designating the location as the City Hall Annex, located at 600 Morton Street, Richmond, TX 77469.**

City Manager Approval: \_\_\_\_\_

RESOLUTION NO. 489-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS,  
AUTHORIZING PUBLICATION OF NOTICE  
OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS     §  
COUNTY OF FORT BEND   §  
CITY OF RICHMOND       §

WHEREAS, the City Commission of the City of Richmond, Texas (the “City”), deems it advisable to issue certificates of obligation of the City in accordance with the notice hereinafter set forth; Now, Therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:

Section 1.     The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct.

Section 2.     The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of intention to issue certificates of obligation (the “Notice”).

Section 3.     The Notice set forth in Section 2 above shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in said Notice for the passage of the ordinance authorizing the issuance of such certificates of obligation. Further, the Notice shall be continuously posted on the City’s Internet website, for at least forty-five (45) days before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates.

Section 4.     For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections.

Section 5.     The Mayor, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 6.     This resolution shall take effect immediately upon its passage.

Section 7.     The Notice and agenda relating to this meeting and heretofore posted by the City Secretary and the posting thereof, are hereby authorized, approved, and ratified. It is hereby officially found and determined that the meeting at which this resolution was adopted was open to

the public, and public notice of the time, place and purposes of the meeting were given, as required by the Texas Open Meetings Act.

PASSED AND APPROVED the 19th day of August, 2024.

---

Rebecca K. Haas, Mayor

ATTEST:

---

Lasha Gillespie, City Secretary

(SEAL)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Commission of the City of Richmond, Texas (the "City"), will meet at the City Commission Chambers at the City Hall Annex, 600 Morton Street, Richmond, Texas at 4:30 p.m. on the 21<sup>st</sup> day of October, 2024, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, in the maximum aggregate principal amount of \$23,000,000 payable from ad valorem taxation and from a limited pledge of a subordinate lien on the net revenues of the City's waterworks and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Commission at the time of issuance, and maturing over a period of years not to exceed thirty (30) years from the date thereof, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction or acquisition of and/or improvements to the City's water, wastewater, and surface water system, including the improvements in the Mandola Farms, Veranda, and Wall Street developments, (ii) the construction or acquisition of and/or improvements to the City's street system, (iii) the construction or acquisition of and/or improvements to City property, including renovations to the City Hall; and (iv) the cost of professional services incurred in connection therewith.

It is estimated that the combined principal and interest required to pay the certificates on time and full is \$34,130,029 Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 4.00%. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City is \$21,650,000 and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in Resolution No. 489-2024, dated August 19, 2024, which resolution is available from the City upon request) on time and in full is \$30,781,634. Such amounts are derived from projections obtained from the City's financial advisor based upon current market conditions and is provided from the City without assurance that such projections will be realized. The City cannot guarantee that such conditions will continue through the date of the sale of the Certificates.

WITNESS MY HAND this 19th day of August, 2024.

---

Lasha Gillespie, City Secretary

EXHIBIT B

SELF-SUPPORTING DEBT

<b>Principal Amount Designated as Self Supporting</b>	<b>Series Designation</b>
\$ 670,000	General Obligation & Refunding Bonds, Series 2013 (Water & Sewer)
\$ 1,520,000	Combination Tax & Revenue Certificates of Obligation, Series 2013
\$ 1,185,000	General Obligation & Refunding Bonds, Series 2013 (Development Corporation)
\$ 7,720,000	Combination Tax and Revenue Certificates of Obligation, Series 2015
\$ 1,235,000	Combination Tax & Revenue Certificates of Obligation, Series 2016A
\$ 4,285,000	Combination Tax and Revenue Certificates of Obligation, Series 2017A
\$ 3,550,000	Combination Tax and Revenue Certificates of Obligation, Series 2022
\$ 5,705,000	Combination Tax and Revenue Certificates of Obligation, Series 2023
<b>\$ 25,870,000</b>	<b>Total Outstanding Principal Amount Designated as Self-Supporting</b>



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

**Monday, August 19, 2024 at 4:30 P.M.**

- A11. Review and accept the Truth in Taxation Worksheet that coordinate with the FY 2024 Certified Tax Roll.

# 2024 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Richmond

281-342-5456

Taxing Unit Name

Phone (area code and number)

402 Morton St, Richmond TX 77469

www.fortbendcountytx.gov

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>Prior year total taxable value.</b> Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	\$ 965,502,623
2.	<b>Prior year tax ceilings.</b> Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$ 0
3.	<b>Preliminary prior year adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 965,502,623
4.	<b>Prior year total adopted tax rate.</b>	\$ 0.650000 /\$100
5.	<b>Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.</b>	
	A. Original prior year ARB values:.....	\$ 51,233,602
	B. Prior year values resulting from final court decisions:.....	- \$ 42,402,500
	C. Prior year value loss. Subtract B from A. <sup>3</sup>	\$ 8,831,102
6.	<b>Prior year taxable value subject to an appeal under Chapter 42, as of July 25.</b>	
	A. Prior year ARB certified value:.....	\$ 75,263,749
	B. Prior year disputed value:.....	- \$ 30,105,500
	C. Prior year undisputed value. Subtract B from A. <sup>4</sup>	\$ 45,158,249
7.	<b>Prior year Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ 53,989,351

<sup>1</sup> Tex. Tax Code §26.012(14)

<sup>2</sup> Tex. Tax Code §26.012(14)

<sup>3</sup> Tex. Tax Code §26.012(13)

<sup>4</sup> Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 1,019,491,974
9.	<b>Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2023.</b> Enter the prior year value of property in deannexed territory. <sup>5</sup>	\$ 0
10.	<p><b>Prior year taxable value lost because property first qualified for an exemption in the current year.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.</p> <p><b>A. Absolute exemptions.</b> Use prior year market value: ..... \$ 287,472</p> <p><b>B. Partial exemptions.</b> Current year exemption amount or current year percentage exemption times prior year value: ..... + \$ 802,416</p> <p><b>C. Value loss.</b> Add A and B.<sup>6</sup></p>	\$ 1,089,888
11.	<p><b>Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year.</b> Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.</p> <p><b>A. Prior year market value:</b> ..... \$ 0</p> <p><b>B. Current year productivity or special appraised value:</b> ..... - \$ 0</p> <p><b>C. Value loss.</b> Subtract B from A.<sup>7</sup></p>	\$ 0
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 1,089,888
13.	<b>Prior year captured value of property in a TIF.</b> Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	<b>Prior year total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ 1,018,402,086
15.	<b>Adjusted prior year total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ 6,619,613
16.	<b>Taxes refunded for years preceding the prior tax year.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. <sup>9</sup>	\$ 42,600
17.	<b>Adjusted prior year levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$ 6,662,213
18.	<p><b>Total current year taxable value on the current year certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.<sup>11</sup></p> <p><b>A. Certified values:</b> ..... \$ 1,076,246,092</p> <p><b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$ _____</p> <p><b>C. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ 0</p> <p><b>D. Tax increment financing:</b> Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.<sup>12</sup> ..... - \$ 0</p> <p><b>E. Total current year value.</b> Add A and B, then subtract C and D.</p>	\$ 1,076,246,092

<sup>5</sup> Tex. Tax Code §26.012(15)  
<sup>6</sup> Tex. Tax Code §26.012(15)  
<sup>7</sup> Tex. Tax Code §26.012(15)  
<sup>8</sup> Tex. Tax Code §26.03(c)  
<sup>9</sup> Tex. Tax Code §26.012(13)  
<sup>10</sup> Tex. Tax Code §26.012(13)  
<sup>11</sup> Tex. Tax Code §26.012, 26.04(c-2)  
<sup>12</sup> Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<p><b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup></p> <p><b>A. Current year taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup> ..... \$ <u>16,402,136</u></p> <p><b>B. Current year value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup> ..... + \$ <u>0</u></p> <p><b>C. Total value under protest or not certified.</b> Add A and B. <span style="float: right;">\$ <u>16,402,136</u></span></p>	
20.	<p><b>Current year tax ceilings.</b> Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. <sup>16</sup></p>	\$ <u>0</u>
21.	<p><b>Current year total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup></p>	\$ <u>1,092,648,228</u>
22.	<p><b>Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.</b> Include both real and personal property. Enter the current year value of property in territory annexed. <sup>18</sup></p>	\$ <u>3,068,768</u>
23.	<p><b>Total current year taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for the current year. <sup>19</sup></p>	\$ <u>39,926,671</u>
24.	<p><b>Total adjustments to the current year taxable value.</b> Add Lines 22 and 23.</p>	\$ <u>42,995,439</u>
25.	<p><b>Adjusted current year taxable value.</b> Subtract Line 24 from Line 21.</p>	\$ <u>1,049,652,789</u>
26.	<p><b>Current year NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup></p>	\$ <u>0.634706</u> /\$100
27.	<p><b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. <sup>21</sup></p>	\$ _____ /\$100

**SECTION 2: Voter-Approval Tax Rate**

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<p><b>Prior year M&amp;O tax rate.</b> Enter the prior year M&amp;O tax rate.</p>	\$ <u>0.429017</u> /\$100
29.	<p><b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	\$ <u>1,019,491,974</u>

<sup>13</sup> Tex. Tax Code §26.01(c) and (d)  
<sup>14</sup> Tex. Tax Code §26.01(c)  
<sup>15</sup> Tex. Tax Code §26.01(d)  
<sup>16</sup> Tex. Tax Code §26.012(6)(B)  
<sup>17</sup> Tex. Tax Code §26.012(6)  
<sup>18</sup> Tex. Tax Code §26.012(17)  
<sup>19</sup> Tex. Tax Code §26.012(17)  
<sup>20</sup> Tex. Tax Code §26.04(c)  
<sup>21</sup> Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	<b>Total prior year M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100.	\$ 4,373,793
31.	<p><b>Adjusted prior year levy for calculating NNR M&amp;O rate.</b></p> <p><b>A. M&amp;O taxes refunded for years preceding the prior tax year.</b> Enter the amount of M&amp;O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2023. This line applies only to tax years preceding the prior tax year..... + \$ 28,768</p> <p><b>B. Prior year taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... - \$ 0</p> <p><b>C. Prior year transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. .... +/- \$ 0</p> <p><b>D. Prior year M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ 28,768</p> <p><b>E.</b> Add Line 30 to 31D.</p>	\$ 4,402,561
32.	<b>Adjusted current year taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,049,652,789
33.	<b>Current year NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.419430 /\$100
34.	<p><b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup></p> <p><b>A. Current year state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p><b>B. Prior year state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies..... - \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100
35.	<p><b>Rate adjustment for indigent health care expenditures.</b> <sup>24</sup></p> <p><b>A. Current year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose..... \$ 0</p> <p><b>B. Prior year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose..... - \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100

<sup>22</sup> [Reserved for expansion]

<sup>23</sup> Tex. Tax Code §26.044

<sup>24</sup> Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<b>Rate adjustment for county indigent defense compensation.</b> <sup>25</sup>	
	<b>A. Current year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. . . . .	\$ 0 _____
	<b>B. Prior year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose. . . . .	\$ 0 _____
	<b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . .	\$ 0.000000 _____/\$100
	<b>D.</b> Multiply B by 0.05 and divide by Line 32 and multiply by \$100. . . . .	\$ 0.000000 _____/\$100
<b>E.</b> Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 _____/\$100	
37.	<b>Rate adjustment for county hospital expenditures.</b> <sup>26</sup>	
	<b>A. Current year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. . . . .	\$ 0 _____
	<b>B. Prior year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. . . . .	\$ 0 _____
	<b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . .	\$ 0.000000 _____/\$100
	<b>D.</b> Multiply B by 0.08 and divide by Line 32 and multiply by \$100. . . . .	\$ 0.000000 _____/\$100
<b>E.</b> Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.000000 _____/\$100	
38.	<b>Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.	
	<b>A. Amount appropriated for public safety in the prior year.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. . . . .	\$ 0 _____
	<b>B. Expenditures for public safety in the prior year.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year . . . . .	\$ 0 _____
	<b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100 . . . . .	\$ 0.000000 _____/\$100
<b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 _____/\$100	
39.	<b>Adjusted current year NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.419430 _____/\$100
40.	<b>Adjustment for prior year sales tax specifically to reduce property taxes.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.	
	<b>A.</b> Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent . . . . .	\$ 2,131,363 _____
	<b>B.</b> Divide Line 40A by Line 32 and multiply by \$100 . . . . .	\$ 0.203054 _____/\$100
<b>C.</b> Add Line 40B to Line 39.	\$ 0.622484 _____/\$100	
41.	<b>Current year voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below.	
	<b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - <b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.644270 _____/\$100

<sup>25</sup> Tex. Tax Code §26.0442

<sup>26</sup> Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p><b>Disaster Line 41 (D41): Current year voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of:</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or</p> <p>2) the third tax year after the tax year in which the disaster occurred.</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0.000000 /\$100
42.	<p><b>Total current year debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes;</p> <p>(2) are secured by property taxes;</p> <p>(3) are scheduled for payment over a period longer than one year; and</p> <p>(4) are not classified in the taxing unit’s budget as M&amp;O expenses.</p> <p><b>A. Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. <sup>28</sup></p> <p>Enter debt amount ..... \$ 5,843,555</p> <p><b>B.</b> Subtract <b>unencumbered fund amount</b> used to reduce total debt. .... – \$ 0</p> <p><b>C.</b> Subtract <b>certified amount spent from sales tax to reduce debt</b> (enter zero if none) ..... – \$ 0</p> <p><b>D.</b> Subtract <b>amount paid</b> from other resources ..... – \$ 3,035,040</p> <p><b>E. Adjusted debt.</b> Subtract B, C and D from A. .... \$ 2,808,515</p>	\$ 2,808,515
43.	<b>Certified prior year excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ 0
44.	<b>Adjusted current year debt.</b> Subtract Line 43 from Line 42E.	\$ 2,808,515
45.	<p><b>Current year anticipated collection rate.</b></p> <p><b>A.</b> Enter the current year anticipated collection rate certified by the collector. <sup>30</sup> ..... 100.72 %</p> <p><b>B.</b> Enter the prior year actual collection rate..... 101.06 %</p> <p><b>C.</b> Enter the 2022 actual collection rate. .... 100.72 %</p> <p><b>D.</b> Enter the 2021 actual collection rate. .... 103.67 %</p> <p><b>E.</b> If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <sup>31</sup></p>	100.72 %
46.	<b>Current year debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ 2,788,438
47.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,092,648,228
48.	<b>Current year debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.255199 /\$100
49.	<b>Current year voter-approval M&amp;O rate plus current year debt rate.</b> Add Lines 41 and 48.	\$ 0.899469 /\$100
D49.	<p><b>Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ 0.000000 /\$100

<sup>27</sup> Tex. Tax Code §26.042(a)  
<sup>28</sup> Tex. Tax Code §26.012(7)  
<sup>29</sup> Tex. Tax Code §26.012(10) and 26.04(b)  
<sup>30</sup> Tex. Tax Code §26.04(b)  
<sup>31</sup> Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.000000 /\$100

### SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
52.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>33</sup> <b>Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>34</sup> <b>- or -</b> <b>Taxing units that adopted the sales tax before November of the prior year.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 2,417,318
53.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,092,648,228
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.221234 /\$100
55.	<b>Current year NNR tax rate, unadjusted for sales tax.</b> <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.634706 /\$100
56.	<b>Current year NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.634706 /\$100
57.	<b>Current year voter-approval tax rate, unadjusted for sales tax.</b> <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.899469 /\$100
58.	<b>Current year voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ 0.678235 /\$100

### SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ 0
60.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,092,648,228
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.000000 /\$100

<sup>32</sup> Tex. Tax Code §26.041(d)

<sup>33</sup> Tex. Tax Code §26.041(i)

<sup>34</sup> Tex. Tax Code §26.041(d)

<sup>35</sup> Tex. Tax Code §26.04(c)

<sup>36</sup> Tex. Tax Code §26.04(c)

<sup>37</sup> Tex. Tax Code §26.045(d)

<sup>38</sup> Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
62.	<b>Current year voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.678235 /\$100

**SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate**

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.<sup>39</sup> The Foregone Revenue Amount for each year is equal to that year’s adopted tax rate subtracted from that year’s voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year’s current total value.<sup>40</sup>

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;<sup>41</sup>
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);<sup>42</sup> or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.<sup>43</sup>

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.<sup>44</sup>

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	<b>Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2023 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.668458 /\$100 \$ 0.019434 /\$100 \$ 0.649024 /\$100 \$ 0.650000 /\$100 \$ -0.000976 /\$100 \$ 979,738,568 \$ 0
64.	<b>Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2022 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.729042 /\$100 \$ 0.000001 /\$100 \$ 0.729041 /\$100 \$ 0.660000 /\$100 \$ 0.069041 /\$100 \$ 767,603,582 \$ 529,961
65.	<b>Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2021 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.630392 /\$100 \$ 0.000000 /\$100 \$ 0.630392 /\$100 \$ 0.680000 /\$100 \$ -0.049608 /\$100 \$ 621,188,247 \$ 0
66.	<b>Total Foregone Revenue Amount.</b> Add Lines 63G, 64G and 65G	\$ 529,961 /\$100
67.	<b>2024 Unused Increment Rate.</b> Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.048502 /\$100
68.	<b>Total 2024 voter-approval tax rate, including the unused increment rate.</b> Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.726737 /\$100

<sup>39</sup> Tex. Tax Code §26.013(b)  
<sup>40</sup> Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)  
<sup>41</sup> Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)  
<sup>42</sup> Tex. Tax Code §§26.0501(a) and (c)  
<sup>43</sup> Tex. Local Gov’t Code §120.007(d)  
<sup>44</sup> Tex. Local Gov’t Code §120.007(d)

**SECTION 6: De Minimis Rate**

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.<sup>44</sup> This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.<sup>45</sup>

Line	De Minimis Rate Worksheet	Amount/Rate
69.	<b>Adjusted current year NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.419430 /\$100
70.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,092,648,228
71.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.045760 /\$100
72.	<b>Current year debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.255199 /\$100
73.	<b>De minimis rate.</b> Add Lines 69, 71 and 72.	\$ 0.720389 /\$100

**SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate**

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.<sup>48</sup>

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.<sup>49</sup>

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	<b>2023 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.650000 /\$100
75.	<b>Adjusted 2023 voter-approval tax rate.</b> Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. <sup>50</sup> Enter the final adjusted 2023 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2023 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
76.	<b>Increase in 2023 tax rate due to disaster.</b> Subtract Line 75 from Line 74.	\$ 0.000000 /\$100
77.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
78.	<b>Emergency revenue.</b> Multiply Line 76 by Line 77 and divide by \$100.	\$ _____
79.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
80.	<b>Emergency revenue rate.</b> Divide Line 78 by Line 79 and multiply by \$100. <sup>51</sup>	\$ 0.000000 /\$100

<sup>44</sup> Tex. Tax Code §26.04(c)(2)(B)  
<sup>45</sup> Tex. Tax Code §26.012(8-a)  
<sup>47</sup> Tex. Tax Code §26.063(a)(1)  
<sup>48</sup> Tex. Tax Code §26.042(b)  
<sup>49</sup> Tex. Tax Code §26.042(f)  
<sup>50</sup> Tex. Tax Code §26.042(c)  
<sup>51</sup> Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	<b>Current year voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ <u>0.726737</u> /\$100

**SECTION 8: Total Tax Rate**

Indicate the applicable total tax rates as calculated above.

- No-new-revenue tax rate.** ..... \$ 0.634706 /\$100  
 As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).  
 Indicate the line number used: 26
- Voter-approval tax rate.** ..... \$ 0.726737 /\$100  
 As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).  
 Indicate the line number used: 68
- De minimis rate.** ..... \$ 0.720389 /\$100  
 If applicable, enter the current year de minimis rate from Line 73.

**SECTION 9: Taxing Unit Representative Name and Signature**

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit’s certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.<sup>52</sup>

**print here** ➔ Keisha Smith, MLS, MPA, PDAC  
 Printed Name of Taxing Unit Representative

**sign here** ➔ *Keisha Smith*  
 Taxing Unit Representative

8/2/2024  
 Date

<sup>52</sup> Tex. Tax Code §§26.04(c-2) and (d-2)



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A12. Review and discuss FY 2024-25 Annual Budget Workshop to discuss Tax Rate.

# FY25 Proposed Budget

Workshop



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City of Richmond, Texas

# FY25 Property Tax



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EST. **TEXAS** 1837

City of Richmond, Texas

# Budget Schedule

Date	Item
April 4 <sup>th</sup>	Spring Retreat
May 20 <sup>th</sup>	Property Tax & Exemptions
July 22 <sup>nd</sup>	Bond Issuance Presentation
July 22 <sup>nd</sup>	File Proposed Budget
July 25 <sup>th</sup>	Tax Roll Certification
August 5 <sup>th</sup>	Budget Workshop #1 – Special Meeting / Revenues and Expenditures
August 19 <sup>th</sup>	Budget Workshop #2 – Tax Rate & Overview of changes during process
September 10 <sup>th</sup>	Special Meeting – Public Hearing on Budget & Set Date For Budget Adoption
September 16 <sup>th</sup>	Adopt Budget, Public Hearing on Tax Rate, Adopt Tax Rate, Ratify Tax Increase
September 16 <sup>th</sup>	Adopt Fee Ordinance
October 1 <sup>st</sup>	Beginning of Fiscal Year 2025
November	Delivery of Bond Funds

# Property Tax Key Terms

- ▶ **No-new-revenue Tax Rate**
  - **Is the rate that will provide a taxing unit with the same amount of revenue on properties taxed in the preceding year**
- ▶ **Voter Approval Tax Rate**
  - **Is the rate that will provide a taxing unit with no more than a 3.5% increase on the same properties taxed in the preceding year**
    - **Adjusted for (not all inclusive):**
      - **Lawsuits/court ordered reductions**
      - **Sales tax for property tax reduction gain**
      - **Collections**
      - **Debt payments**



# Property Tax Key Terms

- ▶ **De Minimis Tax Rate**
  - **The rate when applied to a taxing current value, will impose an amount of taxes equal to \$500,000**
  - **Applies to cities with a population less than 30,000**
- ▶ **Unused Increment Rate**
  - **3-year rolling sum of the difference between the adopted tax rate and the voter approval rate**

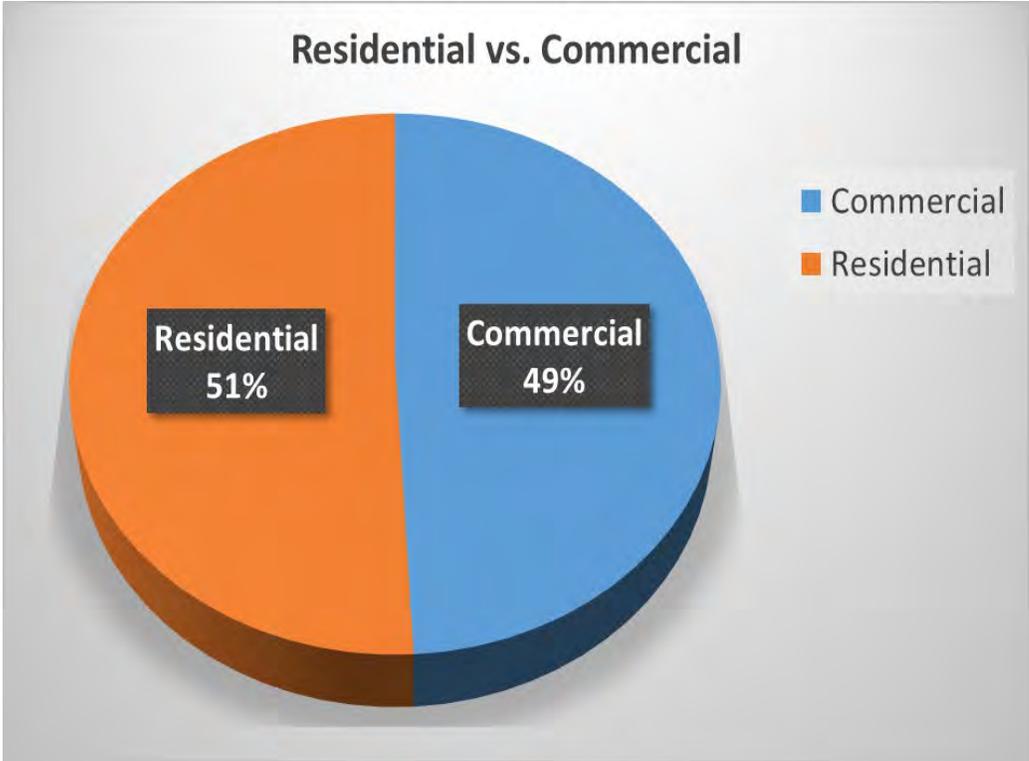
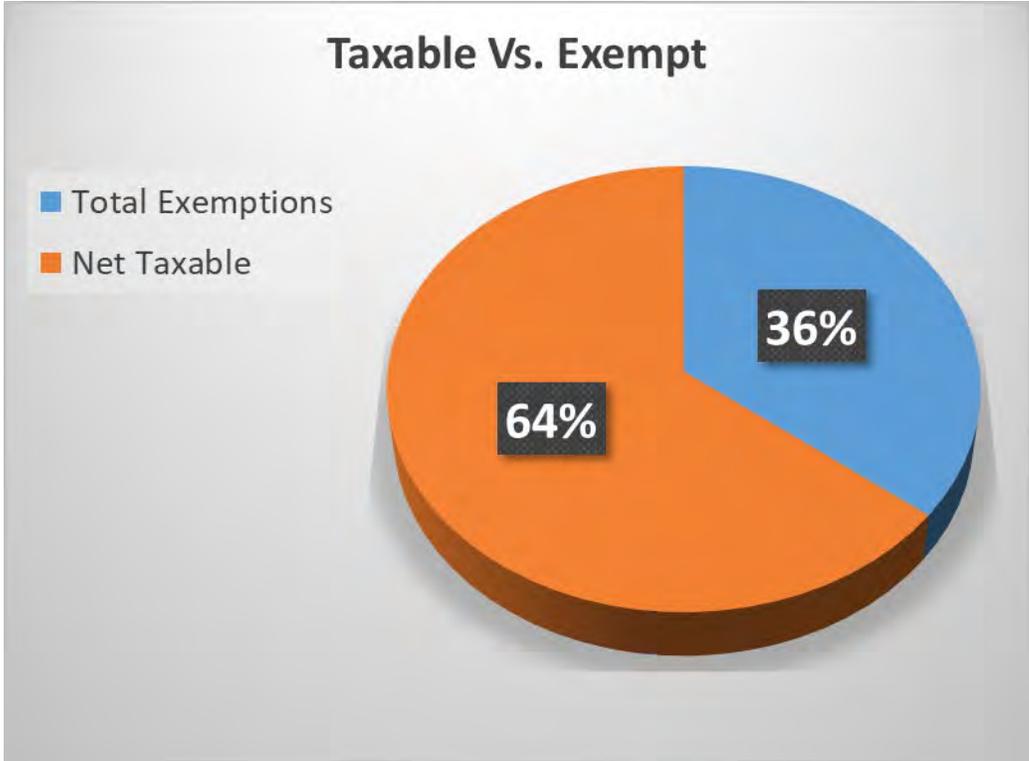


# Property Tax Composition – Net Taxable Value

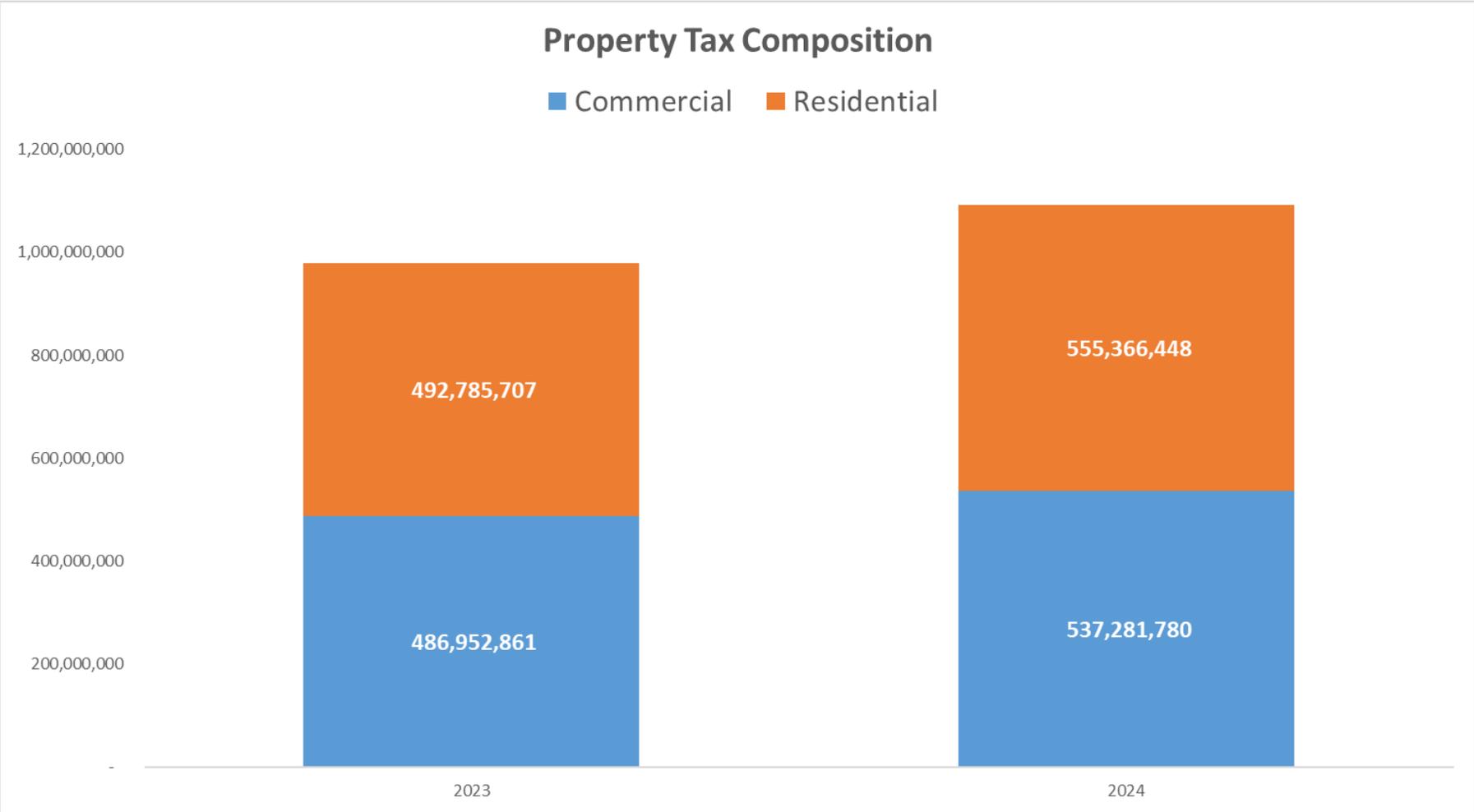
	Commercial		Residential		Total Tax Year 2024	% Of Total
	Tax Year 2024	% Total	Tax Year 2024	% Total		
Land	177,832,963	16.28%	124,338,813	11.38%	302,171,776	27.65%
Improvements	757,015,748	69.28%	542,218,349	49.62%	1,299,234,097	118.91%
Other	95,284,263	8.72%		0.00%	95,284,263	8.72%
Adjustments	(485,201,126)	-44.41%	(82,840,806)	-7.58%	(568,041,932)	-51.99%
Productivity	(7,003,882)	-0.64%		0.00%	(7,003,882)	-0.64%
Exemptions	(646,185)	-0.06%	(28,349,909)	-2.59%	(28,996,094)	-2.65%
<b>Grand Total</b>	<b>537,281,780</b>	<b>49.17%</b>	<b>555,366,448</b>	<b>50.83%</b>	<b>1,092,648,228</b>	<b>100.00%</b>



# Property Tax Composition

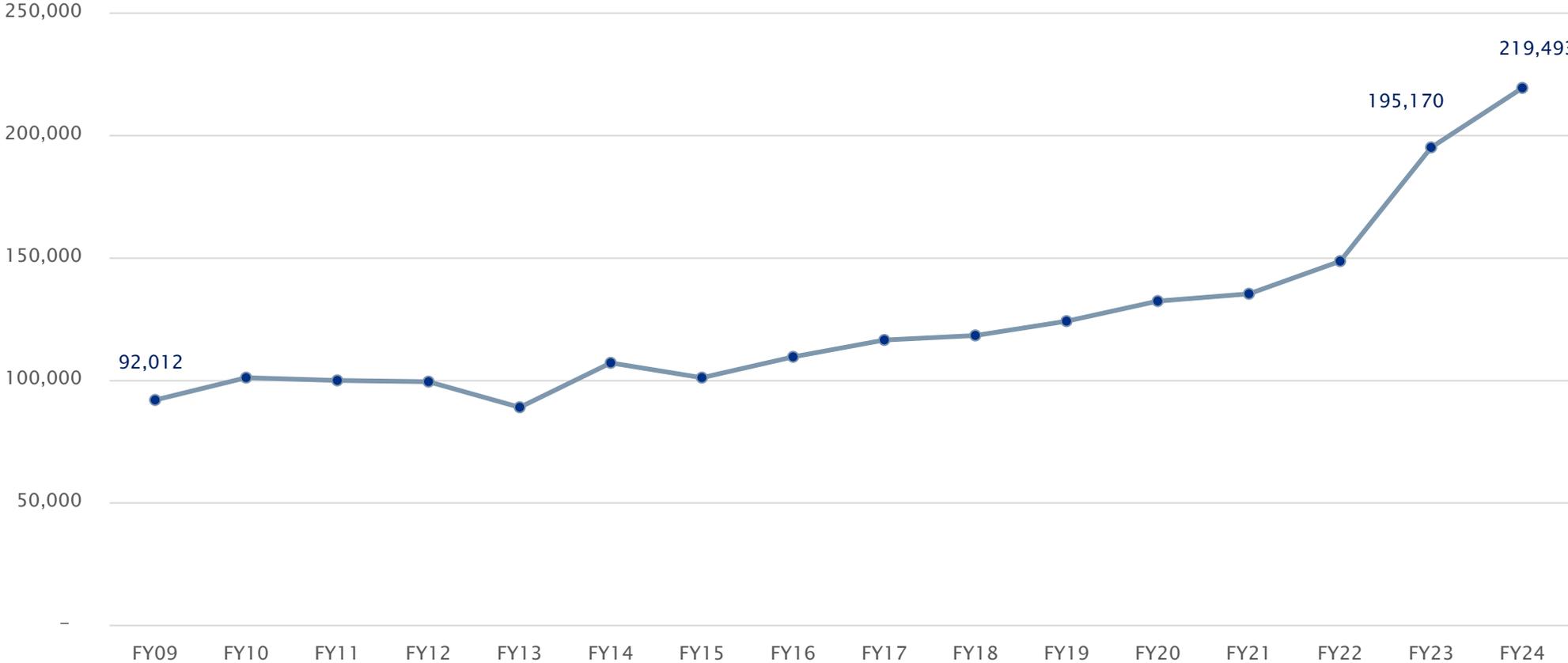


# Property Tax



# Property Tax

## AVERAGE HOME VALUE



# Property Tax Proposed Rate

## ▶ Proposed Tax Rate

- Proposed budget includes a reduction of .005 cents
- Consideration Factors:
  - \$18,853,030 is still under ARB review, and \$16,402,136 is assumed in the tax rate calculation
    - Exposure of up to \$105,876 at \$0.645000
  - Lowering tax rate too fast may impact growth, future annexation of MUDs, and return on investments
  - Helps mitigate exposure to inflation and reduce any potential drawdown in the General Fund
  - Allows for a stable transition down in the tax rate minimizing likelihood of a seesaw effect in the tax rate



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# Levy per cent and fraction thereof

Cent/Fraction	Levy @ 98%
0.01	\$106,000
0.005	\$53,000
0.0025	\$27,000



# Opportunity Cost

- ▶ **Reduction in 0.01 is equivalent to \$106,000 which could assist in hedging against the unpredictability of sales tax**
- ▶ **\$106,000 is approximately the annual payment for \$1.45 M in debt issuance**
- ▶ **Hedge against inflation**
- ▶ **Additional personnel to maintain service levels**
- ▶ **Unconstrained CIP**
- ▶ **Long term financial impact**



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EST. **TEXAS** 1837

# Exemption Enhancements

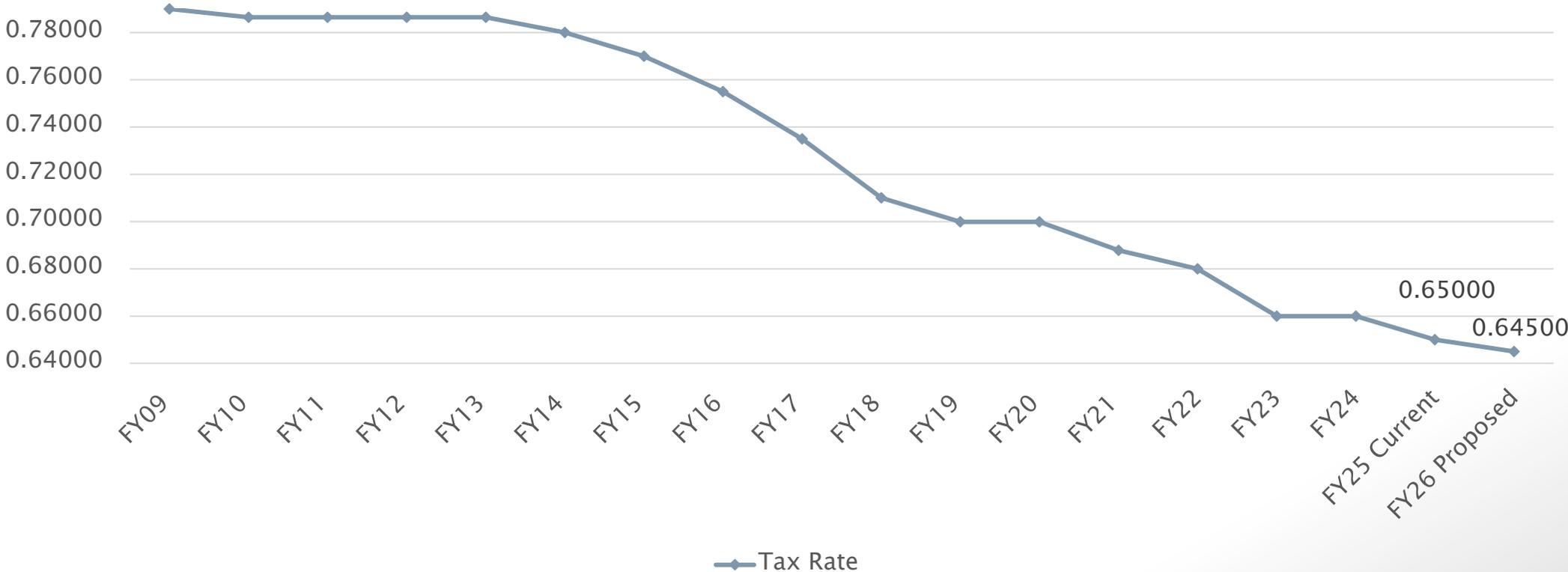
Exemption Type	Amount/%	Exemption 2023 Count	Exemption 2023 Certified Valuation (Estimate)	Revenue
Over 65	\$6,000	834	\$4,744,050	(\$30,000)
Homestead Exemption	3.5% or 5,000 Whichever is Greater (Newly Adopted)	1,854	\$11,838,142	(\$76,000)
<b>Total</b>			<b>\$16,582,192</b>	<b>(\$106,000)</b>



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# Property Tax

## Historical Tax Rate



# Tax Rate Comparison

Description	FY2024	FY2025
Adopted/Proposed M&O Tax Rate	0.429017	0.389801
Adopted/Proposed Debt Tax Rate	0.220983	0.255199
<b>Adopted/Proposed Tax Rate</b>	<b>0.650000</b>	<b>0.645000</b>
<b>No-new-revenue Tax Rate</b>	<b>0.580226</b>	<b>0.634706</b>
No-new-Revenue M&O Tax Rate	0.389726	0.419430
Voter Approval M&O Tax Rate	0.634296	0.644270
<b>Voter Approval Tax Rate</b>	<b>0.668458</b>	<b>0.726737</b>
<b>De Minimis Tax Rate</b>	<b>0.661743</b>	<b>0.720389</b>



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# Neighboring City Tax Rates and Valuation

City	Tax Rate	2024 Taxable Value (Estimate)	Annual Revenue (Estimate)
Sugar Land	0.350000	\$21.56 B	\$73.94 M
Missouri City	0.570825	\$11.83 B	\$66.20 M
Rosenberg	0.342364	\$4.68 B	\$15.71 M
*Stafford	0.299990	\$4.93 B	\$14.49 M
Katy	0.430000	\$2.17 B	\$9.16 M
Fulshear	0.168767	\$4.69 B	\$7.75 M
Richmond	0.645000	\$1.09 B	\$6.96 M
Meadows Place	0.799610	\$0.54 B	\$4.27 M
Needville	0.350000	\$0.32 B	\$1.09 M



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*\*Pending resident vote on election day*

City of Richmond, Texas

# Preliminary vs Certified Valuation

## May Commission Discussion

- Preliminary Valuation \$1,150,237,071

Scenario	Valuation Projection
Appraisal Estimate of Value	\$1,000,706,252
City Five Year Average (~8.5% Discount)	\$1,042,668,000
Blend of the First Two Scenarios	\$1,021,687,126

## Certified Valuation \$1,080,701,006

ARB Approved Totals	\$1,076,246,092
Under ARB (Discounted)	\$16,402,136
New City Hall On Roll	(\$7,211,965)
Estimated Additional 1% Homestead Exemption	(\$4,735,257)
<b>Total</b>	<b>\$1,080,701,006</b>



**RICHMOND**  
EST. TEXAS 1837

# Tax Rate Comparison to Budget

Description	Budget	Proposed @0.645000	Variance
Tax Levy	\$6,831,111	\$6,457,831	\$373,280
Delinquent/Penalties & Interest	\$116,000	\$116,000	-
<b>Total Property Tax Revenue</b>	<b>\$6,947,111</b>	<b>\$6,573,831</b>	<b>\$373,280</b>

Description	Budget	@0.640000	Variance
Tax Levy	\$6,778,157	\$6,457,831	\$320,326
Delinquent/Penalties & Interest	\$116,000	\$116,000	-
<b>Total Property Tax Revenue</b>	<b>\$6,894,157</b>	<b>\$6,573,831</b>	<b>\$320,326</b>



# Truth in Taxation - Adoption Process

- ▶ In addition to publishing notices in the Newspaper and on the City website, the following additional steps must be taken:
  - I. Public Hearing on the Budget
  - II. Budget Adoption
    - Budget must be approved before the Tax Rate
    - Simple majority
  - III. Public Hearing on the Tax Rate
  - IV. Approval of the Tax Rate
    - Super majority
    - Adopted in two parts
      - Maintenance & Operations
      - Debt Service
  - V. Record vote to ratify the tax rate increase in the budget
    - I. Separate Item on the agenda



# Publication of Maximum Tax Rate

- ▶ **Record Vote on Notice to Publish Tax Rate:**
  - **The Texas Tax Code requires that a vote of all members of the governing body appear on the Tax Rate Notice.**
  - **The Proposed Tax rate of \$0.640000 per \$100 value is lower than the prior year, however, due to increases in property values there is a tax increase which triggers the tax rate increase provision.**
  - **In accordance with Section 26.06 of the Texas Tax Code “ NOTICE, HEARING, AND VOTE ON TAX INCREASE”, I move that the maximum tax rate published be set at \$0.640000 and the Public Hearing on the Tax rate be set for September 16, 2024, at 4:30 PM, at 600 Morton Street.**

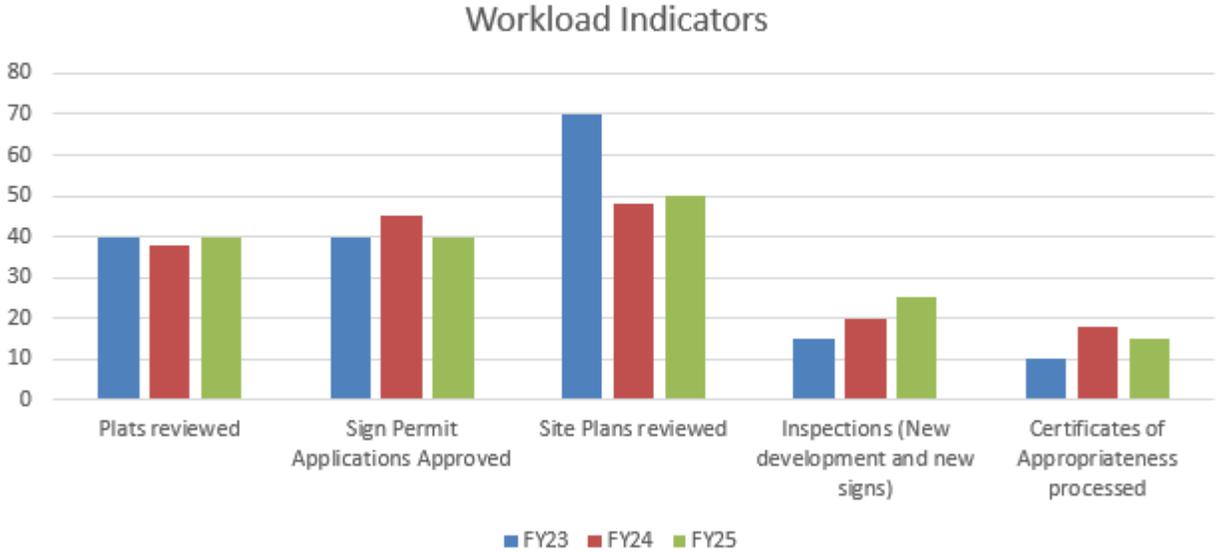


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# Other Budget Items

- Update to Planning department graphs

Workload Indicators



# Budget Schedule

Date	Item
<del>April 4<sup>th</sup></del>	<del>Spring Retreat</del>
<del>May 20<sup>th</sup></del>	<del>Property Tax &amp; Exemptions</del>
<del>July 22<sup>nd</sup></del>	<del>Bond Issuance Presentation</del>
<del>July 22<sup>nd</sup></del>	<del>File Proposed Budget</del>
<del>July 25<sup>th</sup></del>	<del>Tax Roll Certification</del>
<del>August 5<sup>th</sup></del>	<del>Budget Workshop #1 – Special Meeting / Revenues and Expenditures</del>
<del>August 19<sup>th</sup></del>	<del>Budget Workshop #2 – Tax Rate &amp; Overview of changes during process</del>
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October 1 <sup>st</sup>	Beginning of Fiscal Year 2025
November	Delivery of Bond Funds

# Questions, Discussion or Comments



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# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

A13. Review and record vote on notice to publish tax rate.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: 08/19/2024**

**Staff Review:**

City Manager \_\_\_\_\_

City Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Fire Department \_\_\_\_\_

Police Department \_\_\_\_\_

Public Works \_\_\_\_\_

**AGENDA ITEM: Review and record vote on notice to publish tax rate.**

**SUBMITTED BY: Isaias Preza**

**SYNOPSIS**

**Review and record vote on notice of maximum tax rate to publish.**

**COMPREHENSIVE PLAN GOALS ADDRESSED**

**Leverage public investments to enhance the existing community and promote growth.**

**BACKGROUND**

**Each year as part of the budget and tax rate setting process, the City Commission must take a record vote on the maximum tax rate to publish. This requirement is codified in section 26.06 of the Texas Tax Code.**

**Staff is recommending the maximum tax rate to publish be set at \$0.640000 per \$100 value. While this rate is equal to the prior year, since property values are increasing there is an increase in the levy, which triggers the increase provision under section 26.06 of the tax code.**

**The City's Truth in taxation rates are as follows:**

**No-New-Revenue Tax rate: \$0.634706**

**Voter Approval Tax rate: \$0.726737**

**De Minimis Tax rate: \$0.720389**

**At the meeting, a motion will need to be made in the following form:**

**In accordance with Section 26.06 of the Texas Tax Code “Notice, Hearing, and Vote on Tax Increase”, I move that the maximum tax rate published be set at \$0.XX and the public hearing on the tax rate be set for September 16, 2024, at 4:30 PM, at 600 Morton Street.**

**BUDGET ANALYSIS**

<b>FUNDING SOURCE</b>	<b>ACCOUNT NUMBER</b>	<b>PROJECT CODE/NAME</b>	<b>FY 2024 FUNDS BUDGETED</b>	<b>FY 2024 FUNDS AVAILABLE</b>	<b>AMOUNT REQUESTED</b>

BUDGET AMENDMENT REQUIRED? YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Requested Amendment:

Budgeted funds estimated for FY 2024:

Purchasing Review:

**Financial/Budget Review:**

FORM CIQ: \_\_\_\_\_

FORM 1295 \_\_\_\_\_

**SUPPORTING MATERIALS**

Resolution attached

**STAFF'S RECOMMENDATION**

**Staff recommends the Commission set the maximum tax rate to publish at \$0.645000 per \$100 value.**

City Manager Approval: \_\_\_\_\_



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A14. Review and consider taking action on Resolution No. 490-2024, establishing a fire protection agreement with Fort Bend County No. 251 (Indigo).

**RESOLUTION NO. 490-2024**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, APPROVING THE FIRE PROTECTION AGREEMENT WITH FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 251**

The City of Richmond ("City") and Fort Bend County Municipal Utility District No. 251 ("District") propose to enter into a Fire Protection Agreement ("Agreement") to provide fire services to the residents and businesses to be located in the District.

The District must submit a proposed fire protection plan to the Texas Commission on Environmental Quality ("TCEQ") for review and approval.

Upon TCEQ's approval the submitted fire protection plan, the District must submit the fire protection plan to its voters for approval.

The City Commission finds that it is in the public interest to conditionally approve the Fire Protection Plan with the District, Now, Therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

Section 1. The facts and findings set forth in the preamble to this Resolution are found to be true and correct.

Section 2. The City Commission hereby conditionally approves the Fire Protection Agreement with the District, conditioned upon approval of the fire protection plan by TCEQ and the voters in the District. The proposed Fire Protection Agreement is attached hereto.

Section 3. This Resolution shall be effective immediate upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Rebecca K. Haas, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Lasha Gillespie, City Secretary

\_\_\_\_\_  
Gary W. Smith, City Attorney



## FIRE PROTECTION AGREEMENT

This Fire Protection Agreement (the "Agreement") is entered into this 9 day of August, 2024, by and between the City of Richmond, Texas (the "City") and Fort Bend County Municipal Utility District No. 251 (the "District"), a conservation and reclamation district created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code.

### RECITALS

WHEREAS, the District is currently located in the City of Richmond's extraterritorial jurisdiction; and

WHEREAS, the City is willing to provide fire protection services to the District; and

WHEREAS, the Board of Directors of the District believes that it is in the best interest of the residents to enter into this Agreement pursuant to Section 49.351 of the Texas Water Code; NOW, THEREFORE:

### AGREEMENT

The District and the City hereby covenant and agree as follows:

Section 1. Purpose. The purpose of this Agreement is to contract with the City to provide fire protection services to the District in return for payment of fire protection fees, in accordance with this Agreement.

Section 2. Definitions. In this Agreement:

"City" means the City of Richmond, Texas.

"District" means Fort Bend County Municipal Utility District No. 251.

"Effective Date" means the date on which this Agreement becomes effective, as specified in Section 3(b).

"Fire Protection Services" means all fire suppression, emergency medical and rescue services regularly provided by the City of Richmond Fire Department to persons and property located within its corporate limits on the Effective Date, except for fire inspections of buildings and properties, code enforcement services, and arson investigations.

"Improved Nonresidential Property" means any improved real property, whether or not such property is tax-exempt, on which there is located a building or structure that is not residential property.

"TCEQ" means the Texas Commission on Environmental Quality.

Section 3. Effective Date. The Parties recognize that this Agreement and the District's obligations hereunder are subject to the District satisfying the requirements of Subchapter L, Chapter 49, Texas Water Code, relative to contracting for fire protection services, including approval of a fire plan by the TCEQ and a successful fire plan election. This Agreement shall be in full force and effect upon the first day of the month following the adoption of an order by the District declaring the results of the fire plan election (the "Effective Date").

Section 4. Fire Protection Services.

(a) The City has a fire department and three existing fire stations. The City owns and operates four pumpers (engines that carry water and hoses), a tanker truck, an aerial ladder truck, boats for water rescues, rescue trucks, and other necessary equipment for the operation of its fire stations, trucks, and fire department. In providing Fire Protection Services to the District, the City shall be solely responsible for the operation and maintenance of all City fire stations and equipment.

(b) The Parties acknowledge that in providing Fire Protection Services to the District, the City will use the fire hydrants, connections, and water supply and distribution systems (water distribution system) available in the District, owned by the District.

(c) During the term of this Agreement, the City will provide to the District Fire Protection Services to persons, buildings, and property located within the District, including any land added to the District via annexation, upon notification to the City of final District action annexing any land. The City will provide Fire Protection Services to the District in the same manner and with the same standard of care as it would to those residences and structures in the City limits.

(d) The Parties acknowledge that the City must also respond to requests for Fire Protection Services in the corporate limits of the City and that the City has contracts to provide Fire Protection Services to other entities. In providing Fire Protection Services to the District, the City will follow its adopted standard operating procedures, subject to its right and discretion, without being in breach of this Agreement, and without liability to the District or its occupants or residents, to determine: (1) whether Fire Protection Services are needed in a particular case; (2) whether and when personnel or equipment are available to respond to a request for Fire Protection Services; (3) the order in which to respond to requests for Fire Protection Services; and (4) the time in which to respond to a request for Fire Protection Services.

(e) The District assumes no responsibility for the reliability, promptness, or response time of the City. The District's sole obligation for provision of Fire Protection Services to its residents is to impose and collect fees for Fire Protection Services to residents and other property owners in the District.

Section 5. Employees. The City shall provide employees who meet, at least, minimum state qualifications to perform the Fire Protection Services required by this Agreement. The District assumes no responsibility for the actions of the City's employees in performing their fire protection duties. The District will make no recommendations and is in no way responsible for the

selection, sufficiency, or qualifications of the City's employees.

Section 6. Payment for Fire Protection Service. Upon approval of a fire plan by voters in the District, the District shall impose a monthly fee for residents of the District for Fire Protection Services. The District shall be responsible for the billing and collection of such fees from District residents.

(a) Initial Monthly Charge.

(i) Residential Properties. Following the Effective Date, the District shall pay the City a monthly fee of \$20.00 for Fire Protection Services for each residential unit in the District that is connected to and receiving service from the District's water supply system. The monthly fee shall increase annually on October 1 in accordance with the CPI adjustment procedures established in Section 6(b).

(ii) Nonresidential Properties. Following the Effective Date, the District shall also pay the City a monthly charge of \$20.00 for each 2,000 square feet or part thereof of building floor area for every Improved Nonresidential Property located in the District that is connected to and receiving service from the District's water supply system each month. The square footage used to determine the charge shall be based on the records of the Fort Bend Central Appraisal District. The monthly fee shall increase annually on October 1 in accordance with the CPI adjustment procedures established in Section 6(b).

(b) Annual Adjustment. Beginning October 1, 202~~5~~, and on each October 1<sup>st</sup> thereafter, the monthly charge in Section 6(a) above will be adjusted by 100% of the increase, if any, between the most recently published CPI and the CPI for the preceding calendar year. "CPI" as used herein shall mean the revised Consumer Price Index for All Urban Users ("CPI-U"), all items, published by the United States Department of Labor, Bureau of Labor Statistics 1982-1984 =100. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the City may substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

(c) Cost of Service Adjustment. In addition to the annual CPI adjustment to the monthly fee in Section 6(a) above, after October 1, 202~~5~~, the City shall have the right to adjust said fee to equal its cost of providing out-of-City fire service upon written notice to the District.

(d) Capital Contribution. Subject to the approval of the fire plan by TCEQ and the District voters, the District shall pay the City a fee of \$100,000 (the "Capital Contribution") toward the capital cost of new fire suppression vehicles and equipment.

Section 7. Term. The Agreement will continue in effect for fifteen (15) years from the Effective Date (the "Initial Term") and shall be automatically renewed thereafter for successive one-year terms. This Agreement terminates upon the date the District is dissolved by reason of annexation of the property in the District by the City of Richmond or as provided in Section 8 below.

Section 8. Termination.

(a) Termination and Default. Either Party may terminate this Agreement after the expiration of the initial thirty (30) year term, by giving the other Party written notice of termination at least one (1) year prior to the termination date. Either Party may declare a default hereunder if either Party fails, refuses, or neglects to comply with any of the terms of this Agreement. If a Party declares a default of this Agreement, this Agreement shall terminate after notice and opportunity to cure as provided for herein. The Party declaring a default shall notify the other Party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Party shall have thirty (30) days from the receipt of such notice to cure any default {except when curing the default requires activity over a period of time in excess of thirty (30) days performance shall commence within thirty (30) days after the receipt of notice, and such performance shall be diligently continued until the default is cured}.

(b) Termination for Inability to Perform. This Agreement may also be terminated by either Party as a result of an inability to perform. Inability of performance means a change in law, statute, or other regulation that prevents either party from fulfilling its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other Party by registered or certified mail and such termination shall take effect not less than one (1) year following the date the notice is received by the other Party.

Section 9. Notice. All notices shall be in writing and given by certified mail with return receipt requested, with receipt as of the date of the signed receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the addresses of the Parties shall, unless changed as hereinafter provided, be as shown on the signature page of this Agreement. The Parties shall have the right to change their respective addresses and each shall have the right to specify their respective new addresses by at least thirty (30) days written notice to the other Party.

Section 10. No Additional Waiver Implied. No waiver or waivers of any breach or default or any breaches or defaults by either Party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 11. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the Parties hereto.

Section 12. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this contract to other persons or circumstances shall not be affected thereby.

Section 13. Agreement Not for Benefit of Third Parties. This Agreement is not intended

to benefit any party other than the Parties to this Agreement or to impose any duty upon the City or the District toward any person or entity not a Party hereto.

Section 14. Liability. The City shall not be liable to the District or any other person for its decisions in the manner or method of providing for Fire Protection Services under this Agreement. This Agreement is not intended to waive or alter any defense or immunity the City has under State law for claims arising from the performance of this Agreement, including the failure to provide or the method of provision Fire Protection Services under this Agreement.

Section 15. Entire Agreement. Upon execution of this Agreement by both of the Parties, this Agreement shall constitute the entire Agreement between the Parties for the provision of Fire Protection Services.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

CITY OF RICHMOND, TEXAS  
402 Morton Street  
Richmond, Texas 77469

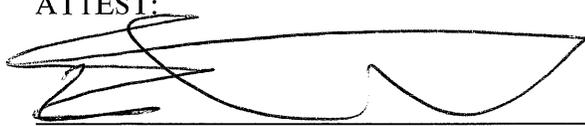
By: \_\_\_\_\_  
Rebecca K. Haas  
Mayor

ATTEST:

\_\_\_\_\_  
Lasha Gillespie  
City Secretary

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 251  
c/o Muller Law Group, PLLC  
Richard L. Muller, Jr.  
202 Century Square Blvd.  
Sugar Land, Texas 77478

By:  \_\_\_\_\_  
Vice President

ATTEST:  
  
Secretary



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A15. Review and consider taking action on Ordinance No. 2024-10, amending Animal Ordinance.



## Ordinance No.2024-10

AN ORDINANCE AMENDING CHAPTER 6 “ANIMALS” OF THE CODE OF ORDINANCES OF THE CITY OF RICHMOND, TEXAS TO PROVIDE REGULATIONS FOR THE CARE OF AND PROTECTION OF ANIMALS AND PROVISIONS RELATED TO DANGEROUS DOGS; PROVIDING A PENALTY CLAUSE; REPEALING ANY ORDINANCE IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The regulation of animals within the City limits of the City of Richmond is essential and necessary to protect the public and domestic animals, to preserve and protect the public safety, and to provide safe, secure, family-oriented communities.

The City Commission of the City of Richmond, Texas, finds that the preservation of public safety and welfare of the citizens and domestic animals and the provision of safe, secure, family-oriented communities within the City requires reasonable regulation of animals within the City; **Now Therefore,**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

**SECTION 1.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

**SECTION 2.** Chapter 6 “Animals” of the Code of Ordinances, City of Richmond, Texas is hereby amended to read as follows:

### “Chapter 6 - ANIMALS

#### ARTICLE I. - IN GENERAL

##### Secs. 6-1. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- *Animal control authority* means the Fort Bend County Animal Control Department.
- *Bodily injury* means physical pain, illness, or any impairment of physical condition to a person.
- *Cat* means a domestic feline of either sex, including one neutered or sterilized.
- *Chipped* means an animal that has a microchip implant that is an identifying integrated circuit placed under the skin of an animal that is listed on a national registry and contains contact information of the owner.

- *Commercial domestic animal establishment* means any establishment that breeds, sells, houses for hire, or handles domestic animals for the purpose of monetary gain.
- *Commercial kennel* includes any lot, enclosures, structure, building or premises wherein any person or entity engages in the business of boarding, breeding, buying, letting for hire, trading for a fee, or selling dogs or cats; provided, however, this definition shall not apply to animal shelters, veterinary clinics, or animal hospitals operated by veterinarians duly licensed under the laws of the state.
- *Confined* means restrained within a building, structure, or fenced area, so that the domestic animal cannot escape from said building, structure, or fenced area, without human assistance.
- ~~*Dangerous dog* means:~~
  - ~~(1) A dog that makes an unprovoked attack on a human or another domestic animal, that causes bodily injury and occurs in a place other than an enclosure in which the dog was confined; or~~
  - ~~(2) A dog that commits unprovoked acts in a place other than an enclosure in which the dog was confined, and those acts cause a person reasonably to believe that the dog will attack and cause bodily injury to that person or to another domestic animal which could include a situation where the dog attacks another domestic animal in the vicinity of humans, and in which the humans cannot prevent such attack without fear of being injured themselves; or~~
  - ~~(3) A dog that makes an unprovoked attack on a human eight (8) years of age or younger within its enclosure and such enclosure was not reasonably certain to keep a person that age from entering.~~
- *Direct control* means the ability of the owner or responsible person to handle the animal or the animal being physically restrained or contained by a sufficient lead, leash or similar device.
- *Dog* means a domestic canine of either sex, including one neutered or sterilized.
- *Domestic animal* means and includes all species of animals commonly accepted as being domesticated.
- *Fenced area* means an area enclosed by a fence of sufficient height, strength, and construction to prevent the domestic animal from escaping.
- *Owner* means any individual, corporation, association, or any other legal entity that keeps, controls, manages, possesses, or has part interest in any domestic animal. If a minor owns a domestic animal subject to the provisions of this chapter, the head of the household for such minor shall be deemed to be the owner of such domestic animal for the purpose of this chapter.
- *Pet animal* means and includes dogs, cats, horses, rabbits, rodents, birds, reptiles, and any other species of domestic animal which is sold or retained as a pet.
- *Rabies* vaccination means the vaccination of a dog, cat, or other domestic animal with an antirabies vaccine approved by the state department of health and administered by a veterinarian licensed by the state.
- *Rodent*, when referred to in this article as a pet, means cage-raised.

- *Running at large* means a domestic animal:
  - (1) Not confined within a building, structure, or fenced area;
  - (2) That is not under the physical restraint of a competent person by means of a leash or chain of proper strength, which precludes the domestic animal from making any unsolicited contact with any other person, including such other person's clothing, property, premises, or other domestic animals under control of such other person; or
  - (3) A domestic animal intruding upon the property of another person other than the owner shall be deemed running at large. A domestic animal within an automobile of its owner shall not be deemed running at large.
- *Secure enclosure* means a fenced area or structure that is:
  - (1) Locked;
  - (2) Capable of preventing the entry of the general public, including children;
  - (3) Capable of preventing the escape or release of a dog; and
  - (4) ~~Clearly marked as containing a dangerous dog;~~
  - (5) In conformance with the requirements for enclosures established by the city manager or designee.
- *Serious bodily injury* means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.
- *Stray domestic animal* means any domestic animal for which there is no identifiable owner.
- *Unprovoked attack or bite* means an action of the dog that causes bodily injury and that occurs during ordinary care, including feeding, walking, and placing a collar, leash, or harness on a dog; or from merely initiating interaction with a dog; or standing and facing the dog; walking toward a dog or its owner; or addressing the dog's owner.
- *Wild animal* means and includes all species of animals which exist in a natural unconfined state and are usually not domesticated.
- *Wild and exotic animal* means and includes any animal, amphibian, reptile, or fowl which is of a species which is vicious in nature or other characteristic and is dangerous to human beings. Wild and exotic animals shall include, but not be limited to, lions, tigers, leopards, panthers, lynx, wolves, raccoons, skunks (whether deodorized or not), apes, gorillas, monkeys of a species where the species' average weight is 20 pounds or more, foxes, elephants, rhinoceroses, alligators, crocodiles, and all forms of poisonous reptiles, and any other animal that is not indigenous to the county or the city. The term "wild or exotic animal," as used in this article, shall not include gerbils, hamsters, guinea pigs, mice, or rabbits.

## **6-2 - Right of entry/complaint investigation.**

The chief of police or designee may enter upon any premises where entry of the public is allowed to carry out the provisions of this chapter.

### **6-3 - Penalty for violations; other remedies.**

- (a) Any person who violates any provision of this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine as provided in section 1-7 of the Code of Ordinances of the City of Richmond, or any amendment thereto or renumbering thereof, for violations of public health for each act of violation and for each day of violation.
- (b) Any person who obstructs, impedes, or interferes with a representative of the city, with a representative of a city department, with surveillance equipment, or with a person who has been ordered to abate a situation pursuant to this article and who is lawfully engaged in such abatement is guilty of a misdemeanor and upon conviction is punishable by a fine as provided in section 1-7 of the Code of Ordinances, City of Richmond, or any amendment thereto or renumbering thereof, for violations of public health for each act of violation and for each day of violation.
- (c) In addition to proceeding under authority of subsections (a) and (b) of this section, the city is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes or other ordinances against a person, firm, or corporation that remains in violation of this chapter.

### **6-4 - Search warrants.**

If the chief of police or designee has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this chapter, or that there is a need to inspect to verify compliance with this chapter, or to protect the overall public health, safety, and welfare of the community, then the chief of police or designee may seek issuance of a search warrant from the appropriate court.

### **6-5 - Administrative liability.**

- (a) No officer, agent, or employee of the city shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of such person's duties under this chapter.
- (b) Any suit brought against any officer, agent, or employee of the city as a result of any act required or permitted in this discharge of such duties under this chapter shall be defended by the city attorney until the final determination of the proceedings therein.

## **ARTICLE II. - ANIMAL CONTROL**

### **Sec. 6-11. - Nuisances.**

- (a) The following actions are considered to be a nuisance and shall be unlawful:
  - (1) Allowing the accumulation of domestic animal waste which causes frequent or long, continued, offensive odors to a person of ordinary sensibilities.

- (2) Keeping on a person's premises or elsewhere any domestic animal that makes or creates an unreasonable disturbance of the peace of any person of ordinary sensibilities living in the immediate vicinity or suffers or permits such domestic animal to make or create frequent or long, continued noises by howling, barking, meowing, wailing, crowing or otherwise. A person shall be deemed to have violated the terms of this section if such person shall have been notified by the neighbor(s) or the chief of police or a police officer of such disturbance and shall have refused or failed to correct such disturbance and prevent its recurrence. The person complaining of the disturbance may provide evidence of the conditions set forth in the preceding sentence to the chief of police or designee or to the prosecutor for consideration.
  - (3) Possessing any animal, the possession of which is prohibited by or pursuant to this chapter.
- (b) It is unlawful to create or allow a nuisance as defined herein. Any person who creates or allows a nuisance is deemed guilty of a misdemeanor and, upon conviction, is subject to a fine, as authorized by other sections of this chapter and references to the Code of Ordinances of the city.
  - (c) A continuing public nuisance in this section is defined as an irresponsible action of ownership or control of a domestic animal(s) that endangers the public health, public safety, or public welfare; an action that offends the public morals; or an action that endangers life or health, gives unreasonable offense to the senses, or obstructs the reasonable and comfortable use of another's property. If the city manager or designee determines that a continuing public nuisance exists, one which is detrimental to the public health, safety, and welfare and one which continues unabated despite enforcement efforts, the city manager or designee may take action to abate such nuisance.

**Sec. 6-12. - Injured or sick animals.**

Severely sick or injured animals in the city may be humanely ~~destroyed~~killed to prevent further pain or suffering.

**Sec. 6-13. - Guard dogs.**

*Guard dogs.* It shall be unlawful to place or maintain any dog which has been specifically trained to attack, in any area for the protection of persons or property in the city, unless the dog is physically confined to a specific area or is under complete and absolute control. The area or premises in which a guard dog is confined must be conspicuously posted with warning sign bearing letters not less than two inches high.

**Sec. 6-14. - Inhumane treatment.**

- (a) *Cruelty to domestic animals.* It shall be unlawful for any person to commit or cause to be committed any act of cruelty, harassment, or torture to any domestic animal or intentionally cause such domestic animal to be mutilated or inhumanely killed in the city.

Ownership or the commission of such acts of cruelty on private property shall not be a justifiable defense of violation to this section.

- (b) *Fail to provide food, water shelter.* It shall be unlawful for an owner to leave a domestic animal outside unless the owner provides the domestic animal access to:
  - a. adequate shelter;
  - b. an area that allows the domestic animal to avoid standing water and exposure to excessive animal waste;
  - c. shade from direct sunlight; and
  - d. potable water.
  
- (b) *Poisoning.* It shall be unlawful for any person to poison any domestic animal or to distribute poison or toxicants on public or private property in any manner whatsoever in the city with the intent of poisoning any domestic animal.
  
- (c) *Abandoning domestic animals.* It shall be unlawful for any person to willfully abandon any domestic animal within the city; or to withhold food or water from any domestic animal such that its health is endangered, or it is caused to suffer unduly.
  
- (d) *Display or sale of dyed or immature domestic animals.* It shall be unlawful for any person to possess, display, sell, barter, or give away dyed, colored, or in any way artificially treated baby chicks, ducklings, fowl, rabbits, or any domestic animals as pets, playthings, novelties, gifts, or for any other purpose in the city. This section shall not be construed to prohibit the display by hatcheries, stores, owners, dealers, or persons engaged in the business of selling such immature domestic animals to be raised for food; but no such hatcheries, stores, owners, dealers, or persons shall sell or give away baby chicks, ducklings, or any other immature domestic fowl as pets, playthings, novelties, or gifts.
  
- (e) *Fighting domestic animals.* It shall be unlawful for any person to cause, instigate, or encourage any domestic animal to fight with others of its own species or with another of a different species in the city. It shall be unlawful for any person to train to keep any domestic animal in the city for the purpose of fighting. It shall be unlawful for any person to maintain in the city a place where any domestic animal is permitted to fight for exhibition or for wager or for sport.
  
- (f) *Traps.* It shall be unlawful for any person to set or cause to be set any trap in the city that will cause injury or inhumane suffering to a domestic animal.

**Sec. 6-15. - Disposal of carcasses.**

It shall be unlawful for any person owning or having possession of any domestic animal or domestic fowl to fail to properly dispose of the dead body of such domestic animal or any domestic fowl by disposal through the waste collection company for the city, disposal at the landfill, through a veterinary office, by cremation by an appropriate facility, and by burial at a depth of at least three feet below the surface.

**ARTICLE III. DOGS AND CATS**

**Sec. 6-21. – Dogs and cats running at large.**

~~(a) Policy. Each~~ It is the policy and preference of the City of Richmond that each person owning a dog or a cat ~~is encouraged to~~ keep the dog or cat on the person's property or under the person's direct control while not on the person's property. ~~—~~

~~(a)~~ It shall be unlawful for any person owning a dog or cat to permit their dog or cat to run at large in the city ~~unless the animal is identifiable and is vaccinated against rabies as required by section 6-52(c). For the purposes of this section, an animal is identifiable if it is wearing a collar providing the name and contact information for the owner or is chipped with the owner's name and contact information.~~

~~(c)~~ The owner of ~~D~~dogs or cats that are found running at large in the city ~~will generally~~ may be cited and the dogs or cats running at large may be returned to their owners ~~if they are identifiable. Dogs and cats that cannot be identified may be turned over to Fort Bend County animal control.~~

~~(c)(d)~~ — Dogs and cats found running at large frequently may be determined to be a nuisance by the chief of police or designee and handled under section 6-22. ~~For the purposes of this article, running at large frequently shall mean running at large three times during a 30-day period.~~

**Sec. 6-22. Nuisance dog or cat running at large prohibited.** Notwithstanding the provisions of section 6-21 of this article, it shall be unlawful for any person owning a dog or cat that has been determined to be nuisance, by the chief of police or designee, to allow that dog or cat to run at large. For the purposes of this section, a dog or cat is a nuisance dog or cat when the animal causes damage or destruction to the property of another person, causes a disturbance of the peace as described by section 6-11(b) of this chapter, or is found to be running at large frequently. In addition, it is unlawful for any person owning a dog that has been determined to be a dangerous dog under article IV of this chapter to allow the dog to run at large.

**Sec. 6-23. - Dogs and cats in heat.**

It shall be a violation of this article of any person to allow or permit any female dog or cat while in heat to run at large in the city and such female dogs or cats in heat shall be securely confined to the premises of the owner in such a manner as shall not create or cause a nuisance of any kind to any person. Any female dogs or cats out of direct control of their owner during this episode will be considered a nuisance and are subject to impoundment.

**ARTICLE IV. DANGEROUS DOGS**

**Sec. 6-31. ~~Complaints.~~ Regulation of Dangerous Dogs.**

For the regulations of dangerous dogs, the Fort Bend County Rules to Control Rabies and Animal Control Regulations, Section VIII, Dangerous Animals, are hereby adopted by reference and the regulations and procedures contained therein shall apply within the City of Richmond, as those regulations are currently adopted or hereafter amended.

## ARTICLE V. DOGS THAT ARE A DANGER TO PERSONS

### Sec. 6-41. Dogs that are a Danger to Persons.

For the regulations of dogs that are a danger to persons, the Fort Bend County Rules to Control Rabies and Animal Control Regulations, Section IX, Dogs that are a Danger to Persons, are hereby adopted by reference and the regulations and procedures contained therein shall apply within the City of Richmond, as those regulations are currently adopted or hereafter amended.

## ARTICLE VI. RABIES CONTROL

### **Sec. 6-51 - State rules adopted by reference.**

Rabies control and rabies eradication in the city shall be accomplished in conformance with this article and the current or latest edition of the rabies control and eradication rules of the state which is made part of this article by reference.

### **Sec. 6-52. Rabies control.**

- (a) *Vaccinations.* Every owner of a dog or cat four months of age or older in the city shall have such dog or cat vaccinated against rabies. All dogs or cats vaccinated against rabies by 16 weeks of age and thereafter as provided by 25 TAC, Sec. 169.29. Any person moving into the city from a location outside of the city shall comply with this section within 30 days after moving into the city. If the dog or cat has inflicted a bite on any person or another domestic animal within the last ten days, the owner of such dog or cat shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the ten-day observation period.
- (b) *Certificate of vaccination.* Upon vaccination, the veterinarian shall issue an official rabies vaccination certificate as required by 25 TAC Sec. 169.29.
- (c) *Rabies tags.* Concurrent with the issuance and delivery of the certificate of vaccination referred to in subsection (b) of this section, the owner of the pet animal shall cause to be attached to the collar or harness of the vaccinated pet animal, a metal tag bearing the year of issuance and the name and telephone number of the issuing veterinary clinic. Such tag shall be worn by the pet animal at all times.

- (d) *Duplicate tags.* In the event of loss or destruction of the original tag provided certificate of vaccination, the owner of the dog shall obtain a duplicate tag from the original veterinary clinic.
- (e) *Proof.* It shall be unlawful for any person who owns or harbors a vaccinated dog or cat in the city to fail or refuse to exhibit his copy of the certificate of vaccination upon demand of any person charged with enforcement of this article or to any person bitten by such dog or cat.
- (f) *Keeping unvaccinated domestic animals.* It shall be unlawful for any person to keep any pet animal in the city which has not been vaccinated against rabies, as provided in this article, or which cannot be identified as having a current vaccination certificate.
- (g) *False and stolen vaccination documents.* It shall be unlawful for any person to make use of stolen, counterfeit, forged or transferred rabies vaccination certificate or tag in the city.
- (h) *Home vaccinations.* The vaccination at home of pet animals is illegal in the state and will not be recognized by the city.
- (i) *Duty to report bites.* Any person having knowledge that a domestic animal has bitten a human in the city shall immediately report the incident to the chief of police or designee or police officer. Every physician or other medical practitioner who treats a person for such bite shall within 12 hours report such treatment to the chief of police or designee giving the name, age, sex, and precise location of the bitten person and such other information as the officer or agency may require.
- (j) *Suspected rabies.* Any veterinarian who clinically diagnoses rabies in the city or any person who suspects rabies in a dog or cat or other domestic or wild animal in the city shall immediately report the incident to the chief of police or designee stating precisely where such animal may be found. If a known or suspect rabid animal bites or attacks a domestic animal, such incident shall also be reported as required above.
- (k) *Confinement.*
- (1) Any dog or cat which has bitten a person within the city shall be observed for a period of ten days from the date of the bite. The procedure and place of observation shall be designated by the investigating officer or responsible agency. Confinement shall be impoundment in an approved quarantine facility of the owner's choice. Such confinement shall be at the expense of the owner. Stray dogs or cats whose owners cannot be located shall be confined in any state-approved quarantine facility of the ~~chief of police~~Animal Control Authority or designee's choice.
  - (2) After three days, the animal may be ~~destroyed-killed~~ and its head taken to a state-approved laboratory for rabies test. The owner of any dog or cat that has been reported to have inflicted a bite on any person shall on demand produce such dog or cat for impoundment, as prescribed in this section. Refusal to produce such dog or cat constitutes a violation of this section and each day of such refusal shall constitute a separate and individual violation.

(3) If a veterinarian determines that a quarantined animal shows the clinical signs of rabies, the veterinarian or local rabies control authority shall humanely ~~destroy~~kill the animal. If an animal dies or is ~~destroy~~killed while in quarantine, the veterinarian or local rabies control authority shall remove the head or brain of the animal and submit it to the nearest department laboratory for testing.)

- (l) *Removal from confinement.* It shall be unlawful for any person to remove from any place of confinement any dog or cat which has been confined as authorized by this article, without the consent of the impounding agency.
- (m) *Procedures for other animal bites.* Procedures concerning bites from other animals within the city shall be discussed with the chief of police or designee, for proper disposition. Any wild animal that has bitten a person within the city shall be caught and humanely ~~destroyed-~~killed and the brain immediately submitted to a state-qualified laboratory for rabies examination. Birds and reptiles are not considered to be transmitters of the rabies virus and shall not be submitted for laboratory examination for rabies.

## **ARTICLE VII. LIVESTOCK AND POULTRY**

### **Sec. 6-61. Livestock running at large prohibited.**

It shall be unlawful for any person owning hogs, sheep, goats, cattle, horses, or other livestock to permit such hogs, sheep, goats, cattle, horses, or other livestock to run at large in the city. Upon a report or discovery of such hogs, sheep, goats, cattle, horses, or other livestock running at large, the chief of police or designee shall notify the Sheriff of Fort Bend County.

### **Sec. 6-62. - Livestock and other farm animals.**

(a) Permit required for stables. It shall be unlawful for any person, agent, or employee, to operate a sales stable wherein mules, horses, cattle, or livestock of any kind are sold within the city limits without first procuring a permit from the city commission to locate the yard or stable in which to operate the sales yards or sales stable.

(b) Maintenance of pens.

(1) It shall be unlawful for any person to maintain any pen, place, or premises in or upon which hogs, pigs, goats, cattle, or other farm animals are kept in such manner in the city as to become offensive or an annoyance to inhabitants of the neighborhood.

(2) Any violation of subsection (b)(1) of this section is hereby declared to be a nuisance and shall be abated by the chief of police or designee.

### **Sec. 6-63. – Domestic Fowl.**

(a) It shall be unlawful for any chickens, ducks, geese, turkeys, guinea fowl, or any domesticated fowl to be or run at large within the city.

(b) The term "at large," as used in this section, means any place within the city limits, except upon the private and fence-enclosed premises of the owner or person having such fowl in charge, or upon the fence-enclosed premises of a person who may give permission for the fowls to be placed therein.

(c) When any fowl is found at large, it shall be the duty of the chief of police or designee to take the fowl into his possession and impound the same in an appropriate facility.

## **ARTICLE VII. EXOTIC AND WILD ANIMALS**

**Sec. 6-71. Wild and exotic animals prohibited.** It shall be unlawful for any person to possess, keep, permit, suffer, cause, or allow any wild or exotic animal upon or within any premises within the city. The city manager or designee may issue a temporary permit for the keeping, caring, and protection of an infant animal native to this area which has been deemed to be homeless. This section shall not be construed to apply to zoological parks, performing animal exhibitions, circuses, or veterinary hospitals.

## **ARTICLE VIII. KENNELS AND DOMESTIC ANIMAL ESTABLISHMENTS**

### **Sec. 6-81. - Kennels and domestic animal establishments.**

- (a) *Kennels; permit required.* Any person conducting, managing, owning, or maintaining a commercial kennel within the city shall have a valid permit for such establishment.
- (b) *Domestic animal establishments; permit required; application.*
  - (1) Any person desiring to operate a domestic animal establishment including a commercial kennel under this section in the city shall make written application to the building official for a permit on forms provided by the city.
  - (2) If the applicant has withheld or falsified any information on the application, the city may refuse to issue such permit.
- (c) *Fee.*
  - (1) Any person desiring a permit required by this section shall pay a fee annually in the amount provided in the city's schedule of fees and charges.
  - (2) No fee may be required for any veterinary hospital, animal shelter, government-operated zoological park, or institutions for teaching or research purposes.
- (d) *Individual permits.* Each facility regulated by this section shall be considered a separate enterprise and requires an individual permit. A facility providing more than one type of service for which a separate fee is assessed shall be required to pay all such applicable fees.

(e) *Issuance; term.*

- (1) The city shall issue a permit required by this section to the applicant therefor if its inspection reveals that the proposed establishment complies with the requirements of this section and any other applicable ordinances, laws, rules, or regulations. Each permit issued under the provisions of this section shall be valid for a period of 12 months after the date of issuance thereof.
- (2) It shall be a condition of the issuance of any permit that the city shall be permitted to inspect all domestic animals and the premises where the domestic animals are kept at any time and shall, if permission for such inspection is refused, suspend, and/or revoke the permit of the refusing owner, and such owner will be subject to all penalties herein.
- (3) The issuance of a permit under the provisions of this section does not in any way relieve the permit holder from any other applicable sections of the city's ordinances, or any other laws, rules, or regulations which may be applicable, including, but not limited to, the public health laws of the state and zoning, building, or nuisance ordinances.

(f) *Grounds for denial.* No person who is or has been convicted of cruelty to domestic animals, dog fighting, or inhumane treatment shall be issued a permit to operate a domestic animal establishment.

(g) *Procedures relating to denial, suspension, and revocation of permit.*

- (1) *Grounds for denial, suspension, or revocation.* The city may deny, suspend, or revoke any permit required by this section if any of the following conditions exist:
  - a. Domestic animals are being deprived of necessary food, care, or shelter;
  - b. Domestic animals are being cruelly confined or are otherwise being cruelly treated;
  - c. Unsanitary conditions exist to such an extent that those conditions create a possible medium for the transmission of disease to the domestic animals kept there or to human beings;
  - d. Conditions stated in subsection (g)(1)b or c of this section have existed on two or more occasions after the applicant or permittee has been warned of such conditions by city officials;
  - e. There have been two or more suspensions of the permit and conditions which were grounds for such suspensions which did in fact exist at the time of the suspension;
  - f. The applicant or permittee is shown to have committed any offense of cruelty to domestic animals, dog fighting, or inhumane treatment;

- g. The applicant or permittee had knowingly employed any person at the establishment or allowed any person to work at the establishment who has been convicted of any offense involving cruelty to domestic animals;
- h. Refusal to permit inspection as required in subsection (e)(2) of this section; or
- i. The applicant or permittee has withheld or falsified any information on the application.

(2) *Written notice of denial, revocation, or suspension.*

- a. In the event an initial application for a permit is denied, the applicant shall be given notice in writing of the reasons for denial. An applicant may appeal the decision regarding such denial by filing a written request with the city manager for a hearing within 15 days after he is given notice of such denial pursuant of subsection (g)(3)b of this section. An appeal shall not stay the decision on the denial of a permit. The applicant's written request for a hearing shall set forth the grounds on which the denial is appealed.
- b. Prior to revocation or suspension, written notice shall be given to the permittee or person in charge or any employee or agent of the permittee. Revocation or suspension is effective upon service of notice. Whenever a permit is suspended, no domestic animal shall be accepted or placed in the establishment and all domestic animals at the establishment on the date the permit is suspended shall be removed therefrom as soon as possible, but in no event shall any domestic animal remain in the establishment more than ten days after the date the permit was suspended.

(3) *Notice requirements.* Such notice shall set forth:

- a. The specific conditions existing at the establishment which are grounds for suspension or revocation of the permit pursuant to subsection (g)(1) of this section;
- b. That a hearing will be held automatically for suspension and revocation and upon request for appeals of denial of initial application the city manager or designee; such hearing shall be held not later than 15 days after:
  - 1. The date written request for an appeal of denial of an initial application; or
  - 2. The date written notice of suspension or revocation is given;
- c. The date, time, and place of such hearing; and
- d. That the applicant or permittee may appear in person and/or be represented by counsel and may present testimony and cross-examine all witnesses.

(4) *Conduct of hearing.*

- a. All hearings shall be held by the city manager, or designee, acting as the hearing officer; the said city manager shall not designate any person to perform the duties of hearing officer under this section who has participated in the inspection or

inspections of such establishments, or has prior knowledge of the allegations or circumstances discovered in such inspection or inspections, except that such person designated as the hearing officer may, prior to the hearing, receive a copy of the notice given to the permittee or person in charge, and may have acted as hearing officer in any prior hearings concerning a suspension or revocation of such permit.

- b. All hearings shall be conducted under rules consistent with the nature of the proceedings; provided, however, the following rules shall apply to such hearing:
  1. All parties shall have the right to representation by a licensed attorney, though an attorney is not required;
  2. Each party may present witnesses in his own behalf;
  3. Each party has the right to cross-examine all witnesses; and
  4. Only evidence presented before the hearing officer at such hearing may be considered in rendering the order.
- c. If the permittee fails to appear at the hearing at the time, place, and date specified, the city shall present sufficient evidence to establish a prima facie case showing that conditions exist at the establishment which are grounds for suspension or revocation of the permit pursuant to subsection (g)(1) of this section.

(5) *Findings of hearing officer.*

- a. If the hearing officer finds that grounds do exist for the denial of the permit, the hearing officer shall affirm the denial of the initial application for a permit.
- b. If the hearing officer finds that grounds do exist for suspension of the permit, the hearing officer shall order the permit suspended; provided, however, if the hearing officer finds that the needs of the domestic animals and of public interest will be adequately protected by a warning, he may reinstate the permit.
- c. If the hearing officer finds that grounds do exist for revocation of the permit, he shall revoke such; provided, however, if the city sought revocation for reasons under subsection (g)(1)a, b, c, h and/or i of this section and no grounds exist for revocation under subsection (g)(1)d, e, f or g of this section, the hearing officer may deny the request for revocation if he finds that the needs of the domestic animals and the public interest will be adequately protected by a warning.
- d. If the hearing officer finds that on the date of the hearing the conditions which were set out in the notice as grounds of denial, suspension, or revocation of the permit do not exist, he shall order such permit issued or reinstated.

A copy of the finding and order of the hearing officer shall be served on the permittee, or if the address of the permittee is unknown or the notice has been sent certified mail, return receipt requested and has been returned undelivered, such

notice shall be served on the person in charge of the establishment or any employee or agent of the permittee.

- (6) *Correction of conditions; inspection; reinstatement of license.* Whenever the reason for a suspension no longer exists, the permittee or person in charge of the establishment shall notify the city that the conditions under which the permit was suspended have been corrected and that an inspection is requested. Such inspection shall be conducted as soon as possible after receiving the request and in no event shall be later than three regular working days after the receipt of the request for an inspection. If such inspection shows that the conditions were in fact corrected, the permit shall be reinstated unless the city had given notice that it is seeking revocation of the permit.
- (7) *Removal of domestic animals upon revocation of permit.* If the permit is revoked, no domestic animal shall be accepted or placed in the establishment and all domestic animals at the establishment on the date the permit is revoked shall be removed therefrom as soon as possible, but in no case no later than ten days after notice that the permit has been revoked was served on the permittee, his agent, or his employee.
- (8) *Service of notices.* Any notice provided for in this section may be served by personal delivery or by certified mail, return receipt requested.
- (9) *Nonrefundable permit fee; reinstatement of permit.* In the event a permit is revoked, the city shall not be liable to the permittee for any refund of any part of the permit fee. Reinstatement of a permit that has been revoked shall require application and payment of a permit fee as if it were an initial application; provided, however, no permit shall be issued to the same permittee if the permittee has been convicted of any offense involving cruelty to domestic animals; no permit shall be issued to the same permittee within one year of the date a permit has been revoked; and no permit shall be issued for the same location unless it is shown that adequate precautions have been taken so that the conditions under which the permit was revoked shall not reoccur. If there is a dispute between the inspector and a person applying for a permit for a place for which a permit was revoked as to whether the adequate precautions have been taken so the conditions under which the permit was revoked will not reoccur, the applicant may request a hearing before the hearing officer. Such hearing shall be conducted under the same procedures as a hearing for a suspension or revocation of a permit; however, the burden shall be on the applicant to show that adequate precautions have been taken so that the conditions under which the permit was revoked will not reoccur.

(h) *Design, construction, and other requirements.*

- (1) *Commercial domestic animal establishments in the city.* Commercial domestic animal establishments in the city including commercial kennels must be designed and constructed in such a manner to meet all terms and requirements prescribed by applicable rules and regulations of the state and must further meet all design and

construction requirements prescribed by the city's building codes including the following:

a. *Electrical.*

1. The electrical service should be fully adequate to handle all equipment and meet the electrical code requirements of the city.
2. All electrical receptacles in areas exposed to water shall be of a weather-proof type.
3. Lighting shall be of sufficient intensity, at least 30 footcandles 30 inches from the floor to permit routine inspection and cleaning of the entire premises.

b. *Ventilation.* Ventilation shall adequately provide for the health and comfort of the domestic animals at all times. Housing facilities must be provided with fresh air either by means of windows, doors, vents, or air conditioning and shall be ventilated so as to minimize drafts, odors, and moisture condensation.

c. *Heating.* Housing facilities shall be sufficiently heated when necessary to protect the domestic animal.

d. *Water supply.*

1. An adequate potable water supply from an approved source must be provided.
2. Facilities for personal hygiene, such as washrooms, basin, or sinks shall be provided for employees in readily accessible location to promote frequent hand washing with germicidal soap to reduce the transfer of diseases.
3. An adequate hot water supply shall be provided to be used during cleanup procedures.
4. Animal watering bowls shall be of the removable type for washing. They shall be mounted three inches above the floor to allow cleaning.
5. A sink large enough to accommodate the largest piece of equipment shall be provided for the cleaning of equipment.

e. *Plumbing shall be designed to meet the plumbing code of the city.*

1. All wastewater must exit the building into an approved wastewater disposal facility.
2. A suitable method of drainage shall be provided to remove excess water from housing facilities. If drains are used, they shall be properly constructed and kept in good repair to avoid foul odors. If closed drainage systems are used, they shall be equipped with traps and so installed as to prevent any backup of sewage onto the floor of the room.

f. *Housing facilities.*

1. Structural strength of the domestic animal containment areas shall be such and maintained to protect the domestic animals from injury, to contain them, and to prevent exposure to domestic animals belonging to another.
2. In addition, housing facilities shall:
  - (i) Be structurally sound and maintained in good repair;
  - (ii) Provide convenient access to clean food and water;
  - (iii) Enable the domestic animal to remain dry and clean;
  - (iv) Be constructed as to protect the domestic animal's feet and legs from injury; and
  - (v) Be of adequate size and construction to handle any domestic animal housed therein with sufficient space to allow each domestic animal to turn around fully, stand, sit, and lie in a comfortable, normal position.
3. Interior surfaces to the housing facilities shall be constructed and maintained so they are impervious to moisture and may be easily cleaned and sanitized.
  - (i) Floors shall be of a high-density reinforced material finished smooth so as not to hold dirt and treated with a high-quality sealer.
  - (ii) Walls shall be of a waterproof, easily cleanable material.
  - (iii) Non-domestic animal containment areas shall be constructed in a manner as to facilitate good housekeeping.

g. *Feeding.*

1. Dogs and cats shall be fed at least once a day except as otherwise might be directed by a licensed veterinarian. The food shall be free from contamination, wholesome, palatable, and of sufficient quality and nutritive value to meet the normal daily requirements for the condition and size of the dog or cat.
2. Food receptacles shall be accessible to all dogs and cats and shall be located to minimize contamination by excreta. Feeding pans shall be durable and kept clean and sanitary.

h. *Watering.* If potable water is not accessible to the dogs and cats at all times, it shall be offered to them at least twice daily for periods of not less than one hour except as directed by a licensed veterinarian. Watering receptacles shall be kept clean and sanitary.

i. *Sanitation.*

1. Cleaning of primary enclosures. Excreta shall be removed from primary enclosures as often as necessary to prevent contamination of the inhabitants and to reduce disease hazards and odors.
  2. Sanitation of primary enclosures. Cages, rooms, and pens shall be maintained in a sanitary condition.
  3. Building and premises shall be kept clean.
- j. *Pest control.* A regular program for the control of insects, ectoparasite, and other pests shall be established and maintained.
  - k. *Storage.* Storage of food supplies and bedding shall be in a facility to adequately protect such supplies against infestation or contamination of vermin. Refrigeration shall be provided for supplies of perishable food.
  - l. *Waste disposal.* Waste disposal shall be made for the removal of domestic animal and food wastes, bedding, and debris. Disposal facilities shall be provided and operated as to minimize vermin infestation, odors, and disease hazards. Waste disposal areas shall have access to hot water for cleaning and a drain which connects to the wastewater disposal facilities.
- (2) *Commercial domestic animal establishments with outdoor facilities.* Commercial domestic animal establishments having outdoor facilities used for housing domestic animals shall meet all requirements previously listed, where applicable. In addition, such facilities shall include the following:
- a. Be of adequate size and construction to handle any domestic animal housed therein;
  - b. Provide adequate shelter to protect domestic animals from any form of overheating, cold, or inclement weather;
  - c. Be constructed in such manner that they will protect the domestic animal;
  - d. Be readily sanitized and not create a nuisance;
  - e. Provide a suitable method to eliminate excess water rapidly; and
  - f. Be completely surrounded by a fence, pen, cage enclosure, or other similar structure of adequate size and construction to confine domestic animals to the premises.
- (3) *Submittal and approval of plans by city.* All plans for construction of commercial domestic animal establishments including commercial kennels shall be submitted to and approved by the city before any building permit is issued or any construction is begun.

(4) *Copies and contents of plans.* Two copies of plans for commercial domestic animal establishments shall be submitted to the city and must contain the following information:

- a. Site plan.
- b. Floor, wall, and ceiling schedules.
- c. Mechanical drawings.
- d. Plumbing installation.
- e. Electrical installation.
- f. Equipment list with specifications.
- g. Name, address, and phone number of owner and/or architect.

(i) *Inspection.*

- (1) Prior to approval of an application for permit required by this section, the city shall inspect the proposed establishment to determine compliance with the requirements of this section and any other applicable ordinances, laws, rules, or regulations.
- (2) In addition to the initial inspection, all commercial kennels will be inspected at least one other time before the expiration or renewal of the permit.

(j) *Location and design requirements of a commercial kennel.*

A commercial kennel shall comply with the location and design criteria set forth in Table 2.2.203, *Commercial Limited and Conditional Use Standards*, in Section 4.2.203, *Commercial Limited and Conditional Use Standards*, of the City of Richmond Unified Development Code, as amended.”

**SECTION 3. Penalty.** Any person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day during which said violation shall exist or occur shall constitute a separate offense.

**SECTION 4. Repealer.** The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

**SECTION 5. Severability.** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance

are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation of this ordinance of any such invalid phrase, clause, sentence paragraph or section, If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of the Ordinance are declared to be severable.

**SECTION 6. Publication.** The Ordinance shall be effective immediately following its reading and publication in summary form in the official newspaper of the City in accordance with the City Charter.

PASSED AND APPROVED on this the 19<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Rebecca K. Haas, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lasha Gillespie, City Secretary

\_\_\_\_\_  
Gary W. Smith, City Attorney



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A16. Review and consider taking action on an Amending Conceptual Plan – Wall Street Village – 45.131 acres of land – 4 Blocks – 150 Lots – 10 Reserves. The subject site is located at the southeastern portion of FM 2218 and Wall St intersection, south of Walmart.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: August 19, 2024**

**Staff Review:**

City Manager \_\_\_\_\_  
City Attorney \_\_\_\_\_  
Finance \_\_\_\_\_  
Fire Department \_\_\_\_\_  
Police Department \_\_\_\_\_  
Public Works \_\_\_\_\_

**AGENDA ITEM:**

**SUBMITTED BY: Helen Landaverde-Ripple, Planner II  
Planning Department**

**SYNOPSIS**

Review and consider taking action on an amended Conceptual Plan, 45.131 acres of land, 150 Lots, 10 Reserves, and 4 Blocks. The subject site located along F.M. 2218 at Wall Street, south of Wal-Mart.

The Planning and Zoning Commission recommended approval of this amended Conceptual Plan at their August 6, 2024.

**COMPREHENSIVE PLAN 2014 GOALS ADDRESSED**

**D.4. Set aside a balanced mix of residential, civic, and commercial land uses to meet the lifestyle needs of all residents and business owners.**

**D.5. Guide the types, patterns, and designs of housing development using the Future Land Use Plan and development regulations.**

**H.6. Offer a variety of housing types, price points, and locations to meet the diverse needs of Richmond's current and prospective employees.**

**BACKGROUND**

- The proposed subdivision is to be developed by Meritage Homes as part of a Development Agreement with the City of Richmond.
- The proposed subdivision includes 150 Lots, ten (10) reserves, and four (4) blocks with proposed lots to be minimum of 50' wide by 120' deep (6,000 sf lot sizes).
- The applicant is proposing to amend the Conceptual Plan (approved on February 21, 2022), General Note Number 1 from:

**"10' Bufferyard between properties is provided based on Section 4.4.301 from the UDC. A 5' masonry wall will be provided to meet the requirements of Section 4.4.301 of the UDC." to**

**"15' Bufferyard between properties is provided based on Section 4.4.301 from the City of Richmond U.D.C existing landscape screening is provided to meet the requirement of Section 4.4.301 of the UDC."**

- **The proposed bufferyard amendment is to allow for Option 1, Type B bufferyard in Table 4.4.301A, Bufferyard Classifications which does not require a fence or wall as part of a buffer.**

**Decision Criteria for Modification of Approved Concept Plan (Sec. 6.3.501E (1 and 2))**

1. *Major Modifications.* Major changes in the concept plan may only be approved in the same manner that the original concept plan was approved. For the purposes of this Section, major changes in a concept plan shall mean any of the following:

a. Increases in the density of residential uses of more than five percent.  
***No, the proposed amendment is proposing to change one conditional note under General Notes.***

b. Increases in the total floor area of all nonresidential buildings covered by the plan of more than five percent.  
***Not applicable. This is a residential subdivision. The applicant is proposing to change one conditional note under General Notes.***

c. Increases of floor area for any one nonresidential building covered by the plan of more than 10 percent.  
***Not applicable. This is a residential subdivision. The applicant is proposing to change one conditional note under General Notes.***

d. Increases of lot coverage of more than five percent.  
***The proposed amendment is not proposing to increase lot coverage for the overall development (Conceptual Plan). Any proposed***

***development on the subject site will be required to meet all current and adopted codes of the City of Richmond. The applicant is proposing to change one conditional note under General Notes.***

- e. Increases in the height of any building of more than 10 percent.  
***The proposed amendment is not proposing to increase the height of the overall development (Conceptual Plan). Any proposed development on the subject site will be required to meet all current and adopted codes of the City of Richmond. The applicant is proposing to change one conditional note under General Notes.***
  
- f. Changes in ownership patterns or stages of construction that will impose substantially greater loads on streets and other public utilities.  
***The proposed amendment to the Conceptual Plan does not indicate changes on street loads and other public utilities nor have there been significant changes in ownership patterns. The subject area is still under the same ownership, Meritage Homes of Texas, LLC and Wall Street Village Homeowners Association, Inc.***
  
- g. Decreases of any peripheral setback of more than five percent.  
***The proposed amendment to the Conceptual Plan is not proposing to reduce setbacks for this development. The applicant is proposing to change one conditional note under General Notes.***
  
- h. Decreases of areas devoted to open space of more than five percent or the substantial relocation of such areas.  
***The proposed amendment to the Conceptual Plan is not proposing to decrease open space or the relocation of open space. The applicant is proposing to change one conditional note under General Notes.***
  
- i. Changes of traffic circulation patterns that will affect traffic outside of the project boundaries.  
***The proposed amendment to the Conceptual Plan is not proposing to change traffic circulation patterns. The applicant is proposing to change one conditional note under General Notes.***

- j. Modification or removal of conditions to the concept plan approval.  
***The applicant is proposing to change one conditional note under General Notes, note number 1 from:***

***“10’ Bufferyard between properties is provided based on Section 4.4.301 from the UDC. A 5’ masonry wall will be provided to meet the requirements of Section 4.4.301 of the UDC.” to***

***“15’ Bufferyard between properties is provided based on Section 4.4.301 from the City of Richmond U.D.C existing landscape screening is provided to meet the requirement of Section 4.4.301 of the UDC.”***

- 2. ***Minor Changes.*** Any change that is not a major change, shall be a minor change. Minor changes may be approved by the Code Official in accordance with this Section.

***The proposed modification to General Note number 1 is a major change.***

**BUDGET ANALYSIS**

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2023-2024 FUNDS BUDGETED	FY 2023-2024 FUNDS AVAILABLE	AMOUNT REQUESTED
N/A	N/A	N/A	N/A	N/A	N/A

BUDGET AMENDMENT REQUIRED? YES \_\_\_\_\_ NO  \_\_\_\_\_

Requested Amendment: N/A

Budgeted funds estimated for FY 2023-2024: N/A

Purchasing Review: N/A

Financial/Budget Review: N/A

FORM CIQ:  N/A

FORM 1295:  N/A

**SUPPORTING MATERIALS**

**A report has been submitted by the Planning Department for review by the Mayor and City Commission.**

**STAFF'S RECOMMENDATION**

**APPROVAL: Staff recommends approval of this amended Conceptual Plan.**

City Manager Approval: \_\_\_\_\_



**CITY COMMISSION**  
*Final Report: Plat Application*

**Agenda Date:** August 19, 2024  
**Agenda Item:**

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**Plat Name:** Wall Street Village – Conceptual Plan (Amendment)  
**Applicant:** John Camarillo | Miller Survey | DCCM  
**Project Location:** A subdivision of 45.131-acre tract of land located in the Jane H. Long League, Abstract No. 55, Fort Bend County, Texas, being a replat of Wall Street Village, a subdivision of record in Plat No. 20230148, F.B.C.P.R.  
**Zoning Designation:** GR, General Residential and Wall Street Village (Development Agreement)

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**P&Z Commission Mtg:** August 6, 2024  
**Project Planner:** Helen Landaverde-Ripple, Planner II

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**Background/Review Notes**

- *The proposed conceptual plan/general plan is located along F.M. 2218 at Wall Street, south of Wal-Mart. See Map below.*
- *The proposed subdivision is to be developed by Meritage Homes as part of a Development Agreement with the City of Richmond.*
- *The proposed subdivision includes 150 Lots, ten (10) reserves, and four (4) blocks with proposed lots to be minimum of 50' wide by 120' deep (6,000 sf lot sizes).*
- *The applicant is proposing to amend the Conceptual Plan (approved on February 21, 2022), General Note Number 1 from:*

***“10’ Bufferyard between properties is provided based on Section 4.4.301 from the UDC. A 5’ masonry wall will be provided to meet the requirements of Section 4.4.301 of the UDC.” to***

***“15’ Bufferyard between properties is provided based on Section 4.4.301 from the City of Richmond U.D.C existing landscape screening is provided to meet the requirement of Section 4.4.301 of the UDC.”***

- *The proposed bufferyard amendment is to allow for Option 1, Type B bufferyard in Table 4.4.301A, Bufferyard Classifications (see below) which does not require a fence or wall as part of a buffer.*

Table 4.4.301A Bufferyard Classifications						
Type (Opacity)	Width	Required Plantings per 100 Linear Feet				Height of Berm, Wall or Fence <sup>1</sup>
		Large Trees	Small Trees	Evergreen Trees	Shrubs	
<b>Option 1: Landscape Only Bufferyard</b>						
Type A (10%)	10'	1	1	1	5	N/A
<b>Type B (25%)</b>	<b>15'</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>10</b>	<b>N/A</b>
Type C (50%)	25'	4	3	5	20	N/A
Type D (65%)	40'	4	5	5	25	N/A
<b>Option 2: Landscape with Berm, Wall, or Fence<sup>2</sup></b>						
Type A (10%)	5'	-	1	0	5	6' tall masonry wall
Type B (25%)	10'	1	1	1	15	5' tall masonry wall
Type C (50%)	15'	2	2	3	15	5' fence or 4' berm
Type D (65%)	25'	3	5	5	25	3' berm

**TABLE NOTES:**  
 N/A - Not Applicable.  
<sup>1</sup> A berm, wall, or fence is not required for landscape only bufferyards.  
<sup>2</sup> Plant material, except large trees, must be installed on the outside of the wall or fence facing the street or abutting properties.



**Decision Criteria for Modification of Approved Concept Plan (Sec. 6.3.501E (1 and 2))**

1. *Major Modifications.* Major changes in the concept plan may only be approved in the same manner that the original concept plan was approved. For the purposes of this Section, major changes in a concept plan shall mean any of the following:
  - a. Increases in the density of residential uses of more than five percent.

***No, the proposed amendment is proposing to change one conditional note under General Notes.***

- b. Increases in the total floor area of all nonresidential buildings covered by the plan of more than five percent.

***Not applicable. This is a residential subdivision. The applicant is proposing to change one conditional note under General Notes.***

- c. Increases of floor area for any one nonresidential building covered by the plan of more than 10 percent.

***Not applicable. This is a residential subdivision. The applicant is proposing to change one conditional note under General Notes.***

- d. Increases of lot coverage of more than five percent.

***The proposed amendment is not proposing to increase lot coverage for the overall development (Conceptual Plan). Any proposed development on the subject site will be required to meet all current and adopted codes of the City of Richmond. The applicant is proposing to change one conditional note under General Notes.***

- e. Increases in the height of any building of more than 10 percent.

***The proposed amendment is not proposing to increase the height of the overall development (Conceptual Plan). Any proposed development on the subject site will be required to meet all current and adopted codes of the City of Richmond. The applicant is proposing to change one conditional note under General Notes.***

- f. Changes in ownership patterns or stages of construction that will impose substantially greater loads on streets and other public utilities.

***The proposed amendment to the Conceptual Plan does not indicate changes on street loads and other public utilities nor have there been significant changes in ownership patterns. The subject area is still under the same ownership, Meritage Homes of Texas, LLC and Wall Street Village Homeowners Association, Inc.***

- g. Decreases of any peripheral setback of more than five percent.

***The proposed amendment to the Conceptual Plan is not proposing to reduce setbacks for this development. The applicant is proposing to change one conditional note under General Notes.***

- h. Decreases of areas devoted to open space of more than five percent or the substantial relocation of such areas.

***The proposed amendment to the Conceptual Plan is not proposing to decrease open space or the relocation of open space. The applicant is proposing to change one conditional note under General Notes.***

- i. Changes of traffic circulation patterns that will affect traffic outside of the project boundaries.

***The proposed amendment to the Conceptual Plan is not proposing to change traffic circulation patterns. The applicant is proposing to change one conditional note under General Notes.***

- j. Modification or removal of conditions to the concept plan approval.

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***“15’ Bufferyard between properties is provided based on Section 4.4.301 from the City of Richmond U.D.C existing landscape screening is provided to meet the requirement of Section 4.4.301 of the UDC.”***

- 2. *Minor Changes.* Any change that is not a major change, shall be a minor change. Minor changes may be approved by the Code Official in accordance with this Section.

***The proposed modification to General Note number 1 is a major change.***

***The proposed plat conforms to:***

**Approved Preliminary Plat**

YES  NO  N/A

**Development Plan**

YES  NO  N/A

Approved by City Commission June 16, 2021

**UDC Division 6.3.500 Subdivision and Plat Approvals**

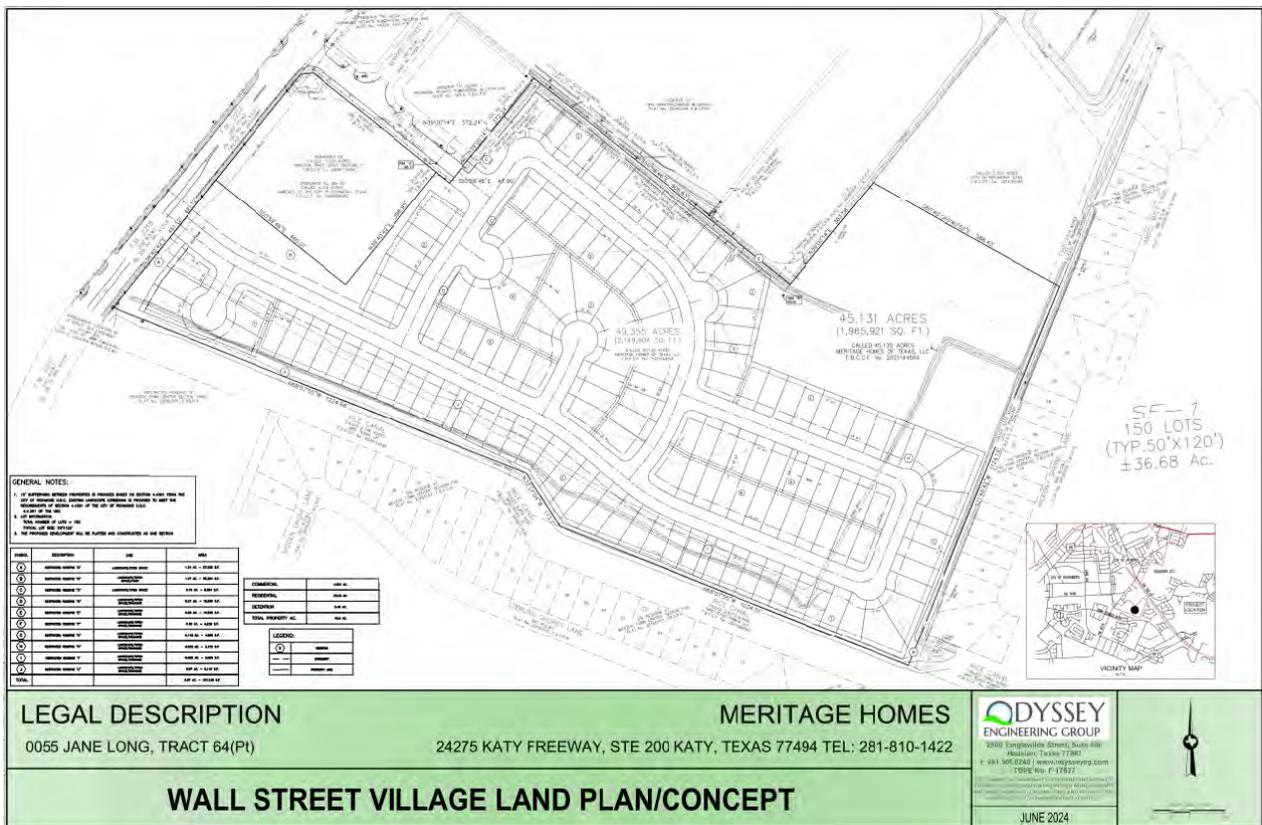
YES  NO  N/A

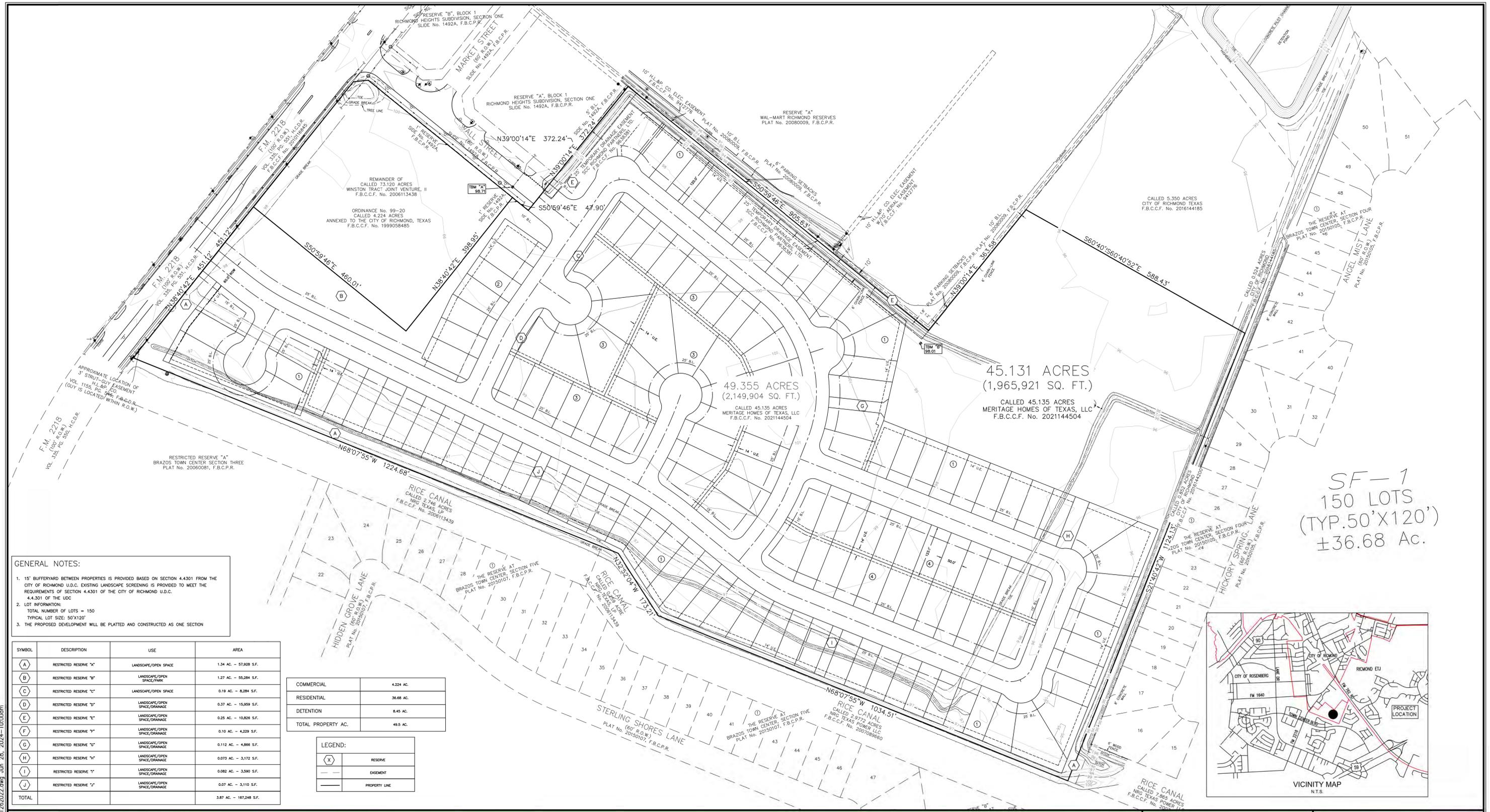
**Staff Recommendation**

**APPROVAL:** Staff recommends approval of this amended Conceptual Plan.

**Planning and Zoning Commission Recommendation**

**APPROVAL:** Planning and Zoning Commission recommends approval of this amended Conceptual Plan.



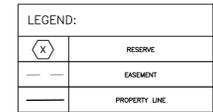


**GENERAL NOTES:**

- 15' BUFFERYARD BETWEEN PROPERTIES IS PROVIDED BASED ON SECTION 4.4301 FROM THE CITY OF RICHMOND U.D.C. EXISTING LANDSCAPE SCREENING IS PROVIDED TO MEET THE REQUIREMENTS OF SECTION 4.4301 OF THE CITY OF RICHMOND U.D.C. 4.4301 OF THE UDC
- LOT INFORMATION:  
TOTAL NUMBER OF LOTS = 150  
TYPICAL LOT SIZE: 50'X120'
- THE PROPOSED DEVELOPMENT WILL BE PLATTED AND CONSTRUCTED AS ONE SECTION

SYMBOL	DESCRIPTION	USE	AREA
A	RESTRICTED RESERVE "A"	LANDSCAPE/OPEN SPACE	1.34 AC. - 57,928 S.F.
B	RESTRICTED RESERVE "B"	LANDSCAPE/OPEN SPACE/PARK	1.27 AC. - 55,284 S.F.
C	RESTRICTED RESERVE "C"	LANDSCAPE/OPEN SPACE	0.19 AC. - 8,284 S.F.
D	RESTRICTED RESERVE "D"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.37 AC. - 15,959 S.F.
E	RESTRICTED RESERVE "E"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.25 AC. - 10,826 S.F.
F	RESTRICTED RESERVE "F"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.10 AC. - 4,229 S.F.
G	RESTRICTED RESERVE "G"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.112 AC. - 4,866 S.F.
H	RESTRICTED RESERVE "H"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.073 AC. - 3,172 S.F.
I	RESTRICTED RESERVE "I"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.082 AC. - 3,590 S.F.
J	RESTRICTED RESERVE "J"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.07 AC. - 3,110 S.F.
TOTAL			3.87 AC. - 167,248 S.F.

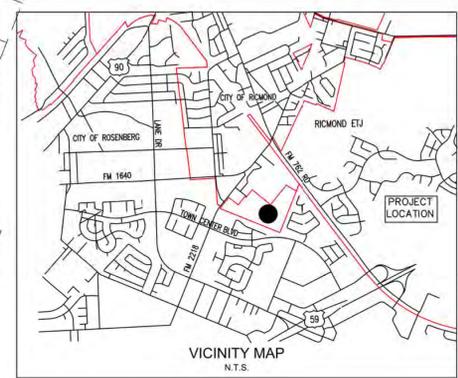
COMMERCIAL	4,224 AC.
RESIDENTIAL	36.68 AC.
DETENTION	8.45 AC.
<b>TOTAL PROPERTY AC.</b>	<b>49.5 AC.</b>



45.131 ACRES  
(1,965,921 SQ. FT.)  
CALLED 45.135 ACRES  
MERITAGE HOMES OF TEXAS, LLC  
F.B.C.C.F. No. 2021144504

49.355 ACRES  
(2,149,904 SQ. FT.)  
CALLED 45.135 ACRES  
MERITAGE HOMES OF TEXAS, LLC  
F.B.C.C.F. No. 2021144504

SF-1  
150 LOTS  
(TYP. 50'X120')  
±36.68 Ac.



# LEGAL DESCRIPTION

0055 JANE LONG, TRACT 64(Pt)

# MERITAGE HOMES

24275 KATY FREEWAY, STE 200 KATY, TEXAS 77494 TEL: 281-810-1422

# WALL STREET VILLAGE LAND PLAN/CONCEPT



2500 Tanglewilde Street, Suite 480  
Houston, Texas 77063  
t: 281.306.0240 | www.odysseyeg.com  
TBPE No. F-17637

DISCLAIMER: NO WARRANTY OR REPRESENTATION OF INTENDED USE DESIGN OR PROPOSED IMPROVEMENTS ARE MADE HEREIN. ALL PLANS FOR LAND OR FACILITIES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

JUNE 2024



0:\20-026-01\Survey\Prct\Concept\_Plan\_LandPlan\_01262022.dwg Jun 28, 2024 - 10:00am



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A17. Review and consider taking action on a Replat – Wall Street Village – 45.131 acres of land – 4 Blocks – 150 Lots – 10 Reserves. The subject site is located at the southeastern portion of FM 2218 and Wall St intersection, south of Walmart.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: August 19, 2024**

**Staff Review:**

City Manager \_\_\_\_\_

City Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Fire Department \_\_\_\_\_

Police Department \_\_\_\_\_

Public Works \_\_\_\_\_

**AGENDA ITEM:**

**SUBMITTED BY: Helen Landaverde-Ripple, Planner II  
Planning Department**

**SYNOPSIS**

**Review and consider taking action on a replat, Wall Street Village, 45.131 acres of land, 150 Lots, 10 Reserves, and 4 Blocks. The subject site located along F.M. 2218 at Wall Street, south of Wal-Mart.**

**The Planning and Zoning Commission recommended approval of this replat at their August 6, 2024, meeting.**

**COMPREHENSIVE PLAN 2014 GOALS ADDRESSED**

**D.4. Set aside a balanced mix of residential, civic, and commercial land uses to meet the lifestyle needs of all residents and business owners.**

**D.5. Guide the types, patterns, and designs of housing development using the Future Land Use Plan and development regulations.**

**H.6. Offer a variety of housing types, price points, and locations to meet the diverse needs of Richmond's current and prospective employees.**

**BACKGROUND**

- The proposed subdivision is to be developed by Meritage Homes as part of a Development Agreement with the City of Richmond.*
- The proposed replat includes 150 Lots, ten (10) reserves, and four (4) blocks with proposed lots to be minimum 50' wide by 120' deep.*
- The applicant is proposing to amend General Note Number 14 from "10' Bufferyard between properties is provided based on Section 4.4.301 from the UDC. A 5' masonry wall will be provided to meet the requirements of Section 4.4.301 of the UDC." to "15' Bufferyard between properties is provided based on Section 4.4.301 from the*

***City of Richmond U.D.C existing landscape screening is provided to meet the requirement of Section 4.4.301 of the UDC.”***

- *This replat is also a revision to the rear lot lines for Lots 34 and 35, Block 3, to allow for the minimum lot size requirement of 6,000 square feet and show utility easements throughout the plat.*
- *The proposed plat conforms to the approved Conceptual Plan; approved on February 21, 2022, and proposed Amended Conceptual Plan.*
- *The applicant is also proposing to amend the Conceptual Plan to amend General Note Number 1 in the approved the Conceptual Plan and General Note Number 14 (mentioned above) in the recorded plat File No. 2023067952.*

### **Proposed Replat Adjustments in Detail**

- *Revision to the rear lot lines for Lots 34 and 35, Block 3, to allow for the minimum lot size requirement of 6,000 square feet. Reduce Lot 34, Block 3, rear lot length from 50' to 49.97'. Reduce Lot 35, Block 3, rear lot length from 60.07' to 60.04' (49.97' + 10.07').*

Additionally, the proposed replat delineates 5-foot utility easements throughout the plat.

- **Block 1:** Lots 1, 2, 5, 6, 9, 10, 13, 14, 21, 22,26, 27, 29, 30, 31, 33, 34, 36, 37, 40, 41, 44, 49, 51,57, 58, 62,66, 67, 68, 74, 77.
- **Block 2:** lots 2 and 3
- **Block 3:** lots 8, 9, 11, 12, 14, 31, 32, 35, 36, 39, 40 and 24.
- **Block 4:** lots 10, 13, 14, 16, 17, 19, 20, 23 and 24.

The Covenants, Conditions, and Restrictions have also been amended to show the following:

- Table of Contents
- Definitions: removal of some words and clarification of “Declarant”, and additional definitions such as “Design Guidelines” and “Homebuilder.”
- **Article II. Property Rights** changed to Article 2 General and Use Restrictions, to include language.
- **Article III. Membership and Voting** changed to Article 3 Construction Restrictions.
- **Article IV. Assessments** changed to Article 4 Wall Street Village Homeowners Association, Inc.
- **Article V. The Association** changed to Article 5 Insurance.
- **Article VI. Architectural Controls** changed to Article 6 Covenant for Assessments.

- **Article VII. Use Restrictions and Covenants** changed to Article 7 Architectural Control Committee.
- **Article VIII. Common Areas** changed to Article 8 Mortgage Provisions.
- **Article IX. Easements** changed to Article 9 General Provisions.
- **Article X. Annexation and Withdrawal; Supplemental Declarations** changed to Article 10 Easements.
- **Article XI. Dispute Resolution** changed to Article 11 Development Rights.
- **Article XII. Miscellaneous** changed to Article 12 Dispute Resolution.

**BUDGET ANALYSIS**

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2023-2024 FUNDS BUDGETED	FY 2023-2024 FUNDS AVAILABLE	AMOUNT REQUESTED
N/A	N/A	N/A	N/A	N/A	N/A

BUDGET AMENDMENT REQUIRED? YES \_\_\_\_\_ NO  \_\_\_\_\_

Requested Amendment: N/A  
 Budgeted funds estimated for FY 2023-2024: N/A

Purchasing Review: N/A  
 Financial/Budget Review: N/A

FORM CIQ:   N/A  

FORM 1295:   N/A  

**SUPPORTING MATERIALS**

**A report has been submitted by the Planning Department for review by the Mayor and City Commission.**

**STAFF'S RECOMMENDATION**

**APPROVAL: Staff recommends approval of this replat.**

City Manager Approval: \_\_\_\_\_



**CITY COMMISSION**  
*Final Report: Plat Application*

**Agenda Date:** August 19, 2024  
**Agenda Item:**

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**Plat Name:** Wall Street Village – Replat  
**Applicant:** John Camarillo | Miller Survey Group.  
**Project Description:** A subdivision of 45.131-acre tract of land located in the Jane H. Long League, Abstract No. 55, Fort Bend County, Texas.  
**Zoning Designation:** GR, General Residential and Wall Street Village (Development Agreement)

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**P&Z Commission Mtg:** August 6, 2024  
**Project Planner:** Helen Landaverde-Ripple, Planner II

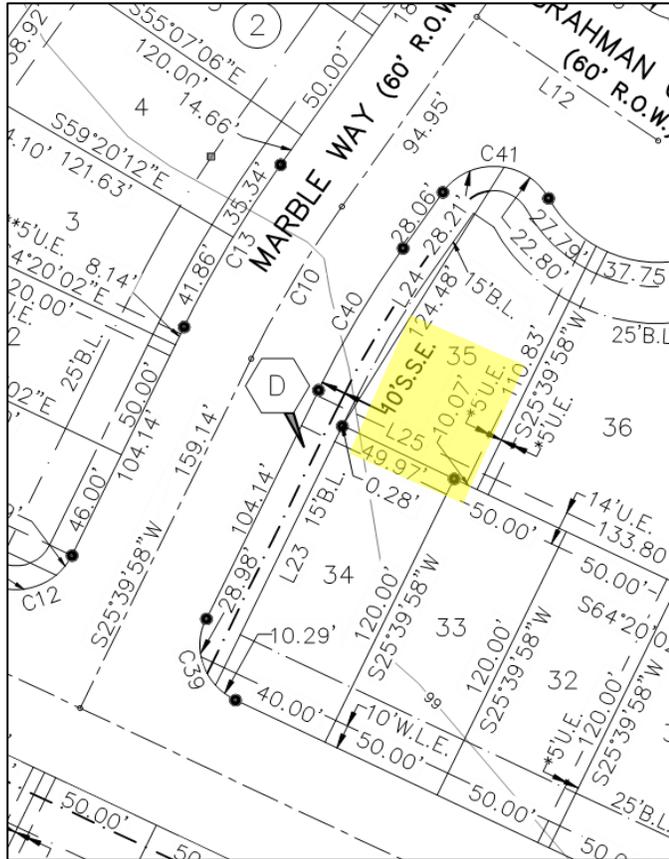
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**Background/Review Notes**

- *The proposed subdivision is located along F.M. 2218 at Wall Street, south of Wal-Mart. See Map below.*
- *The proposed subdivision is to be developed by Meritage Homes as part of a Development Agreement with the City of Richmond.*
- *The proposed replat includes 150 Lots, ten (10) reserves, and four (4) blocks with proposed lots to be minimum 50’ wide by 120’ deep.*
- *The applicant is proposing to amend General Note Number 14 from “10’ Bufferyard between properties is provided based on Section 4.4.301 from the UDC. A 5’ masonry wall will be provided to meet the requirements of Section 4.4.301 of the UDC.” to “15’ Bufferyard between properties is provided based on Section 4.4.301 from the City of Richmond U.D.C existing landscape screening is provided to meet the requirement of Section 4.4.301 of the UDC.”*
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- *The proposed plat conforms to the approved Conceptual Plan; approved on February 21, 2022, and proposed Amended Conceptual Plan.*
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**Proposed Change**



Line Table		
Line	Length	Direction
L1	47.90'	S50°59'46"E
L2	173.21'	N32°52'04"W
L3	100.42'	N51°34'47"W
L4	65.98'	N29°19'45"E
L5	5.00'	S23°13'36"E
L6	5.00'	N66°36'37"E
L7	62.90'	S39°21'13"W
L8	96.45'	N21°32'31"E
L9	31.35'	N72°11'56"E
L10	5.00'	N08°03'26"W
L11	113.50'	S50°59'46"E
L12	88.93'	N55°07'06"W
L13	15.14'	S21°52'05"W
L14	13.32'	N35°28'21"W
L15	14.92'	S54°31'39"W
L16	14.14'	N84°00'14"E
L17	25.00'	S04°04'05"E
L18	48.96'	S42°09'33"E
L19	45.02'	S24°03'07"E
L20	45.02'	S06°47'53"E
L21	40.12'	S09°00'02"W
L22	48.93'	S24°49'43"W
L23	117.91'	S25°39'58"W
L24	124.76'	N31°28'56"E
L25	49.97'	N64°00'53"W

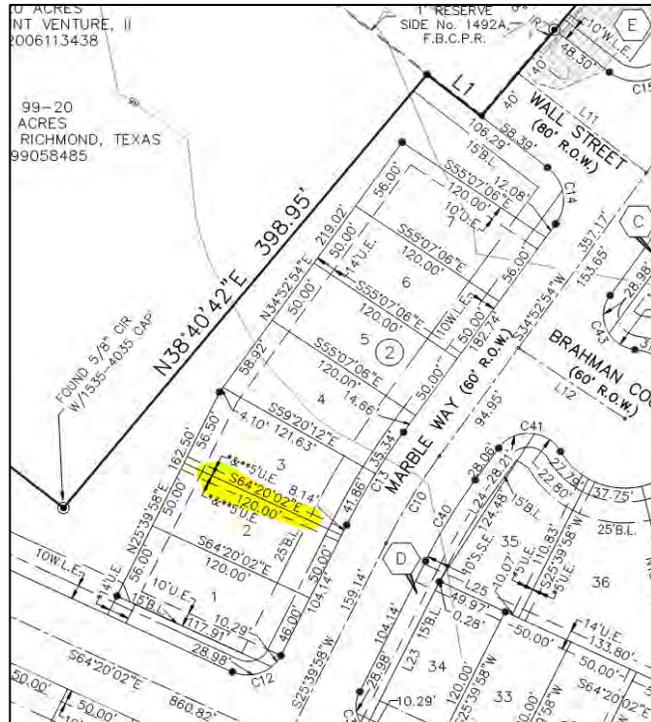
- Reduce Lot 34, Block 3, rear lot length from 50' to 49.97'; and
- Reduce Lot 35, Block 3, rear lot length from 60.07' to 60.04' (49.97' + 10.07').

Additionally, the proposed replat delineates utility easements throughout the plat.

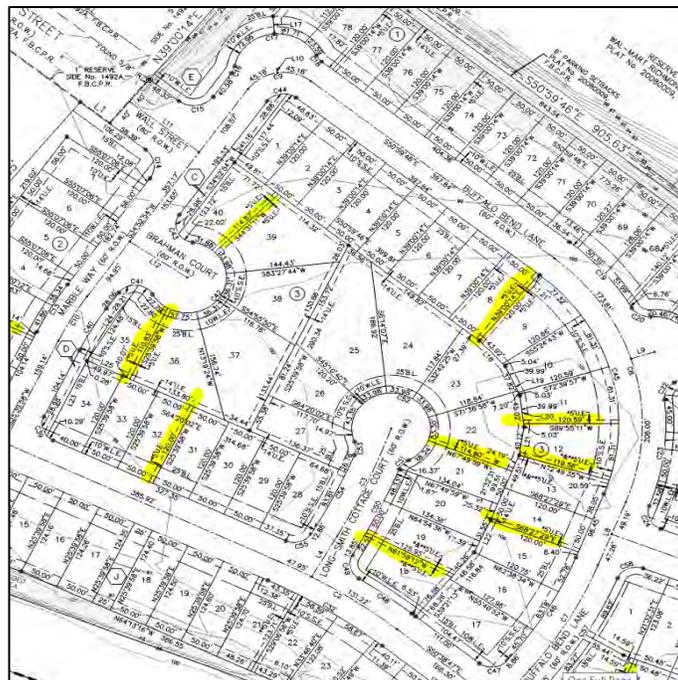
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- **Block 2:** lots 2 and 3 shows 5-foot utility easement.



- **Block 3:** lots 8, 9, 11, 12, 14, 31, 32, 35, 36, 39, 40 and 24, shows 5-foot utility easement.



- **Block 4:** lots 10, 13, 14, 16, 17, 19, 20, 23 and 24, shows 5-foot utility easement.



The Covenants, Conditions, and Restrictions have also been amended to show the following:

- Table of Contents
- Definitions: removal of some words and clarification of “Declarant”, and additional definitions such as “Design Guidelines” and “Homebuilder.”

**“Declarant”** means MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company, its successors or assigns; provided that any assignment(s) of the rights of MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company, as Declarant, must be expressly set forth in writing and Recorded.

**Declarant enjoys special rights and privileges to help protect its investment in the Property. These special rights are described in this Declaration. Many of these rights do not terminate until either Declarant: (i) has conveyed all Lots which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument.**

- **Article II. Property Rights** changed to Article 2 General and Use Restrictions, to include language.
- **Article III. Membership and Voting** changed to Article 3 Construction Restrictions.
- **Article IV. Assessments** changed to Article 4 Wall Street Village Homeowners Association, Inc.
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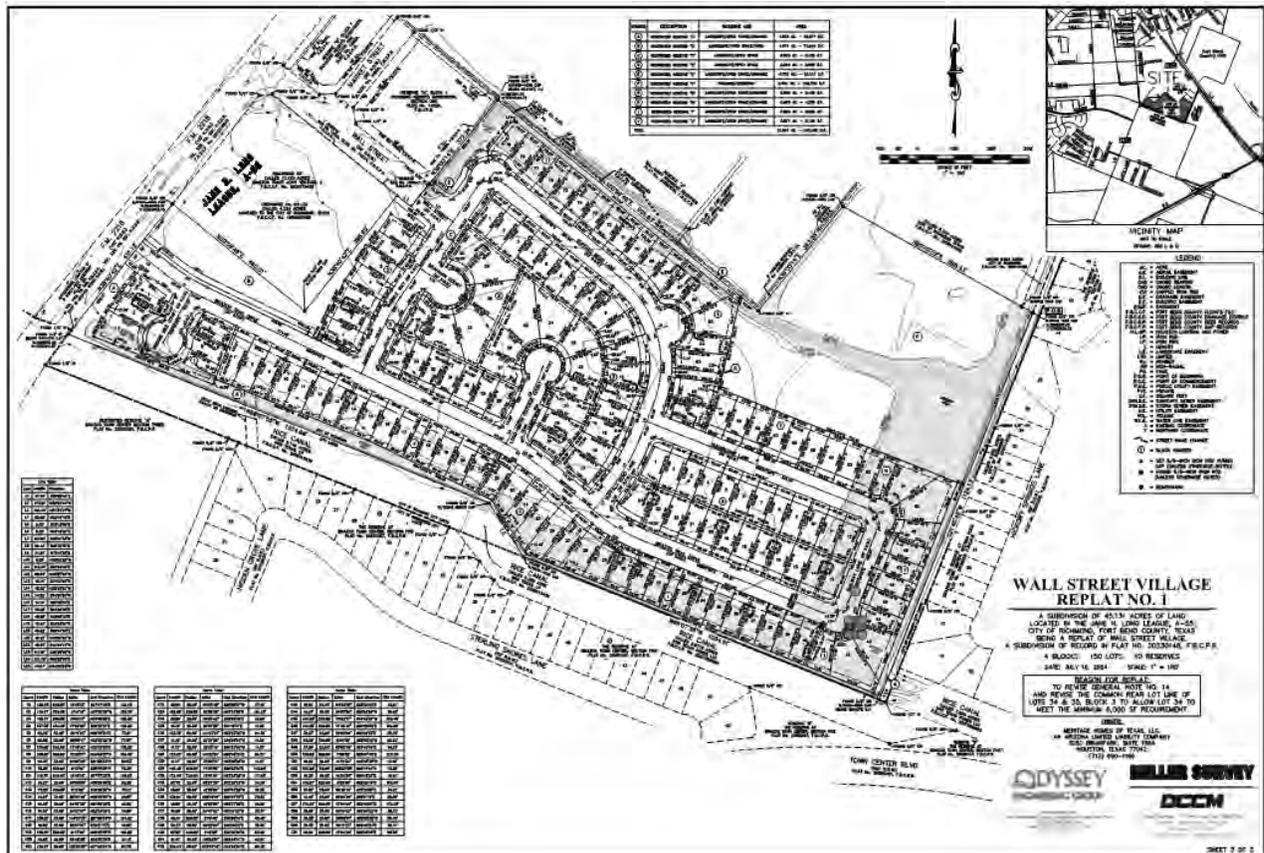
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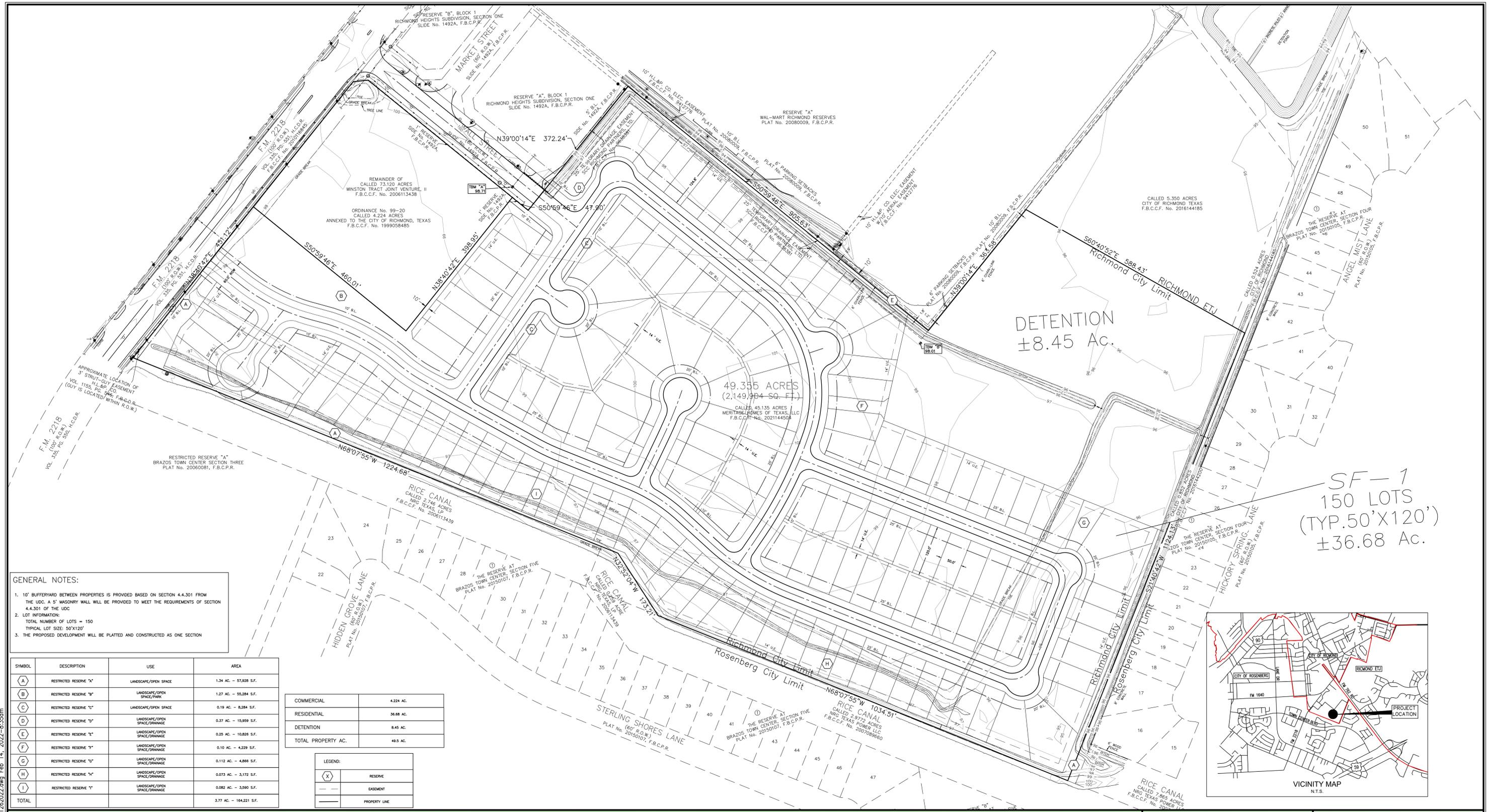
**Staff Recommendation**

**APPROVAL:** Staff recommends approval of this replat.

**Planning and Zoning Commission Recommendation**

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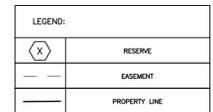


**GENERAL NOTES:**

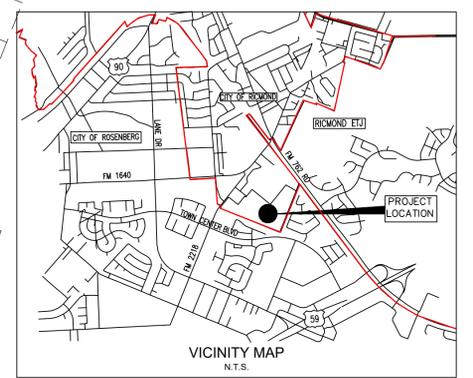
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2. LOT INFORMATION:  
TOTAL NUMBER OF LOTS = 150  
TYPICAL LOT SIZE: 50'X120'
3. THE PROPOSED DEVELOPMENT WILL BE PLATTED AND CONSTRUCTED AS ONE SECTION

SYMBOL	DESCRIPTION	USE	AREA
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TOTAL			3.77 AC. - 164,221 S.F.

COMMERCIAL	4.224 AC.
RESIDENTIAL	36.68 AC.
DETENTION	8.45 AC.
<b>TOTAL PROPERTY AC.</b>	<b>49.5 AC.</b>



SF-1  
150 LOTS  
(TYP. 50'X120')  
±36.68 Ac.



# LEGAL DESCRIPTION

0055 JANE LONG, TRACT 64(Pt)

# MERITAGE HOMES

24275 KATY FREEWAY, STE 200 KATY, TEXAS 77494 TEL: 281-810-1422

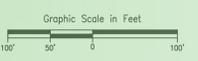
# WALL STREET VILLAGE LAND PLAN/CONCEPT



2500 Tanglewilde Street, Suite 480  
Houston, Texas 77063  
t: 281.306.0240 | www.odysseyeg.com  
TBPE No. F-17637

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FEBRUARY 2022



C:\20-026-01\Survey\Plat\Concept\_Plan\_LandPlan\_01262022.dwg, Feb. 14, 2022 - 8:35am

STATE OF TEXAS  
COUNTY OF FORT BEND  
CITY OF RICHMOND

WE, DAVID JORDAN, ITS SENIOR VICE PRESIDENT OF LAND, BEING AN OFFICER OF MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY OWNERS OF THE 45.131 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF WALL STREET VILLAGE REPLAT NO. 1, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'6") FOR TEN FEET (10'0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'6") FOR FOURTEEN FEET (14'0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5'6") FOR SIXTEEN FEET (16'0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21'6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'0") FOR TEN FEET (10'0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8'0") FOR FOURTEEN FEET (14'0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7'0") FOR SIXTEEN FEET (16'0") BACK TO BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30'0") IN WIDTH.

FURTHER, DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, WE DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES. FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF WALL STREET VILLAGE WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, WE DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS", AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS COURT ON MARCH 23, 2004.

IN TESTIMONY WHEREOF, THE MERITAGE HOMES OF TEXAS, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY DAVID JORDAN, ITS SENIOR VICE PRESIDENT OF LAND, HEREUNTO AUTHORIZED,

AND ITS COMMON SEAL HEREUNTO AFFIXED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

BY: \_\_\_\_\_  
DAVID JORDAN  
SENIOR VICE PRESIDENT OF LAND

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID JORDAN, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR \_\_\_\_\_ COUNTY, TEXAS

I, CAROLYN J. QUINN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL BOUNDARY CORNERS, ANGLES POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT FERROUS METAL) PIPES AND A LENGTH OF NOT LESS THAN THREE (3) FEET.



CAROLYN J. QUINN, RPLS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6033

STATE OF TEXAS  
COUNTY OF FORT BEND

THIS PLAT OF WALL STREET VILLAGE REPLAT NO. 1 SUBDIVISION APPROVED BY THE CITY MANAGER OF THE CITY OF RICHMOND, TEXAS.

THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

SIGNED \_\_\_\_\_  
TERRI VELA  
CITY MANAGER

STATE OF TEXAS  
COUNTY OF FORT BEND

THIS PLAT OF WALL STREET VILLAGE REPLAT NO. 1 SUBDIVISION APPROVED ON BY \_\_\_\_\_

THE CITY OF RICHMOND CITY COMMISSION, AND SIGNED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024, PROVIDED, HOWEVER, THIS APPROVAL SHALL BE INVALID, AND NULL, AND VOID, UNLESS THIS PLAT IS FILED WITH THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, WITHIN ONE (1) YEAR HEREAFTER.

\_\_\_\_\_, 2024, PROVIDED, HOWEVER, THIS APPROVAL SHALL BE INVALID, AND NULL, AND VOID, UNLESS THIS PLAT IS FILED WITH THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, WITHIN ONE (1) YEAR HEREAFTER.

SIGNED \_\_\_\_\_  
REBECCA K. HAAS  
MAYOR

SIGNED \_\_\_\_\_  
LASHA GILLESPIE  
CITY SECRETARY

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR

RECORDATION IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN PLAT NUMBER \_\_\_\_\_ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

LAURA RICHARD, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

LOT AREAS	
BLOCK-LOT	SQ. FT.
B1 - L1	8,906
B1 - L2	7,626
B1 - L3	10,632
B1 - L4	8,305
B1 - L5	6,234
B1 - L6	7,684
B1 - L7	8,113
B1 - L8	7,453
B1 - L9	7,287
B1 - L10	7,121
B1 - L11	6,955
B1 - L12	6,789
B1 - L13	6,623
B1 - L14	6,457
B1 - L15	6,291
B1 - L16	6,210
B1 - L17	6,215
B1 - L18	6,223
B1 - L19	6,228
B1 - L20	6,232

LOT AREAS	
BLOCK-LOT	SQ. FT.
B1 - L21	6,471
B1 - L22	6,533
B1 - L23	7,020
B1 - L24	7,474
B1 - L25	8,221
B1 - L26	8,537
B1 - L27	7,874
B1 - L28	7,946
B1 - L29	7,148
B1 - L30	6,682
B1 - L31	6,000
B1 - L32	6,000
B1 - L33	6,000
B1 - L34	6,000
B1 - L35	6,000
B1 - L36	6,000
B1 - L37	6,000
B1 - L38	6,000
B1 - L39	6,000
B1 - L40	6,024

LOT AREAS	
BLOCK-LOT	SQ. FT.
B1 - L41	6,638
B1 - L42	12,496
B1 - L43	10,176
B1 - L44	6,131
B1 - L45	6,250
B1 - L46	6,250
B1 - L47	6,250
B1 - L48	6,250
B1 - L49	7,214
B1 - L50	13,393
B1 - L51	9,691
B1 - L52	6,691
B1 - L53	6,691
B1 - L54	6,691
B1 - L55	6,691
B1 - L56	6,691
B1 - L57	6,691
B1 - L58	6,691
B1 - L59	6,691
B1 - L60	6,875

LOT AREAS	
BLOCK-LOT	SQ. FT.
B1 - L61	7,632
B1 - L62	7,652
B1 - L63	7,275
B1 - L64	6,901
B1 - L65	10,602
B1 - L66	8,722
B1 - L67	6,918
B1 - L68	6,622
B1 - L69	6,129
B1 - L70	6,001
B1 - L71	6,000
B1 - L72	6,000
B1 - L73	6,000
B1 - L74	6,000
B1 - L75	6,000
B1 - L76	6,000
B1 - L77	6,000
B1 - L78	6,004
B1 - L79	6,411
B2 - L1	6,714

LOT AREAS	
BLOCK-LOT	SQ. FT.
B2 - L2	6,000
B2 - L3	6,667
B2 - L4	6,555
B2 - L5	6,000
B2 - L6	6,000
B2 - L7	6,720
B3 - L1	6,485
B3 - L2	6,000
B3 - L3	6,000
B3 - L4	6,000
B3 - L5	6,000
B3 - L6	6,000
B3 - L7	6,000
B3 - L8	6,000
B3 - L9	7,424
B3 - L10	7,636
B3 - L11	7,636
B3 - L12	7,616
B3 - L13	6,486
B3 - L14	6,000

LOT AREAS	
BLOCK-LOT	SQ. FT.
B3 - L15	6,651
B3 - L16	6,942
B3 - L17	9,412
B3 - L18	7,824
B3 - L19	7,014
B3 - L20	7,180
B3 - L21	6,128
B3 - L22	6,752
B3 - L23	6,681
B3 - L24	11,647
B3 - L25	14,557
B3 - L26	6,941
B3 - L27	7,306
B3 - L28	7,534
B3 - L29	6,000
B3 - L30	6,000
B3 - L31	6,000
B3 - L32	6,000
B3 - L33	6,000
B3 - L34	6,000

LOT AREAS	
BLOCK-LOT	SQ. FT.
B3 - L35	6,405
B3 - L36	10,013
B3 - L37	12,837
B3 - L38	9,857
B3 - L39	10,672
B3 - L40	7,357
B4 - L1	7,479
B4 - L2	6,213
B4 - L3	6,213
B4 - L4	6,213
B4 - L5	6,213
B4 - L6	6,213
B4 - L7	6,213
B4 - L8	6,213
B4 - L9	6,213
B4 - L10	6,213
B4 - L11	6,213
B4 - L12	7,248
B4 - L13	7,267
B4 - L14	6,190

LOT AREAS	
BLOCK-LOT	SQ. FT.
B4 - L15	6,175
B4 - L16	6,161
B4 - L17	6,146
B4 - L18	6,132
B4 - L19	6,117
B4 - L20	6,103
B4 - L21	6,088
B4 - L22	6,074
B4 - L23	6,057
B4 - L24	9,690

# WALL STREET VILLAGE REPLAT NO. 1

A SUBDIVISION OF 45.131 ACRES OF LAND LOCATED IN THE JANE H. LONG LEAGUE, A-55 CITY OF RICHMOND, FORT BEND COUNTY, TEXAS BEING A REPLAT OF WALL STREET VILLAGE, A SUBDIVISION OF RECORD IN PLAT NO. 20230148, F.B.C.P.R.

4 BLOCKS 150 LOTS 10 RESERVES  
DATE: JULY 16, 2024 SCALE: 1" = 100'

REASON FOR REPLAT:  
TO REVISE GENERAL NOTE NO. 14,  
AND REVISE THE COMMON REAR LOT LINE OF  
LOTS 34 & 35, BLOCK 3 TO ALLOW LOT 34 TO  
MEET THE MINIMUM 6,000 SF REQUIREMENT

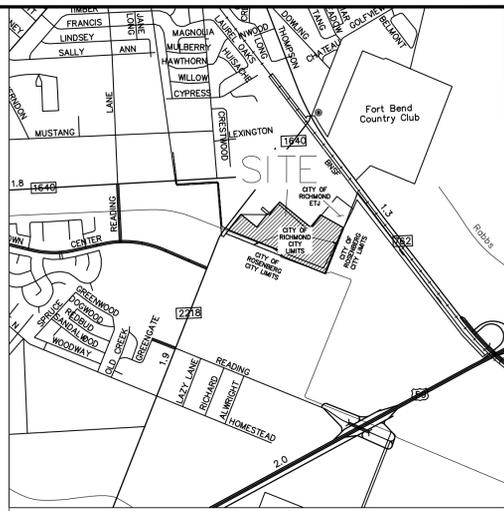
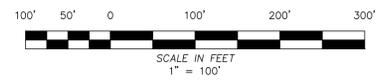
OWNER:  
MERITAGE HOMES OF TEXAS, LLC,  
AN ARIZONA LIMITED LIABILITY COMPANY  
3250 BRIARPARK, SUITE 100A  
HOUSTON, TEXAS 77042  
(713) 690-1166



www.odysseyeg.com  
2500 TANGLEWILDE STREET, SUITE 300 HOUSTON, TEXAS 77063  
OFFICE: 281-306-0240 X 101  
CELL: 713-292-6421 TBE NO. F-17637  
JUSTIN R. RING, P.E.

Miller Survey | Firm Reg. No. 10047100  
1760 W. Sam Houston Pkwy N.  
Houston, TX 77043  
713.413.1900 | millersurvey.com

SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	RESTRICTED RESERVE "A"	LANDSCAPE/OPEN SPACE/DRAINAGE	1.586 AC. - 69,071 S.F.
(B)	RESTRICTED RESERVE "B"	LANDSCAPE/OPEN SPACE/PARK	1.631 AC. - 71,044 S.F.
(C)	RESTRICTED RESERVE "C"	LANDSCAPE/OPEN SPACE	0.079 AC. - 3,425 S.F.
(D)	RESTRICTED RESERVE "D"	LANDSCAPE/OPEN SPACE	0.084 AC. - 3,680 S.F.
(E)	RESTRICTED RESERVE "E"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.737 AC. - 32,121 S.F.
(F)	RESTRICTED RESERVE "F"	DRAINAGE/DETENTION	8.466 AC. - 368,758 S.F.
(G)	RESTRICTED RESERVE "G"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.080 AC. - 3,499 S.F.
(H)	RESTRICTED RESERVE "H"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.098 AC. - 4,278 S.F.
(I)	RESTRICTED RESERVE "I"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.069 AC. - 3,000 S.F.
(J)	RESTRICTED RESERVE "J"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.071 AC. - 3,109 S.F.
TOTAL			12.901 AC. - 561,985 S.F.



VICINITY MAP  
NOT TO SCALE  
KEYMAP: 605 L & Q

LEGEND

- AC. = ACRE
- A.E. = AERIAL EASEMENT
- B.L. = BUILDING LINE
- CHB = CHORD BEARING
- CHD = CHORD LENGTH
- CIR = CAPPED IRON ROD
- D.E. = DRAINAGE EASEMENT
- E.E. = ELECTRIC EASEMENT
- ESMT. = EASEMENT
- F.B.C.C.F. = FORT BEND COUNTY CLERK'S FILE
- F.B.C.D.R. = FORT BEND COUNTY DRAINAGE DISTRICT
- F.B.C.P.R. = FORT BEND COUNTY DEED RECORDS
- F.B.C.M.R. = FORT BEND COUNTY MAP RECORDS
- H.L.P. = HOUSTON LIGHTING AND POWER
- I.R. = IRON ROD
- I.P. = IRON PIPE
- L. = LENGTH
- L.E. = LANDSCAPE EASEMENT
- LTD. = LIMITED
- No. = NUMBER
- NR = NON-RADIAL
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- PVT. = PRIVATE
- S. = SQUARE FEET
- SAN.S.E. = SANITARY SEWER EASEMENT
- STM.S.E. = STORM SEWER EASEMENT
- U.E. = UTILITY EASEMENT
- VOL. = VOLUME
- W.L.E. = WATER LINE EASEMENT
- X = EASTING COORDINATE
- Y = NORTHING COORDINATE
- = STREET NAME CHANGE
- ① = BLOCK NUMBER
- = SET 5/8-INCH IRON ROD W/MSG CAP (UNLESS OTHERWISE NOTED)
- = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
- ◆ = BENCHMARK

Line Table

Line	Length	Direction
L1	47.90'	S50°59'46"E
L2	173.21'	N32°52'04"W
L3	100.42'	N51°34'47"W
L4	65.98'	N29°19'45"E
L5	5.00'	S23°13'38"E
L6	5.00'	N66°36'37"E
L7	62.90'	S39°21'13"W
L8	96.45'	N21°52'31"E
L9	31.35'	N72°11'56"E
L10	5.00'	N08°03'28"W
L11	113.50'	S50°59'46"E
L12	88.93'	N55°07'06"W
L13	15.14'	S21°52'05"W
L14	13.32'	N35°28'21"W
L15	14.92'	S54°31'39"W
L16	14.14'	N84°00'14"E
L17	25.00'	S04°04'05"E
L18	48.96'	S42°09'33"E
L19	45.02'	S24°03'07"E
L20	45.02'	S06°47'53"E
L21	40.12'	S09°00'02"W
L22	48.93'	S24°49'43"W
L23	117.91'	S25°39'58"W
L24	124.76'	N31°28'56"E
L25	49.97'	N64°00'53"W

Curve Table

Curve	Length	Radius	Delta	Chd Direction	Chd Length
C1	122.43'	550.00'	124°15'	S57°57'25"E	122.18'
C2	178.17'	750.00'	134°16'	N57°29'25"W	178.75'
C3	166.71'	950.00'	100°31'	N24°18'06"E	166.50'
C4	137.33'	450.00'	172°08'	S59°23'21"E	136.80'
C5	86.58'	55.00'	90°11'23"	N66°46'24"E	77.91'
C6	86.52'	55.00'	90°38'11"	N23°23'23"W	77.87'
C7	170.98'	550.00'	174°42'	N30°26'52"E	170.29'
C8	379.81'	300.00'	72°32'17"	N14°43'37"W	354.95'
C9	90.35'	55.00'	94°37'20"	S81°56'34"W	80.53'
C10	72.38'	450.00'	91°25'	S30°16'26"W	72.30'
C11	115.75'	520.00'	124°15'	S57°57'25"E	115.52'
C12	39.27'	25.00'	90°30'00"	N70°39'58"E	35.36'
C13	77.20'	480.00'	91°25'	S30°16'26"W	77.12'
C14	44.97'	30.00'	85°24'00"	N08°03'28"W	40.87'
C15	49.28'	30.00'	94°37'20"	S81°56'34"E	40.87'
C16	10.89'	25.00'	24°57'07"	N22°24'21"E	10.80'
C17	138.25'	55.00'	144°01'33"	S81°56'34"W	104.62'
C18	10.89'	25.00'	24°57'07"	S38°31'13"E	10.80'
C19	122.59'	330.00'	217°01'	N40°21'15"W	121.88'
C20	28.69'	25.00'	65°45'48"	S62°35'39"E	27.15'
C21	135.57'	50.00'	155°20'57"	N17°48'04"W	97.70'

Curve Table

Curve	Length	Radius	Delta	Chd Direction	Chd Length
C22	28.69'	25.00'	65°45'48"	S26°59'31"W	27.15'
C23	152.59'	330.00'	28°29'36"	N07°21'25"E	151.23'
C24	38.86'	25.00'	89°03'42"	S23°55'38"E	35.06'
C25	11.18'	25.00'	25°37'25"	S81°16'11"E	11.09'
C26	123.38'	50.00'	141°23'01"	N23°23'23"W	94.36'
C27	11.18'	25.00'	25°37'25"	S34°29'24"W	11.09'
C28	11.17'	25.00'	25°35'19"	S08°53'03"W	11.07'
C29	123.37'	50.00'	141°22'01"	N66°46'24"E	94.37'
C30	11.17'	25.00'	25°35'19"	N55°20'16"W	11.07'
C31	146.49'	480.00'	172°08'	S59°23'21"E	145.92'
C32	172.00'	720.00'	134°16'	N57°29'25"W	171.60'
C33	37.72'	25.00'	86°27'29"	S72°26'13"W	34.25'
C34	18.69'	25.00'	42°50'00"	S07°47'32"E	18.26'
C35	231.84'	50.00'	265°40'01"	S60°47'32"E	73.33'
C36	18.69'	25.00'	42°50'00"	N50°37'28"E	18.26'
C37	36.99'	25.00'	84°47'03"	N13°11'03"W	33.71'
C38	40.46'	580.00'	35°48'	S53°34'41"E	40.45'
C39	39.27'	25.00'	90°30'00"	S19°20'02"E	35.36'
C40	67.55'	420.00'	91°25'	S30°16'26"W	67.48'
C41	51.01'	25.00'	116°53'51"	N86°40'11"W	42.61'
C42	204.03'	50.00'	233°47'42"	N34°52'54"E	89.18'

Curve Table

Curve	Length	Radius	Delta	Chd Direction	Chd Length
C43	51.01'	25.00'	116°53'51"	S23°34'02"E	42.61'
C44	41.07'	25.00'	94°07'20"	S81°56'34"W	36.60'
C45	341.83'	270.00'	72°32'17"	N14°43'37"W	319.45'
C46	161.65'	520.00'	174°42'	N30°26'52"E	161.00'
C47	39.27'	25.00'	90°30'00"	N84°21'13"E	35.36'
C48	83.26'	780.00'	67°06'58"	N53°42'16"W	83.22'
C49	37.56'	25.00'	86°05'30"	S13°43'00"E	34.13'
C50	120.83'	980.00'	70°35'	N25°47'49"E	120.76'
C51	18.05'	25.00'	41°21'34"	S42°56'39"W	17.66'
C52	231.80'	50.00'	265°37'20"	N69°11'14"W	73.36'
C53	19.39'	25.00'	44°26'29"	N00°13'21"E	18.91'
C54	110.57'	920.00'	67°31'07"	N25°53'10"E	110.50'
C55	37.67'	25.00'	86°20'13"	N72°29'51"E	34.21'
C56	41.49'	25.00'	95°04'48"	S08°11'11"E	36.89'
C57	172.89'	580.00'	17°04'44"	N30°48'51"E	172.25'
C58	38.95'	25.00'	89°16'02"	S66°54'30"W	35.13'
C59	39.33'	25.00'	90°30'00"	N23°23'23"W	35.40'
C60	39.35'	25.00'	90°11'23"	N66°46'24"E	35.41'
C61	90.94'	420.00'	122°42'00"	S61°55'45"E	90.76'

# WALL STREET VILLAGE REPLAT NO. 1

A SUBDIVISION OF 45.131 ACRES OF LAND LOCATED IN THE JANE H. LONG LEAGUE, A-55 CITY OF RICHMOND, FORT BEND COUNTY, TEXAS BEING A REPLAT OF WALL STREET VILLAGE, A SUBDIVISION OF RECORD IN PLAT NO. 20230148, F.B.C.P.R.

4 BLOCKS 150 LOTS 10 RESERVES  
DATE: JULY 16, 2024 SCALE: 1" = 100'

REASON FOR REPLAT:  
TO REVISE GENERAL NOTE NO. 14, AND REVISE THE COMMON REAR LOT LINE OF LOTS 34 & 35, BLOCK 3 TO ALLOW LOT 34 TO MEET THE MINIMUM 6,000 SF REQUIREMENT

OWNER:  
MERITAGE HOMES OF TEXAS, LLC,  
AN ARIZONA LIMITED LIABILITY COMPANY  
3250 BRIARPARK, SUITE 100A  
HOUSTON, TEXAS 77042  
(713) 690-1166

**ODYSSEY** ENGINEERING GROUP  
www.odysseyeng.com  
2500 TANGLEWILE STREET, SUITE 300 HOUSTON, TEXAS 77063  
OFFICE: 281-306-0240 X 101  
CELL: 713-292-6421 TBE NO. 4-17-137  
JUSTIN R. RING, P.E.

**MILLER SURVEY**  
Miller Survey | Firm Reg. No. 10047100  
1760 W. Sam Houston Pkwy N.  
Houston, TX 77043  
713.413.1900 | millersurvey.com

WE, DAVID JORDAN, ITS SENIOR VICE PRESIDENT OF LAND, BEING AN OFFICER OF MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY OWNERS OF THE 45.131 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF WALL STREET VILLAGE, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS) ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'6") FOR TEN FEET (10'0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'6") FOR FOURTEEN FEET (14'0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5'6") FOR SIXTEEN FEET (16'0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS, THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21'6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'0") FOR TEN FEET (10'0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8'0") FOR FOURTEEN FEET (14'0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7'0") FOR SIXTEEN FEET (16'0") BACK TO BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30'0") IN WIDTH.

FURTHER, DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, WE DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES. FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF WALL STREET VILLAGE WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, WE DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS", AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS COURT ON MARCH 23, 2024.

IN TESTIMONY WHEREOF, THE MERITAGE HOMES OF TEXAS, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY DAVID JORDAN, ITS SENIOR VICE PRESIDENT OF LAND AND KYLE DAVISON, ITS DIVISION PRESIDENT, HEREUNTO AUTHORIZED,

AND ITS COMMON SEAL HERETO AFFIXED THIS 12th DAY OF JUNE, 2023.

MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

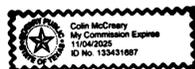
BY: David Jordan  
DAVID JORDAN  
SENIOR VICE PRESIDENT OF LAND

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID JORDAN, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 12th DAY OF JUNE, 2023.

Colin McCrary  
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS



I, CAROLYN J. QUINN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL BOUNDARY CORNERS, ANGLES POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE, HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT FERROUS METAL) PIPES AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

Carolyn J. Quinn 06-09-2023  
CAROLYN J. QUINN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6033



STATE OF TEXAS  
COUNTY OF FORT BEND

THIS PLAT OF WALL STREET VILLAGE SUBDIVISION APPROVED BY THE CITY MANAGER OF THE CITY OF RICHMOND, TEXAS.

THIS THE 17th DAY OF July, 2023.

SIGNED Terri Vela  
TERRI VELA  
CITY MANAGER

STATE OF TEXAS  
COUNTY OF FORT BEND

THIS PLAT OF WALL STREET VILLAGE SUBDIVISION APPROVED ON July 18, 2022 BY

THE CITY OF RICHMOND CITY COMMISSION, AND SIGNED THIS THE 17th DAY OF

July, 2023, PROVIDED, HOWEVER, THIS APPROVAL SHALL BE INVALID, AND NULL, AND VOID, UNLESS THIS PLAT IS FILED WITH THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, WITHIN ONE (1) YEAR HEREAFTER.

SIGNED Rebecca K. Haas  
REBECCA K. HAAS  
MAYOR

SIGNED Lasha Gillespie  
LASHA GILLESPIE  
CITY SECRETARY

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR

RECORDATION IN MY OFFICE ON THE 19th DAY OF July, 2023, AT 11:01 O'CLOCK A.M., IN PLAT NUMBER 20230148 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

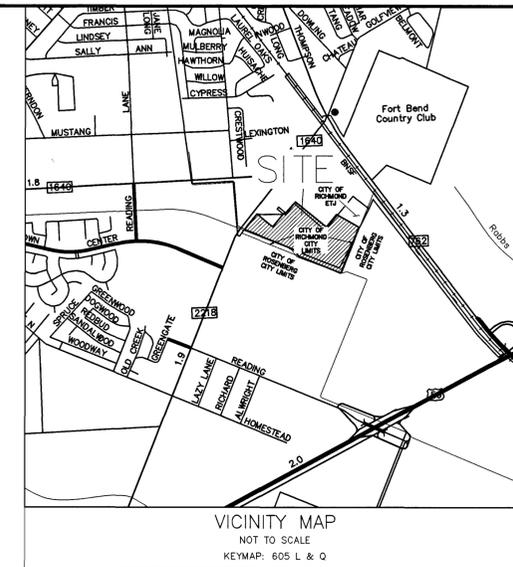
Laura Richard  
LAURA RICHARD, COUNTY CLERK  
FORT BEND COUNTY, TEXAS  
BY: Rashawnda Hayes  
DEPUTY



| LOT AREAS         |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| BLOCK-LOT SQ. FT. |
B1 - L1 8,906	B1 - L21 6,471	B1 - L41 6,638	B1 - L61 7,632	B1 - L81 6,000	B1 - L101 6,851	B1 - L121 6,412	B1 - L141 6,175
B1 - L2 7,828	B1 - L22 6,533	B1 - L42 12,496	B1 - L62 7,852	B1 - L82 6,667	B1 - L102 6,942	B1 - L122 10,013	B1 - L142 6,761
B1 - L3 10,632	B1 - L23 7,020	B1 - L43 10,176	B1 - L63 7,275	B1 - L83 9,412	B1 - L103 9,412	B1 - L123 12,837	B1 - L143 6,746
B1 - L4 8,305	B1 - L24 7,474	B1 - L44 6,131	B1 - L64 6,901	B1 - L84 7,824	B1 - L104 7,824	B1 - L124 9,857	B1 - L144 6,132
B1 - L5 6,234	B1 - L25 8,221	B1 - L45 6,250	B1 - L65 10,602	B1 - L85 7,014	B1 - L105 7,014	B1 - L125 10,672	B1 - L145 6,117
B1 - L6 7,884	B1 - L26 8,537	B1 - L46 6,250	B1 - L66 8,722	B1 - L86 7,180	B1 - L106 7,180	B1 - L126 7,357	B1 - L146 6,103
B1 - L7 8,113	B1 - L27 7,874	B1 - L47 6,250	B1 - L67 6,918	B1 - L87 6,128	B1 - L107 6,485	B1 - L127 7,479	B1 - L147 6,088
B1 - L8 7,453	B1 - L28 7,945	B1 - L48 6,250	B1 - L68 6,622	B1 - L88 6,213	B1 - L108 6,213	B1 - L128 6,213	B1 - L148 6,074
B1 - L9 7,287	B1 - L29 7,146	B1 - L49 7,214	B1 - L69 6,129	B1 - L89 6,213	B1 - L109 6,213	B1 - L129 6,057	B1 - L149 6,057
B1 - L10 7,121	B1 - L30 6,682	B1 - L50 13,393	B1 - L70 6,001	B1 - L90 6,213	B1 - L110 6,213	B1 - L130 6,057	B1 - L150 6,057
B1 - L11 6,955	B1 - L31 6,000	B1 - L51 9,691	B1 - L71 6,000	B1 - L91 6,213	B1 - L111 6,213	B1 - L131 6,057	B1 - L151 6,057
B1 - L12 6,789	B1 - L32 6,000	B1 - L52 6,691	B1 - L72 6,000	B1 - L92 6,213	B1 - L112 6,213	B1 - L132 6,057	B1 - L152 6,057
B1 - L13 6,623	B1 - L33 6,000	B1 - L53 6,691	B1 - L73 6,000	B1 - L93 6,213	B1 - L113 6,213	B1 - L133 6,057	B1 - L153 6,057
B1 - L14 6,457	B1 - L34 6,000	B1 - L54 6,691	B1 - L74 6,000	B1 - L94 6,213	B1 - L114 6,213	B1 - L134 6,057	B1 - L154 6,057
B1 - L15 6,291	B1 - L35 6,000	B1 - L55 6,691	B1 - L75 6,000	B1 - L95 6,213	B1 - L115 6,213	B1 - L135 6,057	B1 - L155 6,057
B1 - L16 6,210	B1 - L36 6,000	B1 - L56 6,691	B1 - L76 6,000	B1 - L96 6,213	B1 - L116 6,213	B1 - L136 6,057	B1 - L156 6,057
B1 - L17 6,215	B1 - L37 6,000	B1 - L57 6,691	B1 - L77 6,000	B1 - L97 6,213	B1 - L117 6,213	B1 - L137 6,057	B1 - L157 6,057
B1 - L18 6,223	B1 - L38 6,000	B1 - L58 6,691	B1 - L78 6,004	B1 - L98 6,213	B1 - L118 6,213	B1 - L138 6,057	B1 - L158 6,057
B1 - L19 6,228	B1 - L39 6,000	B1 - L59 6,691	B1 - L79 6,411	B1 - L99 6,213	B1 - L119 6,213	B1 - L139 6,057	B1 - L159 6,057
B1 - L20 6,232	B1 - L40 6,024	B1 - L60 6,875	B1 - L81 6,714	B1 - L101 6,213	B1 - L121 6,213	B1 - L141 6,213	B1 - L161 6,213

GENERAL NOTE:

- "1" RES. INDICATES ONE FOOT RESERVE. DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE, TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS ASSIGNS, OR SUCCESSORS.
- ALL LOTS SHALL HAVE A MINIMUM 5-FOOT SIDEYARD SETBACK.
- NO PIPELINE OR PIPELINE EASEMENTS EXIST WITHIN THE BOUNDARIES OF THIS PLAT, EXCEPT AS SHOWN.
- THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 99.6 FEET ABOVE MEAN SEA LEVEL. THE TOP OF SLAB ELEVATION AT ANY POINT ON THE PERIMETER OF THE SLAB SHALL NOT BE LESS THAN TWENTY-FOUR (24) INCHES ABOVE NATURAL GRADE.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48157C0245L, REVISED DATE OF 04/02/2014, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED). AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- ALL COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204, NORTH AMERICAN DATUM OF 1983 (NAD83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. ALL COORDINATES ARE SURFACE COORDINATES. TO CONVERT TO GRID MULTIPLY THE AVERAGE COMBINED SCALE FACTOR: 0.99870142539.
- THIS PROPERTY LIES WITHIN LIGHTING ZONE LZ3 ACCORDING TO THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING" OF FORT BEND COUNTY.
- ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- THIS PLAT LIES WHOLLY WITHIN THE INCORPORATED BOUNDARIES OF THE CITY OF RICHMOND, FORT BEND COUNTY, AND THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- ELEVATIONS USED FOR DELINEATING CONTOUR LINES ARE BASED ON NAVD 1988. PROJECT BENCHMARK: FORT BEND COUNTY MARKER No. 435 BEING A BRONZE DISK IN CONCRETE ON THE FACE OF A CURB ON THE NORTHEASTERLY NOSE OF MEDIAN AT THE CENTERLINE OF WILDWOOD PARK ROAD, BEING 503' SOUTHWEST OF THE CENTERLINE OF THE INTERSECTION OF WILDWOOD PARK ROAD AND McEACHIN VALLEY TRAIL AND 480' NORTHEAST OF THE CENTERLINE OF THE INTERSECTION OF WILDWOOD PARK ROAD AND F.M. 762. ELEVATION = 92.68' NAVD88
- RESTRICTED RESERVES "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, TO BE ESTABLISHED BY DEED RESTRICTIONS AND COVENANTS. THE CITY OF RICHMOND IS NOT OBLIGATED TO MAINTAIN THE RESERVES BUT SHALL HAVE THE RIGHT TO MAINTAIN THE RESERVES AS NECESSARY.
- ALL SIDEWALKS SHALL BE BUILT PER SECTION 4.5.201 OF THE CITY OF RICHMOND U.D.C.
- A 10' BUFFERYARD BETWEEN PROPERTIES IS PROVIDED BASED ON SECTION 4.4.301 FROM THE CITY OF RICHMOND U.D.C. A 5' MASONRY WALL WILL BE PROVIDED TO MEET THE REQUIREMENTS OF SECTION 4.4.301 OF THE CITY OF RICHMOND U.D.C.
- LOT INFORMATION: TOTAL NUMBER OF LOTS = 150  
TYPICAL LOT SIZE: 50' X 120'
- ALL EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE INDICATED.



LEGEND

AC	=	ACRE
A.E.	=	AERIAL EASEMENT
B.L.	=	BUILDING LINE
CHB	=	CHORD BEARING
CHD	=	CHORD LENGTH
CIR	=	CAPPED IRON ROD
D.E.	=	DRAINAGE EASEMENT
E.E.	=	ELECTRIC EASEMENT
ESMT	=	EASEMENT
F.B.C.C.F.	=	FORT BEND COUNTY CLERK'S FILE
F.B.C.D.D.	=	FORT BEND COUNTY DRAINAGE DISTRICT
F.B.C.D.R.	=	FORT BEND COUNTY DEED RECORDS
F.B.C.P.R.	=	FORT BEND COUNTY MAP RECORDS
H.L.&P.	=	HOUSTON LIGHTING AND POWER
I.R.	=	IRON ROD
I.P.	=	IRON PIPE
L	=	LENGTH
L.E.	=	LANDSCAPE EASEMENT
LTD	=	LIMITED
No.	=	NUMBER
NR	=	NON-RADIAL
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.U.E.	=	PUBLIC UTILITY EASEMENT
PVT.	=	PRIVATE
S.F.	=	SQUARE FEET
SAN.S.E.	=	SANITARY SEWER EASEMENT
STM.S.E.	=	STORM SEWER EASEMENT
U.E.	=	UTILITY EASEMENT
VOL	=	VOLUME
W.L.E.	=	WATER LINE EASEMENT
X	=	EASTING COORDINATE
Y	=	NORTHING COORDINATE
↔	=	STREET NAME CHANGE
①	=	BLOCK NUMBER
●	=	SET 5/8-INCH IRON ROD W/MSS CAP (UNLESS OTHERWISE NOTED)
○	=	FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
◆	=	BENCHMARK

# WALL STREET VILLAGE

A SUBDIVISION OF  
45.131 ACRES OF LAND LOCATED IN THE  
JANE H. LONG LEAGUE, A-55  
CITY OF RICHMOND, FORT BEND COUNTY, TEXAS

4 BLOCKS 150 LOTS 10 RESERVES

DATE: JUNE 9, 2023 SCALE: 1" = 100'

OWNER:  
MERITAGE HOMES OF TEXAS, LLC,  
AN ARIZONA LIMITED LIABILITY COMPANY  
3250 BRIARPARK, SUITE 100A  
HOUSTON, TEXAS 77042  
(713) 690-1166

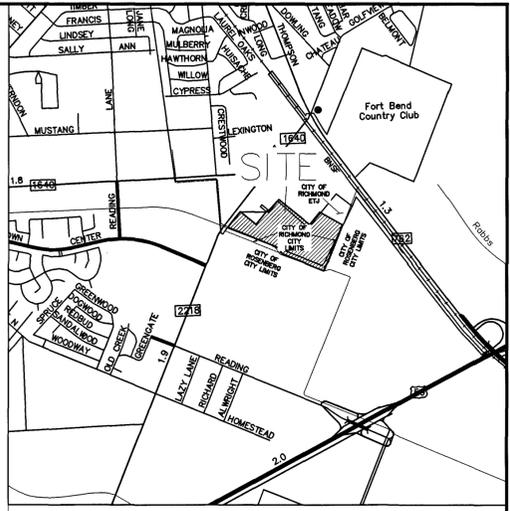
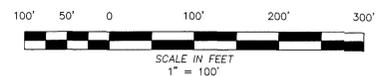
5 PGS 2023067952

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



Laura Richard  
Laura Richard, County Clerk  
Fort Bend County Texas  
July 19, 2023 11:01:22 AM  
FEE: \$299.00 RH 20230148

SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	RESTRICTED RESERVE "A"	LANDSCAPE/OPEN SPACE/DRAINAGE	1.866 AC. - 69,071 S.F.
(B)	RESTRICTED RESERVE "B"	LANDSCAPE/OPEN SPACE/PARK	1.631 AC. - 71,044 S.F.
(C)	RESTRICTED RESERVE "C"	LANDSCAPE/OPEN SPACE	0.078 AC. - 3,425 S.F.
(D)	RESTRICTED RESERVE "D"	LANDSCAPE/OPEN SPACE	0.084 AC. - 3,680 S.F.
(E)	RESTRICTED RESERVE "E"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.737 AC. - 32,121 S.F.
(F)	RESTRICTED RESERVE "F"	DRAINAGE/DETENTION	8.466 AC. - 368,758 S.F.
(G)	RESTRICTED RESERVE "G"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.080 AC. - 3,499 S.F.
(H)	RESTRICTED RESERVE "H"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.098 AC. - 4,278 S.F.
(I)	RESTRICTED RESERVE "I"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.069 AC. - 3,000 S.F.
(J)	RESTRICTED RESERVE "J"	LANDSCAPE/OPEN SPACE/DRAINAGE	0.071 AC. - 3,109 S.F.
TOTAL			12.901 AC. - 561,985 S.F.

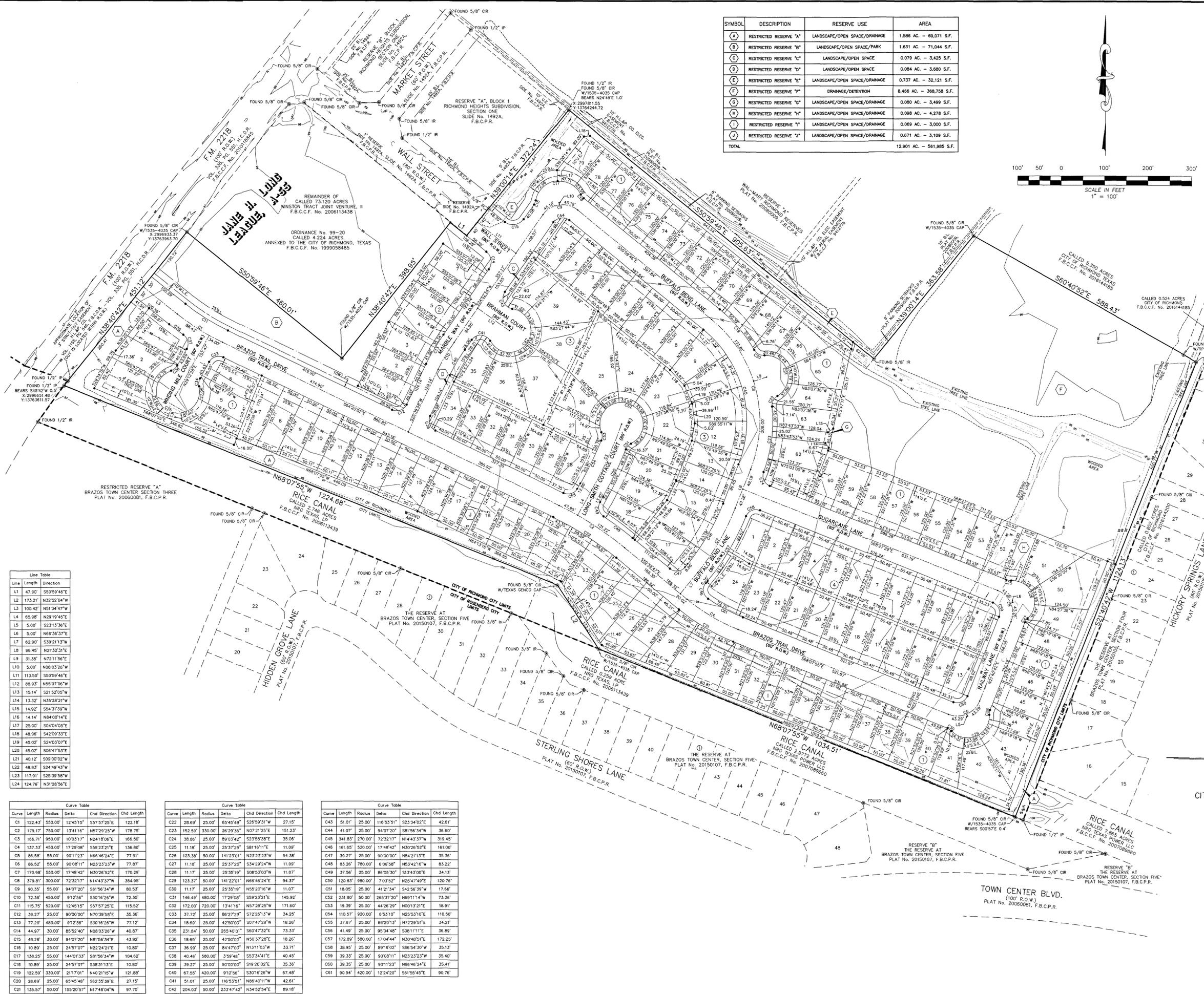


VICINITY MAP

NOT TO SCALE  
KEYMAP: 605 L & Q

LEGEND

- AC = ACRE
- A.E. = AERIAL EASEMENT
- B.L. = BUILDING LINE
- CHB = CHORD BEARING
- CHD = CHORD LENGTH
- CIR = CAPPED IRON ROD
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- P.V.T. = PRIVATE
- S.F. = SQUARE FEET
- SAN.S.E. = SANITARY SEWER EASEMENT
- SIM.S.E. = STORM SEWER EASEMENT
- U.E. = UTILITY EASEMENT
- VOL. = VOLUME
- W.L.E. = WATER LINE EASEMENT
- X. = EASTING COORDINATE
- Y. = NORTHING COORDINATE
- = STREET NAME CHANGE
- (1) = BLOCK NUMBER
- = SET 5/8-INCH IRON ROD W/MSG CAP (UNLESS OTHERWISE NOTED)
- ⊙ = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
- ⊕ = BENCHMARK



Line Table

Line	Length	Direction
L1	47.90'	S50°59'48"E
L2	173.21'	N32°52'04"W
L3	100.42'	N51°34'47"W
L4	65.98'	N29°19'45"E
L5	5.00'	S23°13'36"E
L6	5.00'	N66°36'37"E
L7	62.90'	S39°21'13"W
L8	96.45'	N21°32'31"E
L9	31.35'	N72°11'56"E
L10	5.00'	N08°03'26"W
L11	113.50'	S50°59'46"E
L12	89.83'	N55°07'06"W
L13	15.14'	S21°52'05"W
L14	13.32'	N35°28'21"W
L15	14.92'	S54°31'39"W
L16	14.14'	N84°00'14"E
L17	25.00'	S04°04'00"E
L18	48.96'	S42°09'33"E
L19	45.02'	S24°03'07"E
L20	45.02'	S06°47'53"E
L21	40.12'	S09°00'02"W
L22	48.93'	S34°49'42"W
L23	117.91'	S23°39'56"W
L24	124.79'	N31°28'56"E

Curve Table

Curve	Length	Radius	Delta	Chd Direction	Chd Length
C1	122.43'	550.00'	12°43'15"	S57°57'25"E	122.18'
C2	179.17'	750.00'	13°41'16"	N57°29'25"W	178.75'
C3	166.71'	950.00'	10°03'17"	N24°18'06"E	166.50'
C4	137.33'	450.00'	17°29'08"	S59°23'21"E	136.80'
C5	86.58'	55.00'	90°11'23"	N68°46'24"E	77.91'
C6	86.52'	55.00'	90°08'11"	N23°23'23"W	77.87'
C7	170.98'	550.00'	17°48'42"	N30°26'52"E	170.29'
C8	379.61'	300.00'	72°32'17"	N14°43'37"W	354.65'
C9	90.35'	55.00'	94°07'20"	S81°56'34"W	80.53'
C10	72.38'	450.00'	9°12'56"	S30°16'26"W	72.30'
C11	115.75'	520.00'	12°45'15"	S57°57'25"E	115.52'
C12	39.27'	25.00'	90°00'00"	N70°39'58"E	35.36'
C13	77.20'	480.00'	8°12'56"	S30°16'26"W	77.12'
C14	44.87'	30.00'	85°52'40"	N08°03'26"W	40.87'
C15	49.28'	30.00'	94°07'20"	N81°56'34"E	43.92'
C16	10.89'	25.00'	24°57'07"	N22°24'21"E	10.80'
C17	136.25'	55.00'	144°01'33"	S81°56'34"W	104.62'
C18	10.89'	25.00'	24°57'07"	S38°31'13"E	10.80'
C19	122.59'	330.00'	21°17°01"	N40°21'15"W	121.88'
C20	28.69'	25.00'	65°45'48"	S62°35'39"E	27.15'
C21	135.57'	50.00'	155°20'57"	N17°48'04"W	97.70'

Curve Table

Curve	Length	Radius	Delta	Chd Direction	Chd Length
C22	28.69'	25.00'	65°45'48"	S28°59'31"W	27.15'
C23	152.59'	330.00'	28°29'36"	N07°21'25"E	151.23'
C24	38.86'	25.00'	89°03'42"	S23°55'38"E	35.06'
C25	11.18'	25.00'	25°37'25"	S81°16'11"E	11.09'
C26	123.38'	50.00'	141°23'01"	N23°23'23"W	94.38'
C27	11.18'	25.00'	25°37'25"	S34°29'24"W	11.09'
C28	11.17'	25.00'	25°35'19"	S08°53'03"W	11.07'
C29	123.37'	50.00'	141°22'01"	N66°46'24"E	94.37'
C30	11.17'	25.00'	25°35'19"	N5°20'16"W	11.07'
C31	146.49'	480.00'	17°29'08"	S59°23'21"E	145.92'
C32	172.00'	720.00'	13°41'16"	N57°29'25"W	171.60'
C33	37.72'	25.00'	86°27'29"	S72°26'13"W	34.25'
C34	18.60'	25.00'	42°50'00"	S07°47'28"W	18.26'
C35	231.84'	50.00'	253°40'01"	S60°47'32"E	73.33'
C36	18.60'	25.00'	42°50'00"	N50°37'28"E	18.26'
C37	36.99'	25.00'	84°47'03"	N13°11'03"W	33.71'
C38	40.46'	580.00'	3°59'48"	S53°34'41"E	40.45'
C39	39.27'	25.00'	90°00'00"	S19°20'02"E	35.36'
C40	67.55'	420.00'	9°12'56"	S30°16'26"W	67.48'
C41	51.01'	25.00'	116°53'51"	N86°40'11"W	42.61'
C42	204.03'	50.00'	233°47'42"	N34°52'54"E	89.18'

Curve Table

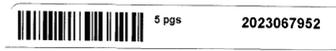
Curve	Length	Radius	Delta	Chd Direction	Chd Length
C43	51.01'	25.00'	116°53'51"	S23°34'02"E	42.61'
C44	41.07'	25.00'	94°07'20"	S81°56'34"W	36.60'
C45	341.83'	270.00'	72°32'17"	N14°43'37"W	319.45'
C46	161.65'	520.00'	17°48'42"	N30°26'52"E	161.00'
C47	39.27'	25.00'	90°00'00"	N84°21'13"E	35.36'
C48	83.26'	780.00'	6°06'58"	N53°42'16"W	83.22'
C49	37.56'	25.00'	86°05'30"	S13°43'00"E	34.13'
C50	120.83'	980.00'	7°03'52"	N25°47'49"E	120.76'
C51	18.05'	25.00'	41°21'34"	S42°56'39"W	17.64'
C52	231.80'	50.00'	265°37'20"	N69°11'14"W	73.34'
C53	19.39'	25.00'	44°26'39"	N00°13'21"E	18.91'
C54	110.57'	920.00'	6°53'10"	N25°53'10"E	110.50'
C55	37.67'	25.00'	86°20'13"	N72°29'51"E	34.21'
C56	41.49'	25.00'	95°04'48"	S08°11'11"E	36.89'
C57	172.89'	580.00'	17°04'44"	N30°48'51"E	172.25'
C58	38.95'	25.00'	89°16'02"	S84°54'30"W	35.13'
C59	39.33'	25.00'	90°08'11"	N23°23'23"W	35.40'
C60	39.35'	25.00'	90°11'23"	N68°46'24"E	35.41'
C61	90.94'	420.00'	12°24'20"	S61°55'49"E	90.76'

# WALL STREET VILLAGE

A SUBDIVISION OF  
45.131 ACRES OF LAND LOCATED IN THE  
JANE H. LONG LEAGUE, A-55  
CITY OF RICHMOND, FORT BEND COUNTY, TEXAS

4 BLOCKS 150 LOTS 10 RESERVES  
DATE: JUNE 9, 2023 SCALE: 1" = 100'

OWNER:  
MERITAGE HOMES OF TEXAS, LLC,  
AN ARIZONA LIMITED LIABILITY COMPANY  
3250 BRIARPARK, SUITE 100A  
HOUSTON, TEXAS 77042  
(713) 690-1166



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
*Laura Richard*  
Laura Richard, County Clerk  
Fort Bend County Texas  
July 19, 2023 11:01:22 AM  
FEE: \$299.00 RH



AFTER RECORDING RETURN TO:  
ROBERT D. BURTON, ESQ.  
WINSTEAD PC  
401 CONGRESS AVE., SUITE 2100  
AUSTIN, TEXAS 78701  
EMAIL: RBURTON@WINSTEAD.COM



**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WALL STREET VILLAGE  
FORT BEND COUNTY, TEXAS**

THIS DOCUMENT AMENDS, RESTATES, AND REPLACES IN ITS ENTIRETY THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALL STREET VILLAGE, RECORDED UNDER DOCUMENT NO. 2022076682, OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.

**Declarant:** MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company

*This Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as Wall Street Village in Fort Bend County, Texas and the operation of Wall Street Village Homeowners Association, Inc., a Texas nonprofit corporation.*

**TABLE OF CONTENTS**

	Page
ARTICLE 1 DEFINITIONS .....	2
ARTICLE 2 GENERAL AND USE RESTRICTIONS .....	7
2.1    General.....	7
2.2    Compliance with Applicable Law .....	8
2.3    Conceptual Plans.....	8
2.4    Single-Family Residential Use.....	8
2.5    Provision of Benefits and Services to Service Areas.....	10
2.6    Rentals .....	10
2.7    Subdividing.....	11
2.8    Hazardous Activities .....	11
2.9    Insurance Rates.....	11
2.10   Mining and Drilling.....	11
2.11   Noise .....	12
2.12   Animals – Household Pets.....	12
2.13   Rubbish and Debris .....	12
2.14   Trash Containers .....	12
2.15   Maintenance.....	13
2.16   Street Landscape Area-Owner's Obligation to Maintain Landscaping.....	13
2.17   Antennas.....	13
2.18   Location of Permitted Antennas .....	14
2.19   Signs .....	14
2.20   Flags – Approval Requirements.....	15
2.21   Flags – Installation and Display .....	16
2.22   Tanks.....	16
2.23   Temporary Structures.....	16
2.24   Outside Storage Buildings .....	17
2.25   Unsightly Articles; Vehicles.....	17
2.26   Parking.....	17
2.27   Mobile Homes, Travel Trailers and Recreational Vehicles .....	17
2.28   Basketball Goals; Permanent and Portable.....	18
2.29   Compliance with Restrictions .....	18
2.30   Liability of Owners for Damage to Common Area or Special Common Area.....	18
2.31   Release .....	19
2.32   No Warranty of Enforceability .....	19
2.33   Party Wall.....	19
2.34   Playscapes and Sports Courts .....	21
2.35   Decorations and Lighting .....	21
2.36   Water Quality Facilities, Drainage Facilities and Drainage Ponds .....	21
2.37   Release and Indemnity.....	21

2.38	Model Home .....	22
2.39	Removal of Soil and Trees .....	22
ARTICLE 3 CONSTRUCTION RESTRICTIONS.....		22
3.1	Approval for Construction .....	22
3.2	Fences; Sidewalks.....	22
3.3	Drainage .....	23
3.4	Construction Activities.....	23
3.5	Roofing .....	23
3.6	Swimming Pools.....	23
3.7	Compliance with Setbacks .....	24
3.8	Solar Energy Device.....	24
3.9	Rainwater Harvesting Systems .....	25
3.10	Xeriscaping.....	26
3.11	Garages.....	27
ARTICLE 4 WALL STREET VILLAGE HOMEOWNERS ASSOCIATION, Inc. ....		27
4.1	Organization .....	27
4.2	Membership.....	28
4.3	Governance .....	30
4.4	Voting Rights .....	30
4.5	Powers .....	30
4.6	Conveyance of Common Area and Special Common Area to the Association .....	34
4.7	Indemnification .....	34
4.8	Insurance .....	35
4.9	Bulk Rate Contracts .....	35
4.10	Community Systems.....	36
4.11	Protection of Declarant's Interests .....	36
4.12	Administration of Common Area and the Special Common Area.....	36
4.13	Maintenance Provided by Association .....	36
4.14	Merger.....	37
4.15	Right of Action by Association.....	37
ARTICLE 5 INSURANCE.....		37
5.1	Insurance .....	37
5.2	Restoration .....	38
5.3	Mechanic's and Materialmen's Lien .....	38
ARTICLE 6 COVENANT FOR ASSESSMENTS.....		39
6.1	Assessments .....	39
6.2	Maintenance Fund .....	39
6.3	Regular Assessments .....	39
6.4	Special Assessments.....	40
6.5	Special Common Area Assessments .....	40

6.6	Service Area Assessments.....	41
6.7	Individual Assessments .....	41
6.8	Working Capital Assessment .....	41
6.9	Amount of Assessment .....	42
6.10	Late Charges .....	42
6.11	Owner's Personal Obligation; Interest .....	43
6.12	Assessment Lien and Foreclosure.....	43
6.13	Exempt Property .....	45
6.14	Fines and Damages Assessment .....	45
ARTICLE 7 ARCHITECTURAL CONTROL COMMITTEE .....		45
7.1	Construction of Improvements .....	46
7.2	Architectural Control Committee .....	46
ARTICLE 8 MORTGAGE PROVISIONS .....		49
8.1	Notice of Action.....	49
8.2	Examination of Books.....	49
8.3	Taxes, Assessments and Charges.....	49
ARTICLE 9 GENERAL PROVISIONS .....		49
9.1	Term .....	49
9.2	Eminent Domain .....	50
9.3	Amendment .....	50
9.4	Enforcement.....	51
9.5	Declarant Fine Authority .....	52
9.6	Higher Authority .....	52
9.7	Severability.....	52
9.8	Conflicts.....	52
9.9	Gender .....	53
9.10	Acceptance by Owners.....	53
9.11	Damage and Destruction .....	53
9.12	No Partition.....	54
9.13	Notices .....	54
9.14	View Impairment .....	55
9.15	Safety and Security .....	55
ARTICLE 10 EASEMENTS .....		55
10.1	Right of Ingress and Egress .....	55
10.2	Reserved Easements .....	56
10.3	Improvements, Roadway and Utility Easements.....	56
10.4	Subdivision Entry and Fencing Easement.....	57
10.5	Landscape and Monument Sign Easement .....	57
10.6	Easement to Inspect and Right to Correct .....	57

ARTICLE 11 DEVELOPMENT RIGHTS.....	58
11.1 Development by Declarant.....	58
11.2 Special Declarant Rights.....	58
11.3 Addition of Land.....	58
11.4 Withdrawal of Land.....	59
11.5 Notice of Plat Recordation.....	59
11.6 Assignment of Declarant's Rights.....	59
 ARTICLE 12 DISPUTE RESOLUTION .....	 60
12.1 Introduction and Definitions.....	60
12.2 Mandatory Procedures.....	61
12.3 Claim Affecting Common Areas.....	61
12.4 Claim by Lot Owners – Improvements on Lots.....	65
12.5 Notice.....	67
12.6 Negotiation .....	68
12.7 Mediation .....	68
12.8 Binding Arbitration-Claims.....	68
12.9 Allocation of Costs.....	70
12.10 General Provisions.....	70
12.11 Period of Limitation.....	70
12.12 Funding the Resolution of Claims.....	71

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WALL STREET VILLAGE**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wall Street Village (the "**Declaration**") is made by **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company ("**Declarant**"), and is as follows:

**RECITALS:**

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Wall Street Village, recorded as Document No. 2022076682 in the Official Public Records of Fort Bend County, Texas, (the "**Original Declaration**").

B. Pursuant to the Original Declaration, the Original Declaration may be amended by an instrument executed by Declarant acting alone during the Development Period, which ends when Declarant no longer owns any of the Property. Currently, Declarant is Owner of at least one Lot, and Declarant desires to amend, restate and replace the Original Declaration in its entirety with this Declaration.

C. This Declaration is filed with respect to that certain real property located in Fort Bend County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "**Property**"). Declarant is the owner of the Property.

D. Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.

E. By the Recording of this Declaration, Declarant serves notice that the Property is subject to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared: (i) that the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Declaration uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of this Declaration, the text will control.

**ARTICLE 1**  
**DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

**"Applicable Law"** means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Property in effect at the time a provision of the Restrictions is applied, and pertaining to the subject matter of the Restriction provision, and all other ordinances, and any other applicable building codes, zoning restrictions and permits or other applicable regulations. Statutes and ordinances specifically referenced in the Restrictions are "Applicable Law" on the date the Restrictions are Recorded, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

**"Architectural Control Committee"** or **"ACC"** means the committee created pursuant to this Declaration to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any Improvements on a Lot. As provided in *Article 7* below, Declarant acts as the ACC and the ACC is not a committee of the Association until Declarant has assigned its right to appoint and remove all ACC members to the Association in a Recorded written instrument.

**"Assessment"** or **"Assessments"** means all assessments imposed by the Association under this Declaration.

**"Assessment Unit"** has the meaning set forth in *Section 6.9.2*.

**"Association"** means Wall Street Village Homeowners Association, Inc., a Texas nonprofit corporation, which was created by Declarant to exercise the authority and assume the powers specified in *Article 4* and elsewhere in this Declaration. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, and Applicable Law.

**"Board"** means the Board of Directors of the Association.

**"Bulk Rate Contract"** or **"Bulk Rate Contracts"** means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, "broadband" services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Property. Each

Bulk Rate Contract must be approved in advance and in writing by Declarant until expiration or termination of the Development Period.

**"Bylaws"** means the bylaws of the Association, which may be initially adopted and Recorded by Declarant or the Board of the Association and Recorded as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended, from time to time, by Declarant until expiration or termination of the Development Period. Any amendment to the Bylaws proposed by the Board must be approved in advance and in writing by Declarant until expiration or termination of the Development Period. Upon expiration of the Development Period, the Bylaws may be amended by a Majority of the Board.

**"Certificate"** means the Amended and Restated Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

**"City"** means the City of Richmond, Texas.

**"Common Area"** means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by Declarant for the benefit of the Association or its Members. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, Residents, and their guests, tenants and invitees, while other portions of the Common Area may be for the use and enjoyment of the Owners, Residents, and their guests, tenants and invitees, and members of the public.

**"Community Manual"** means the community manual of the Association, which may be initially adopted and Recorded by Declarant or the Board of the Association and Recorded as part of the initial project documentation for the benefit of the Association and the Property. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Bylaws, Rules and Regulations and other policies set forth in the Community Manual may be amended or supplemented, from time to time, by Declarant until expiration or termination of the Development Period. Any amendment to the Bylaws, Rules and Regulations and other policies governing the Association prosecuted by the Board must be approved in advance and in writing by Declarant until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended or supplemented by a Majority of the Board.

**"Community Systems"** means any and all cable television, telecommunications, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennas, satellite dishes, equipment, materials and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by Declarant pursuant to any grant of easement or authority by Declarant within the Property.

"**County**" means the County of Fort Bend, Texas.

"**Declarant**" means MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company, its successors or assigns; provided that any assignment(s) of the rights of MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company, as Declarant, must be expressly set forth in writing and Recorded.

**Declarant enjoys special rights and privileges to help protect its investment in the Property. These special rights are described in this Declaration. Many of these rights do not terminate until either Declarant: (i) has conveyed all Lots which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument.**

"**Design Guidelines**" means the standards for design, construction, landscaping, and exterior items proposed to be placed on any Lot adopted pursuant to *Section 7.2.3*, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. At Declarant's option, Declarant may adopt or amend from time to time the Design Guidelines for the Property or any portion thereof. Notwithstanding anything in this Declaration to the contrary, Declarant will have no obligation to establish Design Guidelines for the Property or any portion thereof.

"**Development Period**" means the period of time beginning on the date when this Declaration has been Recorded, and ending twenty (20) years thereafter, unless earlier terminated by a Recorded written instrument executed by Declarant. The Development Period is the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property.

"**Homebuilder**" means an Owner (other than Declarant) who acquires a Lot for the construction of a single-family residence for resale to a third party.

"**Improvement**" means all physical enhancements and alterations to the Property, including but not limited to grading, clearing, removal of trees, alteration of drainage flow, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

"**Lot**" means any portion of the Property designated by Declarant in a Recorded written instrument or as shown as a subdivided Lot on a Plat other than Common Area or Special Common Area.

"**Majority**" means more than half.

"**Manager**" has the meaning set forth in *Section 4.5.8*.

"**Members**" means every person or entity that holds membership privileges in the Association.

"**Mortgage**" or "**Mortgages**" means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

"**Mortgagee**" or "**Mortgagees**" means the holder(s) of any Mortgage(s).

"**Owner**" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

"**Plat**" means a Recorded subdivision plat of any portion of the Property, and any amendments thereto.

"**Property**" means that certain real property located in Fort Bend County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 11.3* and *Section 11.4* of this Declaration.

"**Record**", "**Recordation**", "**Recorded**" and "**Recording**" means recorded or to be recorded in the Official Public Records of Fort Bend County, Texas.

"**Resident**" means an occupant or tenant of a Lot, regardless of whether the person owns the Lot.

"**Restrictions**" means the restrictions, covenants, and conditions contained in this Declaration, the Design Guidelines, Bylaws, Community Manual, Rules and Regulations, or in any other rules and regulations promulgated by the Association pursuant to this Declaration, as adopted and amended from time to time. *See Table 1* for a summary of the Restrictions.

"**Rules and Regulations**" means any instrument, however denominated, which Declarant may adopt as part of the initial project documentation for the regulation and management of the Property, the Common Area, or the Special Common Area, including any amendments to those instruments. Until expiration or termination of the Development Period, the Declarant may unilaterally amend the Rules and Regulations, and must approve any amendment to the Rules

and Regulations adopted by the Board. Upon expiration or termination of the Development Period, the Rules and Regulations may be amended by a Majority of the Board.

**"Service Area"** means a group of Lots designated as a separate Service Area pursuant to this Declaration for purpose of receiving benefits or services from the Association which are not provided to all Lots. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.5*.

**"Service Area Assessments"** means assessments levied against the Lots in a particular Service Area to fund Service Area Expenses, as described in *Section 6.6*.

**"Service Area Expenses"** means the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements.

**"Solar Energy Device"** means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

**"Special Common Area"** means any interest in real property or improvements which is designated by Declarant in this Declaration or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Special Common Area Assessments attributable thereto, to one or more, but less than all of the Lots or Owners, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by Declarant for the benefit of the Association. The Declaration or other written notice will identify the Lots or Owners assigned to such Special Common Area and further indicate whether the Special Common Area is assigned to such parties for the purpose of exclusive use and the payment of Special Common Area Assessments or only for the purpose of paying Special Common Area Assessments attributable thereto. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

**"Special Common Area Assessments"** means assessments levied against the Lots as described in *Section 6.5*.

**"Special Common Area Expenses"** means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

<b>TABLE 1: RESTRICTIONS</b>	
<b>Declaration</b> (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of the Property.
<b>Certificate of Formation</b> (Recorded)	Establishes the Association as a Texas nonprofit corporation.
<b>Bylaws</b> (Recorded)	Governs the Association's internal affairs, such as elections, meetings, etc.
<b>Community Manual</b> (Recorded)	Establishes Rules and Regulations and policies governing the Association.
<b>Design Guidelines</b> (if adopted, Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto. Declarant shall have no obligation to adopt the Design Guidelines.
<b>Rules and Regulations</b> (if adopted, Recorded)	Regulates the use of property, activities, and conduct within the Property, the Common Area, or the Special Common Area.
<b>Board Resolutions</b> (adopted by the Board of the Association)	Establishes rules, policies, and procedures for the Property, Owners, and the Association.
<b>Notice of Withdrawal of Land</b> (Recorded)	Withdraws and removes land from the Property so that such land is no longer burdened by the terms of this Declaration and no longer under the jurisdiction of the Association.
<b>Notice of Addition of Land</b> (Recorded)	Adds additional land to the Property, so such land will be considered part of the Property and subject to the terms of this Declaration and under the jurisdiction of the Association.
<b>Notice of Plat Recordation</b> (Recorded)	Identifies specific residential Lots within a Plat. Upon Recordation of a Notice of Plat Recordation, the Property included within the Plat not comprising a residential Lot will automatically be withdrawn from the terms and provisions of this Declaration. Declarant shall have no obligation to Record a Notice of Plat Recordation.

*Table 1*

**ARTICLE 2  
GENERAL AND USE RESTRICTIONS**

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

**2.1 General.**

2.1.1 Conditions and Restrictions. All Lots within the Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Restrictions and Applicable Law.

2.1.2 Ordinances. Ordinances and requirements imposed by local governmental authorities are applicable to all Lots within the Property. Compliance with the Restrictions is not a substitute for compliance with Applicable Law. Please be advised that the Restrictions do not purport to list or describe each restriction which may be applicable to a Lot located within the Property. Each Owner is advised to review all ordinances, requirements, regulations and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the ACC for approval. Furthermore, approval by the ACC should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirements, regulations or encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the ACC.

**NOTICE**

**The Restrictions are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the Restrictions, as they may change from time to time.**

2.2 Compliance with Applicable Law. The Association and each Owner, Homebuilder, Resident or other user of any portion of the Property must comply with the Restrictions and Applicable Law.

2.3 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Property, the Common Area, or the Special Common Area (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and Improvements reflected on the Conceptual Plans, including but not limited to any amenity center(s), are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property, the Common Area, or the Special Common Area may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any Homebuilder or other developer of any portion of the Property, the Common Area, or the Special Common Area makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property, the Common Area, or the Special Common Area and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans or any statement made by Declarant or any of Declarant's representatives regarding proposed land uses or proposed or planned Improvements in making the decision to purchase any land or Improvements within the Property. Each Owner who acquires a Lot within the Property acknowledges that development of the Property, the Common Area, and/or the Special Common Area will likely extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property, the Common Area, or the Special Common Area or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.4 Single-Family Residential Use. The Lots shall be used solely for private single-family residential purposes.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an Owner or Resident may conduct business activities within a residence so long as: (i) such activity complies with all Applicable Law; (ii) the business activity is conducted without the employment of persons other than the Residents of the home constructed in the Lot; (iii) the business activity does not involve customers, contractors, clients, or the general public visiting the Lot to conduct activities related to the business; (iv) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Lot, sound, or smell from outside the residence; (v) the business activity does not involve door-to-door solicitation of Residents within the Property; (vi) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vii) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents of the Property as may be determined in the sole discretion of the Board; and (viii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Homebuilder.

Notwithstanding any provision in this Declaration to the contrary, until the expiration or termination of the Development Period:

(i) Declarant and/or its licensees may construct and maintain upon portions of the Common Area, the Special Common Area, any Lot, or portion of the Property owned by Declarant, such facilities and may conduct such activities, which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single-family residences or other Improvements constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its licensees shall have an easement over and across the Common Area and the Special Common Area for access and use of such facilities at no charge; and

(ii) Declarant and/or its licensees will have an access easement over and across the Common Area and the Special Common Area for the purpose of making, constructing and installing Improvements upon the Common Area and the Special Common Area.

**2.5 Provision of Benefits and Services to Service Areas.**

2.5.1 Designation by Declarant. Declarant, in any Recorded written notice, may assign Lots to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots in addition to those which the Association generally provides to the Property. Declarant may unilaterally amend any Recorded written notice to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots within the Service Area as a Service Area Assessment.

2.5.2 Petition by Owners. In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot among all Service Areas receiving the same service). Notwithstanding the foregoing, until expiration or termination of the Development Period, Declarant shall have the right to withhold its consent for any petition to designate Lots as a Service Area in Declarant's sole and absolute discretion. If approved by the Board, Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots within such Service Area as a Service Area Assessment.

2.5.3 Addition to and Removal from Service Areas. The Association may, from time to time, include additional components of Improvements or Lots or remove components of Improvements or Lots from a Service Area; however, unless otherwise approved by Declarant during the Development Period, in no event may the Association at any time remove from any Service Area components of any Improvements or Lots previously designated as a Service Area under this Declaration. During the Development Period, any addition to a Service Area must also be approved by Declarant. After expiration or termination of the Development Period, any addition or removal of components of Improvements or Lots must be approved by two-thirds ( $\frac{2}{3}$ ) of the total number of votes held by all Lots within a Service Area. During the Development Period, the Service Area may be modified or amended by Declarant, acting alone. Any modification or amendment to the Service Area must be Recorded.

**2.6 Rentals.** Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals

must be for terms of at least six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Restrictions and shall notify its lessee of any changes or additions thereto. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

**2.7 Subdividing.** No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the ACC; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the ACC.

**2.8 Hazardous Activities.** No activities may be conducted on or within the Property and no Improvements may be constructed on or within any portion of the Property which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Property unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Property may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

**2.9 Insurance Rates.** Nothing shall be done or kept on the Property which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area or Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

**2.10 Mining and Drilling.** Except for the Third-Party Oil, Gas and Mineral Interests defined below, no portion of the Property, the Common Area, or the Special Common Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Property, the Common Area, or the Special Common Area by Declarant. Furthermore, this provision will not be interpreted to prevent the drilling of water wells by Declarant or otherwise approved in advance by the ACC which are required to provide water to all or any portion of the Property. All water wells must also be approved in advance by the ACC and any applicable regulatory authority. This *Section 2.10* shall not apply to minerals, resources and groundwater, or some portion thereof or some interest therein, that may have been conveyed or reserved by third parties prior to Declarant's ownership of the Property (the "**Third-Party Oil, Gas and Mineral Interests**"). No representation or warranty, express or implied, is made as to the ownership of the minerals, resources and groundwater or any portion thereof or any interest therein.

**2.11 Noise.** No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its Residents. This *Section 2.11* shall not be construed to include noise caused by construction activities by Declarant or a Homebuilder.

**2.12 Animals – Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words, may be kept, maintained, or cared for on or within the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such as pot-bellied pigs, miniature horses, chickens, exotic snakes or lizards, ferrets, monkeys, or other exotic animals). The Board may determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Resident may keep on such Owner's or Resident's Lot more than three (3) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than within the Owner's or Resident's residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Property. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets not confined to a residence must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. All pets must be registered, licensed and inoculated as required by Applicable Law. If the Board determines, in its sole discretion, that a pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Property.

**2.13 Rubbish and Debris.** As determined by the Board, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Property, and no odors will be permitted to arise therefrom so as to render all or any portion of the Property unsanitary, unsightly, offensive, or detrimental to any other property or Residents. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

**2.14 Trash Containers.** Trash containers and recycling bins must be stored adjacent to or inside of the garage of the single-family residence constructed on the Lot. The Board shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

**2.15 Maintenance.** The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section 2.15* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Board, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing and edging.
- (iii) Tree and shrub pruning.
- (iv) Watering of lawn and landscaping.
- (v) Keeping exterior lighting and mechanical facilities in working order.
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (vii) Keeping planting beds free of turf grass.
- (viii) Keeping sidewalks and driveways in good repair.
- (ix) Complying with Applicable Law.
- (x) Repainting of Improvements.
- (xi) Repair of exterior damage, and wear and tear to Improvements.

**2.16 Street Landscape Area-Owner's Obligation to Maintain Landscaping.** Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the curb of any adjacent right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area is performed by the Association and/or the City. If the maintenance of any ST Landscape Area is the responsibility of the City, and the City fails to properly maintain the ST Landscape Area, as determined in the sole and absolute discretion of the Board, the Association, if allowed by Applicable Law, may have the responsibility for maintaining such ST Landscape Area and the costs incurred, or estimated to be incurred, by the Association shall be discharged through Assessments.

**2.17 Antennas.** Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, shall be erected, maintained or placed on a Lot without the prior written approval of the ACC; provided, however, that:

- (i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or
- (ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services,

instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television or radio broadcast signals, (collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the ACC, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Property.

**2.18 Location of Permitted Antennas.** A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Common Area, Special Common Area, or any other portion of the Property. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the ACC are as follows:

(i) Attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the roof fascia, soffit, or bargeboard and screened from view of adjacent Lots and the street; then

(ii) Attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the roof fascia, soffit, or bargeboard and screened from view of adjacent Lots and the street.

The ACC may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

**Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These Rules and Regulations may be modified by the ACC from time to time. Please contact the ACC for the current rules regarding installation and placement.**

**2.19 Signs.** Unless otherwise prohibited by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the ACC, except for:

(i) signs which are expressly permitted pursuant to this Declaration, the Design Guidelines (if adopted), or the Rules and Regulations;

(ii) signs which are part of Declarant's or Homebuilder's overall marketing, sale, or construction plans or activities for the Property;

(iii) a maximum of two (2) school or youth affiliated signs shall be permitted, provided the sign(s): (a) is located in the landscaping bed of the front yard and blends in

with the existing landscaping; (b) is no larger than 36" x 42" and does not exceed five feet (5') in height above natural ground; (c) is constructed of wood, plastic or metal and are not flags or banners, as determined in the sole and absolute discretion of the Board; (d) is kept in good condition and repair, as determined in the sole and absolute discretion of the Board; (e) does not cause embarrassment, discomfort and/or annoyance to other Owners, as determined in the sole and absolute discretion of the Board; and (f) does not contain any telephone numbers or commercial advertisement;

(iv) one (1) temporary "For Sale" sign placed on the Lot. The sign must be professionally made and shall be limited to a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post. The overall height of the sign from the finished grade of the Lot at the spot where the sign is located may not exceed four feet (4'). The sign must be removed within two (2) business days following the sale of the Lot;

(v) candidate or measure signs may be erected provided the sign: (a) is erected no earlier than the ninetieth (90<sup>th</sup>) day before the date of the election to which the sign relates; (b) is removed no later than the tenth (10<sup>th</sup>) day after the date of the election to which the sign relates; and (c) is ground-mounted. Only one sign may be erected for each candidate or measure. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited;

(vi) permits as may be required by legal proceedings;

(vii) permits as may be required by any governmental entity; and

(viii) one "no soliciting" or "security warning" sign near or on the front door of the residence, provided that the sign may not exceed twenty-five (25) square inches.

For Lease and For Rent signs are expressly prohibited.

**2.20 Flags – Approval Requirements.** An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States armed forces, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and is permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) Permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the ACC. Approval by the ACC is required prior to installing vertical freestanding flagpoles in the front or back yard area of any Lot ("**Freestanding Flagpole**"). To obtain approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (i) the location of the Freestanding Flagpole to be installed on the Lot; (ii) the type of Freestanding Flagpole to be installed; (iii) the dimensions of the Freestanding Flagpole; and (iv) proposed materials of the Freestanding Flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner. The Flagpole Application shall be submitted in accordance with the provisions of *Article 7*.

**2.21 Flags – Installation and Display.** Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(iii) Any Permitted Flag displayed on either a Permitted Flagpole or a Freestanding Flagpole may not be more than three feet in height by five feet in width (3'x5');

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a Permitted Flag, or the location and construction of a Permitted Flagpole or Freestanding Flagpole must comply with all Applicable Law, easements and setbacks of record;

(vi) Each Permitted Flagpole and Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction thereof and harmonious with the residence;

(vii) Any Permitted Flag, Permitted Flagpole, and Freestanding Flagpole must be maintained in good condition and any deteriorated Permitted Flag or deteriorated or structurally unsafe Permitted Flagpole or Freestanding Flagpole must be repaired, replaced or removed;

(viii) A Permitted Flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring Lot; and

(ix) Any external halyard of a Permitted Flagpole or Freestanding Flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the Permitted Flagpole or Freestanding Flagpole.

**2.22 Tanks.** The ACC must approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG), and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot without the advance written approval of the ACC. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the ACC. This provision will not apply to a tank used to operate a standard residential gas grill.

**2.23 Temporary Structures.** No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property without the prior written approval of the ACC;

provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for Declarant, Homebuilders, architects, and foremen during actual construction may be maintained with the prior approval of Declarant (unless placed by Declarant), approval to include the nature, size, duration, and location of such structure.

**2.24 Outside Storage Buildings.** Outside storage buildings located in a fenced rear yard of a Lot are allowed with the prior written approval of the ACC. One (1) permanent storage building will be permitted if: (i) the surface area of the pad on which the storage building is constructed is no more than one hundred (100) square feet; (ii) the height of the storage building, measured from the surface of the Lot, is no more than eight feet (8'); (iii) the exterior of the storage building is constructed of the same or substantially similar materials and of the same color as the principal residential structure constructed on the Lot; (iv) the roof of the storage building is the same material and color as the roof of the principal residential structure constructed on the Lot; and (v) the storage building is constructed within all applicable building setbacks. No storage building may be used for habitation.

**2.25 Unightly Articles; Vehicles.** No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Property, the Common Area, or the Special Common Area.

**2.26 Parking.** All Owners and Residents are encouraged to park vehicles in the garage on their Lot and use the driveways on their Lot as overflow parking. On street parking is limited to guests and visitors. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked in a manner that obstructs or otherwise blocks ingress and egress to any part of the Property by an emergency vehicle. The parking of vehicles in the yard of any Lot is not permitted.

**2.27 Mobile Homes, Travel Trailers and Recreational Vehicles.** No mobile homes, travel trailers or recreational vehicles shall be parked or placed on any street right-of-way, Lot, or used as a residence, either temporary or permanent, at any time. However, such vehicles may

be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period.

**2.28 Basketball Goals; Permanent and Portable.** Permanent basketball goals are permitted in the driveway on a Lot. Permanent basketball goals are not permitted in any street right-of-way. The basketball goal backboard must be perpendicular to the street and mounted on a metal pole permanently installed in the ground. Portable basketball goals are permitted but must be stored inside the garage when not in use. Portable basketball goals are not permitted in any street right-of-way. Basketball goals must be properly maintained and painted, with the net in good repair.

**2.29 Compliance with Restrictions.** Each Owner, their family, Residents of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Restrictions, as they may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of the Restrictions and may result in a fine against the Owner in accordance with *Section 6.14* of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant, the Board on behalf of the Association, the ACC, or by an aggrieved Owner. The result of every act or omission that violates any provision of the Restrictions is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Restrictions, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½ %) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **Each such Owner shall release and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 2.29 (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.**

**2.30 Liability of Owners for Damage to Common Area or Special Common Area.** No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area or Special Common Area without the prior written approval of the Declarant during the

Development Period, and the Board thereafter. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area and Special Common Area, and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other Resident of such Owner's Lot, or any guest or invitee of such Owner or Resident. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided in *Section 6.12* of this Declaration.

**2.31 Release.** EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, DECLARANT, THE ACC AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON AREA OR SPECIAL COMMON AREA.

Neither the Association nor Declarant will assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Common Area or Special Common Area, and in no circumstance will words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Common Area or Special Common Area.

**2.32 No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of the Restrictions. Any Owner acquiring a Lot in reliance on one or more of the Restrictions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

**2.33 Party Wall.** A fence or wall located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a "Party Wall" and, to the extent not inconsistent with the provisions of this *Section 2.33*, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions and are subject to the following.

**2.33.1 Encroachments & Easement.** If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this *Section 2.33*. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

**2.33.2 Right to Repair.** If the Party Wall is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or

rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the ACC in accordance with *Article 7* of this Declaration.

2.33.3 Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is solely responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his or her share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Fort Bend County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this *Section 2.33* is appurtenant to the Lot and passes to the Owner's successors in title.

2.33.4 Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the ACC.

2.33.5 Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this *Section 2.33* (the "**Dispute**"), the parties shall submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board shall appoint a mediator. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

**2.34 Playscapes and Sports Courts.** Playscapes and sport courts are permissible at the sole discretion of the ACC. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Sport courts may not be lighted or enclosed with netting. Tennis courts are not permitted.

**2.35 Decorations and Lighting.** No decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in writing by the ACC. Customary seasonal decorations for holidays are permitted without approval by the ACC but shall be removed within thirty (30) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding Lots or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any street unless otherwise approved by the ACC.

**2.36 Water Quality Facilities, Drainage Facilities and Drainage Ponds.** The Property may include, now or in the future, one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property and are inspected, maintained and administered by the Association in accordance with all Applicable Law. Access to these facilities and ponds is limited to persons engaged by the Association and their respective agents to periodically maintain such facilities. Each Owner is advised that the water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the proper operation of the Property and may periodically hold standing water. Each Owner is advised that entry into the water quality facilities, sedimentation, drainage and detention facilities or ponds may result in injury and is a violation of the Rules and Regulations, unless otherwise approved by the Association.

**2.37 Release and Indemnity.** EACH OWNER AND OWNER'S FAMILY MEMBERS, GUESTS, TENANTS, INVITEES, AGENTS, AND CONTRACTORS (EACH, A "USER" HEREIN) HEREBY RELEASE AND HOLD HARMLESS THE ASSOCIATION, DECLARANT, THE ACC AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF USER'S USE OF ANY COMMON AREA PROPERTY, COMMUNITY AMENITIES, OR COMMUNITY FACILITIES. EVERY USER IDENTIFIED ABOVE SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, DECLARANT, THE ACC AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE INCURRED OR THAT MAY ARISE BY REASON OF THE USE OF OR ENTRY UPON ANY COMMON AREA PROPERTY, COMMUNITY AMENITIES, OR COMMUNITY FACILITIES (INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S OR DECLARANT'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE,

EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION OR DECLARANT'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE. USE OF ANY COMMON AREA PROPERTY, COMMUNITY AMENITIES, OR COMMUNITY FACILITIES IS CONDITIONED UPON ACCEPTANCE OF THE FOREGOING RELEASE AND INDMENITY OBLIGATIONS.

**2.38 Model Home.** Declarant may construct, or the ACC may approve, a model home constructed on a Lot with exterior finishes, fencing and other components that do not conform to the requirements imposed on other single-family residences within the Property. Declarant's construction, or approval by the ACC, of a model home which differs from the requirements imposed on other single-family residences within the Property shall in no event constitute a waiver of the terms and provisions of the Restrictions.

**2.39 Removal of Soil and Trees.** The digging and removal of soil from any Lot by any party other than Declarant is expressly prohibited except as necessary in conjunction with the landscaping or construction of Improvements upon a Lot in accordance with plans and specifications approved by the ACC in accordance with *Article 7* of this Declaration. Unless otherwise approved in writing by the ACC, no tree shall be removed from a Lot except by Declarant unless otherwise approved in advance and in writing by the ACC.

### ARTICLE 3 CONSTRUCTION RESTRICTIONS

**3.1 Approval for Construction.** Unless prosecuted by Declarant, no Improvements shall hereafter be placed, maintained, erected, or constructed upon any Lot without the prior written approval of the ACC in accordance with *Article 7* of this Declaration.

**3.2 Fences; Sidewalks.** All fences and walls shall comply with all Applicable Law. Unless otherwise approved by the ACC, no fence, wall or hedge will be erected or maintained on any Lot nearer to the street than the front elevation of the residence constructed on the Lot, except for fences erected in conjunction with the model homes or sales offices. The ACC will have the sole discretion to determine the front elevation of the residence for the purpose of this *Section 3.2*. No chain-link, cloth or agricultural fences may be installed or maintained on a Lot, except by Declarant. Each Owner must maintain all fences on such Owner's Lot in good condition, including but not limited to periodically re-staining all fences on such Owner's Lot using stain substantially similar to the stain applied to the fences as originally constructed by Declarant, as determined by the ACC. Any broken pickets, fallen or leaning panels must be repaired or replaced. If required by the Plat, the Owner of each Lot shall construct, at such Owner's sole cost and expense and prior to occupying any Improvement, a sidewalk on such Owner's Lot, located and designed in conformance with the Plat.

**3.3 Drainage.** There shall be no interference with the established drainage patterns over any of the Property, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the ACC. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

**3.4 Construction Activities.** The Restrictions will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant or a Homebuilder) upon or within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of the Restrictions by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the ACC in its sole and reasonable judgment, the ACC will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the ACC may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

**3.5 Roofing.** The roofs of all buildings shall be approved by the ACC. Roofs of buildings may be constructed with "**Energy Efficient Roofing**" with the advance written approval of the ACC. For the purpose of this *Section 3.5*, "Energy Efficient Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Restrictions. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in this *Section 3.5*. Any other type of roofing material shall be permitted only with the advance written approval of the ACC.

**3.6 Swimming Pools.** Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all Applicable Law and be approved in advance by the ACC. Nothing in this *Section 3.6* is intended or shall be construed to limit or affect an Owner's obligation to comply with any Applicable Law concerning swimming pool enclosure requirements. Unless otherwise

approved in advance by the ACC, above-ground or temporary swimming pools are not permitted on a Lot.

**3.7 Compliance with Setbacks.** No residence or any other permanent structure or Improvement may be constructed on any Lot nearer to a street than the minimum building setback lines shown on the Plat or as required by Applicable Law, and no building or structure shall be located on any utility easements. The ACC may require additional setbacks in conjunction with the review and approval of proposed Improvements in accordance with *Article 7* of this Declaration.

**3.8 Solar Energy Device.** Solar Energy Devices may be installed with the advance written approval of the ACC in accordance with the procedures and requirements set forth below:

**3.8.1 Application.** To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application. The Solar Application shall be submitted in accordance with the provisions of *Article 7* of this Declaration.

**3.8.2 Approval Process.** The ACC will review the Solar Application in accordance with the terms and provisions of *Article 7* of this Declaration. The ACC will approve a Solar Energy Device if the Solar Application complies with *Section 3.8.3* below UNLESS the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.8.3*, will create a condition that substantially interferes with the use and enjoyment of property within the Property by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on Common Area or Special Common Area or property owned or maintained by the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.8.2* when considering any such request.

**3.8.3 Approval Conditions.** Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

- (i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy

production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

**3.9 Rainwater Harvesting Systems.** Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the ACC.

3.9.1 Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

3.9.2 Approval Process. The decision of the ACC will be made in accordance with *Article 7* of this Declaration. Any proposal to install a Rainwater Harvesting System on Common Area or Special Common Area must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.9.2* when considering any such request.

3.9.3 Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the ACC.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the ACC. See *Section 3.9.4* for additional guidance.

**3.9.4 Guidelines.** If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, Special Common Area, or another Owner's Lot, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, Special Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, Special Common Area, or another Owner's Lot, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the ACC.

**3.10 Xeriscaping.** As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("Xeriscaping") upon written approval by the ACC. All Owners implementing Xeriscaping shall comply with the following:

**3.10.1 Application.** Approval by the ACC is required prior to installing Xeriscaping. To obtain the approval of the ACC for Xeriscaping, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The ACC is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

**3.10.2 Approval Conditions.** Unless otherwise approved in advance and in writing by the ACC, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the ACC. For purposes of this *Section 3.10*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the ACC determines that: a) the proposed Xeriscaping would not be harmonious with already established turf

and landscaping in the overall community; and/or b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over thirty percent (30%) of such Owner's front yard or fifty percent (50%) of such Owner's back yard.

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the ACC.

3.10.3 Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of Improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by Members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.10* when considering any such request.

3.10.4 Approval. Each Owner is advised that if the Xeriscaping Application is approved by the ACC, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the ACC may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the Property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.11 Garages. All garages shall be maintained for the parking of automobiles and may not be used for storage or other purposes which preclude its use for the parking of automobiles. No garage may be permanently enclosed or otherwise used for habitation.

#### ARTICLE 4

#### WALL STREET VILLAGE HOMEOWNERS ASSOCIATION, INC.

4.1 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas nonprofit corporation.

Neither the Certificate nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

#### **4.2 Membership.**

4.2.1 Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot. Within thirty (30) days after acquiring legal title to a Lot, if requested by the Board, an Owner must provide the Association with: (1) a copy of the recorded deed by which the Owner has acquired title to the Lot; (2) the Owner's address, email address, phone number, and driver's license number, if any; (3) any Mortgagee's name and address; and (4) the name, phone number, and email address of any Resident other than the Owner.

**If you acquire a Lot, you automatically become a member of the Association.  
Membership is Mandatory!**

4.2.2 Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot, subject to the following restrictions and reservations:

- (i) The right of Declarant, or the Declarant's designee, to cause such Improvements and features to be constructed upon the Common Area, as determined from time to time by Declarant, in the Declarant's sole and absolute discretion;
- (ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot remains past due and for any period during which such member is in violation of any provision of the Restrictions;
- (iii) The right of Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;
- (iv) The right of Declarant, during the Development Period, and the Board thereafter, to grant easements or licenses over and across the Common Area;
- (v) With the advance written approval of Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;
- (vi) The right of Declarant, during the Development Period, and the Board, with the advance written approval of Declarant during the Development Period, to

promulgate Rules and Regulations regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by Declarant.

4.2.3 Easement of Enjoyment – Special Common Area. Each Owner of a Lot which has been assigned use of Special Common Area in a Recorded instrument will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot, subject to *Section 4.2.2* above, and subject to the following restrictions and reservations:

(i) The right of Declarant or the Declarant's designee, during the Development Period, and the Board thereafter, to cause such Improvements and features to be constructed upon the Special Common Area, as determined from time to time by Declarant, in the Declarant's sole and absolute discretion;

(ii) The right of Declarant to grant additional Lots use rights in and to Special Common Area in a subsequently filed Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot remains past due and for any period during which such Member is in violation of any provision of this Declaration;

(iv) With the advance written approval of Declarant during the Development Period, the right of the Board to grant easements or licenses over and across the Special Common Area or to dedicate or transfer all or any part of the Special Common Area to any public agency, authority or utility for any purpose;

(v) With the advance written approval of Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vi) The right of Declarant, during the Development Period, and the Board, with the advance written approval of Declarant during the Development Period, to promulgate Rules and Regulations regarding the use of the Special Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by Declarant.

**4.3 Governance.** As more specifically described in the Bylaws, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until the tenth (10<sup>th</sup>) anniversary of the date this Declaration is Recorded.** Not later than the tenth (10<sup>th</sup>) anniversary of the date this Declaration is Recorded, or sooner as determined by Declarant, the Board shall hold a meeting of Members of the Association for the purpose of electing one-third (1/3) of the Board (the "**Initial Member Election Meeting**"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individual(s) elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term and shall serve until his or her successor is elected or he or she is replaced in accordance with the Bylaws.

**4.4 Voting Rights.** The right to cast votes and the number of votes which may be cast for election of members to the Board (except as provided by *Section 4.3*) and on all other matters to be voted on by the Members will be calculated as set forth below.

4.4.1 Owner Votes. The Owner of each Lot will have one (1) vote for each Lot so owned.

4.4.2 Declarant Votes. In addition to the votes to which Declarant is entitled by reason of *Section 4.4.1*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

4.4.3 Co-Owner Votes. When more than one person or entity owns a portion of the fee simple interest in any Lot, all such persons or entities will be Members. The vote or votes (or fraction thereof) for such Lot will be exercised by the person so designated in writing to the Secretary of the Association by the Owner of such Lot, and in no event will the vote for such Lot exceed the total votes to which such Lot is otherwise entitled under this *Section 4.4*.

**4.5 Powers.** The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

4.5.1 Rules and Regulations, Bylaws and Community Manual. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules, regulations, policies, Bylaws and Community Manual, as applicable, which are not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Property, the Common Area, or the Special Common Area (including the operation, maintenance and

preservation thereof) or the Association. Any Rules and Regulations, policies, the Bylaws and the Community Manual and any modifications thereto proposed by the Board must be approved in advance and in writing by Declarant until expiration or termination of the Development Period.

4.5.2 Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

4.5.3 Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

4.5.4 Assessments. To levy and collect Assessments, as provided in *Article 6* below.

4.5.5 Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner or Resident, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot so entered, will be deemed an Individual Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in *Article 6* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot other than Common Area or Special Common Area in enforcing these Restrictions before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. **EACH SUCH OWNER AND RESIDENT WILL RELEASE AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 4.5.5 (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE**

**ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

4.5.6 Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

4.5.7 Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (v) Any similar Improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed by the Restrictions or by Applicable Law. In addition, until expiration or termination of the Development Period, any grant or conveyance under this *Section 4.5.7* must be approved in advance and in writing by Declarant. In addition, the Association (with the advance written approval of Declarant during the Development Period) and Declarant are expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provisions of this Declaration.

4.5.8 Manager. To retain and pay for the services of a person or firm (the "**Manager**"), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

4.5.9 Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, gardening and all other utilities, services, repair and maintenance for any portion of the Property, Common Area, Special Common Area, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, and lakes.

4.5.10 Other Services and Properties. To obtain and pay for any other property, services, permits or other governmental approvals, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Restrictions or as determined by the Board.

4.5.11 Construction on Common Area and Special Common Area. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, including but not limited to the Common Area and the Special Common Area, subject to the approval of the Board and Declarant until expiration or termination of the Development Period.

4.5.12 Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area, Special Common Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by Declarant.

4.5.13 Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by Declarant.

4.5.14 Allocation of Votes. To determine votes when permitted pursuant to *Section 4.4* above.

4.5.15 Authority with Respect to the Restrictions. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Restrictions. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 4.5.15* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

4.5.16 Membership Privileges. To establish Rules and Regulations governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon. All Rules and Regulations governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon must be approved in advance and in writing by Declarant during the Development Period.

**4.6 Conveyance of Common Area and Special Common Area to the Association.**

The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant, and its assignees, reserves the right, from time to time and at any time, to designate, convey, assign or transfer by written and Recorded instrument property being held by Declarant for the benefit of the Association. Upon the Recording of a designation, the portion of the property identified therein will be considered Common Area or Special Common Area for the purpose of this Declaration and the Association shall have an easement over and across the Common Area or Special Common Area necessary or required to discharge the Association's obligations under this Declaration, subject to any terms and limitations to such easement set forth in the designation. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Property, for the Property and the general public, or otherwise, as determined in the sole and absolute discretion of Declarant. All or any real or personal property assigned, transferred and/or conveyed by Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Common Area or Special Common Area without regard to whether such real or personal property is designated by Declarant as Common Area or Special Common Area. If requested by Declarant, the Association will execute a written instrument, in a form requested by Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by Declarant, in the Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment.

**4.7 Indemnification.** To the fullest extent permitted by Applicable Law but without duplication of (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (1) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or

in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

**4.8 Insurance.** The Board may purchase and cause to be maintained, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability or otherwise.

**4.9 Bulk Rate Contracts.** Without limitation on the generality of the Association powers set out in *Section 4.5* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election, add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot which is reserved under the terms and provisions of this Declaration. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available pursuant to Applicable Law, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or the Resident of such Owner's Lot) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or the Resident of such Owner's Lot) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

**4.10 Community Systems.** The Association is specifically authorized to provide, or to enter into contracts with other persons or entities to provide Community Systems. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Systems as the Board determines appropriate. Each Owner acknowledges that interruptions in cable television and other Community Systems and services will occur from time to time. Declarant and the Association, or any of their respective successors or assigns shall not be liable for, and no Community System or service user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control. In addition, until expiration or termination of the Development Period, any contracts entered pursuant to this *Section 4.10* must be approved in advance and in writing by Declarant.

**4.11 Protection of Declarant's Interests.** Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots or any other portion of the Property owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. The Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

**4.12 Administration of Common Area and the Special Common Area.** The administration of the Common Area or the Special Common Area by the Association shall be in accordance with the provisions of the Restrictions, Applicable Law, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation), any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area or the Special Common Area, or by any title insurance company selected by Declarant to insure title to any portion of the Common Area or the Special Common Area.

**4.13 Maintenance Provided by Association.** The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner or Resident of any Lot or any other person or resulting from any utility, rain, snow or ice which may leak or flow from any portion of Common Area, Special Common Area, or Service Area, or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner or Resident of any Lot for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the Common Area, Special Common Area, Service Area, or any Lot. The Association shall not be liable to any Owner or Resident, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Declaration. No diminution or

abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association or from any action taken by the Association to comply with any law ordinance or with any order or directive of any municipal or other governmental authority.

**4.14 Merger.** Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by at least two-thirds of the votes of Members present in person or by proxy at the meeting at which the action to merge or consolidate with another association is submitted for a vote. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Restrictions within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

**4.15 Right of Action by Association.** The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 12.1* below, relating to the design or construction of Improvements on a Lot (whether one or more). This *Section 4.15* may not be amended or modified without the written and acknowledged consent of Declarant and Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, which must be part of the Recorded amendment instrument.

## ARTICLE 5 INSURANCE

**5.1 Insurance.** Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance. During the Development Period, Declarant reserves the right to satisfy the insurance obligations of the Association with a master insurance program controlled by Declarant.

**ARE YOU COVERED?**

**The Association will not provide insurance which covers an Owner's Lot or any Improvements or personal property located on a Lot.**

**5.2 Restoration.** In the event of any fire or other casualty, unless otherwise approved by the ACC, the Owner will (i) promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof, or (ii) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Property within thirty (30) days after the occurrence of such damage. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially similar to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration, removal, or replacement of substantial or total damage or destruction within one hundred twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, then at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot. **EACH SUCH OWNER WILL RELEASE AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 5.2, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

**5.3 Mechanic's and Materialmen's Lien.** Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 5*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed

Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

## ARTICLE 6 COVENANT FOR ASSESSMENTS

### 6.1 Assessments.

6.1.1 Established by the Board. Assessments established by the Board pursuant to the provisions of this *Article 6* will be levied against each Lot in amounts determined pursuant to *Section 6.9* below. The total amount of Assessments will be determined by the Board pursuant to *Sections 6.3* through *6.8*.

6.1.2 Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon (such lien, with respect to any Lot not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

6.1.3 Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. Any subsidy and the characterization thereof will be disclosed as a line item in the annual budget prepared by the Board and attributable to such Assessments. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

6.2 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Declaration. The funds of the Association may be used for any purpose authorized by the Restrictions and Applicable Law.

6.3 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association (the "**Regular Assessments**") which sets forth: (i) an estimate of the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Restrictions, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Restrictions; and (ii) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and

will give due consideration to any expected income and any surplus from the prior year's fund; and which (iii) excludes the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area.. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessments set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by any Owner, the Association may at any time, and from time to time, levy further Assessments in the same manner. All such Regular Assessments will be due and payable to the Association annually on or before the first day of the month, or in such other manner as the Board may designate in its sole and absolute discretion.

**6.4 Special Assessments.** In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "**Special Assessments**") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Restrictions. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units.

**6.5 Special Common Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and surplus from the prior year's fund. The level of assessments levied to pay for expenses associated with a Special Common Area (the "**Special Common Area Assessments**") will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Special Common Area Assessment, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

**6.6 Service Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year which may include a reasonable provision for contingencies and an appropriate replacement reserve. The total amount of assessments levied to pay for Service Area Expenses for each Service Area (the "**Service Area Assessments**") will be allocated either: (i) equally; (ii) based on Assessment Units; or (iii) based on the benefit received among all Lots within the benefited Service Area, as determined in the absolute discretion of the Board. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

**6.7 Individual Assessments.** In addition to any other Assessments, the Board may levy an individual assessment (the "**Individual Assessment**") against an Owner and the Owner's Lot. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with this Declaration; fines for violations of the Restrictions; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Residents of the Owner's Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are paid by each Lot according to the benefit received.

**6.8 Working Capital Assessment.** Each Owner (other than Declarant) of a Lot will pay a one-time working capital assessment (the "**Working Capital Assessment**") to the Association in such amount, if any, as may be determined by the Declarant, until expiration or termination of the Development Period, and the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association upon the transfer of a Lot (including both transfers from Declarant to the initial Owner, and transfers from one Owner of a Lot to a subsequent Owner of a Lot). Each Working Capital Assessment will be collected from the transferee of a Lot upon conveyance of the Lot from one Owner (including Declarant) to another (expressly including any reconveyance of the Lot upon resale or transfer thereof). Such Working Capital Assessment need not be uniform among all Lots, and the Declarant or the Board, as applicable, is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association may use the working capital to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an

Owner to one or more co-Owners, or to the Owner's spouse, child, or parent, including conveyances to trusts. Additionally, the Declarant and an Owner who is a Homebuilder will not be subject to the Working Capital Assessment; however, the Working Capital Assessment will be payable by any Owner who acquires a Lot from the Declarant or a Homebuilder. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, the determination by the Declarant during the Development Period, and the Board thereafter, regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this *Section 6.8*. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 6* and will not be considered an advance payment of such Assessments. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Working Capital Assessment attributable to a Lot (or all Lots) by the Recordation of a waiver, which waiver may be temporary or permanent.

#### **6.9 Amount of Assessment.**

6.9.1 Assessments to be Levied. The Board shall levy Assessments against each "Assessment Unit" (as defined in *Section 6.9.2* below). Unless otherwise provided in this Declaration, Assessments levied pursuant to *Section 6.3* and *Section 6.4* shall be levied uniformly against each Assessment Unit allocated to a Lot. Special Common Area Assessments levied pursuant to *Section 6.5* will be levied uniformly against each Assessment Unit allocated to a Lot that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 6.6* will be levied either: (i) equally; (ii) based on Assessment Units allocated to the Lots within the Service Area; or (iii) based on the benefit received among all Lots within the Service Area to which such Service Area Assessment relates.

6.9.2 Assessment Unit. Each Lot shall constitute one "Assessment Unit" unless otherwise provided in *Sections 6.9.3 and 6.9.4*.

6.9.3 Declarant Exemption. Notwithstanding anything in this Declaration to the contrary, no Assessments shall be levied upon Lots owned by Declarant.

6.9.4 Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Property or any Lot from any Assessments levied or charged pursuant to this *Article 6*; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Property; or (iii) reduce the Assessments levied against any un-platted, unimproved or improved portion of the Property. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

**6.10 Late Charges.** If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate,

and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

**6.11 Owner's Personal Obligation; Interest.** Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are levied such Assessments. No Owner may exempt himself or herself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of one and one-half percent (1½%) per month), together with all late charges, if any, costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Lot owned by such Owner.

**6.12 Assessment Lien and Foreclosure.** The payment of all sums assessed in the manner provided in this Article is, together with late charges as provided in *Section 6.10* and interest as provided in *Section 6.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the continuing Assessment lien granted to the Association pursuant to *Section 6.1.2* above, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for: (i) tax liens and governmental assessment liens; (ii) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question, (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien of record; or (iv) as otherwise required by Applicable Law; provided that, in the case of subparagraphs (ii), (iii), and (iv) above, such Mortgage was Recorded before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination shall be signed by an authorized officer, agent or attorney of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice may be signed by one of the authorized officers, agents, or attorneys of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration, will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding,

such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 6.12*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an authorized officer, agent, or attorney of the Association. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12-day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable service provided through the Association and not paid for directly by an Owner or Resident to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Utility or cable service will not be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than liens superior to the Assessment lien and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the expenses associated with updating the Association's records upon the transfer of a Lot to a third party;

provided, however, that no transfer fee will be due upon the transfer of a Lot from Declarant to a third party.

**Yes, the Association can foreclose on your Lot!**  
**If you fail to pay assessments to the Association, you may lose title to your Lot if the Association forecloses its assessment lien.**

**6.13 Exempt Property.** The following areas will be exempt from the Assessments provided for in this Article:

- (i) All area dedicated and accepted by public authority;
- (ii) The Common Area and the Special Common Area; and
- (iii) Any portion of the Property owned by Declarant.

**6.14 Fines and Damages Assessment.**

6.14.1 **Board Assessment.** The Board may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, a Resident, or the Owner or Resident's guests, agents or invitees pursuant to the *Fine and Enforcement Policy* adopted by the Board. Any fine and/or charge levied in accordance with this *Section 6.14* will be considered an Individual Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, or any facilities caused by the Owner, Resident, or their guests, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and Regulations and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

6.14.2 **Lien Created.** The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 6.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 6.1.2* of this Declaration. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 6*.

**ARTICLE 7  
ARCHITECTURAL CONTROL COMMITTEE**

Declarant has a substantial interest in ensuring that Improvements within the Property maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the Property. Until Declarant has delegated its right to appoint and remove all members of the ACC to the Board as provided in

*Section 7.2.1* below, the ACC will be acting solely in Declarant's interest and will owe no duty to any other Owner or the Association. Notwithstanding any provision in this Declaration to the contrary, Declarant may appoint a single person to exercise the rights of the ACC. No Improvement constructed or caused to be constructed by Declarant will be subject to the terms and provisions of this *Article 7* and need not be approved in accordance herewith.

**7.1 Construction of Improvements.** No Improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be re-subdivided or consolidated with other Lots or Property, by anyone other than Declarant without the prior written approval of the ACC.

**7.2 Architectural Control Committee.**

**7.2.1 Composition.** The ACC will be composed of not more than three (3) persons (who need not be Members or Owners) appointed as provided below, who will review Improvements proposed to be made by any Owner other than Declarant. Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. Declarant may assign its right to appoint all members of the ACC to the Association by Recorded written instrument, and thereafter, the Board will have the right to appoint and remove (with or without cause) all members of the ACC. Any assignment by Declarant of the right to appoint and remove all members of the ACC may be withdrawn until expiration of twenty-four (24) months after the expiration of the Development Period. If Declarant withdraws its assignment of the right to appoint and remove all members of the ACC, then on the date of such withdrawal, Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. Declarant's right to appoint all members of the ACC will automatically be assigned to the Association upon the expiration of twenty-four (24) months after the expiration of the Development Period. Declarant, at its option, may create and assign specific duties and responsibilities to one or more sub-committees consisting of members and/or non-members of the ACC. In the event responsibilities and duties are assigned to a sub-committee, those responsibilities and duties will no longer be discharged by the ACC unless the sub-committee exercising such duties and responsibilities is dissolved by Declarant. The right to create, dissolve, and appoint members of such sub-committees will reside exclusively with Declarant until such time as Declarant has assigned its right to appoint members of the ACC to the Association. The ACC will have the right to employ consultants and advisors as it deems necessary or appropriate.

**7.2.2 Submission and Approval of Plans and Specifications.** Construction plans and specifications or, when an Owner desires solely to re-subdivide or consolidate Lots, a proposal for such re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the ACC together with any review fee which is imposed by the ACC in accordance with *Section 7.2.3* to the ACC at the offices of Declarant, or at such address as may hereafter be designated in writing from time to time. No re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications and the builder which the Owner intends to use to construct the proposed structure or Improvement have been approved in writing by a Majority of the members

of the ACC. The ACC may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the ACC or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The ACC may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the ACC, in its sole discretion, may require. Site plans must be approved by the ACC prior to the clearing of any Lot, or the construction of any Improvements. The ACC may refuse to approve plans and specifications for proposed Improvements, or for the re-subdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the ACC, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

7.2.3 Design Guidelines. Declarant shall have the right, but shall have no obligation to adopt Design Guidelines and, during the Development Period, will have the power from time to time, to adopt (unless previously adopted by Declarant), amend, modify, or supplement the Design Guidelines, if any. Upon expiration or termination of the Development Period, the ACC, or any sub-committee thereof created pursuant to *Section 7.2.1*, will have the power from time to time, to adopt (if not previously adopted by Declarant), to amend, modify, or supplement the Design Guidelines, if any; provided, however, that any amendment to the Design Guidelines made by a sub-committee will only apply to the Improvements under the jurisdiction of such sub-committee, and during the Development Period, any such amendment, modification or supplement must be approved in advance and in writing by Declarant. In the event of any conflict between the terms and provisions of the Design Guidelines, if any, and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the ACC will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges will be held by the ACC and used to defray the administrative expenses incurred by the ACC in performing its duties hereunder; provided, however, that any excess funds held by the ACC will be distributed to the Association at the end of each calendar year. The ACC will not be required to review any plans until a complete submittal package, as required by this Declaration and the Design Guidelines, is assembled and submitted to the ACC. The ACC will have the authority to adopt such additional procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for certificates of compliance or completion relating to any Improvement and the right to approve in advance any contractor selected for the construction of Improvements), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

7.2.4 Actions of the Architectural Control Committee. The ACC may, by resolution unanimously adopted in writing, designate one or more of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the ACC, except the granting of variances. In the absence of such designation, the vote of a Majority of all of the members of the ACC taken at a duly constituted meeting will constitute an act of the ACC.

7.2.5 Failure to Act. In the event that any plans and specifications are submitted to the ACC as provided herein, and the ACC fails either to approve or reject such plans and specifications for a period of sixty (60) days following such submission, rejection of such plans and specifications by the ACC will be presumed. In furtherance, and not in limitation, of the foregoing, any failure of the ACC to act upon a request for a variance will not be deemed a consent to such variance, and the ACC's written approval of all requests for variances will be expressly required.

7.2.6 Variances. The ACC may grant variances from compliance with any of the provisions of the Design Guidelines, if any, or this Declaration, when, in the opinion of the ACC, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and must be signed by at least a Majority of the members of the ACC. Each variance must also be Recorded; provided however, that failure to record a variance will not affect the validity thereof or give rise to any claim or cause of action against the ACC, including Declarant or its designee, the Association, or the Board. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Design Guidelines, if any, will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of this Declaration or the Design Guidelines, if any, for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration or the Design Guidelines, if any.

7.2.7 Duration of Approval. The approval of the ACC of any plans and specifications, and any variances granted by the ACC, will be valid for a period of one hundred twenty (120) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred twenty (120) day period and diligently prosecuted to completion within either: (i) one year after issuance of approval of such plans and specifications; or (ii) such other period thereafter as determined by the ACC, in its sole and absolute discretion, the Owner will be required to resubmit such plans and specifications or request for a variance to the ACC, and the ACC will have the authority to re-evaluate such plans and specifications in accordance with this *Section 7.2.7* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

7.2.8 No Waiver of Future Approvals. The approval of the ACC to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the ACC.

7.2.9 Non-Liability of Committee Members. NEITHER DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, NOR ANY MEMBER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR

INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS DECLARATION. EACH OWNER IS ADVISED TO REVIEW ALL ORDINANCES, REQUIREMENTS, REGULATIONS AND ENCUMBRANCES AFFECTING THE USE AND IMPROVEMENT OF THEIR LOT PRIOR TO SUBMITTING PLANS TO THE ACC FOR APPROVAL. FURTHERMORE, APPROVAL BY THE ACC SHOULD NOT BE CONSTRUED BY THE OWNER THAT ANY IMPROVEMENT COMPLIES WITH THE TERMS AND PROVISIONS OF ANY ORDINANCES, REQUIREMENTS, REGULATIONS OR ENCUMBRANCES WHICH MAY AFFECT THE OWNER'S LOT. CERTAIN ENCUMBRANCES MAY BENEFIT PARTIES WHOSE INTERESTS ARE NOT ADDRESSED BY THE ACC.

## ARTICLE 8 MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Property. The provisions of this *Article 8* apply to this Declaration and the Bylaws of the Association.

**8.1 Notice of Action.** An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an "**Eligible Mortgage Holder**")), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is an eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(ii) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Restrictions relating to such Lot or the Owner or Resident which is not cured within sixty (60) days; or

(iii) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

**8.2 Examination of Books.** The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

**8.3 Taxes, Assessments and Charges.** All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots and not to any other portion of the Property.

## ARTICLE 9 GENERAL PROVISIONS

**9.1 Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Property, and will inure to the benefit of

and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is Recorded, and continuing through and including January 1, 2073, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 9.1* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants, as of the date that this Declaration is first Recorded, of King Charles III, King of England.

**9.2 Eminent Domain.** In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Declaration is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on the respective Lot. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on their respective Lot.

**9.3 Amendment.** This Declaration may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone and unilaterally; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes entitled to be cast by members of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant, its successors or assigns, during the Development Period. Specifically, and not by way of limitation, Declarant may unilaterally amend this Declaration: (a) to bring any provision into compliance with any Applicable Law; (b) to enable any reputable title insurance company to issue title

insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots; or (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. Subject to any express limitation on amendments set forth in this Declaration, the broad scope of amendment authority set forth in this *Section 9.3* is expressly intended to allow for the addition, removal, or modification of terms, restrictions, conditions, covenants, rights, benefits, reservations, and obligations, including without limitation, use and occupancy restrictions, leasing restrictions, set-backs, voting rights, lien rights, design criteria, maintenance obligations, and disclosures. EACH OWNER OF A LOT OR OTHER REAL PROPERTY INTEREST IN THE PROPERTY (INCLUDING EACH SUBSEQUENT PURCHASER), BY THE ACCEPTANCE OF A DEED OF CONVEYANCE, ACCEPTS THE SAME SUBJECT TO THE AMENDMENT AUTHORITY SET FORTH IN THIS *SECTION 9.3*, AND ACKNOWLEDGES, AGREES, AND IS PUT ON NOTICE THAT: (I) AN AMENDMENT TO THIS DECLARATION DULY APPROVED AND RECORDED IN ACCORDANCE HERewith SHALL BE VALID AND BINDING ON THE OWNER AND THE OWNER'S LOT; AND (II) THE BROAD SCOPE OF AMENDMENT AUTHORITY MAY RESULT IN AN AMENDMENT TO THIS DECLARATION THAT: (A) ADDS, REMOVES, OR MODIFIES ANY TERM, RESTRICTION, CONDITION, COVENANT, RIGHT, BENEFIT, RESERVATION, OR OBLIGATION OF EVERY CHARACTER HEREBY GRANTED, CREATED, RESERVED OR DECLARED, INCLUDING WITHOUT LIMITATION, USE AND OCCUPANCY RESTRICTIONS, LEASING RESTRICTIONS, SET-BACKS, VOTING RIGHTS, LIEN RIGHTS, DESIGN CRITERIA, MAINTENANCE OBLIGATIONS, DISPUTE RESOLUTION PROCEDURES, AND DISCLOSURES; AND/OR (B) MAY RESULT IN CHANGES OR MODIFICATIONS TO USE AND OCCUPANCY RESTRICTIONS, LEASING RESTRICTIONS, SET-BACKS, VOTING RIGHTS, LIEN RIGHTS, DESIGN CRITERIA, MAINTENANCE OBLIGATIONS, OR DISPUTE RESOLUTION PROCEDURES THAT ARE EITHER MORE OR LESS RESTRICTIVE THAN THE RIGHTS, RESTRICTIONS, AND OBLIGATIONS APPLICABLE TO THE LOT ON THE DATE THE OWNER ACQUIRED THE LOT. THE FOREGOING LIST IS INTENDED TO BE ILLUSTRATIVE BUT IN NO WAY IMPOSE LIMITATIONS ON THE BROAD SCOPE OF AMENDMENT AUTHORITY SET FORTH IN THIS *SECTION 9.3*.

**9.4 Enforcement.** Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce, by a proceeding at law or in equity, the Restrictions. The Association and/or Declarant may initiate, defend or intervene in any action brought to enforce any provision of the Restrictions. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Property is

hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein. Failure to enforce any right, provision, covenant, or condition set forth in the Restrictions will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of Declarant or the Association to enforce the terms and provisions of the Restrictions shall in no event give rise to any claim or liability against Declarant, the Association, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE PROPERTY, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS, OR LIABILITY ASSOCIATED WITH THE FAILURE OF DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE RESTRICTIONS.

**9.5 Declarant Fine Authority.** During the Development Period, Declarant may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, a Resident, or any guests, agents, family members, or invitees of an Owner or Resident. The Declarant uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Declarant. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Declarant for enforcing the Restrictions. The Declarant may from time to time adopt a schedule of fines. If the violation of the Restrictions is ongoing or continuous, the fine may be assessed on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis. An Owner is liable for fines levied by the Declarant for violations of the Restrictions by the Owner, a Resident, or any guests, agents, family members or invitees of the Owner or Resident. Regardless of who commits the violation, the Declarant will direct its communications to the Owner, although the Declarant may send copies of its notices to the Residents.

**9.6 Higher Authority.** The terms and provisions of this Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

**9.7 Severability.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Declaration, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

**9.8 Conflicts.** If there is any conflict between the provisions of this Declaration, the Certificate, the Bylaws, or any Rules and Regulations adopted pursuant to the terms of such documents, the provisions of this Declaration, the Certificate, the Bylaws, and the Rules and Regulations, in such order, will govern.

**9.9 Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

**9.10 Acceptance by Owners.** Each Owner of a Lot or other real property interest in the Property, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Property, and will bind any person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

**9.11 Damage and Destruction.** The Association shall undertake the following actions subsequent to damage or destruction to all or any part of the Common Area or Special Common Area covered by insurance:

9.11.1 **Claims.** Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 9.11.1*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

9.11.2 **Repair Obligations.** Any damage to or destruction of the Common Area or Special Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

9.11.3 **Restoration.** In the event that it should be determined by the Board that the damage or destruction of the Common Area or Special Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area or Special Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

9.11.4 **Special Assessment for Common Area.** If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient

to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 6*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

9.11.5 Special Assessment for Special Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Common Area Assessment, as provided in *Article 6*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

9.11.6 Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on their Lots.

9.11.7 Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots.

**9.12 No Partition.** Except as may be permitted in this Declaration or amendments thereto, no physical partition of the Common Area, the Special Common Area, or any part thereof will be permitted, nor will any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the portion of the Property, the Common Area, or the Special Common Area in question has been removed from the provisions of this Declaration pursuant to *Section 11.4* below. This *Section 9.12* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Declaration, nor will this provision be constructed to prohibit or affect the creation of a condominium regime in accordance with the Texas Uniform Condominium Act.

**9.13 Notices.** Any notice permitted or required to be given to any person by this Declaration will be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

**9.14 View Impairment.** Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, or any open space or Common Area or Special Common Area within the Property will be preserved without impairment. Neither Declarant, the ACC, nor the Association shall have any obligation to relocate, prune, or thin trees or perform other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

**9.15 Safety and Security.** Each Owner and Resident of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the Property, the Common Area, and the Special Common Area. The Association may, but shall not be obligated to, maintain or support certain activities within the Property, the Common Area, or the Special Common Area designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor Declarant nor their Directors, employees, or agents shall in any way be considered insurers or guarantors of safety or security within the Property, the Common Area, or the Special Common Area nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including security monitoring systems or any gate, mechanism or system for limiting access to the Property, the Common Area, or the Special Common Area cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Residents of such Owner's Lot that the Association, its Board, its employees, agents, and committees, and Declarant are not insurers or guarantors of security or safety and that each person within the Property assumes all risks of personal injury and loss or damage to property, including any residences or Improvements constructed upon any Lot and the contents thereof, resulting from acts of third parties.

## **ARTICLE 10 EASEMENTS**

**10.1 Right of Ingress and Egress.** Declarant, its agents, employees, designees, successors and assigns will have a right of ingress and egress over and the right of access to the Common Area or the Special Common Area to the extent necessary to use the Common Area or the Special Common Area and the right to such other temporary uses of the Common Area or the Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with the construction and development of the Property. The Property shall be subject to a perpetual non-exclusive easement for the installation and maintenance of, including the right to read, meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of Declarant. Declarant shall have the right, but not the obligation, to install and provide the

Community Systems and to provide the services available through the Community Systems to any and all Lots within the Property. Neither the Association nor any Owner shall have any interest therein. Any or all of such services may be provided either directly through the Association and paid for as part of the Assessments or paid directly to Declarant, any affiliate of Declarant, or a third party, by the Owner who receives the services. The Community Systems shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any person or entity. The rights of Declarant with respect to the Community Systems installed by Declarant and the services provided through such Community Systems are exclusive, and no other person or entity may provide such services through the Community Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

**10.2 Reserved Easements.** All dedications, limitations, restrictions, easements, rights-of-way, licenses, leases, encumbrances and reservations shown on any Plat or otherwise Recorded against the Property and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third party prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said dedications, limitations, restrictions, easements, rights-of-way, licenses, leases, encumbrances, reservations and other grants for the purpose of developing the Property.

**10.3 Improvements, Roadway and Utility Easements.** Declarant hereby reserves unto itself and Declarant's agents and employees, a perpetual non-exclusive easement under, over and across the Property, or any areas conveyed or maintained by the Association, including but not limited to any Service Area or any areas reserved or held as Common Area or Special Common Area for the installation, operation, maintenance, repair, relocation, removal and/or modification of any Improvements, roadways, walkways, pathways, street lighting, sewer lines, water lines, utility lines, drainage or storm water lines, and/or other pipelines, conduits, wires, and/or any public utility function on, beneath or above the surface of the ground that serve the Property, any Common Area, any Special Common Area, and any other property owned by Declarant, with the right of access to the same at any time. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in this *Section 10.3*. The exercise of the easement reserved herein will not extend to permitting entry into any residence, nor will it unreasonably interfere with the

use of any Lot or residence or Improvement constructed thereon. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

**10.4 Subdivision Entry and Fencing Easement.** Declarant reserves for itself and the Association, an easement over and across the Property, any Common Area, and any Special Common Area for the installation, operation, maintenance, repair, relocation, removal and/or modification of certain subdivision entry facilities, walls, and/or fencing which serves the Property, the Common Area, the Special Common Area, or any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the subdivision entry facilities, walls, and/or fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the subdivision entry facilities, walls, and/or fencing as Common Area, Special Common Area, or Service Area by Recorded written notice. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

**10.5 Landscape and Monument Sign Easement.** Declarant hereby reserves for itself and the Association an easement over and across the Property, the Common Area, and the Special Common Area for the installation, operation, maintenance, repair, relocation, removal and/or modification of signs, monument signs and/or landscaping which serve the Property, the Common Area, the Special Common Area, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies those portions of the Property, Common Area, Special Common Area, or property owned by the Declarant to which the easement reserved hereunder applies. Declarant may designate all or any portion of the easement areas reserved hereunder as Common Area, Special Common Area, or Service Area. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

**10.6 Easement to Inspect and Right to Correct.** For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for the Declarant's architect, engineer, other design professionals, builder and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of mechanical or electrical facilities may be warranted by a change of circumstance, imprecise siting of the original facilities, or the desire or necessity to comply more fully with Applicable Law. This *Section 10.6* may not be construed to create a duty for Declarant, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's advanced written and acknowledged consent. In

support of this reservation, each Owner, by accepting an interest in or title to a Lot, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas, all Special Common Areas, and the Owner's Lot and all Improvements thereon for the purposes contained in this *Section 10.6*.

## ARTICLE 11 DEVELOPMENT RIGHTS

**11.1 Development by Declarant.** It is contemplated that the Property will be developed pursuant to a plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to pursue the development, construction and marketing of the Property, the right to direct the size, shape, and composition of the Property, the right to create and/or designate Lots, Common Area, Special Common Area, and Service Areas and to subdivide all or any portion of the Property, subject to any limitations imposed on portions of the Property by any applicable Plat. Collectively, the rights reserved to Declarant as set forth in this Declaration shall be known as the "Development Rights", and Declarant hereby reserves the right and privilege for itself, and/or its assigns, to exercise the Development Rights, and any other rights reserved on behalf of Declarant as set forth in this Declaration until twenty-four (24) months after the expiration or termination of the Development Period, except the right to appoint and remove Board members of the Association which shall be governed by the provisions set out in *Section 4.3*. These rights may be exercised with respect to any portions of the Property, the Common Area, or the Special Common Area. As each portion of the Property is developed or dedicated, Declarant may designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for such Property.

**11.2 Special Declarant Rights.** Notwithstanding any provision of this Declaration to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Property; (ii) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Property, the Common Area, or the Special Common Area. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance, and Declarant hereby reserves the right and privilege for itself to conduct the activities enumerated in this *Section 11.2* until twenty-four (24) months after expiration or termination of the Development Period.

**11.3 Addition of Land.** Declarant may, at any time and from time to time, add additional lands to the Property. Upon the Recording of a notice of addition of land, such land will be considered part of the Property for purposes of this Declaration, and such added lands will be considered part of the Property subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add lands

to the Property, Declarant will be required only to Record a notice of addition of land containing the following provisions:

- (i) A reference to this Declaration, which reference will state the document number or volume and initial page number where this Declaration is Recorded;
- (ii) A statement that such land will be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and
- (iii) A legal description of the added land.

**11.4 Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw land from the Property, and remove and exclude from the burden of this Declaration and the jurisdiction of the Association any portion of the Property. Upon any such withdrawal and removal this Declaration and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Property withdrawn. To withdraw lands from the Property hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

- (i) A reference to this Declaration, which reference will state the document number or volume and initial page number where this Declaration is recorded;
- (ii) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and
- (iii) A legal description of the withdrawn land.

**11.5 Notice of Plat Recordation.** Declarant may, at any time and from time to time, file a notice of plat recordation (a "**Notice of Plat Recordation**"). A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Declaration after portions of the Property are made subject to a Plat. Unless otherwise provided in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a residential Lot on such Plat, shall be automatically withdrawn from the terms and provisions of this Declaration (without the necessity of complying with the withdrawal provisions set forth in *Section 11.4*). Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Declaration.

**11.6 Assignment of Declarant's Rights.** Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

**ARTICLE 12**  
**DISPUTE RESOLUTION**

*This Article 12 is intended to encourage the resolution of disputes involving the Property. A dispute regarding the Lots, Common Area, and/or Improvements can create significant financial exposure for the Association and its Members, interfere with the resale and refinancing of Lots, and increase strife and tension among the Owners, the Board and the Association's management. Since disputes may have a direct effect on each Owner's use and enjoyment of their Lot and the Common Area, this Article 12 requires Owner transparency and participation in certain circumstances. Transparency means that the Owners are informed in advance about a dispute, the proposed arrangement between the Association and a law firm or attorney who will represent the Association in the dispute, and that each Owner will have an opportunity to participate in the decision-making process prior to initiating the dispute resolution process.*

**12.1 Introduction and Definitions.** The Association, the Owners, Declarant, all persons subject to this Declaration, and each person not otherwise subject to this Declaration who agrees to submit to this *Article 12* by written instrument delivered to the Claimant, which may include, but is not limited to, a Homebuilder, a general contractor, sub-contractor, design professional, or other person who participated in the design or construction of Lots, Common Area or any Improvement within, serving or forming a part of the Property (individually, a "**Party**" and collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and the Common Area to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. For the avoidance of doubt, this *Article 12* shall not apply to the Declarant, Association, or an Owner attempting to enforce the terms and provisions of this Declaration against an Owner other than Declarant or a Homebuilder. Further, this *Article 12* shall not apply to any action taken by Declarant or the Association to enforce the Restrictions pursuant to *Section 9.4*. This *Article 12* may only be amended with the prior written approval of Declarant, the Association (acting through a Majority of the Board), and Owners holding one hundred percent (100%) of the votes in the Association. As used in this Article only, the following words, when capitalized, have the following specified meanings:

- (i) "**Claim**" means:
  - (A) Claims relating to the rights and/or duties of Declarant, the Association, or the ACC, under the Restrictions.
  - (B) Claims relating to the acts or omissions of Declarant, the Association or a Board member or officer of the Association during Declarant's control and administration of the Association, and any claim asserted against the ACC.
  - (C) Claims relating to the design or construction of the Common Area or any Improvements located within or on the Property.
- (ii) "**Claimant**" means any Party having a Claim against any other Party.

(iii) "**Respondent**" means any Party against which a Claim has been asserted by a Claimant.

**12.2 Mandatory Procedures.** Claimant may not initiate any proceeding before any judge, jury, arbitrator or any judicial or administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in *Section 12.8* below, a Claim must be resolved by binding arbitration.

**12.3 Claim Affecting Common Areas.** In accordance with *Section 4.15* of this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 12.1* above, relating to the design or construction of Improvements on a Lot (whether one or more). Additionally, no Lot Owner shall have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area. Each Lot Owner, by accepting an interest in or to title to a Lot, hereby grants to the Association the exclusive right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area. In the event the Association asserts a Claim related to the Common Area, as a precondition to providing the Notice defined in *Section 12.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 12*, or taking any other action to prosecute a Claim related to the Common Area, the Association must:

**12.3.1 Obtain Owner Approval of Engagement.**

*The requirements related to Owner approval set forth in this Section 12.3.1 are intended to ensure that the Association and the Owners approve and are fully informed of the financial arrangements between the Association and a law firm or attorney engaged by the Association to prosecute a Claim relating to the design or construction of the Common Area. The engagement agreement between the Association and the law firm or attorney may include requirements that the Association pay costs, fees, and expenses to the law firm or attorney which will be paid through Assessments levied against Owners. The financial agreement between the Association and the law firm or attorney may also include obligations related to payment, and the conditions and circumstances when the payment obligations arise, if the relationship between the Association and the law firm or attorney is terminated or if the Association agrees to settle the Claim. In addition, the financial arrangement between the Association and the law firm or attorney may include additional costs, expenses, and interest charges. This financial obligation can be significant. The Board may not engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area or execute a written agreement between the Association and a law firm or attorney for the purpose of prosecuting a Claim relating to the design or construction of Common Area unless the law firm or attorney and the financial arrangements between the Association and the law firm or attorney are approved by the Owners in accordance with this Section 12.3.1.*

Unless otherwise approved by Members holding eighty percent (80%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area if the agreement between the Association and law firm or attorney includes any provision or requirement that would obligate the Association to pay any costs, expenses, fees, or other charges to the law firm or attorney, including but not limited to, costs, expenses, fees, or other charges payable by the Association: (i) if the Association terminates the engagement with the law firm or attorney or engages another firm or third-party to assist with the Claim; (ii) if the Association agrees to settle the Claim for a cash payment or in exchange for repairs or remediation performed by the Respondent or any other third party; (iii) if the Association agrees to pay interest on any costs or expenses incurred by the law firm or attorney; and/or (iv) for consultants, expert witnesses, and/or general contractors hired by the law firm or attorney. For avoidance of doubt, it is intended that Members holding eighty percent (80%) of the votes in the Association must approve the law firm and attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney.

The approval of the Members required under this *Section 12.3.1* must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of Member meeting will be provided pursuant to the Bylaws but the notice must also include: (a) the name of the law firm and attorney; (b) a copy of the proposed written agreement between the Association and the law firm and/or attorney; (c) a narrative summary of the types of costs, expenses, fees, or other charges that may be required to be paid by the Association; (d) the conditions upon which such types of costs, expenses, fees, or other charges are required to be paid by the Association; (e) an estimate of the costs, expenses, fees, or other charges that may be required to be paid by the Association if the conditions for payment occur, which estimate shall be expressed as a range for each type of cost, expense, fee, or other charge; and (f) a description of the process the law firm and/or attorney will use to evaluate the Claim and whether destructive testing will be required (i.e., the removal of all or portions of the Common Area or Improvements on the Property). If destructive testing will be required or is likely to occur, the notice shall include a description of the destructive testing, likely locations of the destructive testing, whether the Owner's use of their Lots or the Common Area will be affected by such testing, and if the destructive testing occurs the means or method the Association will use to repair the Common Area or Improvements affected by such testing and the estimated costs thereof. The notice required by this paragraph must be prepared and signed by a person other than the law firm or attorney who is a party to the proposed agreement being approved by the Members. In the event Members holding eighty percent (80%) of the votes in the Association approve the law firm and/or attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney, the Board shall have the authority to engage the law firm and/or attorney and enter into the written agreement approved by the Members.

**12.3.2 Provide Notice of the Inspection.** As provided in *Section 12.3.3* below, a Common Area Report is required which is a written inspection report issued by the Inspection Company. Before conducting an inspection that is required to be memorialized by the Common Area Report, the Association must have provided at least ten (10) days prior written notice of the

date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Common Area Report, the specific Common Areas to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

### 12.3.3 Obtain a Common Area Report.

*The requirements related to the Common Area Report set forth in this Section 12.3.3 are intended to provide assurance to the Claimant, Respondent, and the Owners that the substance and conclusions of the Common Area Report and recommendations are not affected by influences that may compromise the professional judgement of the party preparing the Common Area Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Common Area Report is compromised.*

Obtain a written independent third-party report for the Common Area (the "**Common Area Report**") from a professional engineer licensed by the Texas Board of Professional Engineers with an office located in Fort Bend County, Texas (the "**Inspection Company**"). The Common Area Report must include: (i) a description with photographs of the Common Area subject to the Claim; (ii) a description of the present physical condition of the Common Area subject to the Claim; (iii) a detailed description of any modifications, maintenance, or repairs to the Common Area performed by the Association or a third-party, including any Respondent; and (iv) specific and detailed recommendations regarding remediation and/or repair of the Common Area subject to the Claim. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Common Area Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Fort Bend County, Texas, and each such contractor providing the estimate must hold all necessary or required licenses from the Texas Department of Licensing and Regulation or otherwise required by Applicable Law for the work to which the cost estimate relates.

The Common Area Report must be obtained by the Association. The Common Area Report will not satisfy the requirements of this *Section 12.3.3* and is not an "independent" report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Association or proposes to represent the Association; (b) the costs and expenses for preparation of the Common Area Report are not required to be paid directly by the Association to the Inspection Company at the time the Common Area Report is finalized and delivered to the Association; or (c) the law firm or attorney that presently represents the Association or proposes to represent the Association has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Association's agreement with the law firm or attorney) the Association for the costs and expenses for preparation of the Common Area Report. For avoidance of doubt, an "independent" report means that the Association has independently contracted with the Inspection Company on an arms-length basis based on

customary terms for the preparation of engineering reports and that the Association will directly pay for the report at the time the Common Area Report is finalized and delivered to the Association.

12.3.4 Provide a Copy of Common Area Report to all Respondents and Owners. Upon completion of the Common Area Report, and in any event no later than three (3) days after the Association has been provided a copy of the Common Area Report, the Association will provide a full and complete copy of the Common Area Report to each Respondent and to each Owner. The Association shall maintain a written record of each Respondent and Owner who was provided a copy of the Common Area Report which will include the date the report was provided. The Common Area Report shall be delivered to each Respondent by hand-delivery and to each Owner by mail.

12.3.5 Provide a Right to Cure Defects and/or Deficiencies Noted on Common Area Report. Commencing on the date the Common Area Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Common Area Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the Common Area Report; and (iii) correct any condition identified in the Common Area Report. As provided in *Section 10.6* above, Declarant has an easement throughout the Property for itself, and its successors, assigns, architects, engineers, other design professionals, each Homebuilder, other builders, and general contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Common Area Report.

12.3.6 Hold Owner Meeting and Obtain Approval. In addition to obtaining approval from Members for the terms of the attorney or law firm engagement agreement, the Association must obtain approval from Members holding eighty percent (80%) of the votes in the Association to provide the Notice described in *Section 12.5*, initiate the mandatory dispute resolution procedures set forth in this *Article 12*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which the Association may be liable as a result of prosecuting the Claim; (v) a summary of the steps previously taken by the Association to resolve the Claim; (vi) a statement that initiating the lawsuit or arbitration proceeding to resolve the Claim may affect the market value, marketability, or refinancing of a Lot while the Claim is prosecuted; and (vii) a description of the manner in which the Association proposes to fund the cost of prosecuting the Claim. The notice required by this paragraph must be prepared and signed by a person who is not (a) the attorney who represents or will represent the Association

in the Claim; (b) a member of the law firm of the attorney who represents or will represent the Association in the Claim; or (c) employed by or otherwise affiliated with the law firm of the attorney who represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 12.5*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

**12.4 Claim by Lot Owners – Improvements on Lots.** Notwithstanding anything contained herein to the contrary, in the event a warranty is provided to a Lot Owner by Declarant or a Homebuilder relating to the design or construction of any Improvements located on a Lot, then this *Article 12* will only apply to the extent that this *Article 12* is more restrictive than such Lot Owner's warranty, as determined in the sole discretion of the party that provided such warranty (either the Declarant or the Homebuilder). If a warranty has not been provided to a Lot Owner relating to the design or construction of any Improvements located on a Lot, then this *Article 12* will apply. Class action proceedings are prohibited, and no Lot Owner shall be entitled to prosecute, participate, initiate, or join any litigation, arbitration or other proceedings as a class member or class representative in any such proceedings under this Declaration. If a Lot Owner brings a Claim, as defined in *Section 12.1*, relating to the design or construction of any Improvements located on a Lot (whether one or more), as a precondition to providing the Notice defined in *Section 12.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 12*, or taking any other action to prosecute a Claim, the Lot Owner must:

12.4.1 Provide Notice of the Inspection. As provided in *Section 12.4.2* below, an Owner Improvement Report is required which is a written inspection report issued by the Inspection Company. Before conducting an inspection that is required to be memorialized by the Owner Improvement Report, the Owner must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Owner Improvement Report, the Improvements and areas of the Improvements to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

12.4.2 Obtain an Owner Improvement Report.

*The requirements related to the Owner Improvement Report set forth in this Section 12.4.2 are intended to provide assurance to the Claimant and Respondent that the substance and conclusions of the Owner Improvement Report and recommendations are not affected by influences that may compromise the professional judgement of the party preparing the Owner Improvement Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Owner Improvement Report is compromised.*

Obtain a written independent third-party report for the Improvements (the "**Owner Improvement Report**") from an Inspection Company. The Owner Improvement Report must include: (i) a description with photographs of the Improvements subject to the Claim; (ii) a description of the present physical condition of the Improvements; (iii) a detailed description of any modifications, maintenance, or repairs to the Improvements performed by the Owner or a

third-party, including any Respondent; and (iv) specific and detailed recommendations regarding remediation and/or repair of the Improvements. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Owner Improvement Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Fort Bend County, Texas, and each such contractor providing the estimate must hold all necessary or required licenses from the Texas Department of Licensing and Regulation or otherwise required by Applicable Law for the work to which the cost estimate relates.

The Owner Improvement Report must be obtained by the Owner. The Owner Improvement Report will not satisfy the requirements of this *Section 12.4.2* and is not an "independent" report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Owner or proposes to represent the Owner; (b) the costs and expenses for preparation of the Owner Improvement Report are not directly paid by the Owner to the Inspection Company no later than the date the Owner Improvement Report is finalized and delivered to the Owner; or (c) the law firm or attorney that presently represents the Owner or proposes to represent the Owner has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Owner's agreement with the law firm or attorney) the Owner for the costs and expenses for preparation of the Owner Improvement Report. For avoidance of doubt, an "independent" report means that the Owner has independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of engineering reports and that the Owner will directly pay for the report no later than the date the Owner Improvement Report is finalized and delivered to the Owner.

12.4.3 Provide a Copy of Owner Improvement Report to all Respondents. Upon completion of the Owner Improvement Report, and in any event no later than three (3) days after the Owner has been provided a copy of the Owner Improvement Report, the Owner will provide a full and complete copy of the Owner Improvement Report to each Respondent. The Owner shall maintain a written record of each Respondent who was provided a copy of the Owner Improvement Report which will include the date the report was provided. The Owner Improvement Report shall be delivered to each Respondent by hand-delivery and to each Owner by mail.

12.4.4 Right to Cure Defects and/or Deficiencies Noted on Owner Improvement Report. Commencing on the date the Owner Improvement Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Owner Improvement Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the Owner Improvement Report; and (iii) correct any condition identified in the Owner Improvement Report. As provided in *Section 10.6* above, Declarant has an easement throughout

the Property for itself, and its successors, assigns, architects, engineers, other design professionals, each Homebuilder, other builders, and general contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Owner Improvement Report.

12.4.5 Claims Pertaining to the Common Area. Pursuant to *Section 12.3* above, an Owner does not have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area. In the event that a court of competent jurisdiction or arbitrator determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area, such Owner shall be required, since a Claim affecting the Common Area could affect all Owners, as a precondition to providing the Notice defined in *Section 12.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 12*, or taking any other action to prosecute a Claim, to comply with the requirements imposed by the Association in accordance with *Section 12.3.2* (Provide Notice of Inspection), *Section 12.3.3* (Obtain a Common Area Report), *Section 12.3.4* (Provide a Copy of Common Area Report to all Respondents and Owners), *Section 12.3.5* (Provide Right to Cure Defects and/or Deficiencies Noted on Common Area Report), *Section 12.3.6* (Owner Meeting and Approval), and *Section 12.5* (Notice).

**12.5 Notice.** Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this *Section 12.5*. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 12.6* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 12.6*, to comply with the terms and provisions of Section 27.004 of the Texas Property Code during such sixty (60) day period. *Section 12.6* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 of the Texas Property Code could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred twenty (120) day period for mediation set forth in *Section 12.7* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 12.7* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) if the Claim relates to the design or construction of the Common Area, a true and correct copy of the Common Area Report and any and all other reports, studies, analyses, and recommendations obtained by the Association related to the Common Area; (b) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide

assistance with the Claim; (c) if the Claim relates to the design or construction of the Common Area, reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved the law firm and attorney and the written agreement between the Association and the law firm and/or attorney in accordance with *Section 12.3.1*; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 12.3.6* above; and (e) reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Common Areas, the Notice will also include a true and correct copy of the Common Area Report. If the Claimant is not the Association and relates to the design or construction of Improvements on a Lot, the Notice will also include a true and correct copy of the Owner Improvement Report.

**12.6 Negotiation.** Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

**12.7 Mediation.** If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 12.7*. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, Respondent or Claimant may initiate arbitration proceedings in accordance with *Section 12.8*.

**12.8 Binding Arbitration-Claims.** All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 12.8*.

**12.8.1 Governing Rules.** If a Claim has not been resolved after mediation in accordance with *Section 12.7*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 12.8* and the American Arbitration Association (the "AAA") Construction Industry Arbitration Rules and Mediation Procedures and, if applicable, the rules contained in the AAA Supplementary Procedures for Consumer Related Disputes, as each are supplemented

or modified by the AAA (collectively, the Construction Industry Arbitration Rules and Mediation Procedures and AAA Supplementary Procedures for Consumer Related Disputes are referred to herein as the "AAA Rules"). In the event of any inconsistency between the AAA Rules and this *Section 12.8*, this *Section 12.8* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

- (i) One arbitrator shall be selected by Respondent, in its sole and absolute discretion;
- (ii) One arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and
- (iii) One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

12.8.2 Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 12.8* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

12.8.3 Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 12.8*.

12.8.4 Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with Applicable Law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 12.8* and subject to *Section 12.9* below; provided, however, attorney's fees and costs may not be awarded by the arbitrator to either Claimant or Respondent. In addition, for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code, except that the arbitrator may not award attorney's fees and/or costs to their Claimant or Respondent. In all arbitration proceedings, the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings

the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of Applicable Law; or (iv) a cause of action or remedy not expressly provided under Applicable Law. In no event may an arbitrator award speculative, special, exemplary, treble, or punitive damages for any Claim.

12.8.5 Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred eighty (180) days of the filing of the Claim for arbitration. Arbitration proceedings hereunder shall be conducted in Fort Bend County, Texas. Unless otherwise provided by this *Section 12.8*, the arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Claimant and Respondent agree to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law. In no event shall Claimant or Respondent discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

12.9 Allocation of Costs. Notwithstanding any provision in this Declaration to the contrary, each party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

12.10 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

12.11 Period of Limitation.

12.11.1 For Actions by an Owner or Resident. The exclusive period of limitation for any of the Parties to bring any Claim, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner or Resident discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner or Resident discovered or reasonably should have discovered evidence of the Claim; or (iii) the applicable statute of limitations for such Claim. In the event that a court of competent jurisdiction determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area, the exclusive period of limitation for a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (a) two (2) years and one (1) day from the date that the Owner or the Association

discovered or reasonably should have discovered evidence of the Claim; or (b) the applicable statute of limitations for such Claim. In no event shall this *Section 12.11.1* be interpreted to extend any period of limitations.

**12.11.2 For Actions by the Association.** The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its manager, board members, officers or agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Areas, four (4) years and one (1) day from the date that the Association or its manager, board members, officers or agents discovered or reasonably should have discovered evidence of the Claim; or (iii) the applicable statute of limitations for such Claim. In no event shall this *Section 12.11.2* be interpreted to extend any period of limitations.

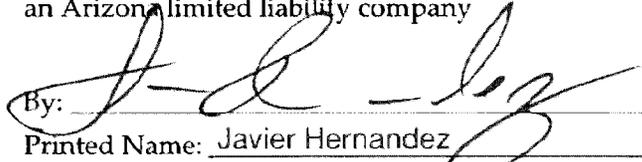
**12.12 Funding the Resolution of Claims.** The Association must levy a Special Assessment to fund the estimated costs to resolve a Claim pursuant to this *Article 12*. The Association may not use its annual operating income or reserve funds to fund the costs to resolve a Claim unless the Association has previously established and funded a dispute resolution fund.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

**DECLARANT:**

**MERITAGE HOMES OF TEXAS, LLC,**  
an Arizona limited liability company

By:   
Printed Name: Javier Hernandez  
Title: Land Development Manager

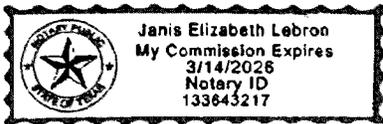
STATE OF TEXAS §

§  
COUNTY OF Harris §

This instrument was acknowledged before me this 1<sup>st</sup> day of November, 2023  
by Javier Hernandez, Land Development of  
MERITAGE HOMES OF TEXAS, I.L.C, an Arizona limited liability company, on behalf of said  
limited liability company.

(SEAL)

  
Notary Public Signature



*Signature Page*

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WALL STREET VILLAGE

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

Being Lots 1-79, Block 1, Lots 1-7, Block 2, Lots 1-40, Block 3, and Lots 1-24, Block 4, according to the map or plat recorded as Document No. 20230148 in the Official Public Records of Fort Bend County, Texas.



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**WALL STREET VILLAGE**

This Declaration of Covenants, Conditions and Restrictions for Wall Street Village is made on the date hereinafter set forth by Meritage Homes of Texas, LLC, as the "Declarant".

Declarant is the owner of the Property that is described below and known or to be known as "Wall Street Village". Declarant desires to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property. The development and improvement of the Property may be accomplished by successors and assigns of Declarant as future owners or developers of the Property and Declarant is not in any manner agreeing to or obligating itself to undertake development activities with respect to the Property. The Declaration is intended to provide a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the Property. In furtherance of this plan, Declarant has caused or intends to cause Wall Street Village Homeowners Association, Inc. to be formed as a Texas nonprofit corporation to own, operate, and maintain the Common Areas and Common Maintenance Areas (as defined herein) and to administer and enforce the provisions of this Declaration.

Declarant hereby declares that all of the Property shall be held, sold, used and conveyed subject to the easements, restrictions, covenants, and conditions contained in this Declaration, which shall run with the title to the Property. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each Owner of any portion of the Property.

Compliance with this Declaration is not a substitute for compliance with Applicable Law (as defined herein). Please be advised that this Declaration does not purport to list or describe each restriction which may be applicable to a Lot located within Wall Street Village. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot. Furthermore, an approval by the ACA (as defined herein) should not be construed by the Owner that any improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot.

All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or Wall Street Village, including any statements or projections as to Assessments, and expressly including any of the foregoing prepared by the Declarant (collectively, the "Conceptual Plans") are conceptual in nature and/or estimates only. The land uses, including without limitation any depictions of Common Areas or open spaces, reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within Wall Street Village may include uses which are not shown on the Conceptual Plans and such land uses may be changed from time to time and at any time by the Declarant without notice to any Owner. It is also understood and agreed that Assessments will change based on actual expenses incurred by the Association and no assurances are provided regarding the accuracy of any estimated Assessments. The Declarant makes no representation or warranty concerning the Conceptual Plans, proposed land uses, proposed planned improvements, proposed Common Areas or open spaces, or Assessments attributable to all or any portion of Wall Street Village, and no Owner will be entitled to rely upon the Conceptual Plans, or any statement made by the Declarant or any of Declarant's representatives regarding proposed land uses, proposed or planned improvements.

proposed Common Areas or open spaces, or Assessments, when making the decision to purchase any property or construct any Improvements within Wall Street Village. Each Owner who acquires a Lot within Wall Street Village acknowledges that Wall Street Village is a master planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time..

## ARTICLE I. DEFINITIONS

1.1 **"ACA" or "Architectural Control Authority"** shall have the meaning provided such terms in Section 6.2 herein.

1.2 **"ACA Standards"** means standards adopted by the ACA regarding architectural and related matters, including, without limitation, architectural design, placement of Improvements, landscaping, color schemes, exterior finishes and materials and similar features which may be either recommended or required by the ACA for use within the Property.

1.3 **"Applicable Law"** means all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over Wall Street Village, specifically including applicable zoning restrictions and permits.

1.4 **"Assessment" or "Assessments"** means assessments imposed by the Association under this Declaration.

1.5 **"Association"** means Wall Street Village Property Owners Association, Inc., a Texas nonprofit corporation established, or to be established, for the purposes set forth herein, or such other Texas nonprofit corporation as the Board shall determine to operate as the Association under this Declaration, provided that only one such nonprofit corporation shall be in existence as the Association at any one time.

1.6 **"Association Easement"** means any easement intended for the construction, installation, operation, location or repair of any subdivision Improvement, including, without limitation, the Association Maintenance Features, any Common Maintenance Area located on any Lot, any subdivision sign, screening wall, monument or entry feature, retaining, screening or perimeter wall, drainage facility or other Improvement owned by, maintained by, or otherwise for the benefit of the Association.

1.7 **"Association Maintenance Features"** means a fence, screening wall, monument, entrance signage or other decorative features installed, or that may be installed, by Declarant along or within any other roadway or Common Area, or along or near the exterior boundary, of the Property, or any other fence, screening wall, monument, signage or other feature installed by Declarant or the Association.

1.8 **"Board"** means the Board of Directors of the Association.

1.9 **"Builder"** means any person or entity that purchases one or more Lots for the purpose of constructing Improvements for later sale to consumers in the ordinary course of such person's or entity's business.

1.10 **"Bylaws"** means the bylaws of the Association.

1.11 **"Certificate"** means the Certificate of Formation of the Association, or any subsequent amendment or restatement thereof.

1.12 **"Common Area" and "Common Areas"** means all areas (including the Improvements and buildings thereon) within the Property owned or to be owned by the Association for the common use and enjoyment of the Members, including, without limitation, the Private Amenity (defined below), any recreational facilities, areas within public rights-of-way, private streets, easements (public and private), permanent access easements or any other area of the Property not designated as a Lot by any Plat of the Property, portion of a Lot, public parks, landscaping, entry features, fence or similar areas that either the Board deems necessary or appropriate to maintain for the common benefit of the Members or that is shown on a Recorded plat of the Property or portion thereof as being maintained by the Association. The Common Areas will include, without limitation, the areas of the Property, and the real property and Improvements described on Exhibit "B" attached hereto.

1.13 **"Common Expenses"** means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Member(s) and/or the Common Maintenance Areas.

1.14 **"Common Maintenance Areas"** means the Common Areas, if any, and any areas within public rights-of-way, easements (public and private), portion of a Lot, public parks, landscaping, entry features, fences, vehicular access gate(s), pedestrian access gate(s) or similar areas that either the Board deems necessary or appropriate to maintain for the common benefit of the Members or that is shown on the Plat or any subsequent Recorded plat of the Property or portion thereof as being maintained by the Association.

1.15 **"County"** means Fort Bend County, Texas.

1.16 **"Declarant"** means Meritage Homes of Texas, LLC, and its successors and assigns as provided in Section 12.12 herein.

1.17 **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions for Wall Street Village, and any amendments and supplements thereto made in accordance with its terms.

1.18 **"Designated Interest Rate"** means the interest rate designated by the Board from time to time, subject to any interest limitations under Texas law. If the Board fails to designate an interest rate, then the interest rate shall be the lesser of 12% per annum or the highest rate permitted by Texas law. The Designated Interest Rate is also subject to the limitations in Section 12.6 herein.

1.19 **"Development Period"** means the period of time beginning on the date when this Declaration has been Recorded, and ending at such time as Declarant no longer owns any of the Property, unless earlier terminated by Declarant. Declarant may terminate the Development Period by an instrument executed by Declarant and Recorded. The Development Period is the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property.

1.20 **"Dwelling"** means any residential dwelling situated upon any Lot.

1.21 **"Entry Signs"** means the entry feature signs for the subdivision that are or may be placed by the Declarant or its agents on the Common Area or Common Maintenance Areas.

1.22 **"Improvement"** means all physical enhancements and alterations to the Property, including but not limited to the Dwelling, all grading, clearing, removal of trees, alteration of drainage flow, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.23 **"Lot"** means any separate residential building parcel shown on the Plat or any subsequent Recorded subdivision plat of the Property. Common Areas and areas deeded to a governmental authority or utility, together with all Improvements thereon, shall not be included as part of a Lot.

1.24 **"Member"** means any person, corporation, partnership, joint venture or other legal entity that is a member of the Association pursuant to the terms in Article III herein.

1.25 **"Owner"** means the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded contract for deed, then the purchaser (rather than the fee Owner) will be considered the Owner.

1.26 **"Permitted Religious Items"** means one or more religious items the display of which is motivated by the Owner's sincere religious belief. Notwithstanding the foregoing, Permitted Religious Items shall not include any item that (1) threatens the public health or safety; (2) violates a law other than a law prohibiting the display of religious speech; (3) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content; (4) is installed on property: (A) owned or maintained by the Association; or (B) owned in common by Members of the Association; (5) violates any applicable building line, right-of-way, setback, or easement; or (6) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

1.27 **"Plat"** means each plat that is described on Exhibit "A" attached hereto, and any other plat that may be filed of record and that includes any of the Property. Any reference herein to an individual parcel by a lot and block is a reference to the lot and block and shown on the preliminary plat of the Property (or a portion of the Property). Upon Recording of a final Plat, if any lot and block number changes, Declarant will supplement this Declaration with a reference to the corrected, final lot and block for the particular parcel.

1.28 **"Swimming Pool Enclosure"** means a fence that: (1) surrounds a water feature, including a swimming pool or spa; (2) consists of transparent mesh or clear panels set in metal frames; (3) is not more than six feet in height; and (4) is designed to not be climbable.

1.29 **"Property"** means the real property described on Exhibit "A" attached hereto (other than areas dedicated to the County) and such additional property as is brought within the jurisdiction of the Association and made subject to this Declaration.

1.30 **"Record," "Recording" or "Recorded"** means the filing of a legal instrument in the Public Records of Fort Bend County, State of Texas, or such other place as may be designated as the official location for filing deeds, plats, and similar documents affecting title to real property.

1.31 **"Restrictions"** means the restrictions, covenants, and conditions contained in this Declaration, the ACA Standards (if adopted), Bylaws, or in any other rules and regulations promulgated by the Association pursuant to this Declaration, as adopted and amended from time to time.

## ARTICLE II. PROPERTY RIGHTS

2.1 **Owners' Easements of Use and Enjoyment.** Every Owner will have a right and non-exclusive easement of use, access and enjoyment in and to the Common Areas, subject to any limitations set forth herein, including, without limitation, the following:

a. **Rules.** The right of the Declarant during the Development Period, and the Association, with the advance written approval of the Declarant during the Development Period, and the Association thereafter, to establish and publish rules and regulations governing the use of the Common Areas and/or the Property.

b. **Suspension of Voting Rights.** The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any Assessment against such Owner's Lot remains unpaid except with respect to any election (i) of members of the Board, or (ii) concerning such Owner's rights and responsibilities.

c. **Construction of Improvements.** The right of the Declarant, during the Development Period, and the Association thereafter, to cause such Improvements and features to be constructed upon the Common Areas, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion.

d. **Conveyance of Common Area.** The right of the Declarant during the Development Period, and the Association thereafter, to dedicate, sell or transfer all or any part of the Common Areas. However, following the Development Period no such dedication, sale or transfer will be effective unless there is an affirmative vote of 67% or greater of all outstanding votes entitled to be cast.

e. **Mortgage Common Area.** The right of the Association, subject to the provisions hereof, to mortgage or lien all or any part of the Common Areas. However, the Common Areas cannot be mortgaged or liened without an affirmative vote of 67% or greater of all outstanding votes entitled to be cast.

2.2 **Prohibitions on Easement of Use and Enjoyment.** Each Owner's right and easement of use and enjoyment in and to the Common Area is further limited as follows:

a. **No Transfer without Lot.** An Owner's right and easement of use and enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot.

b. **No Partition.** Except as provided in Section 2.1.d herein, the Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.

2.3 **Right to Delegate Use and Enjoyment of Common Area.** Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees and guests as applicable, subject to the terms in this Declaration, the Bylaws and any reasonable rules of the Board. An Owner who leases his or her Dwelling is deemed to have assigned all such rights to the lessee of such Dwelling.

2.4 **Special Declarant Rights.** Notwithstanding any provision of this Declaration to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots; (ii) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Property. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance, and the right and privilege to conduct the activities enumerated in this Section 2.4 will remain until two (2) years after the expiration or termination of the Development Period.

#### 2.5 **Property Characteristics.**

a. There are easements in favor of third parties that are located on Lots, as shown on the Plat or that may be Recorded easements. There are restrictions on construction of Improvements within easements and prior to construction of any Improvements on a Lot each Owner will need to review the terms of easements to determine if they affect any planned construction. Any approval by the ACA as provided in this Declaration does not constitute compliance with the terms of any easement, and the Lot Owner will need to ensure they have also complied with any easement affecting their Lot.

b. The Property includes one or more Common Areas that are or are intended to be part of the Property's surface water drainage and detention system. By acquiring an ownership or occupancy interest in the Property, each Owner and Resident acknowledges that Declarant, the Association, and their respective directors, officers, committees, agents, and employees do not guaranty the existence, quality, condition, quantity, or appearance of water in any of these Common Areas, which may at times be dry and at other times may have water, and are not liable to any Owner or Resident for claims that a view from a Lot has been damaged by changes to any such Common Area, such as a lack of water.

c. The Declarant currently intends to construct a playground and park area in the future (the "**Private Amenity**") for use by Members and their guests and invitees. The Private Amenity will be of a design and contain features as determined solely by Declarant, and Declarant makes no representation, warranty or guaranty as to any part of the Private Amenity to be constructed, or the timing of construction and completion. The Board may establish from time-to-time the hours of operation of the Private Amenity and other rules relating to operation of the Private Amenity.

### ARTICLE III. MEMBERSHIP AND VOTING

3.1 **Membership - Owners.** Every Owner by virtue of ownership of a Lot will automatically be a member of the Association. Membership will be appurtenant to and will not be separated from

ownership of any Lot. Upon the transfer of a Lot, the new Owner shall automatically become a Member of the Association.

**3.2 Voting Rights.** The voting rights in the Association shall be as follows:

a. **Members other than Declarant.** Except as provided in Section 3.2.b below, Members shall be entitled to one vote for each Lot owned. However, when more than one person or Member holds an interest in any Lot, only one vote in total may be cast per Lot as the Owners of such Lot determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. The Association shall have no affirmative obligation to take any action to determine which Member is the person designated to cast the Lot's vote. If the Members fail to advise the Association of the person designated to cast the Lot's vote, then the Lot's vote shall be suspended if more than one person or entity seeks to exercise it.

b. **Declarant.** In addition to the votes to which Declarant is entitled by reason of Section 3.2.a, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to the Declarant pursuant to this Section 3.2, shall be considered a Member for the purpose of casting such votes, and is not required to own any portion of the Property in order to cast any vote.

c. **Property and Lots for Voting Purposes.** If the property contains unplatted tracts of land, each one-fifteenth of an acre is treated as a "Lot" for voting purposes. When unplatted portions of the Property are later subject to a Recorded Plat, the number of Lots for voting purposes will be automatically adjusted by the number of Lots reflected on such Plat. If additional property is made subject to this Declaration, the number of voting Lots will be increased automatically by the number of additional Lots. If the number of Lots in the Property changes with the final platting or replatting, the number of voting Lots will be adjusted accordingly.

#### ARTICLE IV. ASSESSMENTS

4.1 **Obligation to Pay Assessments.** Subject to and except as provided in this Article IV, each Owner of any Lot by acceptance of a deed therefor, whether or not it will be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) Annual Assessments (defined below) or charges as provided in Section 4.3 herein, (ii) Special Assessments (defined below) as provided in Section 4.6 herein, and (iii) Specific Assessments (defined below) as provided in Section 4.7 herein.

4.2 **Rate of Assessments.** Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots, regardless of a Lot's location or size or the value of the Dwelling. Notwithstanding the foregoing, the Declarant, during the Development Period, may decrease the amount of annual or Special Assessments payable by a Builder to an amount determined by Declarant for the period prior to the conveyance of the Lot from the Builder to an Owner.

4.3 **Annual Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association (the "Annual Assessments") which sets forth: (i) an estimate of the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Restrictions, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Restrictions, and (ii) an

estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and giving due consideration to any expected income and any surplus from the prior year's fund. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessments set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by any Owner, the Association may at any time, and from time to time, levy further Assessments in the same manner.

4.4 **Date of Commencement of Annual Assessments; Due Dates.** The Annual Assessments provided for herein shall commence as to all Lots on the date of conveyance of the first Lot to an Owner (other than to an entity that assumes the Declarant status as provided herein), unless the Board elects to commence the Annual Assessment earlier. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the Annual Assessment against each Lot at least 30 days in advance of each assessment period. Written notice of the Annual Assessment shall be sent to an Owner of every Lot subject thereto. The due dates shall be established by the Board. The Board shall also establish whether the Annual Assessment shall be paid annually, quarterly or monthly.

4.5 **Assessment Obligation of Declarant.**

a. During the Development Period, Declarant has no obligation to pay any assessments to the Association.

b. During the Development Period, subject to the limitations set forth below in this Section 4.5, Declarant may annually elect, by written notice to the Association, to pay assessments as otherwise set forth in this Article IV, or to pay to the Association the difference between the Association's operating expenses and the assessments received by the Association (the "**Budget Deficit**") from the other Owners; provided that if the Budget Deficit is the result of the failure or refusal of an Owner or Owners to pay their Annual Assessment or Special Assessments, the Association will diligently pursue (the Declarant may also pursue at its option) all available remedies against such defaulting Owners and will promptly reimburse the Declarant the amounts, if any, so collected.

c. If Declarant fails to provide a written notice to the Association specifying Declarant's election above as to any fiscal year, Declarant will be deemed to have elected to pay, for such fiscal year, the Budget Deficit to the Association as otherwise set forth in this Article IV.

d. In no circumstance shall Declarant have any obligation to pay any portion of a Budget Deficit that exceeds the total amount during any fiscal year of the Association that Declarant would have paid if Declarant were paying full assessments for the Lots owned by Declarant during the subject fiscal year.

e. If Declarant elects, in Declarant's sole and absolute discretion, or is deemed to have elected to fund Budget Deficits, Declarant may elect to treat such amounts as a loan to the Association, which loan shall bear interest at the lesser of the maximum rate of interest permitted under applicable law or a rate of eighteen percent (18%) per annum until repaid (a "**Deficit Loan**"). If Declarant fails to provide a written notice to the Association specifying whether to treat Declarant's funding of the Budget Deficit as a loan, Declarant will be deemed to have elected to treat its payment of the Budget Deficit as a Deficit Loan for such fiscal year.

f. Deficit Loans shall be repaid by the Association to Declarant as non-reserve funds become available or, at Declarant's sole option and discretion, may be offset against all past, current or future assessments payable by the Declarant under this Declaration. A Deficit Loan may be evidenced by an entry in the Association's books and records and no promissory note or other written documentation shall be necessary to evidence any Deficit Loan.

**4.6 Special Assessments.** In addition to the Annual Assessments provided for above, the Board may levy special Assessments (the "Special Assessments") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Declaration. The amount of any Special Assessments will be at the reasonable discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement upon the Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital Improvement upon the Common Area will be levied against all Owners.

**4.7 Specific Assessments.** The Association shall have the power to levy specific Assessments against a particular Lot ("Specific Assessments") to (i) cover costs incurred in bringing a Lot into compliance with this Declaration, (ii) cover costs incurred as a consequence of the conduct (or the failure to act) of the Owner or occupant of a Lot, their agents, contractors, employees, licensees, invitees, or guests, and/or (iii) collect any sums due by the Owner to the Association (other than Annual Assessments or Special Assessments or interest or late charges related thereto), including, without limitation, fines.

**4.8 Purpose of Annual and Special Assessments; Reserve.** Annual assessments and Special Assessments levied by the Association shall be used for Common Expenses. The Association shall establish and maintain a reserve fund for the periodic maintenance, inspection, repair and replacement of Improvements to the Common Maintenance Areas.

**4.9 Personal Obligation to Pay Assessments.** Each assessment provided herein, together with interest at the Designated Interest Rate, late charges, collection costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no mortgagee under a Recorded first purchase money mortgage or beneficiary of a Recorded first deed of trust (meaning any Recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust), shall be liable for unpaid assessments which accrued prior to mortgagee's acquisition of title. In addition, no mortgagee shall be required to collect assessments.

**4.10 Capitalization of Association - Payment.** Upon acquisition of record title to a Lot by the first Owner thereof (other than Declarant or a Builder), a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount determined by the Board, in its sole discretion. This amount shall be in addition to, not in lieu of, the Annual Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the Bylaws.

**4.11 Failure to Pay Assessments; Remedies of the Association.** With respect to any assessment or other sum due herein not paid within 10 days after the due date, and subject to Section 4.12

below, the Association shall have the right to: (i) charge a late fee, in an amount determined by the Board; (ii) charge interest on the amount due at the Designated Interest Rate from the due date until the date the sum is paid; (iii) charge costs and fees related to the collection of the sum due; and/or (iv) exercise any other remedies available to the Association as provided elsewhere in this Declaration. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Areas or abandonment of his or her Lot. The failure to pay assessments shall not by the terms of this Declaration constitute a default under an insured mortgage, unless otherwise provided by the terms of such mortgage.

**4.12 Payment Plans.** If an Owner is unable to pay any assessment or other sum due herein, then upon written notice to the Association delivered no later than two (2) business days following the due date of such payment, the Association shall extend to such Owner a payment plan on the following terms (a "Payment Plan"):

a. The amount due herein may be paid in three equal partial payments, due one (1) month, two (2) months and three (3) months following the original due date of such payment.

b. Such amounts shall be subject to (i) interest at the Designated Interest Rate from the due date until the date the sum is paid; and/or (ii) reasonable costs related to the collection of the sum due.

c. The Association is not obligated to extend a Payment Plan to an Owner who failed to honor the terms of a previous Payment Plan during the two (2) years following such Owner's default under the previous Payment Plan.

Notwithstanding the terms of this Section 4.12, the Association may adopt an alternative payment plan to the extent permitted by applicable law.

**4.13 Lien.**

a. **Creation of Lien.** The Association shall hereby have a continuing lien against each Lot to secure payment of delinquent assessments (Annual Assessments, Special Assessments and Specific Assessments), as well as interest at the Designated Interest Rate, late charges, and costs of collection, including, without limitation, court costs and reasonable attorneys' fees, and any other fees or charges that are authorized under or pursuant to this Declaration. Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and Record a document setting forth as to any Lot, the amount of delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the payment thereof. However, the failure of the Association to execute and Record any such document shall not, to any extent, affect the validity, enforceability, perfection or priority of the lien.

b. **Enforcement of Lien - Judicial or Nonjudicial.** The lien may be enforced by judicial or, if an owner agrees in writing at the time the foreclosure is sought to waive judicial foreclosure pursuant to Section 209.0092 of the Texas Property Code, by nonjudicial foreclosure. Each Owner by accepting title to a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Lot to the Owner, a private power of nonjudicial sale. The Board may appoint, from time to time, any person including an officer, agent,

trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board's meeting. A foreclosure must comply with the requirements of applicable law, such as Chapter 209 of the Texas Property Code, as amended. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, as amended, or in any manner permitted by law. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees, subject to applicable provisions of the Bylaws and applicable law, such as Chapter 209 of the Texas Property Code, as amended. The Association has the power to bid on the lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

c. **Subordination of Lien.** The lien of the assessments provided for herein is subordinate to the lien of any Recorded first purchase money mortgage or deed of trust against a Lot.

d. **Effect of Conveyance.** An Owner that conveys title to a Lot shall not be liable for assessments that are attributable to the period after the conveyance of the Lot, except as provided herein. However, a conveyance of title to a Lot shall not affect the assessment lien or relieve the Owner that conveys the Lot from personal liability for any assessments attributable to the period prior to the date of the conveyance, except as provided herein.

e. **Effect of Foreclosure.** The foreclosure of a first purchase money mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof will extinguish the lien of such assessment as to payments attributable to the period prior to the foreclosure, trustee's sale or deed in lieu thereof. However, a foreclosure of a first purchase money mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof will not relieve such Lot or Owner thereof from liability for any assessment attributable to the period after the foreclosure, trustee's sale or deed in lieu thereof. The foreclosure of a first purchase money mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof shall not release the Owner whose Lot is being foreclosed, sold at a trustee's sale or conveyed pursuant to a deed in lieu from the Owner's obligation to pay assessments attributable to the period prior to the date of such foreclosure, trustee's sale or deed in lieu thereof. For purposes of this Declaration, the use of the term first in connection with a mortgage or deed of trust shall refer to the lien priority as compared to other mortgages or deeds of trust.

## **ARTICLE V. THE ASSOCIATION**

5.1 **The Association - Duties and Powers.** The Declarant or the Association shall have the authority to adopt the Bylaws, which shall govern the Association in conjunction with the Certificate, this Declaration, and Applicable Law. The Association is a Texas nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Certificate, Bylaws, and this Declaration. The Association shall continue to exist until the Association is dissolved, regardless if the corporate status expires or lapses. The Association shall have such rights, duties and powers as set forth herein and in the Certificate and the Bylaws.

5.2 **Board of Directors.** The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Certificate and the Bylaws. The Board shall have the powers granted in this Declaration, the Certificate, the Bylaws, and all powers provided by Texas law and all powers reasonably implied to perform its obligations and/or duties provided herein.

The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. At the first meeting of the Association after the expiration of the Development Period, the Board will be increased to consist of five (5) persons. **Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until the 10<sup>th</sup> anniversary of the date this Declaration is Recorded. No later than the 10<sup>th</sup> anniversary of the date this Declaration is Recorded, or sooner as determined by Declarant, the Board must have held a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.**

**5.3 Limitation on Liability.** Neither the Declarant nor any officer, director, employee or agent of the Association, nor any member of the ACA shall be liable to any person or entity, including any Owner, for any act or omission in the performance of the duties of the Declarant or such officer, director or agent, or member of the ACA, unless such act or omission is finally determined to constitute fraud or intentional willful misconduct. The liability of an officer, director or committee member of the Association shall be further limited as provided in the Certificate.

**5.4 Indemnification.** To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

**5.5 Insurance.**

a. **Required Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect, the following insurance coverage, if reasonably available:

i. **Property Insurance – Common Area.** Blanket property insurance covering loss or damage on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable Improvements on the Common Area and within the Common Maintenance Areas to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership.

ii. **General Liability Insurance.** Commercial general liability insurance on the Common Maintenance Areas, insuring the Association and its Members for damage or

injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf.

b. **Additional Insurance.** The Board may obtain additional insurance as the Board determines advisable, including, without limitation, directors and officers liability insurance, fidelity insurance and any insurance to comply with any applicable insurance requirements of any federal agency or secondary mortgage market entity, including, without limitation, the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U. S. Department of Veterans Affairs ("VA"), and the U.S. Department of Housing and Urban Development ("HUD"), to the extent applicable. In determining whether to obtain additional insurance and/or endorsements thereto that are discretionary the Board shall use its own business judgment to determine if such insurance and/or endorsement is advisable based on the cost and availability of the insurance and/or the endorsement compared to the risks associated therewith.

c. **Review of Policies.** The Board shall periodically review the types and amounts of insurance coverage for sufficiency.

5.6 **Contracts, Management and Maintenance.** The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into management, operational, or other agreements with other persons or entities, including without limitation municipal utility districts; provided, any such agreement shall require approval of the Board. The Board may employ for the Association a management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority. The Association is hereby authorized to negotiate with, exchange with, delegate to, convey to, and accept from a utility district or other special district certain functions, properties (including Common Areas), authorities, and obligations, provided the action is not prohibited by applicable law.

5.7 **Books and Records.** The books and records of the Association shall be made available to the Members for inspection as provided in the Bylaws. In addition, Members may obtain copies, at a reasonable cost, of the books and records of the Association as provided in the Bylaws.

5.8 **Dissolution of Association; Conveyance of Assets.** If the Association is dissolved other than incident to a merger or consolidation, the assets both real and personal of the Association, shall be conveyed as provided in the Certificate.

5.9 **Adoption of Rules.** To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, rules not in conflict with this Declaration, as it deems proper, covering any and all aspects of Wall Street Village (including the operation, maintenance and preservation thereof) or the Association. Any rules, and any modifications thereto, proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Without limiting the generality of the foregoing, the Association, acting with authorization of the Board, shall be entitled to make rules and regulations relating to parking, traffic flow, on-street parking, and other uses of streets and drives within the Property.

5.10 **Enforcement – Notice.** The Association may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to the Declaration) in accordance

with and subject to the applicable procedures set forth in this Declaration, the Bylaws and applicable law, including Chapter 209 of the Texas Property Code, as amended. Specifically, written notice and opportunity for a hearing must be given prior to the Association exercising its remedies if such notice and hearing is required by this Declaration, the Bylaws and applicable law, including Chapter 209 of the Texas Property Code, as amended. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

- a. **Fines.** The Association may impose reasonable monetary fines which shall constitute a lien upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest, or invitee of the Owner of such Lot.
- b. **Suspension of Voting Rights.** As set forth in Section 2.1b above, the Association may suspend an Owner's right to vote, except with respect to any election (i) of members of the Board or (ii) concerning such Owner's rights and responsibilities.
- c. **Suspension of Rights to Use Common Area.** The Association may suspend any person's or entity's right to use any Common Area; provided, however, nothing herein shall authorize the Association to limit ingress or egress to or from a Lot.
- d. **Right of Self-Help.** The Association may exercise self-help or take action to enter upon the Lot to abate any violation of this Declaration. In the event of such action(s), the Owner of such Lot shall reimburse the Association for all reasonable and necessary costs and expenses incurred by the Association in connection with such action(s), and the Association may assess such costs and expenses incurred by the Association against the Lot and the Owner as a Specific Assessment.
- e. **Right to Require Removal.** The Association may require an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Association or its designee shall have the right to enter the Lot, remove the violation, and restore the Lot to substantially the same condition as previously existed, without such action being deemed a trespass.
- f. **Levy Specific Assessment.** The Association may levy a Specific Assessment to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration.
- g. **Lawsuit; Injunction or Damages.** The Association has the right, but not the obligation, to bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.
- h. **Perform Maintenance.** In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility with respect to a Lot and/or Dwelling, the Association may record a notice of violation in the Records and/or enter the Lot and perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment.

**5.11 Pursuit of Action.** The decision to pursue enforcement action, including the commencement of legal proceedings, in any particular case shall be left to the Association's sole and absolute discretion, except that the Association shall not be arbitrary or capricious in taking enforcement

action. Without limiting the generality of the foregoing sentence, the Association may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

## ARTICLE VI. ARCHITECTURAL CONTROLS

**6.1 No Improvements Unless Approved by Architectural Control Authority - Except Improvements by Declarant.** The approval of the ACA is required prior to commencement of any modification or alteration of any Improvements, and the Owner is required to obtain such approval. No building, fence, wall, outbuilding, landscaping, pool, detached building, athletic or play equipment or facility, structure or Improvement may be altered, added onto or repaired upon any portion of any Lot without the prior written consent of the ACA under this Declaration. However, ACA approval is not required for (i) any Improvements constructed, erected, altered, added onto or repaired by Declarant or a Builder designated in writing by Declarant to be exempt from the ACA approval requirements; (ii) any Improvements to the interior of a Dwelling, except as provided herein; (iii) the painting or re-bricking of the exterior of any Dwelling in accordance with the same color or design as originally constructed by Declarant or in accordance with the approved color and design scheme approved by the ACA; (iv) Improvements for which the Declaration expressly states that the ACA's prior approval is not required; or (v) repair or replacement of worn out or damaged Improvements if such repair or replacement is with substantially similar materials. Any Improvements pursuant to clauses (iii) and (v) immediately preceding must be in compliance with any applicable ACA Standards.

**6.2 Architectural Control Authority.** The ACA shall have the sole and exclusive authority to perform the functions contemplated by the ACA in this Declaration. The purpose of the ACA is to enforce the architectural standards of the Property and to approve or disapprove plans for Improvements proposed for the Lots. The ACA will have the authority to delegate its duties or to retain the services of a professional engineer, management company, architect, designer, inspector or other person to assist in the performance of its duties. The cost of such services shall be included in the Common Expenses. The "ACA" or "Architectural Control Authority" shall be the following entity:

a. **Declarant - During Development Period.** The Declarant shall be the ACA during the Development Period, unless the Declarant in writing has terminated its rights as the ACA.

b. **Architectural Committee - After the Development Period.** The Architectural Committee shall be the ACA after the Declarant's right to act as the ACA has either expired or voluntarily been terminated.

**6.3 Architectural Committee.** A committee to be known as the "Architectural Committee" consisting of a minimum of 3 members will be established after the Declarant's right to act as the ACA has either expired or voluntarily been terminated. The members of the Architectural Committee will be appointed, terminated and/or replaced by the Board. A person may not be appointed by the Board to serve on the ACA if such person is: (1) a current Board member; (2) a current Board member's spouse; or (3) a

person residing in a current Board member's household. The Architectural Committee will act by simple majority vote.

**6.4 Submission of Plans.** Prior to the initiation of construction of any work required to be approved by the ACA as provided in Section 6.1 above, the Owner (excluding Declarant and any Builder designated in writing to be exempt from the ACA approval requirements as provided herein) will first submit to the ACA a complete set of plans and specifications for the proposed Improvements, including site plans, landscape plans, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACA for the performance of its function. In addition, the Owner will submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

**6.5 Plan Review.**

a. **Timing of Review and Response.** Upon receipt by the ACA of all of the information required by this ARTICLE VI, the ACA will have 30 days in which to review said plans and other documents and materials submitted pursuant to Section 6.4 herein. No correspondence or request for approval will be deemed to have been received until all requested documents have actually been received by the ACA in form satisfactory to the ACA. If the ACA requests additional information and the applicant fails to provide such information prior to the date stated in the ACA's notice, then the application shall be deemed denied. If the applicable submittal is denied or deemed denied, then the applicant shall be required to re-apply if the applicant still desires to have the ACA consider the request. If the ACA fails to issue its written approval within 30 days after the ACA's receipt of all materials requested by the ACA to complete the submission, then such failure by the ACA to issue its written approval shall be deemed disapproved. The ACA may charge a reasonable fee for reviewing requests for approval.

b. **Approval Considerations-- Aesthetics.** The proposed Improvements will be approved if, in the sole opinion of the ACA: (i) the Improvements will be of an architectural style, quality, color and material that are aesthetically compatible with the Improvements within the Property; (ii) the Improvements will not violate any term herein or in the ACA Standards; and (iii) the Improvements will not have an adverse impact on the Property. Decisions of the ACA may be based on purely aesthetic considerations. The ACA shall have the authority to make final, conclusive and binding determinations on matters of aesthetic judgment and such determination shall not be subject to review so long as the determination is made in good faith and in accordance with the procedures set forth herein. Each Owner acknowledges that opinions on aesthetic matters are subjective and opinions may vary as to the desirability and/or attractiveness of particular Improvements and as the ACA and its members change over time.

**6.6 Timing of Completion of Approved Items.** All work approved by the ACA shall be completed within one year after the approval by the ACA or such shorter period that the ACA may specify in the notice of approval, unless the completion is delayed due to causes beyond the reasonable control of the Owner, as determined by the ACA. All work and related Improvements shall be in compliance with the items approved by the ACA.

**6.7 Improvements Impact on Drainage.** With respect to any Improvements performed on a Lot and/or any alterations to the grade of a yard, the Owner shall take proper precautions to insure that such Improvements do not cause the surface water drainage on the Lot to (i) drain onto an adjoining Lot in an amount more than the drainage amount prior to the Improvement or alteration, or (ii) collect near the

foundation of the Dwelling. Although the ACA may comment on and/or deny the approval of plans because of the impact of the proposed Improvements or alterations on surface water drainage, the ACA's comments or approval shall not constitute or be construed as a representation, warranty or guaranty that adverse surface water drainage problems will not occur and shall not be relied upon as such. The Owner is responsible for taking the necessary actions in order to avoid any surface water drainage problems, including, without limitation, engaging the services of a qualified consultant.

**6.8 No Waiver.** The approval by the ACA of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the ACA under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval.

**6.9 Variances.** The ACA may authorize variances from strict compliance with the requirements herein, in any ACA Standards or any required procedures: (i) in narrow circumstances where the design meets the intent of the provision from which variance is sought and where granting the variance would enhance design innovation and excellence; or (ii) when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require. For purposes of this Section 6.9, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing as the sole or primary reason for requesting a variance shall not be considered a hardship warranting a variance. No variance shall be contrary to the terms of this Declaration and no variance shall be effective unless in writing or estop the ACA from denying a variance in other circumstances.

**6.10 Architectural Control Authority Standards.** The ACA may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, ACA Standards. The ACA Standards may not conflict with the terms of this Declaration.

**6.11 Enforcement; Non-Conforming and Unapproved Improvements.** If there are any significant or material deviations from the approved plans in the completed Improvements, as determined by the ACA, in their sole and absolute discretion, such Improvements will be in violation of this ARTICLE VI, to the same extent as if made without prior approval of the ACA. In addition to the Association's rights in Section 5.10 herein, the Association or any Owner may maintain an action at law or in equity for the removal or correction of (i) the non-conforming Improvement or alteration, and/or (ii) any Improvement or alteration to any Improvement on any Lot that is not approved by the ACA.

**6.12 Limitation of Liability.** Neither the Declarant, the Association, the Board, nor the ACA or any member of the ACA, nor any employee, servant or agent of the Association, shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Review and approval of any submission or application is made on the basis of aesthetic considerations only and not for engineering, structural design or quality of materials. No approval of any plans by either the ACA or the Declarant shall be construed to mean that the plans comply with any applicable law, building code, or governmental regulation. Neither Declarant, the Association, the Board, the ACA, any member of the foregoing, nor any employee, servant or agent of the Association, shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Dwelling and/or Lot. Declarant and members of the ACA shall have no liability for decisions made by them regarding the approval or disapproval of plans, so long as the decisions are made in good faith and are not discriminatory, arbitrary, or capricious. The ACA and its members, and any employee, servant or agent of the Association, shall be defended and indemnified by the Association as provided in Section 5.4 herein.

## ARTICLE VII. USE RESTRICTIONS AND COVENANTS

**7.1 Single Family Residential Use.** All Lots and Dwellings will be used and occupied for single-family residential purposes only and no trade or business may be conducted in or from any Lot and/or Dwelling, except that an Owner of the Dwelling may conduct business activities within the Dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve unreasonable visitation to or from the Dwelling by clients, customers, suppliers or other business invitees; and (iv) the business activity is ancillary to the residential use of the Dwelling and does not diminish the residential character of the Property or constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of the other residents in the Property. The determination of whether a business activity satisfies the foregoing requirements set forth in clauses (i) through (iv) above in this Section 7.1 shall be made by the Board in their sole and absolute discretion. The business activity prohibition will not apply to the use by Declarant or any Builder (i) of any Dwelling as a model home, construction office and/or sales office, or (ii) of any Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot; any of which uses may be for the benefit of real property owned by Declarant or any Builder located within or outside of the Property.

**7.2 Parking of Motor Vehicles.** No vehicles or similar equipment will be parked or stored in an area visible from any street within the Property, except passenger automobiles, motorcycles, passenger vans and pick-up trucks may be parked in any garage or driveway if such vehicle (i) has less than 1 ton carrying capacity; (ii) has less than 3 axles; (iii) is in operating condition; and (iv) is generally in daily use as a motor vehicle on the streets and highways of the State of Texas. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, the Common Maintenance Areas or on any easement unless such vehicle, trailer, implement or apparatus is in use for maintaining such area or easement, provided, however, that this restriction will not apply to any driveways, roads, parking lots or other areas designated by the Board as intended for such vehicular use. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot or a street within the Property, except within an enclosed garage. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment will be permitted in any driveway or portions of any Lot that are visible from any street within the Property.

**7.3 Trailers, Boats, Commercial and Recreational Vehicles.** No campers, boats, trailers, motor homes, travel trailers, camper bodies, golf carts, recreational vehicles, non-passenger vehicles, vehicles with 3 or more axles or greater than 1 ton carrying capacity, and/or equipment or accessories related thereto may be kept on any Lot, unless such item is operable and such item is (i) kept fully enclosed within a garage located on such Lot; (ii) kept fully screened from view by a screening structure or fencing approved by the ACA; (iii) temporarily parked on any street within the Property or on a Lot for the purpose of loading or unloading; or (iv) a commercial vehicle that is in use for the construction, maintenance or repair of a Dwelling or Lot in the immediate vicinity. The Board will have the absolute authority to determine from time to time whether an item is in operable condition and complies with the requirements in clauses (i) through (iv) above in this Section 7.3. Upon an adverse determination by the Board, the Owner will cause the item to be removed and/or otherwise brought into compliance with this Section 7.3. Notwithstanding any provision herein, no trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time.

**7.4 Fences.**

a. **Required Fencing.** The backyard of each Lot must be fully enclosed with a perimeter fence. To the extent Declarant or a Builder constructs a fence which fully or partially encloses a rear or side yard, then the Owner of that Lot must at all times maintain such fence in accordance with the terms of this Declaration, unless that Owner obtains the ACA's written approval to modify, replace, relocate or remove such fence in accordance with the provisions of this Declaration.

b. **Type of Fencing.** Except as provided below, all perimeter fences will be wood and will be of the same type and design as originally installed by Declarant. No other type of fencing including, without limitation chain link, shall be permitted. All fencing shall comply in all respects (including size and location) with applicable governmental requirements. All perimeter fences shall be six feet (6'0") in height unless another height is approved by the ACA and shall be a color approved by the ACA. Unless approved by the ACA, fences may not be stained or painted, except that fences may be stained with the same color stain as originally applied by the Declarant. The portion of all fences which exterior or side faces a street adjoining such Owner's Lot (front, side or rear streets, but not alleys) shall have the smooth surface of the fence materials facing the applicable street. The fence posts and bracing boards on such front, side and rear fences shall face the interior of the fenced yard.

c. **Location of Fence.** Unless approved by the applicable governmental authorities and the ACA, no fence or wall will be placed (i) on any Lot in a location nearer to the street than the front building setback line for such Lot, or (ii) on those certain corner Lots whose rear boundary line adjoins any portion of the front yard of a Lot behind the corner Lot, in a location nearer to the front building setback line for the street that is in front of the adjoining Lot. The foregoing shall not limit or restrict fences erected in conjunction with model homes or sales offices. In addition to the foregoing, easements may also restrict the placement of fences. Fences shall not be constructed in any manner that would change or impede drainage onto or from a Lot.

d. **Maintenance of Fencing.** ~~Except with respect to any Association Maintenance Feature,~~ each Owner shall maintain both sides of the portion of fencing on or along the boundary of such Owner's Lot in a presentable condition and shall make all repairs and replacements thereto (as deemed necessary by the Board, in its sole and absolute discretion), except that Owners adjoining a Common Fence (as provided in Section 7.4.f) herein shall share in the cost of such maintenance as provided in Section 7.4.f herein. The Association shall be responsible to maintain any Association Maintenance Feature.

e. **No Changes / Repairs.** All repairs and replacements to the perimeter fencing must be done using the same type and color of materials so that such fencing does not appear to have been repaired or replaced, except to the extent of the new appearance of the repaired or replaced materials. Except as provided in this Section 7.4.e, no fencing may be changed or modified without the prior written consent of the ACA. This includes the prohibition against changing the height of the fencing and the fencing materials.

f. **Common Fencing.** Except for any Association Maintenance Feature, side and rear yard fences that are installed by Declarant or the Builder of the Dwelling to separate adjacent Lots as a common boundary fence (the "**Common Fence**") shall be maintained jointly by the Owners whose Lot adjoins such Common Fence and the costs associated therewith shall be shared equally by said Owners. An Owner is not released from the joint maintenance obligation even if an Owner constructs a second fence along or near the Common Fence, unless the other Owner

agrees in writing otherwise and the ACA's approval is obtained. If the Owners disagree regarding the timing, cost or other applicable issue related to the repair or replacement of a Common Fence or portion thereof, then either Owner may (i) make the repair or replacement (provided any applicable ACA approval is obtained) and seek collection of one-half (1/2) of the cost of repair or replacement at Arbitration (as defined herein); and/or (ii) seek payment of one-half (1/2) of the cost of repair or replacement at Arbitration, subject to the repair or replacement being made. The term "Arbitration" shall mean binding arbitration pursuant to the rules of the American Arbitration Association or such other person or entity approved by the applicable Owners.

#### **7.5 Common Retaining Wall.**

a. **Maintenance of Common Retaining Wall.** If a retaining wall, or a portion of a continuous retaining wall (in either case, a "Common Retaining Wall"), is installed on a common boundary of two Lots or is located on a Lot, but adjacent to (generally within not more than 3 feet) and generally parallel with the boundary another Lot, the Common Retaining Wall shall be maintained as provided in this Section 7.5. As the owner of the Lot at the higher elevation (the "Higher Lot") has more control over the conditions that affect the stability and structural integrity of the Common Retaining Wall, the owner of the Higher Lot is solely responsible for all maintenance, repair and reconstruction of the Common Retaining Wall (unless due to the negligence or willful act or misconduct of the owner of the Lot at the lower elevation (the "Lower Lot"), in which case such costs shall be paid by the owner of the Lower Lot). A retaining wall that is entirely within the boundaries of a Lot and not on or near a dividing line between two Lots is solely the responsibility of the Lot owner. The Common Retaining Wall shall be maintained in the same location, size, style and design and with the same materials, as originally installed, unless the ACA's approval is obtained. In the case of a dispute between owners of Lots as to which Lot is the Lower Lot and which lot is the Higher Lot, the decision of the ACA shall be final and binding upon the owners.

b. **Easements for Common Retaining Wall.** Common Retaining Walls may not be located exactly on the common boundary line between two Lots. Therefore, there is hereby created an easement in and on the Lot where the Common Retaining Wall is actually located. The easement area shall be limited to the area that is within five (5) feet of the common boundary line. The easement shall be for the benefit of the Owner of the Lot that is responsible for maintenance of the Common Retaining Wall so that such Owner can maintain the Common Retaining Wall as provided in Section 7.5.a.

c. **Right of Enjoyment.** The owner of the Lower Lot is granted a non-exclusive and perpetual right and easement of enjoyment and use over the exterior surface of the Common Retaining Wall for use as a perimeter wall or fence of the Lower Lot. The owner of the Lower Lot is responsible for maintaining the Lower Lot up to the Common Retaining Wall, even if the Common Retaining Wall is inside the boundaries of the Higher Lot.

**7.6 Outbuildings, Sheds and Detached Buildings.** No detached accessory buildings, including, but not limited to, detached garages and storage buildings, and sheds shall be erected, placed or constructed upon any Lot, unless (i) the building is approved by the ACA prior to the installation or construction of the building; (ii) such building is compatible with the Dwelling to which it is appurtenant in terms of its design and material composition; (iii) the exterior paint and roofing materials of such building shall be consistent with the existing paint and roofing materials of the Dwelling; (iv) the building is located within a backyard that has a fence that completely encloses the backyard; (v) the height of the walls

(excluding the roof) is not greater than 8 feet; (vi) the total height of the building (including walls and roof) is not greater than 10 feet; and (vii) the building is less than 200 square feet of floor space. In addition, the Owner is required to comply with any applicable governmental requirements, including, without limitation, any necessary permits.

**7.7 Animals.** No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except that a reasonable number of cats, dogs or other generally recognized household pets may be permitted on any Lot; however, those pets which are permitted to roam free, or in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or unreasonable source of annoyance to the occupants of other Lots shall be removed from the Lot upon the request of the Board. If the animal owner fails to remove the animal from the Lot after the Board's request, the Board may remove the animal, in addition to imposing such other sanctions as are authorized by the Declaration and the Bylaws. All animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. All persons bringing an animal onto the Common Maintenance Areas shall be responsible for immediately removing any solid waste of said animal.

**7.8 Signs.** Except for Entry Signs and Permitted Religious Items, no sign or emblem of any kind, including "for rent" or "for lease" signs, may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other Improvement upon such Lot so as to be visible from public view except the following: (i) an Owner may erect one (1) sign on a Lot advertising the Dwelling for sale, provided that the sign does not exceed two (2) feet by three (3) feet in size; (ii) an Owner may temporarily place one (1) sign on a Lot advertising the "open house" of a Dwelling for sale, provided that the sign does not exceed two (2) feet by three (3) feet in size and the sign may only be displayed during actual open house hours; (iii) signs or billboards may be erected by the Declarant or any Builder designated in writing by the Declarant as having the right to erect such signs or billboards; or (iv) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs will not be erected more than 60 days in advance of the election to which they pertain and are removed within 15 days after the election. An Owner may display Permitted Religious Items in the yard or affixed to the Dwelling of such Owner's Lot. The ACA may in the ACA Standards permit additional signs and/or place additional restrictions or limitations on the signs permitted in this Declaration, provided that such additional restrictions or limitations do not conflict with the terms herein. The Association will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing. Removal shall not subject the Declarant, the Board, the Association or the Association's officers to any liability in connection with such removal.

**7.9 Trash; Containers and Collection.** No garbage or trash shall be placed or kept on any Lot, except in covered sanitary containers. In no event shall such containers be stored, kept, placed or maintained on any Lot where visible from the location on the street that is immediately in the front of the Dwelling except solely on a day designated for removal of garbage, then such containers may be placed in the designated location for pick-up of such garbage and the container will be removed from view before the following day. Materials incident to construction of Improvements may be stored on Lots during construction by Declarant or any Builder designated in writing by Declarant during the Development Period.

**7.10 Nuisances.** No noxious or offensive activity, including, without limitation, unreasonable smells, noise or aesthetics, will be carried on upon any Lot, nor will anything be done thereon which the Board determines, in its sole and absolute discretion, is or may become an unreasonable source of annoyance or nuisance to the Property.

**7.11 Antennae and Satellite Dishes.** Except with the written permission of the ACA or as provided herein, exterior antennae, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind may not be placed on the exterior of any Dwelling or on any portion of the Lot outside the Dwelling, except that (i) antennas, satellite dishes or other apparatuses that are one meter or less in diameter and that are designed to receive transmissions other than television broadcast signals shall be permitted; and (ii) antennas or satellite dishes designed to receive television broadcast signals shall be permitted. Any of the foregoing permitted devices and any other device permitted by the ACA (a "Permitted Device"), must be located in an area where such Permitted Device is not visible (for aesthetic reasons) from any portion of the street in front of the applicable Lot with the apparatus. However, if the Owner determines that the Permitted Device cannot be located in compliance with the foregoing non-visibility requirement without precluding reception of an acceptable quality signal, then the Owner may install the Permitted Device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained. The ACA in the ACA Standards may include rules or provisions regarding the type of additional Permitted Devices and/or the placement of Permitted Devices, provided that such ACA Standards do not conflict with the terms of this Section 7.11 and do not unreasonably increase the cost of installation, maintenance or use of the Permitted Device. A Permitted Device that complies with the provisions of this Section 7.11 and the ACA Standards shall not require the ACA's approval prior to installation. However, the ACA shall be the sole and exclusive authority for purposes of determining if the item or device complies with the provisions of this Section 7.11 and the ACA Standards.

**7.12 Air-Conditioning Units.** Air-conditioning apparatuses must be installed on the ground behind the rear of the Dwelling, on the ground on the side of the Dwelling or such other location as may be approved by the ACA. No air-conditioning apparatus or evaporative cooler may be located in or on the front of any Dwelling or attached to any roof, wall or any window of any Dwelling.

**7.13 No Temporary Structures as a Residence.** No structure of a temporary character, including, without limiting the generality thereof, any tent, shack, garage or barn will be used on any Lot at any time as a residence, either temporarily or permanently; except that camping out in a tent, that is erected in the back yard behind a fully screened fence, is permitted provided that such activity is on a temporary basis and does not become or constitute a nuisance or unreasonable source of annoyance to the occupants of other Lots as determined by the Board in its sole and absolute discretion. This restriction will not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, selection center offices, construction offices or material storage facilities.

**7.14 Sidewalks.** The Owner shall be responsible for maintaining any sidewalk located on such Owner's Lot to the extent required by applicable governmental authorities.

**7.15 Landscaping Maintenance.** All yards must be sodded or grassed within a reasonable time period not to exceed seven (7) months after the initial conveyance of a Lot with a Dwelling thereon to an Owner other than a Builder. Decorative ground cover rock (excluding flower beds and planters with mulch rather than rock) in the front yard may not exceed 25% of the total area of the front yard. All trees, grass and other landscaping located on any Lot (or located adjacent to such Lot within the right-of-way of a street, alley or other right-of-way, including, for example, the area adjacent to a Lot between the boundary of such Owner's Lot and the back of the curb of any adjacent public or private right-of-way, street or alley) must be properly maintained at all times by the Owner of such Lot in a trimmed, well-kept and clean condition, as determined by the Board, in its sole and absolute discretion. Each Owner will keep all shrubs, trees, grass, and plantings of every kind on his or her Lot cultivated, pruned, free of trash, and other unsightly material. In addition, each Owner shall on a regular basis remove weeds from the yard, including, without

limitation, flower beds and planter areas. No hardscape, including, without limitation, edging may include any symbols, characters, numbers or letters, unless approved by the ACA.

**7.16 Exterior Improvement Maintenance.** All Improvements upon any Lot will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot in a presentable well-kept and clean condition, as determined by the Board, in its sole and absolute discretion.

**7.17 Garages.** Each Dwelling must have a garage that will accommodate a minimum of two (2) automobiles. All garages must comply with applicable governmental and zoning requirements. Garages may be used as Declarant's or a Builder's sales offices prior to permanent occupancy of the main structure; however, sales offices must be converted to garages prior to permanent occupancy. With the exception of periods when garages are used by the Declarant or Builder as sales offices, all garages will be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation. No carports are permitted on a Lot.

**7.18 Clothes Hanging Devices.** No clothes hanging devices exterior to a Dwelling are to be constructed or placed on the Lot, except within the Dwelling.

**7.19 Window Treatment.** No aluminum foil, newspaper, reflective film, bed sheets or similar linens, or similar treatment will be placed on windows or glass doors of a Dwelling.

**7.20 Oil and Gas Drilling or Mining.** No drilling, refining, quarrying or mining operation of oil, gas or other minerals of any kind will be permitted upon or from the surface of any Lot, nor will any oil derrick, well, tank, storage facility or other related equipment be permitted on any Lot. This section shall not prohibit subsurface drilling activities that begin upon and are conducted from the surface of real property not subject to these restrictions, provided, however, in no event shall the directional drilling or sub-surface activities be at depths less than two hundred feet (200') below the overlying surface of the Property and no closer than two hundred feet (200') from the boundary line of the Property, and no such drilling shall interfere with or result in damage to or subsidence of the surface of the Property, the structures located at any time thereon, or the support of any such structures.

**7.21 Mailboxes.** Mailboxes shall be of similar type as originally installed, unless the ACA approves additional types of mailboxes. Should the United States Postal Service require community "cluster" or "gang" mailboxes, the Association shall be responsible for maintenance, repair and replacement of such mailboxes.

**7.22 Athletic and Recreational Facilities.** No outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts may be placed on a Lot unless (i) such item is placed within a backyard that has a fence that completely encloses the backyard and the location and the item does not exceed 12 feet in height and no closer than 7 feet to a side or rear fence line, or (ii) such item is a temporary and movable facility that is stored each night in the garage, the Dwelling or other fully screened area. Notwithstanding the foregoing, basketball goals and any other recreation equipment designated by the ACA may be located on any portion of the Lot (including side yards) that is behind any portion of the rear of the Dwelling.

**7.23 Pools; Pool Enclosures and Pool Equipment.** Above ground pools are expressly prohibited. All pool service equipment shall be either screened shrubbery or fenced and located in either (a) a side yard between the front and rear boundaries of the Dwelling or (b) in the rear yard adjacent to the

Dwelling, and shall not be visible from any residential or collector street. The Owner must have the approval of the ACA to erect any Swimming Pool Enclosures; provided, however, that the ACA must approve a Swimming Pool Enclosure if such Swimming Pool Enclosure is black in color and consists of transparent mesh set in metal frames.

**7.24 Lighting; Exterior Holiday Decorations.** Lighting and/or decorations on a Lot may not be used or placed in a manner which, in the Board's sole and absolute discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations within the interior of a Dwelling that are not displayed in a window, lights and decorations that are erected or displayed on a Lot in commemoration or celebration of publicly observed holidays may not be displayed more than six (6) weeks in advance of that specific holiday and must be removed within 30 days after the holiday has ended.

**7.25 Flags, Flagpoles, Lawn Decorations and Sculptures.** The Owner must have the approval of the ACA to place any decorations, sculptures, fountains, flags, flagpoles and similar items on any portion of such Owner's Lot except the interior of the Dwelling, unless (i) such item is placed within a backyard completely enclosed by a fence which blocks the view of the item at ground level; and (ii) such item is no taller than the fence. To maintain the overall aesthetic character of the community, the following restrictions shall govern the display of flags within the community. Each Homeowner is authorized to mount two temporary or permanent flagstuffs on the front, rear or side of their Dwelling by wall bracket. Homeowners may not locate a flag or flagpole on the Common Area or any portion of the Property owned by Declarant. Additionally:

a. The flag of the United States of America, the flag of the State of Texas and flags of any branch of the United States armed forces are the only permitted flags that may be flown on a Lot. All other flags, pennants, banners, kites or similar types of display are not permitted without the prior written approval of the ACA.

b. Flagpoles must not exceed twenty (20) feet in height, and only one (1) such flagpole may be erected on each Owner's Lot in the front yard, provided the Lot has a front building setback of at least 15 feet. Installations in front yards with smaller setbacks require the ACA's prior written approval. No more than one in-ground flagpole per Lot is permitted without the ACA's prior written approval. No part of a flagpole base may be above-grade (on the surface) or visible from a street without the ACA's prior written approval. In lieu of an in-ground flagpole in the front yard, a flag may be flown from a flagstaff wall-mounted to the first floor facade of the house and projecting at an angle of approximately 45 degrees. Without the ACA's prior written approval, a flagpole may not be installed in the side yard of a corner Lot or the rear yard of a Lot that backs up to a street or Common Area. Such flags may contain no more than twenty-four (24) square feet of material. Flags and flagpoles must be maintained in good condition, and the ACA may require any deteriorated flag or flagpole to be repaired, replaced or removed.

c. Flagstuffs should not exceed six (6) feet in length. The suggested location for bracket mounting is on the garage doorframe or near the garage door. No roof-mounted flagstaff is allowed. Multiple flag configurations and any flagstaff in excess of six (6) feet must be approved by the ACA prior to installation or display. Such flags may contain no more than twenty-four (24) square feet of material and must be of good taste and presentation.

d. Notwithstanding anything in this section to the contrary, an Owner may display Permitted Religious Items affixed to the Dwelling or in the yard of a Lot.

7.26 **No Lot Consolidation or Division.** No Lot may be subdivided. Lots may be replatted by the Lots directly affected by the replatting and subject to compliance with Applicable Law. A copy of the replat will be provided to the Association, provided that replatting will not affect or alter the number of votes or assessments allocated to the Lots as originally platted.

7.27 **Drainage Alteration Prohibited.** Unless approved by the ACA, no Owner will: (i) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the Dwelling, or (ii) install landscaping or other Improvements that may interfere with, obstruct or divert drainage flows established by the Declarant or any Builder. The foregoing shall not prevent or limit the Declarant from performing any grading work and/or changing any surface water drainage flow on any Lot.

7.28 **Construction Activities.** This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. If construction upon any Lot does not conform to usual practices in the area as determined by the Board in its sole good faith judgment, the Board will have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot, there is an excessive accumulation of debris of any kind that is offensive or detrimental to the Property or any portion thereof, then the Board may contract for or cause such debris to be removed, and the Owner of such Lot will be liable for all expenses incurred in connection therewith.

7.29 **Declarant and Builder Development and Construction.** Notwithstanding any other provision herein, Declarant, and its successors and assigns, and any Builders, will be entitled to conduct on the Property all activities normally associated with, and convenient to, the development of the Property and the construction and sale of Dwellings on the Property.

7.30 **Roofing.** The ACA may restrict the installation of roofing shingles that are primarily designed to be wind and hail resistant, provide heating and cooling efficiencies or provide solar generation capabilities ("**Specialized Shingles**") on any Dwelling if such Specialized Shingles do not resemble shingles used on other Dwellings, are less durable than shingles used on other Dwellings or do not match the aesthetics of the property surrounding the Lot on which such Dwelling is located.

7.31 **Xeriscaping.** Drought-resistant landscaping or water-conserving turf known as xeriscaping ("**Xeriscaping**") may be installed on a Lot. Approval by the ACA is required prior to installing Xeriscaping:

a. To obtain ACA approval of Xeriscaping, the Owner shall provide a request to the ACA in accordance with the Declaration, including the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**").

b. The decision of the ACA will be made in accordance with Article VI. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to

install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the board of directors of the Association, and the board need not adhere to this policy when considering any such request.

c. Each Owner is advised that if the Xeriscaping Application is approved by the ACA, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the ACA may require the Owner to: (iv) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (v) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACA to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

d. Unless otherwise approved in advance and in writing by the ACA, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must be aesthetically compatible with other landscaping in the Property as reasonably determined by the ACA. For purposes of this Xeriscaping policy, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the Property. For example, an Owner's Lot plan may be denied if the ACA determines that: (i) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall Property; and/or (ii) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent Owner, resulting in a reduction of aesthetic appeal of the adjacent Owner's Lot.

**7.32 Rainwater Harvesting Systems.** Rain barrels or rainwater harvesting systems (a "Rainwater Harvesting System") may be installed with the advance written approval of the ACA.

a. To obtain ACA approval of a Rainwater Harvesting System, the Owner shall provide the ACA with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application").

b. The decision of the ACA will be made in accordance with Article VI of the Declaration. Any proposal to install a Rainwater Harvesting System on Common Areas must be approved in advance and in writing by the ACA, and the ACA need not adhere to this policy when considering any such request.

c. Unless otherwise approved in advance and in writing by the ACA, each Rain System Application and Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

i. The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed within the Owner's Lot, as reasonably determined by the ACA.

ii. The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

iii. The Rainwater Harvesting System is in no event located between the front of the residence constructed within the Owner's Lot and any adjoining or adjacent street.

iv. There is sufficient area within the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the ACA.

If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's Lot, the ACA may regulate the size, type, shielding of, and materials used in the construction of Rainwater Harvesting System.

If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the common area, or another Owner's Lot, the ACA may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, common area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area or another Owner's Lot, any additional regulations imposed by the ACA to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the ACA.

**7.33 Solar Energy Systems.** In connection with the residential development of the Lots, Declarant may offer devices and/or structures that are used primarily to transform solar energy into thermal, chemical or electrical energy including roof-integrated photovoltaic roof tiles, roof-mounted panels or other roof-mounted devices that collect solar energy and generate energy by exposure to the sun ("**Solar Energy Systems**"). The components of the Solar Energy Systems may change in the future with the availability of newer technology or as may be installed by an Owner, subject to this Declaration. Solar Energy Systems may not be placed on or around any Dwelling during the Development Period except as may be installed by Declarant or otherwise as approved by Declarant. Following the Development Period, except with the written permission of the ACA, no Solar Energy Systems may be placed on or around any Dwelling. The ACA may deny permission to place Solar Energy Systems on or around any Dwelling if (1) the Solar Energy System does not comply with applicable laws; (2) the Solar Energy System is to be placed on any Common Area or any portion of the Property owned by the Declarant; (3) the Solar Energy System is to be placed anywhere other than an Owner's roof, patio or within such Owner's fenced yard; (4) the Solar Energy System is to extend beyond the roofline of any Dwelling; or (5) the Solar Energy System is to be taller than the Owner's fence.

a. **Shading Restrictions.** The generation of energy by Solar Energy Systems will be reduced or even eliminated if trees, other landscaping, structures or other Improvements are allowed to cause shading of the Solar Energy Systems. Therefore, for optimal operation and efficiency it is essential that the Solar Energy Systems have direct access to sunlight. To ensure optimal operation of the Solar Energy Systems, Declarant desires to set forth herein certain restrictions relating to the Solar Energy Systems and restrictions on obstruction to the Solar Energy

Systems. Subject to Section 7.31.b, neither the Association nor any Owner shall allow any trees, other landscaping, structures or other Improvement(s) to be installed or maintained within the Property, which cast or may at any time in the future cast a shadow over greater than ten percent (10%) of a solar collector absorption area upon the solar collector surface at any one time between the hours of 10 a.m. and 2 p.m. local time ("**Prohibited Shading**"). Before constructing or installing any Improvements, including, but not limited to, trees, other landscaping, structures or other Improvements on a Lot or any Common Area the Owner, or the Association as the case may be, shall ensure all such Improvements comply with the Shading Restrictions. In addition, each Owner shall comply with the architectural review and other requirements set forth in the Declaration and the requirements set forth in Section 7.30g below. All Owners and the Association must consider the height at maturity of all trees, shrubs and other landscaping and the location and the height of all structures and other Improvements installed on their respective Lot, in order to prevent Prohibited Shading of any Solar Energy Systems. Each Owner and the Association shall not permit the planting of any tree or other landscaping on any portion of the Property that, at its generally-accepted mature height, will likely cause Prohibited Shading whether the Solar Energy Systems are located on the Owner's Lot or on a neighboring Lot.

b. **Application of Shading Restrictions.** The Shading Restrictions shall not apply to Improvements that were installed or constructed by an Owner in compliance with the Shading Restrictions, prior to the installation of the Solar Energy Systems that are being shaded ("**Existing Improvements**"). Notwithstanding the foregoing, if an Owner has Existing Improvements which are causing or may in the future cause Prohibited Shading on Lots being developed by Declarant, such Existing Improvement shall be subject to the Shading Restrictions and Declarant shall have the right to require such Existing Improvements be removed at the sole cost and expense of the Owner on whose property the Existing Improvements are located. The Shading Restrictions are intended to apply, control and be enforceable regardless of the fact that an applicable local governmental agency or the ACA has issued an approval, authorization or permit for the Improvement causing the Prohibited Shading. These Prohibited Shading restrictions do not apply to shading caused by the residential structures or any other Improvements constructed or installed by Declarant within the Property.

c. **Maintenance Requirements.** Each Owner and the Association shall continually prune, cut-back and otherwise limit the height and fullness of trees, shrubs and other landscaping located within the Property owned or required to be maintained by the respective Owner and/or the Association to prevent Prohibited Shading within the Property.

d. **Impact of Shading Restrictions.** The Shading Restrictions mean that the dimensions of some Lots may not accommodate (i) the planting of any trees, or the planting of medium or large trees, in the yard area of the Lot, (ii) the installation of any upper-floor additions, roof-top structures or other tall Improvements, and/or (iii) the growth of trees and shrubs to mature heights. For example, the planting of shade trees and the construction of upper-floor additions may be prohibited as a result of the restriction against Prohibited Shading. Also, the Shading Restrictions may have the foregoing impacts on Lots on which no Solar Energy Systems are installed or constructed. Each Owner must carefully review and comply with the Shading Restrictions, in connection with the planning of all Improvements.

e. **Tree Selection.** Once the planned height and distance of trees has been determined, the Owner and the Association, in making any selection of trees to be planted on their respective Lots, shall select a tree species that has the appropriate mature height restriction.

f. **No Restriction on Adjacent Property.** In some cases the Lots may be adjacent to other real property that is not encumbered by this Declaration, similar prohibited shading covenants, or similar prohibitions against shading imposed by law. In such cases, adjacent real property might not be restricted from causing Prohibited Shading of any roof-mounted Solar Energy System installed on one or more of the Lots.

g. **Limited Scope of Review of Improvements.** As provided under this Declaration, all Improvements installed by Owners other than Declarant shall be approved by the ACA prior to installation in accordance with the procedures set forth in this Declaration. As part of such review, the ACA shall consider whether the Improvements will result in a violation of the Shading Restrictions, including without limitation, whether any trees or shrubs which have the potential to grow to a height that would result in a violation of the Shading Restrictions. The ACA's obligation shall be limited to requiring the Owner to obtain a certification from a landscape architect or solar or other consultant otherwise acceptable to the ACA ("**Shading Certification**"), as applicable, that the proposed Improvement will not result in Prohibited Shading of existing Solar Energy Systems, and the ACA shall be entitled to rely upon such Shading Certification and shall have no obligation to conduct any other independent review and shall have no liability to any Owner or the Association for any inaccuracies in the Solar Certification. The ACA shall not issue any approval to any Owner if the Improvements planned would result in Prohibited Shading of any Solar Energy Systems, including, without limitation, a Solar Energy System installed by Declarant. The ACA shall not be allowed to issue variances from the Shading Restrictions.

h. **Declarant Exemptions.** Declarant shall be exempt from any Shading Restrictions relating to Improvements constructed by Declarant.

i. **Declarant Solar Energy Systems.** Neither the Board of Directors nor the ACA as applicable shall approve and the Association shall not allow to be maintained any Improvement in the Property, which would result in Prohibited Shading of any Solar Energy Systems installed by Declarant or that may be constructed at a later date. Therefore the Board of Directors or ACA shall consider, as part of the application process under this Declaration, whether the Improvements proposed to be installed within a Lot will result in a violation of the Shading Restrictions, including without limitation, Improvements planned to be installed by Declarant on future Homes that could be shaded by the Improvements planned by the Owner.

7.34 **Leasing of Homes.** An owner has an affirmative but restricted right to lease the Dwelling on his Lot, subject to the terms of this Declaration, including without limitation, the ongoing right of the Board and the Association to make rules governing the occupancy and leasing of Dwellings.

a. **General Rules.** No Dwelling may be used for transient or hotel purposes. No house may be subdivided for rent purposes. Not less than an entire house may be leased (i.e., no boarding house use) and each lease must be for a minimum of six (6) months. Whether or not it is so stated in a lease, every lease is subject to this Declaration. An owner is responsible for providing his tenant with copies of this Declaration and rules promulgated by the Association and notifying him of changes thereto. Within fifteen (15) days following the execution of a lease for any Dwelling, the Owner shall provide the tenant's contact information, the commencement date of the lease and the term of the lease to the Association.

b. **Inspections by Owner.** The owner of a leased lot is responsible to the Association for periodic inspection and supervision of the appearance, condition, and maintenance of the yards

and the exteriors or all Improvements to ensure that the Improvements and lot are maintained to a level that is at least commensurate with the neighborhood standard and in compliance with this Declaration. An owner may not delegate to the occupants of the leased lot the owner's responsibility for inspection and supervision.

c. **Violations by Tenant.** Failure by the tenant or his invitees to comply with this Declaration, federal or state law, or local ordinance is hereby deemed to be a default under the lease, whether or not it is so stated in the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The owner of a leased lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of this Declaration against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of this Declaration against the owner's tenant.

d. **Applicability.** This Section applies to every owner of every lot, and to agents of owners, except that this Section does not apply to a house used for a purpose that is expressly protected by public ordinance or law.

## ARTICLE VIII. COMMON AREAS

8.1 **Association to Hold and Maintain.** The Association will own all Common Areas in fee simple title. The Association shall maintain, at the Association's cost, the Common Area and any Improvements and landscaping thereon in good repair. The Association shall also maintain the Common Maintenance Areas, at the Association's cost, to the extent the Board determines that such maintenance is desirable or is required by applicable law. The costs of such maintenance for the Common Areas and Common Maintenance Areas shall be the Association's responsibility, regardless if such cost was incurred during the Development Period. The Association will also establish a reserve fund, in an amount determined by the Board, to provide for any projected replacement of any Common Areas.

8.2 **Use of Common Areas at Own Risk.** Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Lot that the Association, its Board and committees, Declarant, and any Builder are not insurers of personal safety and that each person using the Common Area assumes all risks of personal injury and loss or damage to property, resulting from the use and enjoyment of any portion of the Common Area.

8.3 **Condemnation of Common Area.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto will be payable to the Association and will be used by the Association as the Board determines, in its business judgment, including, without limitation, (i) to purchase additional Common Areas to replace that which has been condemned, (ii) to reconstruct or replace on the remaining Common Area any Improvements that were on condemned Common Area, (iii) to pay for Common Expenses, or (iv) to be distributed to each Owner on a pro rata basis.

8.4 **Damage to Common Area.** If the Common Area or Improvements on the Common Maintenance Areas are damaged and if there are insurance proceeds sufficient to repair such damage to its

prior condition, then the Association shall cause such damage to be repaired or reconstructed unless there is a 67% or greater vote of all outstanding votes entitled to be cast within 90 days after the loss not to repair or reconstruct. If said 67% vote is cast not to repair or reconstruct such damage and no alternative improvements are authorized, the damaged property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

**8.5 Conveyance of Common Areas by Declarant to Association.** Declarant shall have the right to convey title to any portion of the Property owned by Declarant, or any easement interest therein, to the Association as Common Area, and the Association shall be required to accept such conveyance. Property conveyed by Declarant to the Association as Common Area shall be conveyed free and clear of monetary liens and encumbrances other than taxes and assessments imposed by governmental entities or districts authorized by Texas law. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the Records.

**8.6 Annual Inspection of Common Area - Budget.** From the period commencing at the expiration of the Development Period until 10 years thereafter, the Association shall at least annually examine the condition of the Common Area to evaluate the quality, frequency, and adequacy of maintenance performed during the preceding year, and to recommend maintenance for the upcoming year. The examination and report may be performed by one or more experts hired by the Association for this purpose, such as a professional property manager, an engineer, or professional contractors such as landscapers and brick masons. Within 15 days after performing the inspection, the expert should submit to the Board a written report with findings and recommendations. The Board should evaluate the Association's operating budget and reserve accounts for maintenance, repair, and replacement in light of the expert's findings and recommendations. Any decision by the Board to reduce or defer recommended maintenance should be made with an evaluation of the potential consequences for future costs and deterioration. An expert's report is a record of the Association that is available to Owners for inspection and copying.

## ARTICLE IX. EASEMENTS

**9.1 Easement for Utilities on Common Area.** During the Development Period, the Declarant, on behalf of itself, reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for the construction, installation, use and maintenance for utilities, including without limitation, water, sewer, electric, cable television, telephone, natural gas and storm water, and drainage related structures and improvements. The Association will also have the right to grant the easements described in this Section 9.1.

**9.2 Easement to Correct Drainage on Property.** For a period of 5 years after the expiration of the Development Period, Declarant hereby reserves for the benefit of Declarant and any Builder, a blanket easement on, over and under the ground within the Property (excluding the area where the Dwelling is located) to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and will be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein will be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property. Any damage to a Lot caused by or due to the exercise of the foregoing drainage easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

**9.3 Easement for Right to Enter Lot.** If the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association will have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein will not be deemed a trespass, and the Association will not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence. **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 9.3 (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

**9.4 Easement for Right to Enter and Inspect Common Area.** For a period of 10 years after the date of the expiration of the Development Period, Declarant shall have the right, but not the obligation, to enter upon the Common Area for purposes of inspecting and repairing the Common Area and/or any Improvements thereon at Declarant's expense; provided; however, nothing contained herein shall obligate Declarant to make any inspections or repairs.

**9.5 Temporary Easement to Complete Construction.** All Lots will be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors, and assigns, over and upon the front, side and rear yards of the Lots as may be expedient or necessary for the construction, servicing and completion of Dwellings and landscaping upon adjacent Lots, provided that such easement will terminate as to any Lot 24 months after the date such Lot is conveyed to an Owner other than a Builder. Any damage to a Lot caused by Declarant due to exercise of the foregoing completion easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

**9.6 Association Easement.** Declarant hereby reserves the Association Easement over, upon and across each Lot for the benefit of the Declarant and the Association for the purpose of placing, constructing and maintaining the Entry Signs, the Association Maintenance Features, any Common Maintenance Areas, and any landscaping owned and/or maintained by the Association in a Common Area. Entry upon the Lot as provided herein will not be deemed a trespass, and the Association will not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence. **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 9.6 (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

## ARTICLE X.

### ANNEXATION AND WITHDRAWAL; SUPPLEMENTAL DECLARATIONS

10.1 **Annexation by Declarant.** During the Development Period, Declarant may, at its sole option, annex real property into the Association and subjecting such real property to the terms hereof, including, without limitation, any property platted as part of Wall Street Village community (whether identified as a separate phase of Wall Street Village or otherwise), in which case such additional property and any common areas will be included in the definition of "Property" or "Common Area", as appropriate, and any reference to "Wall Street Village" will include such additional property; provided; however, Declarant shall not have the right to annex real property that is located more than 1 mile from the Property (as such term may be amended), without a vote as provided in Section 10.2 below.

10.2 **Annexation by Association.** The Association may annex any real property into the Association and subject such real property to the terms hereof by an affirmative vote of 67% or greater of all outstanding votes that are entitled to be cast.

10.3 **Recording of Annexation.** The annexation of such real property shall be evidenced by a written Recorded document.

10.4 **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Member to annex any real property, and no owner of any property excluded from the Association shall have any right to have such property annexed thereto.

10.5 **Withdrawal of Property.** During the Development Period, Declarant may amend this Declaration to withdraw any real property that does not have a Recorded plat from the definition of the Property and from the coverage of this Declaration, provided that the owner of real property to be withdrawn consents to such withdrawal.

10.6 **Supplemental Declarations.** From time to time during the Development Period, Declarant may file one or more Supplemental Declarations that may contain such other provisions established by Declarant in Declarant's sole and absolute discretion.

## ARTICLE XI. DISPUTE RESOLUTION

11.1 **Introduction & Definitions.** The Association, the Owners, Declarant, and all persons subject to this Declaration (individually a "Party" and collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Association and/or the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

a. **"Claim"** means any claim, grievance, or dispute between the Parties arising from or related to this Declaration, the Bylaws or the Certificate for the Property or related to the Common Areas or any Improvements of any kind to the Common Areas, except Exempt Claims as defined below. Claims include, without limitation: (i) Claims arising out of or relating to the interpretation, application or enforcement of the Restrictions; (ii) Claims relating to the rights and/or duties of Declarant as Declarant under the Restrictions; and (iii) Claims relating to the design, construction or maintenance of the Common Maintenance Areas and/or the Property.

b. **"Claimant"** means any Party having a Claim against any other Party.

c. **"Exempt Claims"** means the following claims or actions, which are exempt from this Article: (i) the Association's claim for assessments, and any action by the Association to collect assessments; (ii) an action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration; (iii) enforcement of the easements, architectural control, maintenance, and use restrictions of this Declaration; (iv) a suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article; and (v) a dispute that is subject to alternate dispute resolution - such as mediation or arbitration - by the terms of a public law or another instrument, such as a contract or warranty agreement, in which case the dispute is exempt from this Article, unless the Parties agree to have the dispute governed by this Article.

d. **"Respondent"** means the Party against whom the Claimant has a Claim.

11.2 **Mandatory Procedures.** It is intended that all Claims will be resolved amicably, without the necessity of time-consuming and costly litigation. Accordingly, Declarant, the Association, the Board, and all Owners shall be bound by the following dispute resolution procedures of this ARTICLE XI.

11.3 **Notice.** Claimant must notify Respondent in writing of a Claim (the "Notice"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision(s) of the Declaration, Bylaws, Certificate or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Section 11.3.

11.4 **Right to Cure.** If the Notice sets forth a Claim regarding an alleged defect or defects (whether one or more, the "Alleged Defects") in any Improvements on any portion of the Common Area or the Property, Respondent shall have the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

a. **Notice of Alleged Defect.** If a Claimant discovers an Alleged Defect, within fifteen (15) days after discovery thereof Claimant shall give written notice of the Alleged Defect ("**Notice of Alleged Defect**") to the other Party who constructed the Improvement with respect to which the Alleged Defect relates.

b. **Right to Enter, Inspect, Repair and/or Replace.** Within a reasonable time after the receipt by a Party of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by a Party, such Party shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into the Common Area, areas of Association responsibility, or any other portion of the Property for the purposes of inspecting and/or conducting testing and, if deemed necessary such Party at its sole discretion, repairing and/or replacing such Alleged Defect. In conducting such inspection, testing, repairs and/or replacement, the Party shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

c. **No Additional Obligations; Irrevocability and Waiver of Right.** Nothing set forth in this Article shall be construed to impose any obligation on a Party to inspect, test, repair,

or replace any item or Alleged Defect for which such Party is not otherwise obligated under applicable law or any warranty provided by such Party. The right reserved to a Party to enter, inspect, test, repair and/or replace an Alleged Defect shall be irrevocable and may not be waived or otherwise terminated with regard to such Party except by a Recorded, written document executed by such Party.

**11.5 Legal Actions.** All legal actions initiated by a Claimant shall be brought in accordance with and subject to this ARTICLE XI. If a Claimant initiates any legal action, cause of action, regulatory action, proceeding, mediation, or arbitration alleging (1) damages for costs of repairing an Alleged Defect ("~~Alleged Defect Costs~~"), (2) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (3) for any consequential damages resulting from such Alleged Defect, any judgment or award in connection therewith shall first be used to correct and or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect. If the Association as a Claimant recovers any funds to repair an Alleged Defect, any excess funds remaining after repair of such Alleged Defect shall be paid in to the Association's reserve fund. If the Association is a Claimant, the Association must provide a written notice to all Owners prior to initiation of any legal action, regulatory action, cause of action, proceeding, mediation or arbitration which notice shall include at a minimum (1) a description of the Alleged Defect; (2) a description of the attempts of the other Party to correct such Alleged Defect and the opportunities provided to the other Party to correct such Alleged Defect; (3) a certification from an architect or engineer licensed in the State of Texas that such Alleged Defect exists along with a description of the scope of work necessary to cure such Alleged Defect and a resume of such architect or engineer; (4) the estimated Alleged Defect Costs; (5) the name and professional background of the attorney retained by the Association to pursue the Claim and a description of the relationship between such attorney and member(s) of the Board or the Association's management company (if any); (6) a description of the fee arrangement between such attorney and the Association; (7) the estimated attorneys' fees and expert fees and costs necessary to pursue the Claim and the source of the funds which will be used to pay such fees and expenses; (8) the estimated time necessary to conclude the Claim; and (9) an affirmative statement from a majority of the members of the Board that the action is in the best interests of the Association and its Members.

**11.6 Alternative Dispute Resolution.**

a. **Negotiation.** Each Party to a Claim shall make every reasonable effort to meet in person and confer for the purpose of resolving a Claim by good faith negotiation. Each Party to the Claim shall bear their own attorneys' fees and costs in connection with such negotiation.

b. **Mediation.** If the Parties cannot resolve their Claim within such time period as may be agreed upon by such Parties (the "**Termination of Negotiations**"), the Party instituting the Claim (the "**Disputing Party**") shall have thirty (30) days after the Termination of Negotiations within which to submit the Claim to mediation pursuant to the mediation procedures adopted by the American Arbitration Association or any successor thereto or to any other independent entity providing similar services upon which the Parties to the Claim may mutually agree. No person shall serve as a mediator in any Claim in which such person has a financial or personal interest in the result of the mediation, except by the written consent of all Parties to the Claim. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process. If the Disputing Party does not submit the Claim to mediation within thirty days after Termination of Negotiations, the Disputing Party shall be deemed to have waived any claims related to the Claim and all other Parties to the Claim shall be released and discharged from any and all liability

to the Disputing Party on account of such Claim; provided, nothing herein shall release or discharge such Party or Parties from any liability to persons or entities not a Party to the foregoing proceedings.

c. **Position Memoranda; Pre-Mediation Conference.** Within ten (10) days of the selection of the mediator, each Party to the Claim shall submit a brief memorandum setting forth its position with regard to the issues to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all Parties to the Claim shall attend unless otherwise agreed. The mediation shall commence within ten (10) days following submittal of the memoranda to the mediator and shall conclude within fifteen (15) days from the commencement of the mediation unless the Parties to the Claim mutually agree to extend the mediation period. The mediation shall be held in the County where the Property is located or such other place as is mutually acceptable by the Parties to the Claim.

d. **Conduct of Mediation.** The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Claim. The mediator is authorized to conduct joint and separate meetings with the Parties to the Claim and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties to the Claim agree to obtain and assume the expenses of obtaining such advice as provided in Section 11.6.g below. The mediator does not have the authority to impose a settlement on any Party to the Claim.

e. **Exclusion Agreement.** Any admissions, offers of compromise or settlement negotiations or communications at the mediation shall be excluded in any subsequent dispute resolution forum.

f. **Parties Permitted at Sessions.** Persons other than the Parties to the Claim may attend mediation sessions only with the permission of all Parties to the Claim and the consent of the mediator. Confidential information disclosed to a mediator by the Parties to the Claim or by witnesses in the course of the mediation shall be kept confidential. There shall be no stenographic record of the mediation process.

g. **Expenses of Mediation.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses or the cost of any expert advice produced at the direct request of the mediator, shall be borne equally by the Parties to the Claim unless agreed to otherwise. Each Party to the Claim shall bear their own attorneys' fees and costs in connection with such mediation.

11.7 **Final and Binding Arbitration.** If the Parties cannot resolve their Claim pursuant to the procedures described in Section 11.6 above, the Disputing Party shall have thirty (30) days following termination of mediation proceedings (as determined by the mediator) to submit the Claim to final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified or as otherwise provided in this Section 11.7. If the Disputing Party does not submit the Claim to arbitration within thirty days after termination of mediation proceedings, the Disputing Party shall be deemed to have waived any claims related to the Claim and all other Parties to the Claim shall be released and discharged from any and all liability to the Disputing Party on account of such Claim;

provided, nothing herein shall release or discharge such Party or Parties from any liability to a person or entity not a Party to the foregoing proceedings.

H.8 The existing Parties to the Claim shall cooperate in good faith to ensure that all necessary and appropriate Parties are included in the arbitration proceeding. Subject to the limitations imposed in this Section 11.7, the arbitrator shall have the authority to try all issues, whether of fact or law.

a. **Place.** The arbitration proceedings shall be heard in the County where the Property is located or such other place as is mutually acceptable by the Parties to the Claim.

b. **Arbitration.** A single arbitrator shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by the American Arbitration Association with experience in relevant matters which are the subject of the Claim. The arbitrator shall not have any relationship to the Parties or interest in the Property. The Parties to the Claim shall meet to select the arbitrator within ten (10) days after service of the initial complaint on all defendants named therein.

c. **Commencement and Timing of Proceeding.** The arbitrator shall promptly commence the arbitration proceeding at the earliest convenient date in light of all of the facts and circumstances and shall conduct the proceeding without undue delay.

d. **Pre-hearing Conferences.** The arbitrator may require one or more pre-hearing conferences.

e. **Discovery.** The Parties to the Claim shall be entitled to limited discovery only, consisting of the exchange between the Parties of the following matters: (i) witness lists; (ii) expert witness designations; (iii) expert witness reports; (iv) exhibits; (v) reports of testing or inspections of the property subject to the Claim, including but not limited to, destructive or invasive testing; and (vi) trial briefs. Any other discovery shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the Parties to the Claim. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

f. **Limitation on Remedies/Prohibition on the Award of Punitive Damages.** Notwithstanding contrary provisions of the Commercial Arbitration Rules, the arbitrator in any proceeding shall not have the power to award punitive or consequential damages; however, the arbitrator shall have the power to grant all other legal and equitable remedies and award compensatory damages. The arbitrator's award may be enforced as provided for in the Texas Arbitration Act, Tex. Civ. Prac. & Rem. Code § 171.001 et seq., or such similar law governing enforcement of awards in a trial court as is applicable in the jurisdiction in which the arbitration is held.

g. **Motions.** The arbitrator shall have the power to hear and dispose of motions, including motions to dismiss, motions for judgment on the pleadings, and summary judgment motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summary issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

h. **Expenses of Arbitration.** Each Party to the Claim shall bear all of its own costs incurred prior to and during the arbitration proceedings, including the fees and costs of its attorneys.

or other representatives, discovery costs, and expenses of witnesses produced by such Party. Each Party to the Claim shall share equally all charges rendered by the arbitrator unless otherwise agreed to by the Parties.

i. **Statute of Limitations.** Nothing in this Article shall be considered to toll, stay, or extend any applicable statute of limitations.

**11.9 Enforcement of Resolution.** If the Parties to a Claim resolve such Claim through negotiation or mediation in accordance with Section 11.6 above, and any Party thereafter fails to abide by the terms of such negotiation or mediation, or if an arbitration award is made in accordance with Section 11.7 and any Party to the Claim thereafter fails to comply with such resolution or award, then the other Party to the Claim may file suit or initiate administrative proceedings to enforce the terms of such negotiation, mediation, or award without the need to again comply with the procedures set forth in this Article. In such event, the Party taking action to enforce the terms of the negotiation, mediation, or the award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro-rata), all costs incurred to enforce the terms of the negotiation, mediation or award including, without limitation, attorneys' fees and court costs.

**11.10 General Provisions.** A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not a party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article.

**11.11 Litigation Approval and Settlement.** In addition to and notwithstanding the above alternate dispute resolution procedures, the Association may not initiate any judicial, arbitration or administrative proceeding without the prior approval of Owners of at least seventy five percent (75%) of the Lots, except that no such approval is required (1) to enforce provisions of this Declaration, including collection of assessments; (2) to challenge condemnation proceedings; (3) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (4) to defend claims filed against the Association or to assert counterclaims in a proceeding instituted against the Association; or (5) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo. Also, the Association may not initiate any judicial, arbitration or administrative proceeding against Declarant without the approval of Owners of at least seventy five percent (75%) of the Lots. The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims. This Section 11.11 may not be amended without the approval of Owners of at least seventy five percent (75%) of the Lots.

**11.12 Other Dispute Resolutions.** Notwithstanding Declarant's intent to submit any controversy or Claim (as defined above) arising out of or relating to this Declaration or the Property to arbitration as provided in this ARTICLE XI, in the event that a court of competent jurisdiction shall determine or a relevant law shall provide that a particular dispute is not subject to the arbitration provisions in this ARTICLE XI, then the Parties agree to the following provisions:

**11.13 Waiver of Trial by Jury.** EACH OWNER ACKNOWLEDGES THAT THIS DECLARATION IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DECLARATION AND ANY CLAIM (AS DEFINED IN ARTICLE XI OF THIS DECLARATION) ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. EACH OWNER AGREES THAT ANY SUCH CLAIM,

PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSSCLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS DECLARATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

## ARTICLE XII. MISCELLANEOUS

12.1 **Declaration Term - Perpetual.** Unless all outstanding votes that are entitled to be cast approve the termination of this Declaration, the provisions of this Declaration shall run with and bind the Property and shall be and remain in effect perpetually to the extent permitted by law. A written instrument terminating this Declaration shall not be effective unless Recorded.

### 12.2 Amendments to Declaration.

a. **Amendment by Declarant.** This Declaration may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone during the Development Period; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast by members of the Association. No amendment will be effective without the written consent of Declarant, its successors or assigns, during the Development Period. Specifically, and not by way of limitation, during the Development Period Declarant may unilaterally amend this Declaration: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots; (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development; or (e) as Declarant may otherwise determine.

b. **Amendment by Association.** The Association may amend this Declaration by an affirmative vote of sixty seven percent (67%) or greater of all outstanding votes entitled to be cast.

12.3 **Enforcement by Association and/or Owner.** The Association or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction of this Declaration will in no event be deemed a waiver of the right to do so in the future.

12.4 **Remedies; Cumulative.** In the event any Lot does not comply with the terms herein or any Owner fails to comply with the terms herein, the Association and/or any Owner will have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and any rules and regulations, and those which may be available at law or in equity, including, without limitation, enforcement of any lien, damages, injunction, specific performance, judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or

available at law or in equity will be deemed mutually exclusive of any other such remedy, but instead shall be cumulative.

**12.5 Notice to Association of Sale or Transfer.** Any Owner (other than Declarant) desiring to sell or otherwise transfer title to his or her Lot shall give the Board written notice of the name and address of the purchaser or transferee, within 30 days after the date of such transfer of title, and such other information as the Board may reasonably require. With the Board's approval, and subject to applicable laws, a number of independent fees may be charged in relation to the transfer of title to a Lot, including but not limited to fees for resale certificates, estoppel certificates, copies of this Declaration, the Bylaws, and/or Certificate, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind, and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against regular or Special Assessments. Transfer-related fees do not apply to the following transfers unless a party to the transfer requests the corresponding documentation: foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; transfer to, from, or by the Association; voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This Section 12.5 does not obligate the Board or the manager to levy transfer-related fees.

**12.6 Limitation on Interest.** All agreements between any Owner and the Association and/or Declarant are expressly limited so that the amount of interest charged, collected, or received on account of such agreement shall never exceed the maximum amount permitted by applicable law. If, under any circumstances, fulfillment of any provision of this Declaration or of any other document requires exceeding the lawful maximum interest rates, then, ipso facto, the obligation shall be reduced to comply with such lawful limits. If an amount received by the Association and/or Declarant should be deemed to be excessive interest, then the amount of such excess shall be applied to reduce the unpaid principal and not to the payment of interest. If such excessive interest exceeds the unpaid balance due to the Association and/or Declarant, then such excess shall be refunded to Owner.

**12.7 Construction and Interpretation.** This Declaration shall be liberally construed and interpreted to give effect to its purposes and intent, except as otherwise required by law.

**12.8 Notices.** Except as otherwise provided in the Bylaws or this Declaration, all notices, demands, bills, statements and other communications under this Declaration shall be in writing and shall be given personally or by mail. Notices that are mailed shall be deemed to have been duly given three (3) days after deposit, unless such mail service can prove receipt at an earlier date. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address for a Lot with the Association, then the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, then notice to one co-owner is deemed notice to all co-owners. Attendance by a Member at any meeting shall constitute waiver of notice by the Member of the time, place and purpose of the meeting. Written waiver of notice of a meeting, either before or after a meeting, of the Members shall be deemed the equivalent of proper notice.

**12.9 Not a Condominium.** This document does not and is not intended to create a condominium within the meaning of the Texas Uniform Condominium Act, Tex. Prop. Code Ann., Section 82.001, et seq.

**12.10 Severability.** Invalidation of any one of these covenants, conditions, easements or restrictions by judgment or court order will in no manner affect any other provisions which will remain, in full force and effect.

**12.11 Rights and Obligations Run With Land.** The provisions of this Declaration are covenants running with the Property and will inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. No Lot is exempt from the terms set forth herein. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed will be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed. Notwithstanding any provision herein, the rights of Declarant as provided herein shall not run with the land, but instead may only be transferred or assigned as provided in Section 12.12 herein.

**12.12 Assignment of Declarant's Rights.** Declarant may assign, in whole or in part, its rights as Declarant by executing a document assigning such rights. There may be more than one Declarant, if Declarant makes a partial assignment of the Declarant status. Upon designation of a successor Declarant, all rights, obligations and responsibilities of the former Declarant in and to such status as "Declarant" shall cease (but only to the extent assigned, in the case of a partial assignment); provided, however, the former Declarant shall continue to be afforded the protections granted herein to Declarant for actions performed by former Declarant during the time period that the former Declarant was Declarant.

**12.13 Disclaimer Regarding Security.** Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants, invitees, and licensees that the Association, its Board and committees and the Declarant are not insurers and that each person using any portion of the Property assumes all risks for loss or damage to persons, to Lots and to the contents of Lots resulting from acts of third parties.

**12.14 Adjacent Land Use.** Although this Declaration may contain disclosures about the Property or its location on the date of this Declaration, Declarant makes no representation that these are the only noteworthy features of the Property or its location. A prospective owner or resident must make his own inspection of the Property, its location and nearby land uses, and make inquiries of anything that concerns him. Declarant makes no representation of any kind as to current or future uses - actual or permitted - of any land that is adjacent to or near the Property, regardless of what the Plat or any future plat shows as potential uses of adjoining land. Declarant and the Association cannot and do not guaranty scenic views or that views will be preserved without impairment, volumes of traffic on streets around and through the Property, availability of schools or shopping, or any other aspect of the Property that is affected by the uses or conditions of adjacent or nearby land, water, or air.

**12.15 Mortgage Provisions.** An institutional holder, insurer, or guarantor of a first mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot ("Mortgage") which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an "Eligible Mortgage Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration relating to such Lot or the Owner or occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

12.16 **Attorneys' Fees and Court Costs.** If litigation is instituted to enforce any provision herein, then the prevailing party shall be entitled to all attorneys' fees and court costs related to such legal action.

12.17 **Gender.** All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, will include all other genders, and the singular will include the plural, and vice versa.

12.18 **Headings.** The headings contained in this Declaration are for reference purposes only and will not in any way affect the meaning or interpretation of this Declaration.

12.19 **Conflicts.** In the event of conflict between this Declaration and any Bylaws, rules, regulations or Certificate, this Declaration will control.

12.20 **Exhibits.** All exhibits referenced in this Declaration as attached hereto are hereby incorporated by reference.

*Signature continued on following page*

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the day and year written below.

**DECLARANT:**

**MERITAGE HOMES OF TEXAS, LLC,**  
an Arizona limited liability company

By: *David Jordan*

Printed Name: David Jordan

Title: Sr. Vice President of Land

Date: 6-6-22

STATE OF TEXAS

COUNTY OF Harris

The foregoing instrument was acknowledged before me on this the 6 day of June, 2022, 2022, by David Jordan, the Sr. Vice President of of Meritage Homes of Texas, LLC, an Arizona limited liability company, on behalf of said company and

*Irene Chavez*  
Notary Public, State of Texas

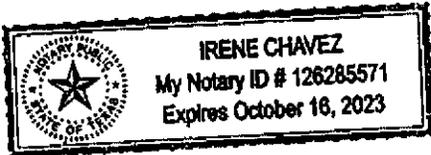


EXHIBIT "A"The Property

Being a 45.131 acre (1,965,921 square feet) tract of land located in the Jane H. Long League Survey, Abstract No. 55; said 45.131 acres being all of a called 45.135 acre tract recorded in the name of Meritage Homes of Texas, LLC in Fort Bend County Clerk's File (F.B.C.C.F.) No. 2021144504; said 45.131 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83):

**BEGINNING** at a 5/8-inch iron rod with "RPLS 1943" cap found at the northeast corner of said 45.135 acre tract, being the southeast corner of a called 0.524 acre tract recorded in the name of City of Richmond, Texas in F.B.C.C.F. No. 2016144185, and being on the northwest line of a called 0.852 acre tract recorded in the name of City of Richmond, Texas in F.B.C.C.F. No. 2016144200, for the northeast corner of the herein described tract;

**THENCE**, with the line common to said 0.852 and said 45.135 acre tracts, South 21 degrees 40 minutes 42 seconds West, a distance of 1,124.13 feet to an angle point at the south corner of said 45.135 acre tract, the southwest corner of said 0.852 acre tract, being on the northeast line of a called 2.9772 acre tract recorded in the name of NRG Texas Power LLC in F.B.C.C.F. No. 2007089660, for the south corner of the herein described tract (from which a 5/8-inch iron rod with "1535-4035" cap found bears South 00 degrees 57 minutes East, a distance of 0.4 feet);

**THENCE**, with the lines common to said 2.9772 and 45.135 acre tract, North 68 degrees 07 minutes 55 seconds West, a distance of 1,034.51 feet to a 5/8-inch iron rod with "1535-4035" cap found for an angle point at the east corner of a called 0.259 acre tract recorded in the name of NRG Texas, LP in F.B.C.C.F. No. 2006113439;

**THENCE**, with the line common to said 45.135 and 0.259 acre tracts, North 32 degrees 52 minutes 04 seconds West a distance of 173.21 feet to a 5/8-inch iron rod with "Texas Genco" cap found for an angle point;

**THENCE**, with the southwest line of said 45.135 acre tract, being the northeast line of said 0.259 acre tract and a called 2.746 acre tract recorded in the name of NRG Texas, LP in F.B.C.C.F. No. 2006113439, North 68 degrees 07 minutes 55 seconds West a distance of 1,224.68 feet to a 5/8-inch iron rod with Miller Survey Group ("M.S.G.") cap set at the west corner of said 45.135 acre tract, being on the southeast Right-of-Way (R.O.W.) line of F.M. 2218 (100' wide per Volume 335, Page 551, Fort Bend County Deed Records (F.B.C.D.R.)), for the southwest corner of the herein described tract (from which a 1/2-inch iron pipe found bears South 45 degrees 42 minutes West, a distance of 0.5 feet);

**THENCE**, with the northwest line of said 43.135 acre tract, being the southeast R.O.W. line of said F.M. 2218, North 38 degrees 40 minutes 42 seconds East, a distance of 451.12 feet to a 5/8-inch iron rod with "1535-4035" cap found at the westerly northwest corner of said 43.135 acre tract and the herein described tract;

**THENCE**, with the northerly lines of said 43.135 acre tract, the following two (2) courses:

South 50 degrees 59 minutes 46 seconds East, a distance of 460.01 feet to a 5/8-inch iron rod found for an inner corner;

North 38 degrees 40 minutes 42 seconds East, a distance of 398.95 feet to a 5/8-inch iron rod with "M.S.G." cap set on the southwest R.O.W. line of Wall Street (80' wide per Slide No. 1492A, Fort Bend County Plat Records (F.B.C.P.R.) (from which a 5/8-inch iron rod with "1535-4035" cap bears North 32 degrees 58 minutes East a distance of 0.9 feet);

**THENCE**, with the southwest R.O.W. line of said Wall Street, being a north line of said 43.135 acre tract, South 50 degrees 59 minutes 46 seconds East, a distance of 47.90 feet to a 5/8-inch iron rod with "M.S.G." cap set for the south end of the terminus of said Wall Street, for an inner corner of the herein described tract (from which a 5/8-inch iron-rod with "1535-4035" cap found bears North 02 degrees 57 minutes East a distance of 1.0 feet);

**THENCE**, with the terminus of said Wall Street, and the southeast line of Restricted Reserve "A" of Richmond Heights Subdivision, Section One, a subdivision of record in Slide No. 1492A, F.B.C.P.R., being a north line of said 43.135 acre tract, North 39 degrees 00 minutes 14 seconds East, a distance of 372.24 feet to a 1/2-inch iron rod found at the northeast corner of said Unrestricted Reserve "A", being on the southwest line of Reserve "A" of Wal-Mart Richmond Reserves, a subdivision of record in Plat No. 20080009, F.B.C.P.R., being the north corner of said 43.135 acre tract and the herein described tract (from which a 5/8-inch iron rod with "1535-4035" cap found bears North 24 degrees 49 seconds East, a distance of 1.0 feet);

**THENCE**, with the lines common to said Reserve 'A' and said 45.135 acre tract, the following two (2) courses:

South 50 degrees 59 minutes 46 seconds East, a distance of 905.63 feet to a 5/8-inch iron rod found at the south corner of said Reserve 'A';

North 39 degrees 00 minutes 14 seconds East, a distance 363.58 feet to a 5/8-inch iron rod with "1535-4035" cap found at the west corner of a called 5.350 acre tract recorded in the name of City of Richmond in F.B.C.C.F. No. 2016144185 and angle point for herein described tract;

**THENCE**, with the line common to said 5.350 and 45.135 acre tracts, South 60 degrees 40 minutes 52 seconds East, a distance of 588.43 feet to the **POINT OF BEGINNING** and containing 45.131 acres of land.

EXHIBIT "B"

Common Areas

Upon Recording of a final Plat of all or a portion of the Property which includes any Common Area(s), Declarant will supplement this Exhibit "B" to include the description of such Common Area(s) as shown on the final Recorded Plat.:



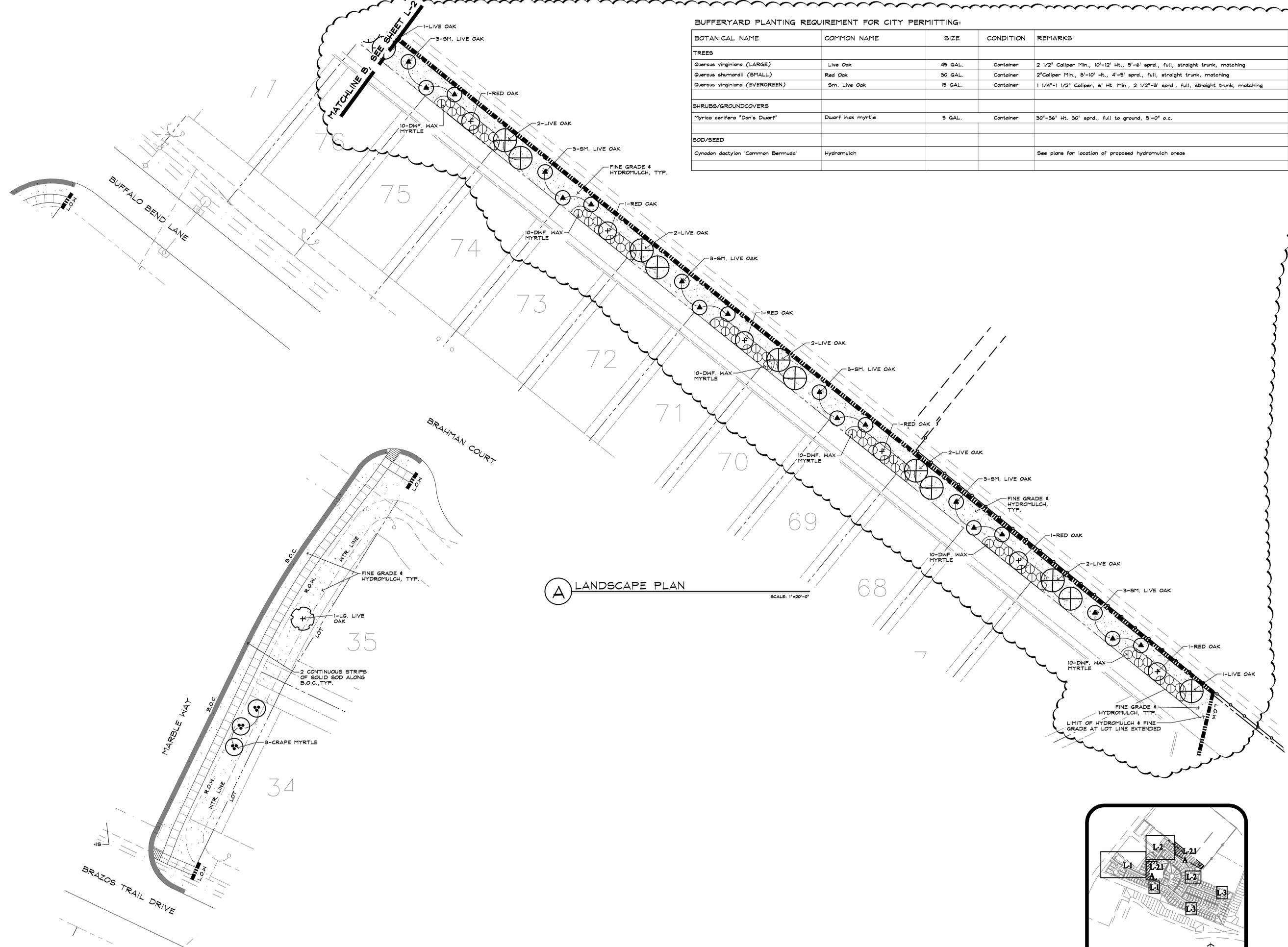
**KGA DeForest**  
Landscape Architecture  
24275 KATY FWY, #300 KATY, TX 77454  
281.945.3922 KGADEFORST.COM



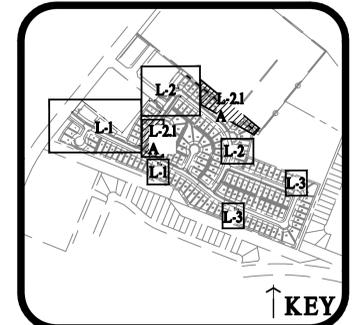
4/19/2024  
"For regulatory approval, permitting or construction."

**BUFFERYARD PLANTING REQUIREMENT FOR CITY PERMITTING:**

BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	REMARKS
<b>TREES</b>				
Quercus virginiana (LARGE)	Live Oak	45 GAL.	Container	2 1/2" Caliper Min., 10'-12' Ht., 5'-6' sprd., full, straight trunk, matching
Quercus shumardii (SMALL)	Red Oak	30 GAL.	Container	2" Caliper Min., 8'-10' Ht., 4'-5' sprd., full, straight trunk, matching
Quercus virginiana (EVERGREEN)	Sm. Live Oak	15 GAL.	Container	1 1/4"-1 1/2" Caliper, 6' Ht. Min., 2 1/2"-3' sprd., full, straight trunk, matching
<b>SHRUBS/GROUNDCOVERS</b>				
Myrica cerifera "Don's Dwarf"	Dwarf Wax myrtle	5 GAL.	Container	30"-36" Ht. 30" sprd., full to ground, 5'-0" o.c.
<b>SOD/SEED</b>				
Cynodon dactylon 'Common Bermuda'	Hydromulch			See plans for location of proposed hydromulch areas

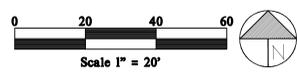


**WALL STREET VILLAGE  
LANDSCAPE ENHANCEMENTS**  
Meritage Homes of Texas, LLC  
Fort Bend County, TX



**Landscape Plan**

Date: 04/19/2024  
Scale: 1"=20'-0"  
Job No: 270-23-41  
Revised: 4/19/24 REV. C & E ADDED TO LI SCOPE OR WORK  
7/19/24 REV. E LANDSCAPE ADDED



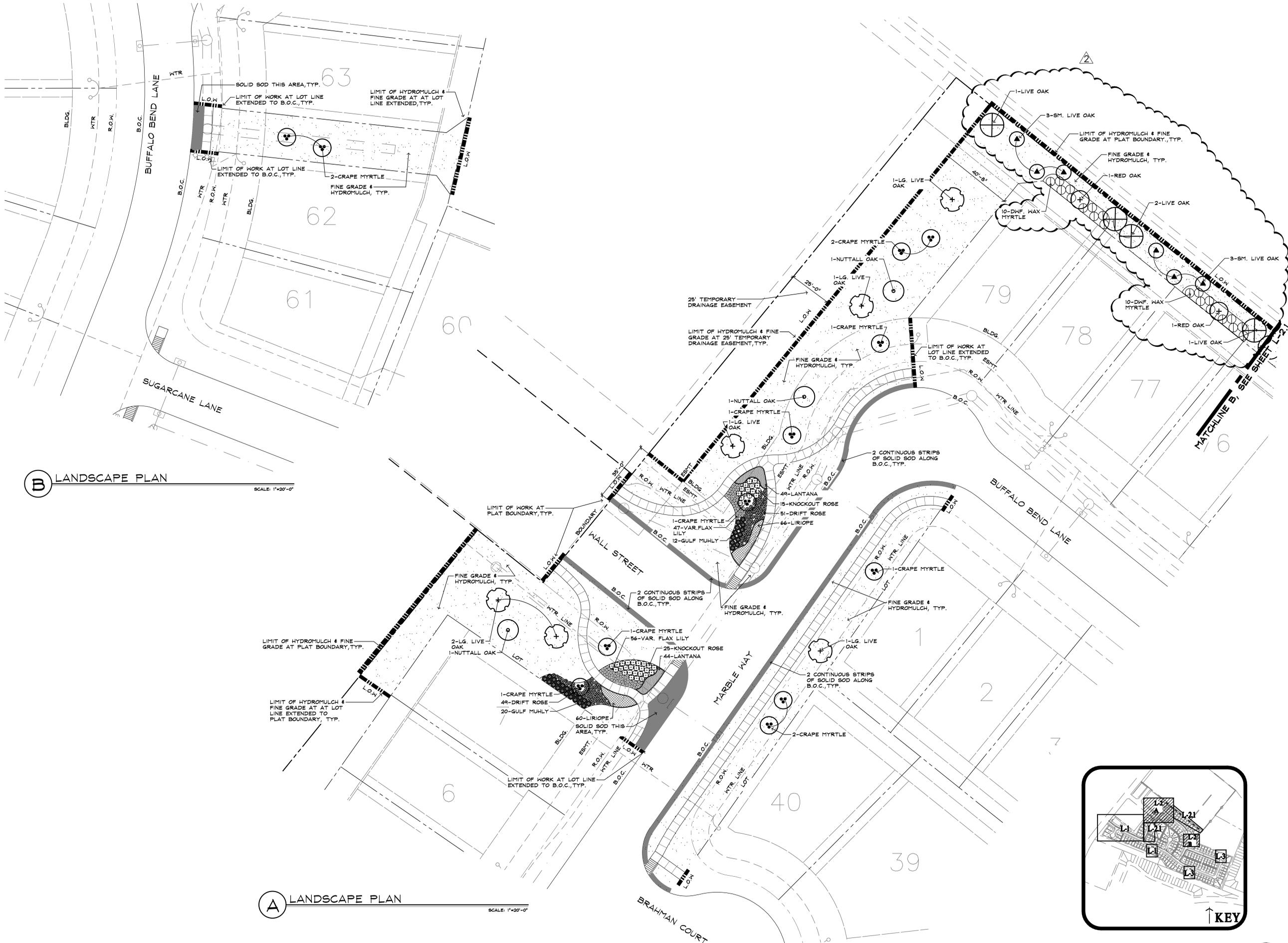
**L-2.1**



**KGA DeForest**  
Landscape Architecture  
24275 KATY FWY, #300 KATY, TX 77454  
281.945.3922 KGADEFORREST.COM



4/19/2024  
"For regulatory approval, permitting or construction."

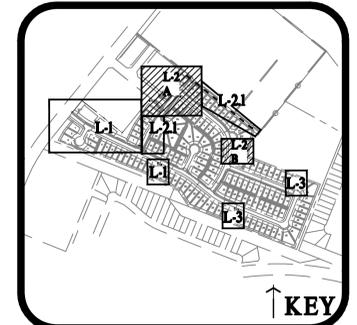


**B** LANDSCAPE PLAN  
SCALE: 1"=20'-0"

**A** LANDSCAPE PLAN  
SCALE: 1"=20'-0"

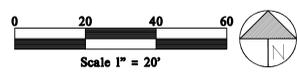
# WALL STREET VILLAGE LANDSCAPE ENHANCEMENTS

Meritage Homes of Texas, LLC  
Fort Bend County, TX



**Landscape Plan**

Date: 04/19/2024  
Scale: 1"=20'-0"  
Job No: 270-23-41  
Revised: 4/25/24 RES. C & E ADDED TO 1.500'S OF WORK  
7/19/24 RES. E LANDSCAPE ADDED





# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A18. Review and consider taking action on authorizing City Manager to execute construction contract for the water line rehabilitation project at Collins St, Cub Lane, Leonard, Lettie, Center and Ferry Streets.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: August 19, 2024**

**Staff Review:**

City Manager \_\_\_\_\_

City Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Fire Department \_\_\_\_\_

Police Department \_\_\_\_\_

Public Works \_\_\_\_\_

**AGENDA ITEM: North Water Line Rehabilitation**

**SUBMITTED BY: Clifton Holik, Utilities Field Superintendent**

**SYNOPSIS**

Rehabilitation of over 3,000 feet of 4 inch and 6 inch water lines and appurtenances on Collins Street, Cub Lane, Leonard, Lettie, Center, and Ferry Streets.

**COMPREHENSIVE PLAN GOALS ADDRESSED**

Leverage public investments to enhance the existing community and promote growth.

**BACKGROUND**

On August 6, 2024, seven (7) bids were received for the proposed water line rehabilitation Project. The low qualified bidder was JSS Construction with a bid of \$304,370. The scope of the project includes:

- Constructing 3,000 feet of water line and appurtenances
- Traffic control
- Site restoration

The engineers estimated cost for construction was \$433,000 dollars.

**BUDGET ANALYSIS**

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2024 FUNDS BUDGETED	FY 2024 FUNDS AVAILABLE	AMOUNT REQUESTED

BUDGET AMENDMENT REQUIRED? YES \_\_\_\_\_ NO \_\_\_\_\_

Purchasing Review:

Financial/Budget Review:

FORM CIQ: \_\_\_\_\_

FORM 1295 \_\_\_\_\_

**SUPPORTING MATERIALS**

Engineer’s Recommendation Letter

Bid Tab

Project Location Map

**STAFF’S RECOMMENDATION**

It is Staff’s recommendation that the City Commission authorize the City Manager to execute a Construction Services Contract with JSS Construction in the amount of \$304,370 for the North Richmond Water Line Rehabilitation Project.

City Manager Approval: \_\_\_\_\_

# Engineer's Recommendation Letter



713.450.1300  
TBPELS F-1386  
TBPELS 10110501  
www.LJA.com

11821 East Freeway, Suite 360, Houston, Texas 77029

August 13, 2024

Mr. Howard Christian  
Public Works Director  
City of Richmond  
600 Morton Street  
Richmond, Texas 77469

RE: Bid Tabulation and Recommendation of Award for Construction of  
North Richmond Water Main Replacement (Phase 2)  
LJA Project No. 1027-2201 Contract No. 2  
City Project No. WA2102

Mr. Christian,

Bids for construction of the reference project were received on August 6, 2024 at 2:00 P.M. at the City Hall Annex located at 600 Morton Street, Richmond, Texas 77469 and subsequently read in public. Seven (7) contracting firms submitted bids for the project. One mathematical error was found but did not change the final results.

The bidders from low to high and the correct total amounts bid on the Base Bid and Supplementary Bid Items are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>	<u>Calendar Days</u>
JSS Construction, LLC	Highlands, TX	\$304,370.00	60
Bull-G Construction, LLC	Houston, TX	\$319,427.00	120
Faith Utilities, LLC	Houston, TX	\$348,911.00	45
JTM Construction, LLC	Rosenberg, TX	\$397,793.00	60
Texkota Enterprises, LLC	Houston, TX	\$409,619.00	60
ISJ Underground Utilities, LLC	Arcola, TX	\$560,130.00	
AR Turnkey Construction Co., Inc.	Houston, TX	\$741,843.00	110

A copy of the Bid Tabulation is attached.

The bidding documents of the bidders were examined and found to be in order.

City of Richmond  
August 13, 2024  
Page 2

Our investigation of JSS Construction, LLC included a review of their surety, references of previous projects and past work experience. Based on our investigation, we recommend awarding the contract to the low bidder, JSS Construction, LLC.

If you have any questions or need additional information, please contact me at 281-627-2633.

Sincerely,



Les Dodson  
Construction Manager

Attachment

cc: Clifton Holik, City of Richmond  
Jimmy Flowers, P.E., LJA  
Miguel Acuna, LJA  
Construction File 16.6

# Bid Tab

Bid Tabulation For: Construction of **North Richmond Water Main Replacement (Phase 2)**  
To Serve City of Richmond

Bid Opening Date: August 6, 2024  
Bid Opening Location: City of Richmond City Hall Annex  
600 Morton Street  
Richmond, Texas 77469

Tabulation By: Tammy Endres  
Tabulation Date: August 7, 2024  
LJA Project No. 1027-2201 Contract No. 2

Bidder's Name:	Total Bid Amount for Base Bid Items:	Calendar Days for Base Bid Items:	Total Bid for Base Bid and Supplementary Bid Items:
1) JSS Construction, LLC	* \$279,120.00	60	\$304,370.00
2) Bull-G Construction, LLC	\$294,177.00	120	\$319,427.00
3) Faith Utilities, LLC	\$323,661.00	45	\$348,911.00
4) JTM Construction, LLC	\$372,543.00	60	\$397,793.00
5) Texkota Enterprises, LLC	\$384,369.00	60	\$409,619.00
6) ISJ Underground Utilities, LLC	\$534,880.00		\$560,130.00
7) AR Turnkey Construction Co. Inc.	\$716,593.00	110	\$741,843.00

  
I, Jimmy C. Flowers, P.E., hereby certify these bid tabulations to be true and correct.



\*Mathematical Error

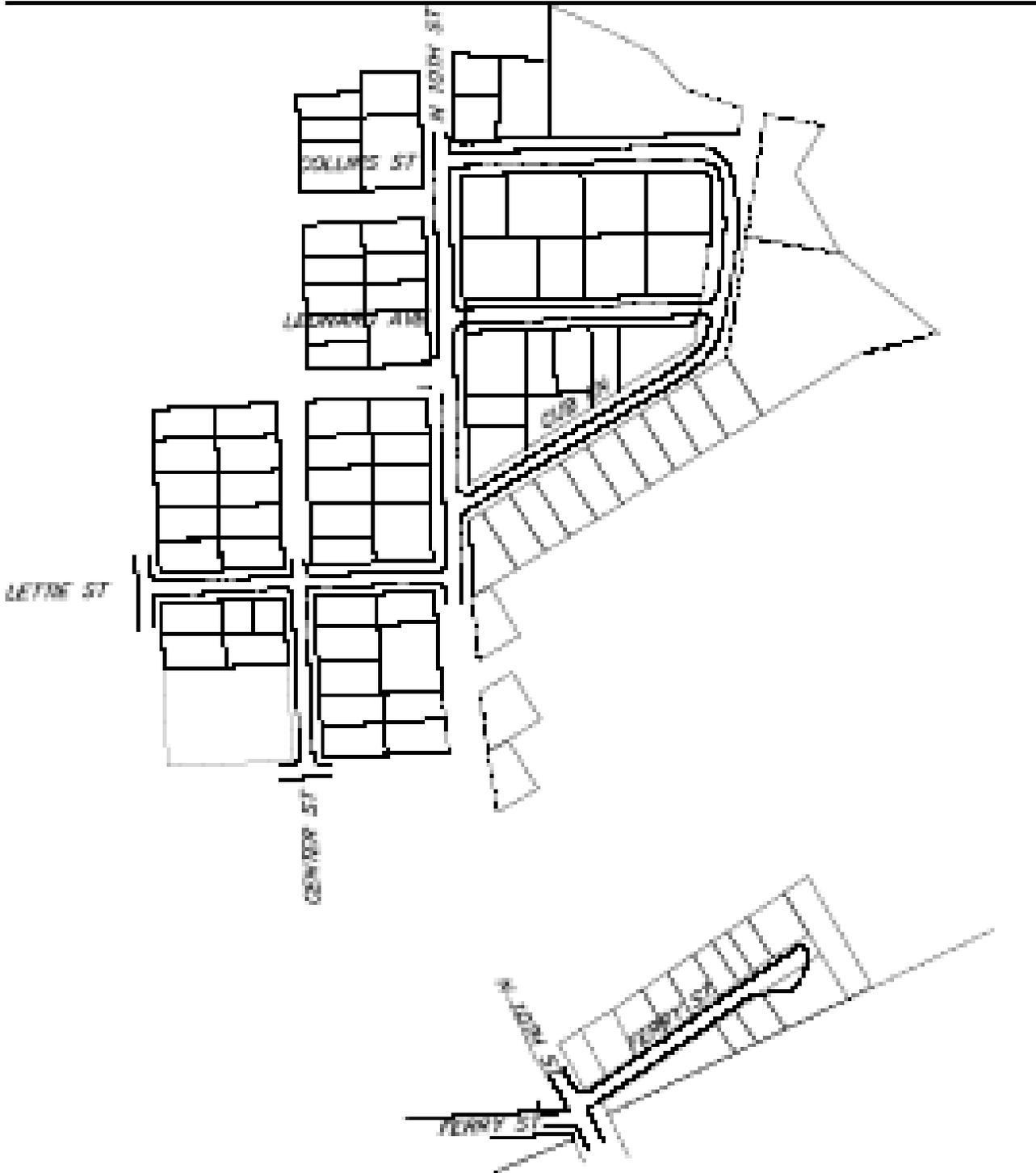
Bid Tabulation - Bid Opening, August 6, 2024 @ 2:00 P.M.		JSS Construction LLC 807 Steele Rd Highlands, TX 77582 832.703.4188 Jorge Serrano jss@jssconstruction.com		Bull-P Construction LLC 8519 Cadel Dr Houston, TX 77055 832.840.3183 Beatriz Rios emmanuel_bullp@gmail.com		Faith Utilities, LLC 60 Veenstra St Houston, TX 77022 281.760.7628 Tania Cervantes faithutil@gmail.com		JTM Construction, LLC 2700 Cottonwood School Rd Rosenberg, TX 77471 281.239.0974 Matt Sharp jtmconstruction@comcast.net		Tavika Enterprises, LLC 1835E Hollister St., Suite A Houston, TX 77068 281.943.0168 Scott Eklafson seklafson@kotas.com		ISJ Underground Utilities, LLC 326 S. Pine St Arlene, TX 77583 281.972.9097 Diana Vega susan@engandutilities@gmail.com		AR Turkin Construction Company, Inc. P.O. Box 925880 Houston, TX 77292 713.458.5962 Adam Turner meir@arturkin.com			
ITEM NO.	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
<b>BASE BID ITEMS</b>																	
<b>PHASE 2 IMPROVEMENTS</b>																	
1	Move-in and set-up (not more than 5% of base bid amount), including performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount and all necessary permits and insurance requirements for Phase 2, the sum of.	1	LS	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$14,000.00	\$14,000.00	\$24,138.00	\$24,138.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$33,000.00	\$33,000.00
<b>PHASE 2 WATERLINE ITEMS</b>																	
2	4-inch (4") AWWA C-900, DR-18, Pressure Class 235 PVC waterline, all depths, by open cut and trenchless construction methods as shown on the construction drawings and per specifications (including fittings, bedding, backfill, testing, and disinfection). Complete in Place, the sum of.	127	LF	\$35.00	\$4,445.00	\$26.00	\$3,302.00	\$47.00	\$5,989.00	\$53.00	\$6,731.00	\$54.00	\$6,858.00	\$40.00	\$5,080.00	\$98.00	\$12,068.00
3	6-inch (6") AWWA C-900, DR-18, Pressure Class 235 PVC waterline, all depths, by open cut and trenchless construction methods as shown on the construction drawings and per specifications (including fittings, bedding, backfill, testing, and disinfection). Complete in Place, the sum of.	2,069	LF	\$35.00	\$72,665.00	\$35.00	\$72,665.00	\$48.00	\$99,832.00	\$48.00	\$100,891.00	\$66.00	\$133,638.00	\$67.00	\$137,963.00	\$133.00	\$273,847.00
4	4-inch (4") AWWA C-900, DR-18, Pressure Class 235 PVC waterline, all depths, by open cut and trenchless construction methods with restrained joints as shown on the construction drawings and per specifications (including fittings, bedding, backfill, testing, and disinfection). Complete in Place, the sum of.	40	LF	\$50.00	\$2,000.00	\$30.00	\$1,200.00	\$47.00	\$1,880.00	\$40.00	\$1,620.00	\$59.00	\$2,320.00	\$102.00	\$4,080.00	\$221.00	\$8,840.00
5	6-inch (6") AWWA C-900, DR-18, Pressure Class 235 PVC waterline, all depths, by trenchless construction methods with restrained joints as shown on the construction drawings and per specifications (including fittings, bedding, backfill, testing, and disinfection). Complete in Place, the sum of.	775	LF	\$40.00	\$31,000.00	\$52.00	\$40,300.00	\$64.00	\$49,600.00	\$25.00	\$19,250.00	\$60.00	\$46,200.00	\$95.50	\$74,012.50	\$137.00	\$106,175.00
6	6-inch (6") AWWA C-900, DR-18, Pressure Class 235 PVC waterline, all depths, by trenchless construction methods with restrained joints in 12-inch (12") PVC Casing as shown on the construction drawings and per specifications (including spacers, grout, fittings, bedding, backfill, testing, and disinfection). Complete in Place, the sum of.	20	LF	\$150.00	\$3,000.00	\$88.00	\$1,720.00	\$150.00	\$3,000.00	\$216.00	\$4,320.00	\$130.00	\$3,000.00	\$329.00	\$6,580.00	\$411.00	\$8,220.00
7	6-inch (6") AWWA C-900, DR-18, Pressure Class 235 PVC waterline, all depths, by trenchless construction methods with restrained joints in 8-inch (8") Steel Casing as shown on the construction drawings and per specifications (including spacers, grout, fittings, bedding, backfill, testing, and disinfection). Complete in Place, the sum of.	36	LF	\$150.00	\$5,400.00	\$70.00	\$2,520.00	\$160.00	\$5,760.00	\$114.00	\$4,104.00	\$140.00	\$5,040.00	\$218.50	\$7,866.00	\$377.00	\$13,572.00

Bid Tabulation - Bid Opening, August 6, 2024 @ 2:00 P.M.		JSS Construction LLC 807 Steele Rd Highlands, TX 77582 832.703.4188 Jorge Serrano jss@jssconstruction.com		Bull-P Construction LLC 8519 Cadel Dr Houston, TX 77055 832.840.3183 Beatriz Rios emmanuel_bullp@gmail.com		Faith Utilities, LLC 60 Veenstra St Houston, TX 77022 281.760.7628 Tania Cervantes faithutil@gmail.com		JTM Construction, LLC 2700 Cottonwood School Rd Rosenberg, TX 77471 281.239.0974 Matt Sharp jtmconstruction@comcast.net		Tavika Enterprises, LLC 1835E Hollister St., Suite A Houston, TX 77068 281.943.0168 Scott Eklafson seklafson@kotas.com		ISJ Underground Utilities, LLC 326 S. Pine St Arlene, TX 77583 281.972.9097 Diana Vega susan@engandutilities@gmail.com		AR Turkin Construction Company, Inc. P.O. Box 925880 Houston, TX 77292 713.458.5962 Adam Turner meir@arturkin.com			
ITEM NO.	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
8	6-inch (6") AWWA C-509 (resilient seated) gate valve and box. Complete in Place, the sum of.	17	EA	\$1,900.00	\$30,600.00	\$1,700.00	\$28,900.00	\$1,600.00	\$27,200.00	\$1,587.00	\$26,979.00	\$1,350.00	\$22,950.00	\$4,507.50	\$76,627.50	\$2,700.00	\$45,900.00
9	Fire hydrant assembly (AWWA C-502) per specifications and details with bury as shown on the construction drawings (including lead, box, cover, gate valve, and paint per detail and specifications). Complete in Place, the sum of.	4	EA	\$8,500.00	\$34,000.00	\$6,300.00	\$25,200.00	\$5,900.00	\$23,600.00	\$8,523.00	\$34,092.00	\$7,000.00	\$28,000.00	\$19,100.00	\$76,400.00	\$8,021.00	\$32,084.00
10	6-inch (6") wet connection to exist 6-inch (6") waterline (Contractor to coordinate with City Capiator for isolation of exist 6-inch (6") water). Complete in Place, the sum of.	14	EA	\$1,000.00	\$14,000.00	\$1,500.00	\$21,000.00	\$700.00	\$9,800.00	\$2,449.00	\$34,286.00	\$750.00	\$10,500.00	\$820.00	\$11,480.00	\$2,000.00	\$28,000.00
11	Single or double 1-inch (1") polyethylene near side leads including curb stops, and reconnection to existing meter. Complete in Place, the sum of.	19	EA	\$750.00	\$11,250.00	\$800.00	\$12,000.00	\$750.00	\$11,250.00	\$836.00	\$12,570.00	\$750.00	\$11,250.00	\$1,015.00	\$15,225.00	\$900.00	\$13,500.00
12	Single or double 1-inch (1") polyethylene far side leads including curb stops, and reconnection to existing meter. Complete in Place, the sum of.	26	EA	\$850.00	\$24,700.00	\$900.00	\$20,800.00	\$850.00	\$22,100.00	\$1,135.00	\$29,510.00	\$915.00	\$23,790.00	\$1,743.00	\$45,318.00	\$2,100.00	\$54,000.00
13	Single or double 2-inch (2") polyethylene near or far side leads, including curb stops, and reconnection to existing meter (location to be provided by the City). Complete in Place, the sum of.	1	EA	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,036.00	\$2,036.00	\$2,000.00	\$2,000.00	\$2,920.50	\$2,920.50	\$3,000.00	\$3,000.00
14	Remove and dispose of existing fire hydrants, including lead and gate valve. Complete in Place.	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$200.00	\$200.00	\$350.00	\$350.00	\$300.00	\$300.00	\$300.00	\$300.00	\$500.00	\$500.00
15	4-inch (4") plug and clamp with 2-inch (2") blowoff. Complete in Place, the sum of.	1	EA	\$750.00	\$750.00	\$2,100.00	\$2,100.00	\$1,600.00	\$1,600.00	\$1,207.00	\$1,207.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$2,100.00	\$2,100.00
16	Abandonment of and plug exist 1-inch (1"), including abandonment of existing gate valves, removal of valve box and grout, filling flush with existing pavement or removal of gate valve box and fill with native soil. Complete in Place, the sum of.	1	LS	\$250.00	\$250.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$580.00	\$580.00	\$100.00	\$100.00	\$4,200.00	\$4,200.00	\$600.00	\$600.00
17	Trench safety system for 4-inch (4") through 6-inch (6") waterline, all depths. Complete in Place, the sum of.	605	LF	\$3.00	\$1,815.00	\$1.00	\$605.00	\$1.00	\$605.00	\$1.00	\$605.00	\$0.20	\$121.00	\$0.10	\$60.50	\$10.00	\$6,050.00
<b>PHASE 2 MISCELLANEOUS ITEMS</b>																	
18	Furnish, install and maintain traffic control devices and appurtenances for construction of project, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition), including flagmen, temporary modifications to (and restoration of) the traffic signs and placement and removal of temporary striping as necessary. Complete in Place, the sum of.	1	LS	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00

Bid Tabulation - Bid Opening, August 6, 2024 @ 2:00 P.M.				JSS Construction LLC 807 Steele Rd Highlands, TX 77562 832 703 4168 Jorge Serrano jss@jssconstruction.com		Bulfo Construction LLC 8519 Cedar Dr Houston, TX 77055 832-840-3183 Beatriz Rios enmanuel_bulfo@gmail.com		Faith Utilities, LLC 60 Vianetra St Houston, TX 77022 281 760-7628 Tania Cervantes faith110@gmail.com		JTM Construction, LLC 2700 Cottonwood School Rd Rosenberg, TX 77471 281-239-0974 Matt Sharp jtmconstruction@comcast.net		Tavkita Enterprises, LLC 18332 Hollister St, Suite A Houston, TX 77068 281 843 3168 Scott Eklafson seklafson@kota.com		ISJ Underground Utilities, LLC 326 S. Pine St Arluda, TX 77583 281 972 4097 Diana Vega isjundergroundutilities@gmail.com		MR Turkin Construction Company, Inc. P.O. Box 925863 Houston, TX 77292 713 486 8962 Adam Turner meir@turkin.com	
ITEM NO.	DESCRIPTION	EST QTY	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
19	Storm Water Pollution Prevention Implementation, including installation of best management practices, maintenance inspections, reporting, and submission of required documents per TPOES Construction General Permit TXR180000 for construction of the proposed work. Complete in Place, the sum of:	1	LS	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$934.00	\$934.00	\$4,000.00	\$4,000.00	\$300.00	\$300.00	\$3,000.00	\$3,000.00
20	Site Restoration including replacement of sod on disturbed areas, site cleanup, fences, trees, landscaping, irrigation systems, sidewalks, curbs, driveways, specialty pavement replacement to match existing, and any and all other existing facilities or improvements not explicitly outlined in other sections of this bid form, per Specification 05740, Complete in Place, the sum of:	1	LS	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$9,333.00	\$9,333.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00
21	Remove and replace 3-inch (3") asphalt pavement with 6-inch base including subgrade preparation and grading per construction details and specifications. The quantity as shown has been estimated for necessary open cut waterline construction, including excavation for fittings, service connections, bore pits and intermediate pits. Additional pavement replacement to be approved by the City. Complete in Place, the sum of:	168	SY	\$65.00	\$10,920.00	\$30.00	\$5,040.00	\$100.00	\$16,800.00	\$79.00	\$13,272.00	\$65.00	\$10,920.00	\$60.00	\$6,480.00	\$125.00	\$21,000.00
22	Well point system, complete in place and operated per specifications, as directed by Engineer or the City, the sum of:	77	LF	\$25.00	\$1,925.00	\$25.00	\$1,925.00	\$25.00	\$1,925.00	\$94.00	\$7,238.00	\$5.00	\$385.00	\$1.00	\$77.00	\$20.00	\$1,540.00
23	Allowance for miscellaneous items, or repairs due to unforeseen site conditions or issues encountered during construction for Phase 2 of the project as approved by the City, the sum of:	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
<b>SUB-TOTAL BASE BID ITEMS - ITEMS 1 - 23</b>					<b>\$279,120.00</b>		<b>\$294,177.00</b>		<b>\$323,661.00</b>		<b>\$372,543.00</b>		<b>\$384,369.00</b>		<b>\$534,880.00</b>		<b>\$716,593.00</b>

Bid Tabulation - Bid Opening, August 6, 2024 @ 2:00 P.M.				JSS Construction LLC 807 Steele Rd Highlands, TX 77562 832 703 4168 Jorge Serrano jss@jssconstruction.com		Bulfo Construction LLC 8519 Cedar Dr Houston, TX 77055 832-840-3183 Beatriz Rios enmanuel_bulfo@gmail.com		Faith Utilities, LLC 60 Vianetra St Houston, TX 77022 281 760-7628 Tania Cervantes faith110@gmail.com		JTM Construction, LLC 2700 Cottonwood School Rd Rosenberg, TX 77471 281-239-0974 Matt Sharp jtmconstruction@comcast.net		Tavkita Enterprises, LLC 18332 Hollister St, Suite A Houston, TX 77068 281 843 3168 Scott Eklafson seklafson@kota.com		ISJ Underground Utilities, LLC 326 S. Pine St Arluda, TX 77583 281 972 4097 Diana Vega isjundergroundutilities@gmail.com		MR Turkin Construction Company, Inc. P.O. Box 925863 Houston, TX 77292 713 486 8962 Adam Turner meir@turkin.com	
ITEM NO.	DESCRIPTION	EST QTY	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
<b>SUPPLEMENTARY ITEMS - PHASE 2</b>																	
S1	Remove and replace ¾-inch (3/4") water meter and cover as necessary and approved by Owner with make and model approved by Owner. Complete in Place, the sum of:	10	EA	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00
S2	Remove and replace 2-inch (2") water meter and cover as necessary and approved by Owner with make and model approved by Owner. Complete in Place, the sum of:	5	EA	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00
S3	Remove and replace existing water meter box including cover, Contractor to match existing grades. Cost includes all incidentals, as necessary and approved by Owner. Complete in Place, the sum of:	15	EA	\$250.00	\$3,750.00	\$250.00	\$3,750.00	\$250.00	\$3,750.00	\$250.00	\$3,750.00	\$250.00	\$3,750.00	\$250.00	\$3,750.00	\$250.00	\$3,750.00
S4	Remove and replace an additional 1-inch (1") thickness of asphalt pavement (exceeding bid item no. 30) to match existing thicknesses of asphalt pavement as necessary and approved by Owner. Complete in Place, the sum of:	150	SY	\$10.00	\$1,500.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00
<b>SUB-TOTAL SUPPLEMENTARY ITEMS - ITEMS S1 - S4</b>					<b>\$25,250.00</b>		<b>\$25,250.00</b>		<b>\$25,250.00</b>		<b>\$25,250.00</b>		<b>\$25,250.00</b>		<b>\$25,250.00</b>		<b>\$25,250.00</b>
<b>SUMMARY OF BID</b>																	
<b>BASE BID ITEMS</b>		<b>ITEMS 1 - 23</b>		<b>\$279,120.00</b>	<b>\$294,177.00</b>	<b>\$323,661.00</b>	<b>\$372,543.00</b>	<b>\$384,369.00</b>	<b>\$534,880.00</b>	<b>\$716,593.00</b>							
<b>SUPPLEMENTARY BID ITEMS</b>		<b>ITEMS S1 - S4</b>		<b>\$25,250.00</b>	<b>\$25,250.00</b>	<b>\$25,250.00</b>	<b>\$25,250.00</b>	<b>\$25,250.00</b>	<b>\$25,250.00</b>	<b>\$25,250.00</b>							
<b>TOTAL BASE BID AND SUPPLEMENTARY BID ITEMS</b>		<b>ITEMS 1 - 23 ITEMS S1 - S4</b>		<b>\$304,370.00</b>	<b>\$319,427.00</b>	<b>\$348,911.00</b>	<b>\$397,793.00</b>	<b>\$409,619.00</b>	<b>\$560,130.00</b>	<b>\$741,843.00</b>							
<b>CALENDAR DAYS FOR BASE BID ITEMS</b>				<b>60</b>	<b>120</b>	<b>45</b>	<b>60</b>	<b>60</b>	<b>110</b>								

# Project Location Map





# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A19. Review and consider taking action on authorizing City Manager to execute a design contract for a generator at the Surface Water Treatment Plant.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: August 19, 2024**

**Staff Review:**

City Manager \_\_\_\_\_

City Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Fire Department \_\_\_\_\_

Police Department \_\_\_\_\_

Public Works \_\_\_\_\_

**AGENDA ITEM: Surface Water Treatment Plant Generator**

**SUBMITTED BY: Howard Christian, Assistant City Manager**

**SYNOPSIS**

**Design of a new emergency generator at the Surface Water Treatment Plant.**

**COMPREHENSIVE PLAN GOALS ADDRESSED**

**BACKGROUND**

The City's Surface Water Treatment Plant has been in service for approximately 8 years. Currently the emergency backup generator is sized to operate the lab/offices and booster pumps. The mandated 30 percent conversion only necessitated providing emergency power for the distribution of surface water and not the production portion of the facility.

The reservoir at the Surface Water Treatment Plant holds approximately 11 – 14 days storage of raw water. Adding backup emergency power for surface water production allows the City to produce water during extended electrical outages. This became more apparent during the recent hurricane event when the Surface Water Treatment Plant was out of power for a week. The addition of the production generator was recommended by the engineering consultants for the Surface Water Treatment Plant and Utility Master Plan engineers.

The City solicited a proposal from the Surface Water Treatment Plant design engineer for the addition of the 750KW production generator. The proposed generator will be sized to accommodate the next expansion up to 4 million gallons/day. Enprotec/Hibbs and Todd (Enprotec) Engineering have been involved with the design of every aspect of the Surface Water Treatment Plant i.e. chemical additions, contact time studies, TCEQ coordination, minor plant expansion, integration, and major repairs. Enprotec has the most current information available for our facility and its operation to make them uniquely qualified for this project.

**Their proposed scope of work includes:**

**Design Phase Services**

**TCEQ Coordination if Required**

**Bid Phase Services**

**Construction Phase Services**

**Final Inspection**

**The anticipated cost for construction is estimated \$907,000.**

## BUDGET ANALYSIS

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2024 FUNDS BUDGETED	FY 2024 FUNDS AVAILABLE	AMOUNT REQUESTED

BUDGET AMENDMENT REQUIRED? YES \_\_\_\_\_ NO \_\_\_\_\_

Purchasing Review:

Financial/Budget Review:

FORM CIQ: \_\_\_\_\_

FORM 1295 \_\_\_\_\_

## SUPPORTING MATERIALS

Engineer's Scope of Work

Project Location Map

## STAFF'S RECOMMENDATION

It is Staff's recommendation that the City Commission authorize the City Manager to execute a professional service contract to Enprotec/Hibbs and Todd engineering for the proposed scope of work in an amount of \$115,000.

City Manager Approval: \_\_\_\_\_

## Scope of Services

Attached to and Incorporated into by Reference the Proposal for Services - *Dated:* August 12, 2024

### Backup Power Generation for Surface Water Treatment Plant (SWTP)

Enprotec / Hibbs & Todd, Inc. (eHT) shall provide engineering services to implement Backup Power Generation at Richmond's SWTP. The tasks for the project are as follows:

#### Design Phase Services:

1. Attend preliminary conference and site visit with the City regarding the requirements of the project.
2. Prepare detailed construction drawings/specifications/bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, also furnish the City an updated written Estimate of Probable Costs for the Project. Include in the bid proposal deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
3. Design Phase Services shall be completed within three (3) months of receiving a signed contract from the City.

#### Bid Phase Services:

1. Conduct bid opening and prepare minutes. Tabulate, analyze, and review bids for completeness and accuracy. Make a recommendation of bid award to the City depending upon bid results.

#### Construction Phase Services:

1. Conduct pre-construction conference and prepare copy of report/minutes.
2. Issue Notice to Proceed to construction contractor.
3. Make periodic visits during the construction period, to observe and inspect the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the plans, specifications, and NEC.
4. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, provide price analysis for change orders; process change orders approved by City and execute with the construction contractor.
5. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
6. Resolve all payment requests within 7 days of receipt of signed pay request from the construction contractor.
7. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
8. When work has been completed and when requested in writing by the Contractor, conduct final inspections and provide a final Punchlist.

#### Compensation:

The compensation for services shall be on a lump sum basis in accordance with the following breakdown:

Design Phase Services:	\$75,000
Bidding Phase Services:	\$7,000
Construction Phase Services:	\$33,000

# Project Location Map





# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

A20. Explanation of Absence from Regular City Commission Meeting.



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

A21. Consider taking action on requests for future agenda items.



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

- A22. Adjourn to Executive Session, as authorized by Texas Government Code, Sections 551.071, Attorney Consultation, 551.072, Deliberation of Real Estate Discussions; 551.074 Personnel Matters and 551.087, Economic Development Negotiations.

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



# City of Richmond

*Where History Meets Opportunity*

## **Regular Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, August 19, 2024 at 4:30 P.M.

### **EXECUTIVE SESSION**

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A) (Open Meetings Law), "The City Commission may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following section;" Sec. 551.072, Deliberation Regarding Real Estate; Sec. 551.087, Economic Development Negotiations; Sec. 551.071, Consultation with attorney, Sec. 551.074, Personnel Matters.

- E1. Executive Session for Deliberation Regarding Real Estate and Economic Development.
- E2. Executive Session for Personnel Matters.
  - 1. Discuss City Manager's duties and responsibilities, Section 4.01(6) of the City Charter.
  - 2. Discuss City Attorney's duties and responsibilities, Section 4.04(2) of the City Charter.

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



# City of Richmond

*Where History Meets Opportunity*

## Regular Scheduled City Commission Meeting

600 Morton Street

Richmond, Texas 77469

Monday, August 19, 2024 at 4:30 P.M.

### OPEN MEETING

- C1. Reconvene into Open Meeting, and take action on items, if necessary.
  - A. Real Estate.
  - B. Personnel Matters.
    1. City Manager.
    2. City Attorney.
  
- C2. Adjournment.

If, during the course of the meeting covered by this Agenda, the Commission shall determine that an executive session of the Commission, should be held or is required in relation to any item included in this Agenda, then such executive session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Agenda concerning any and all subjects and for any and all purposes permitted by Sections 551.071-551.090 of the Texas Government Code, including, but not limited to, Section 551.071 – for purpose of consultation with attorney, on any or all subjects or matters authorized by law.

### NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

The City of Richmond City Commission meetings are available to all persons regardless of disability. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary's office at (281) 342-5456 ex. 504 for needed accommodations.

If you have any questions, please let me know.  
Terri Vela

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*