

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

OAK GROVE SUBDIVISION

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WALLER

That Timothy J. Phelan, (herein called the "Declarant") is the owner of the following described real property located in Waller County, Texas known as the **OAK GROVE SUBDIVISION** (herein sometimes called the "Subdivision") more fully described:

As per final plat of Oak Grove Subdivision sections 1 and 2 as shown on Exhibits "A-1" and "A-2".

Declarant desires to impose upon the Subdivision all the protective covenants, conditions and restrictions as set out herein, and to hereby impose a common plan and scheme of Restrictive Covenants applicable to the Subdivision so that there be a uniform plan for the improvement and development thereof and, to that end, Declarant desires to and does hereby impress and impose upon the Subdivision a universal scheme of restrictive covenants, each of which covenants shall run with the land and shall bind the Declarant and all persons hereafter owning or claiming any interest in any portion of the Subdivision for the period hereafter specified: and which such covenants shall inure to the benefit of and be enforceable by the Declarant and all future owners of any portion of the Subdivision, and their respective heirs, executors, administrators and assigns

NOW, THEREFORE, it is hereby declared:

- (a) That all of the Subdivision shall be owned, held, used and encumbered, occupied, sold, conveyed and enjoyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of the Subdivision, and shall run with the land of the Subdivision, and shall inure to the benefit of and shall be binding on all parties having any right, title or interest in or to the Subdivision or any part thereof, their heirs, successors and assigns; and that to effect such ends the Declarant hereby impresses upon the Subdivision the herein after provided covenants, restrictions and reciprocal negative easements; and,
- (b) That each and every deed, conveyance, deed of trust and all other contracts and agreements of every type and character that may hereafter be executed with regard to the Subdivision, any Subject Property or any portion thereof shall 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 and/or referred to in any said document, to-wit:



840 13th Street
Suite 201
Hempstead, TX 77445

University Title GF# 2200778 HE
(Base)

2360063 HE
2360100 HE

I
DEFINITIONS

In addition to their common meaning, the following term's shall have the following meanings and definitions as used herein:

- 1.01 Owners.** "Owner or Owners" as used herein shall refer to:
- (a) Declarant, for so long as Declarant has any right, title or interest in or to any Subject Property; and,
 - (b) Each and every Grantee of Declarant and their respective heirs, successors and assigns; and,
 - (c) Any owner of any estate, interest or title to any Subject Property who shall later join in these covenants by later instrument, either adopting, ratifying, confirming, taking subject to or accepting the mutual and universal scheme of restrictive covenants created herein (including but not limited to any document which incorporates this restrictive covenant agreement reference); and,
 - (d) All persons claiming any right, title or interest in or to any Subject Property, and their respective heirs, assigns, executors, administrators and successors.
- 1.02 "Subject Property"** (and Subject Properties) means and includes each and all of the platted lots or parcels located in OAK GROVE SUBDIVISION; including any subdivision, re subdivision, modification, consolidation or re-designation of a Subject Property permitted by the terms hereof.
- 1.03 "Subdivision"** means the OAK GROVE SUBDIVISION as described in the Plat (as such Plat may be amended as herein provided) as per Exhibits "A-1" and "A-2".
- 1.04 "Protective Covenants"** and /or "Covenants" shall mean and be a reference to all of the covenants, conditions, and restrictions set out in this Declaration. Perhaps among other references, this agreement is herein sometimes referred to as the **"Declaration"** and/or **"Restrictive Covenant Agreement"**.
- 1.05** References contained herein to the **"Official Public Records of Waller County, Texas"** and all similar references shall be deemed to be a reference to the official real property records of Waller County, Texas maintained by the office of the Waller County, Clerk; regardless of the name by which such records may be known at the relevant time.

II.
RESIDENTIAL USE ONLY

- 2.01 Residential Purposes.** Every Subject Property located within the Subdivision shall be used for single family residential purposes only, and no building or structure shall be erected, altered or placed on any Subject Property other than one detached garage for automobiles and equipment of the occupant, barn, well house and similar outbuildings reasonably suitable and

customary for use in connection with a residence in a rural environment consistent with and as permitted by terms hereof.

The terms "**Residential Purposes**" and "**Residence**" as used herein shall not be construed to permit barns, tents, campers, trailers, mobile homes or manufactured housing to be used as a residence. Under no circumstances shall mobile homes, temporary buildings or any structures other than those permitted hereby be erected or placed on a Subject Property for any purpose not expressly permitted under the terms hereof. No structure of a temporary character, including any trailer, mobile home, tent, shack or other outbuilding shall ever be used or permitted to be used on any Subject Property at any time as a residence, either temporarily or permanently.

- 2.02 One Residence.** Only one residence shall be constructed or permitted to exist on each Subject Property. However, in addition to outbuildings as may be permitted hereunder, it shall be permissible for a guest house to be constructed and located on a subject property if and only if the same comply with the terms hereof and are ancillary to an existing single family residential structure which complies with the terms hereof.
- 2.03 Square Footage Minimums & Related Matters.** No residence shall be constructed on any Subject Property in the Subdivision which has air-conditioned living area of less than 2,000 square feet (excluding porches, garages, patios, and the like). No guest house may be constructed on any Subject Property which has air-conditioned living area of less than 500 square feet or more than 50% of the square footage of the main dwelling.
- 2.04 Garages and Carports.** Every residence shall have a garage or carport (either attached or detached) with minimum outside dimensions of twenty (20) feet by twenty (20) feet.
- 2.05 Time for Construction.** Construction of the primary residence structure on a Subject Property must be completed to occupancy within one (1) year of date such construction commences, subject to force majeure. One barn/outbuilding/shop/storage building may be constructed before the primary residence, but the construction of such building must be completed within six (6) months after the date construction commences on such building. Construction shall be deemed to "commence" at the time initial construction materials are delivered to the Subject Property and the commencement of construction of the foundation elements or components.
- 2.06 Set-Back Lines.** All residences, barns, sheds, carports or buildings of any nature shall be constructed on Subject Property no closer than 75 feet to any public road or front property line and no closer than 15 feet to any side or rear property line.
- 2.07 Architectural Control.** No buildings or improvements of any character shall be erected, constructed, placed or erection begun on any Subject Property until the construction plans and specifications and a plot plan showing the location of the structure or improvements have been submitted to the Declarant and approved (such approval not to be unreasonably withheld, conditioned, or delayed,) as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures, and as to location with respect to the building setback lines provided Declarant's standard of review of such

plans and specifications and plot plans shall be uniformly applied to the Owners and will not be applied to any Owner on an arbitrary or discriminatory basis. Declarant shall review all plans and specifications and plot plans submitted to it within fourteen (14) days thereafter and shall issue its approval or disapproval thereof. In the event the required documents and information are not approved or disapproved within fourteen (14) days after receipt thereof by the Declarant then approval will not be required and the requirements for approval shall be deemed to have been fully satisfied. Further, the approval required herein is conclusively presumed upon the substantial completion of the building and improvements.

At anytime, the then recorded owners of sixty percent (60%) of the Subject Properties shall have the authority by duly recording a written instrument to remove Declarant from Architectural Control and create an Architectural Control Committee and authorize such Committee to assume full authority hereunder and issue final approvals or disapprovals required hereunder.

III. RESUBDIVISION & CONSOLIDATION

- 3.01 Resubdivision by Declarant.** The Declarant or any Owner shall not be entitled to re-subdivide any Subject Tract owned by Declarant or any Owner.
- 3.02 Consolidation.** Subject to the rights of others in and to any applicable easements, any Owner owning two or more adjoining platted lots may consolidate such lots into a single Subject Tract, with the privilege of constructing permitted improvements thereon in accordance with the terms hereof; in which case the building lines and setback lines shall be measured from the resulting combined tract lines rather than from the (former) singular tract lines. In order to consolidate such adjoining lots into a single Subject Tract, the Owner thereof shall:
- (a) Comply with the Subdivision Rules & Regulations adopted by Waller County, Texas as then in effect; and,
 - (b) File a written acknowledged declaration of such consolidation in the Official Public Records of Waller County, Texas which shall contain a full legal description of the adjoining Subject Properties (lots) being so consolidated. Such written declaration is filed in the Official Public Records of Waller County, Texas and, once filed, such declaration is irrevocable.

IV. ANCILLARY BUSINESS USAGE

- 4.01 Permitted Usage.** Personal gardening, farming and the raising of domestic livestock and other matters expressly permitted herein shall not constitute a business use which violates the terms of these Restrictive Covenants.
- 4.02 Animals and Livestock.** Each Subject Property within the Subdivision shall be allowed to keep one animal unit per acre, exclusive of family pets. For purposes of calculating one animal unit,

cows and horses shall each count as one animal unit, and sheep or goats shall be considered one-half animal unit. A mother and her unweaned offspring shall constitute one animal unit. No swine shall be allowed within the Subject Property except for bona fide FFA or 4-H projects, and then only for the time required to properly complete such FFA or 4-H projects, and each Subject Property shall be limited to no more than 3 pigs for the project. Chickens or any manner of fowl shall be limited to ten (10) per subject property except for bona fide FFA or 4-H projects and then only for the time required to properly complete such FFA or 4-H project. Donkeys are prohibited.

V.

USAGE AND OTHER RESTRICTIONS

- 5.01 Noxious, Illegal or Offensive Activities.** No activities which violate any rule, regulation or law of any governing body having jurisdiction shall be permitted on any Subject Property. No noxious, offensive or illegal uses or activities may be conducted or permitted on any Subject Property. No activities, uses or conditions shall be done, permitted or maintained on any Subject Property which is or becomes a nuisance.
- 5.02 General Maintenance & State of Repair.** Each Owner or occupant of a Subject Property shall keep the Subject Property clean and free of trash, automobile and machinery salvage, and shall maintain improvements in a good state or repair. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Subject Property, and no odors shall be permitted to arise from any Subject Property which causes or renders a Subject Property or any portion thereof to be unsanitary, unsightly, offensive or detrimental to any other Subject Property or to its Owners or occupants.
- 5.03 No Salvage or Inoperative Equipment.** No stripped down, wrecked, junked or inoperable vehicle (severally and collectively a "Junk Vehicle") shall be kept, parked, stored or maintained on any portion of any Subject Property which is visible to public view from any road or from any lands within the Subdivision or from any lands adjacent to a Subject Property. Any and every Junk Vehicle must be at all times kept inside a closed garage or barn.
- 5.04 Dumping.** No trash, ashes, garbage or other refuse may be thrown or dumped on any Subject Property in the Subdivision. No Subject Property shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. Refuse, garbage, and trash shall be kept at all times in covered containers, and all equipment for the storage or such materials shall be kept in a clean and sanitary condition. No trash, garbage or refuse of any type may be buried on any Subject Tract.
- 5.05 Damaged or Destroyed Improvements.** Any building(s), structure(s) or improvement(s) on any Subject Property which may be destroyed partially or totally by fire, windstorm, storm or by any other means or cause shall be repaired and restored to its original condition within one (1) year after the event(s) causing such damage or destruction subject to force majeure. If such repair or restoration of improvements is not completed within said 1 year period, subject to force majeure, then such damaged or destroyed improvement(s) shall be demolished and removed from the Subject Property within 90 days thereafter; all at the sole cost of the Owner

of the Subject Property.

- 5.06 Family Pets.** No Owner shall be permitted to maintain more than six (6) family pets per Subject Property. At all times family pets shall be under the control of the Owner and not allowed to roam freely and unattended beyond the limits of the Owner's Subject Property.
- 5.07 Firearms.** Discharge of firearms is prohibited.
- 5.08 Signs.** No signs, billboards, posters, or other advertising devices of any kind shall ever be erected on any Subject Property except a "For Sale" sign which shall be dignified and in keeping with the attractiveness of the Subdivision. This provision shall not apply or operate to prohibit the display of small signs evidencing support for a political candidate or the support or opposition of a political referendum or amendment for a reasonable period of time prior to an election.
- 5.09 Outside Storage of Items.** Boats, trailers, RVs, implements or any items stored outside may be stored on any Subject Property provided that such items shall be located only behind the rear building line of the residence.

VI. EASEMENTS

- 6.01 Utility Easements.** Easements for constructing, maintaining, and repairing a system for electricity, power, telephone and other utility services to the Subdivision and the inhabitants thereof are reserved as shown in the Plat.
- 6.02 Beneficiaries of Easements.** All easements shown on the Plat or otherwise are hereby reserved and confirmed for the use and benefit of the Declarant and every other Owner of a Subject Property, and their respective heirs, successors and assigns.
- 6.03 No Easement Interference.** No structure or other improvements or objects of any type shall be erected or maintained upon any of said easements.

VII. ENFORCEMENT, AMENDMENT, AND TERMINATION

- 7.01 Enforcement.** The following persons shall each have the right and power (but not a duty or obligation) to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Restrictive Covenant Agreement (as the same may be amended from time to time):
- (a) Each Owner of a Subject Property; and,
 - (b) The Declarant, for so long as the Declarant owns any part of the Subdivision or any other right, title, interest or claim related thereto.
- 7.02 No Waiver.** The failure to enforce or to seek enforcement or any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 7.03 **Binding Nature.** The grants, rights, covenants, conditions, and restrictions contained in this Restrictive Covenant Agreement shall run with and bind the land comprising the Subdivision, and shall inure to the benefit of and shall be binding upon the Owners of each Subject Property and their respective legal representatives, heirs, successors, and assigns.
- 7.04 **Term.** Unless amended as provided herein, this Restrictive Covenant Agreement shall be effective for a term of thirty (30) years from the Effective Date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended or terminated as hereinafter set forth.
- 7.05 **Amendment/Termination.** This Restrictive Covenant Agreement may be amended, modified or terminated only by the following means and methods:
- (a) Subject to the provisions of sub-paragraph “(b)” below, this Restrictive Covenant Agreement may be amended, modified or terminated at any time only by a recorded written instrument signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Subject Properties (the lots) comprising the Subdivision at the time of the filing such instrument with the County Clerk of Waller County, Texas. No amendment, modification or termination hereof shall be effective, however, until such properly executed document is filed with the Waller County Clerk for recording in the Official Public Records of Waller County, Texas. Any such amendment, modification or termination shall make specific reference to this Restrictive Covenant Agreement.
 - (b) Provided, however, that for so long as Declarant owns any interest in this Subject Property, subject to the last paragraph of Section 2.07, no amendment, modification or termination of this Restrictive Covenant Agreement shall be valid or binding on any person unless and until Declarant has joined therein or consented thereto by a written instrument signed and acknowledged by Declarant (or Declarant’s heirs, successors or administrators) and filed with the County Clerk of Waller County, Texas for recording in the Official Public Records of Waller County, Texas.
- 7.06 **Severability.** The provisions of these restrictions shall be deemed independent and severable, and the invalidity of or partial invalidity of any portion thereof by judgment or court order shall in no way affect any of the other provisions hereof and all of the other provisions hereof shall remain in full force and effect.
- 7.07 **Law and Venue.** This Declaration shall be construed in accordance with the laws of the State of Texas. This instrument is and shall be deemed to be wholly performable in Waller County, Texas; where venue shall be for any action touching or concerning this Declaration or any matter related hereto.
- 7.08 **Construction.** If these Restrictive Covenants or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, the general purposes and objectives of these Restrictive Covenants shall govern.

7.09 **Captions.** The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

7.10 **Pronouns, etc.** The singular wherever used herein shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other gender, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.

7.11 **Multiple Originals.** This Restrictive Covenant Agreement may be executed in multiple originals, each of which shall constitute but one and the same agreement.

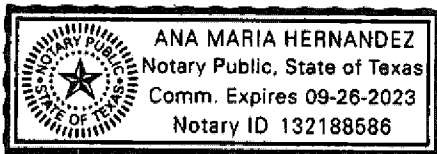
IN WITNESS WHEREOF, the Declarant hereby executes this Restrictive Covenant Agreement as of the 23RD day of JUNE, 2023 (the "Effective Date").

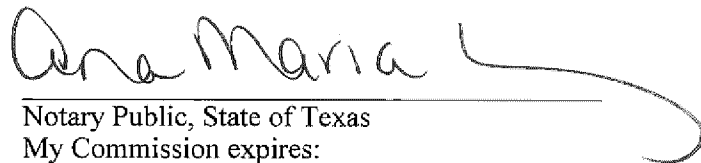

Timothy J. Phelan, Declarant

THE STATE OF TEXAS

COUNTY OF WALLER

This instrument was acknowledged before me on the 23 day of June, 2023 by **Timothy J. Phelan**.




Notary Public, State of Texas
My Commission expires: _____

AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER F.E.M.A. FLOOD INSURANCE RATE MAP PANEL NO: 48473C0075E REVISION DATE: 02-18-2009.

4. EASEMENTS AND OTHER RECORDED INFORMATION SHOWN HEREON ARE AS PER TITLE REPORT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, UNDER FILE NO. 22116960COMM, WITH AN EFFECTIVE DATE OF SEPTEMBER 11, 2022. NO FURTHER RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED

5. THE PROPOSED USE OF THE LOTS WITHIN THIS DEVELOPMENT IS TO BE RESIDENTIAL.

7. NO PIPE LINE OR PIPE LINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.

METES AND BOUNDS DESCRIPTION

BEING A 33.1169 ACRE TRACT OF LAND LOCATED IN THE WILLIAM HEDDY SURVEY, ABSTRACT 134, WALLER COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN CALLED 148.994 ACRE TRACT OF LAND CONVEYED TO TIMOTHY J. PHELAN BY DEED RECORDED IN WALLER COUNTY CLERKS FILE NO. 2214769, SAID 33 1169 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING At a 1/2 inch iron ROD found FOR THE NORTH CUTBACK CORNER AT THE INTERSECTION OF JOSEPH ROAD AND HEGAR ROAD;

THENCE NORTH 88°59'44" EAST, ALONG THE SOUTH LIMIT OF JOSEPH ROAD, A DISTANCE OF 1,285.95 FEET TO A 1/2 INCH IRON ROD WITH CAP FOUND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 03°08'15" EAST, OVER AND ACROSS SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 1,019.42 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 86°51'45" WEST, CONTINUING OVER AND ACROSS SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 1,393.76 FEET TO A 1/2 INCH IRON ROD WITH CAP SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 03°04'02" WEST, ALONG THE WEST LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 530.99 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE NORTH 02°20'19" EAST, CONTINUING ALONG THE WEST LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 141.99 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE NORTH 34°50'26" EAST, CONTINUING ALONG THE WEST LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 14.48 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE NORTH 03°18'54" WEST, CONTINUING ALONG THE WEST LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 288.00 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE NORTH 39°00'41" EAST, CONTINUING ALONG THE WEST LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 128.87 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

FINAL PLAT OF
OAK GROVE SECTION 1

33.1169 ACRE TRACT OF LAND LOCATED IN THE
WILLIAM HEDDY SURVEY, ABSTRACT 134,
WALLER COUNTY, TEXAS

2306729
06/13/2023 09:11:39 AM Total Pages: 9 Fee: 94.00
Debbie Hollan, County Clerk - Waller County, TX

1-A
BOSTON

1 of 8

STATE OF TEXAS
COUNTY OF WALLER

I, Timothy J Phelan, owners of the property subdivided, in this OAK GROVE SECTION 1, make subdivision of 33.1169 acres of land, according to all lines, lots, building lines, streets, alleys, parks and easements as shown and dedicated for public use, the streets, all alleys, parks and easements shown, and waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the grades, and bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

Witness my hand, this 27TH day of MARCH, 2023 AD.

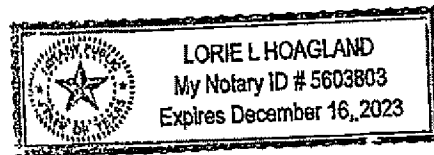
Timothy J. Phelan
Timothy J. Phelan

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared Timothy J Phelan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of MARCH, 2023 AD

Lorie L Hoagland
Notary Public in and for the State of Texas
Lorie L Hoagland



My Commission expires: Dec 16, 2023

STATE OF TEXAS
COUNTY OF WALLER

We, Prosperity Bank, a state chartered bank owner and holder of a lieNs against the property described in the plat known as OAK GROVE SECTION 1, said liens being evidenced by instrument of record in W.C.C.F. NO. 2214770 and 2214771 of the Real Property Records of Waller County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm that we are the present owners of said liens and have not assigned the same nor any part thereof.

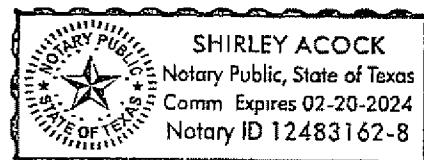
By: Cynthia Powers

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared CYNTHIA POWERS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of MARCH, 2023 AD

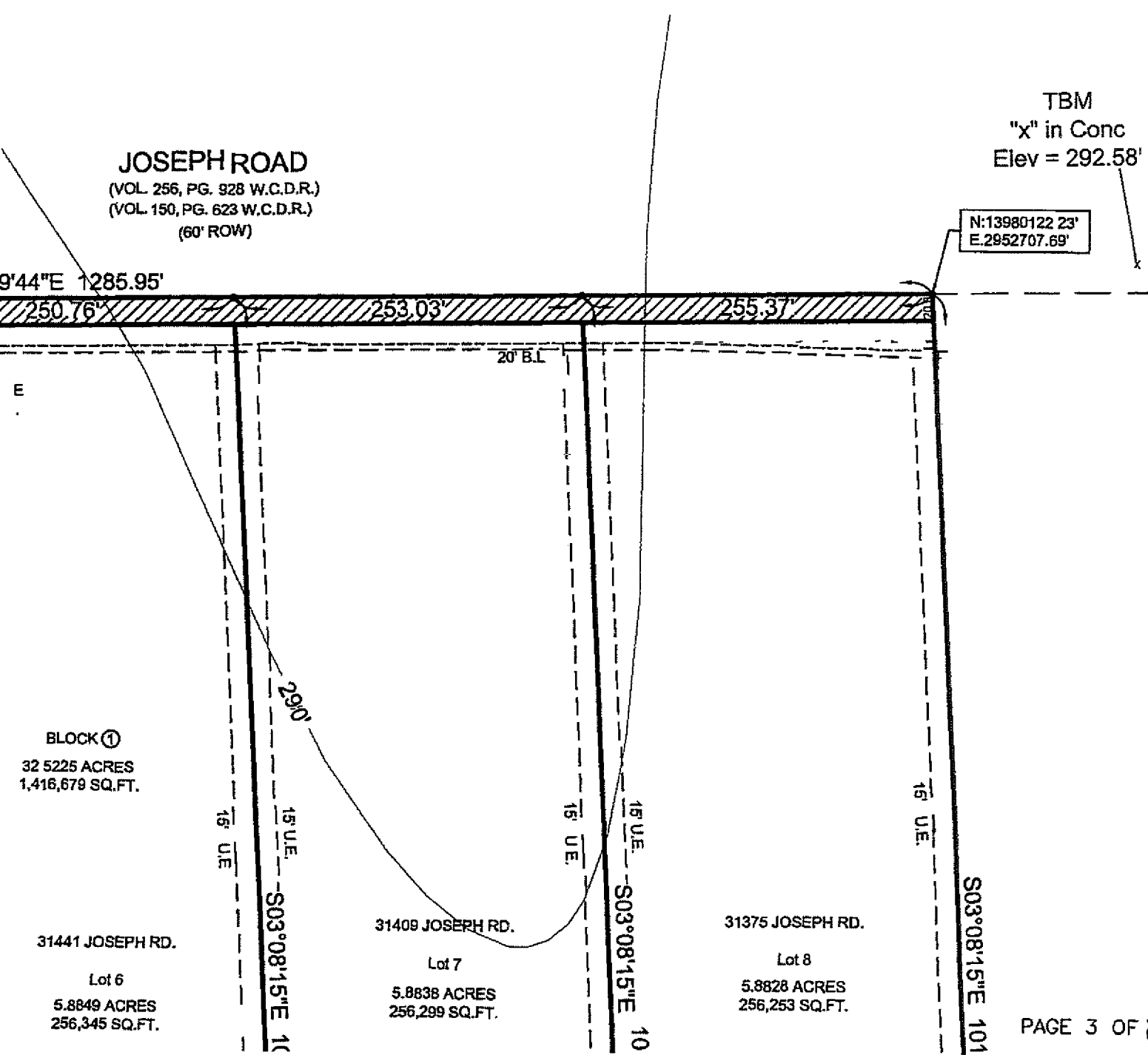
Shirley Acoc
Notary Public in and for the State of Texas
Shirley Acoc

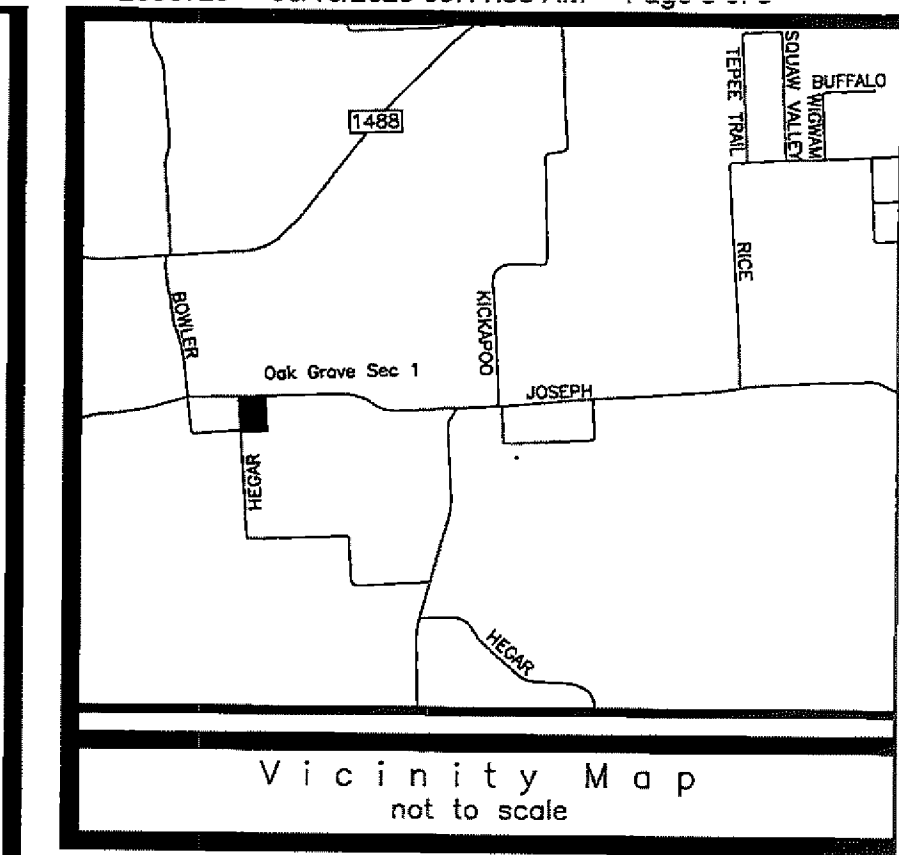
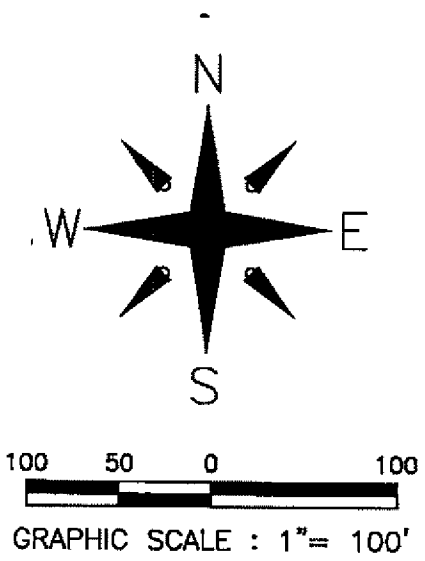


My Commission expires: 02-20-2024

SECTION 1

AND LOCATED IN THE 134, WALLER COUNTY, TEXAS





PLAT NOTES:

1. RIGHT-OF-WAY EASEMENTS AND TRACTS FOR WIDENING STREETS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ALL STREET OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY STREET WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT OR MAINTENANCE.
2. THE BUILDING OF ALL STREETS, BRIDGES OR CULVERTS IS THE RESPONSIBILITY OF THE OWNERS IN ACCORDANCE WITH THE PLANS PRESCRIBED BY COMMISSIONERS COURT. COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS SHOWN ON THE PLAT OR CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS. UPON COMPLETION OF ALL OBLIGATIONS BY THE DEVELOPER AND WRITTEN APPROVAL FROM THE COMMISSIONERS COURT, THE COUNTY WILL ASSUME FULL RESPONSIBILITY FOR MAINTENANCE OF THE STREETS. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR THE DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE REPRESENTATIONS BY OTHER PARTIES ON THE PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

THE OWNERS OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

GENERAL NOTES:

1. THE BASIS OF BEARINGS SHOWN HEREON IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE (TXSC 4204) BASED ON NATIONAL GEODETIC SURVEY MONUMENTATION: BASED ON GPS MEASUREMENTS.
2. THE COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE SOUTH CENTRAL ZONE (4204) SURFACE AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR 0.999965089249.

I, HERMAN M. CLAY, 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; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than five eights (5/8) inch and a length of not less than three (3) feet.



H M Clay

HERMAN M. CLAY
Texas Registration No. 2732

3-27-2023

WALLER COUNTY COMMISSIONERS COURT APPROVAL:

APPROVED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS, THIS 7th DAY OF June, 2023 AD.

NOTE: ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT SIGNIFY WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR INTEGRATION INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS REQUIRED TO COMPLY WITH SECTIONS 5 AND 6 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.

[Signature]

CARBETT "TREY" J. DUHON, III
COUNTY JUDGE

[Signature]
JOHN A. AMSLER
COMMISSIONER PRECINCT ONE

[Signature]
KENDRIC D. JONES
COMMISSIONER PRECINCT THREE

[Signature]
WALTER E. SMITH, P.E., RPLS
COMMISSIONER PRECINCT TWO

[Signature]
JUSTIN BECKENDORFF
COMMISSIONER PRECINCT FOUR

CERTIFICATE OF WALLER COUNTY ENGINEER:

J. ROSS MCCALL, P.E., CFM, COUNTY ENGINEER OF WALLER COUNTY, CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF WALLER COUNTY.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL WALLER COUNTY PERMIT REQUIREMENTS HAVE BEEN MET.

6-7-23
DATE

[Signature]
J. ROSS MCCALL, P.E.,
COUNTY ENGINEER

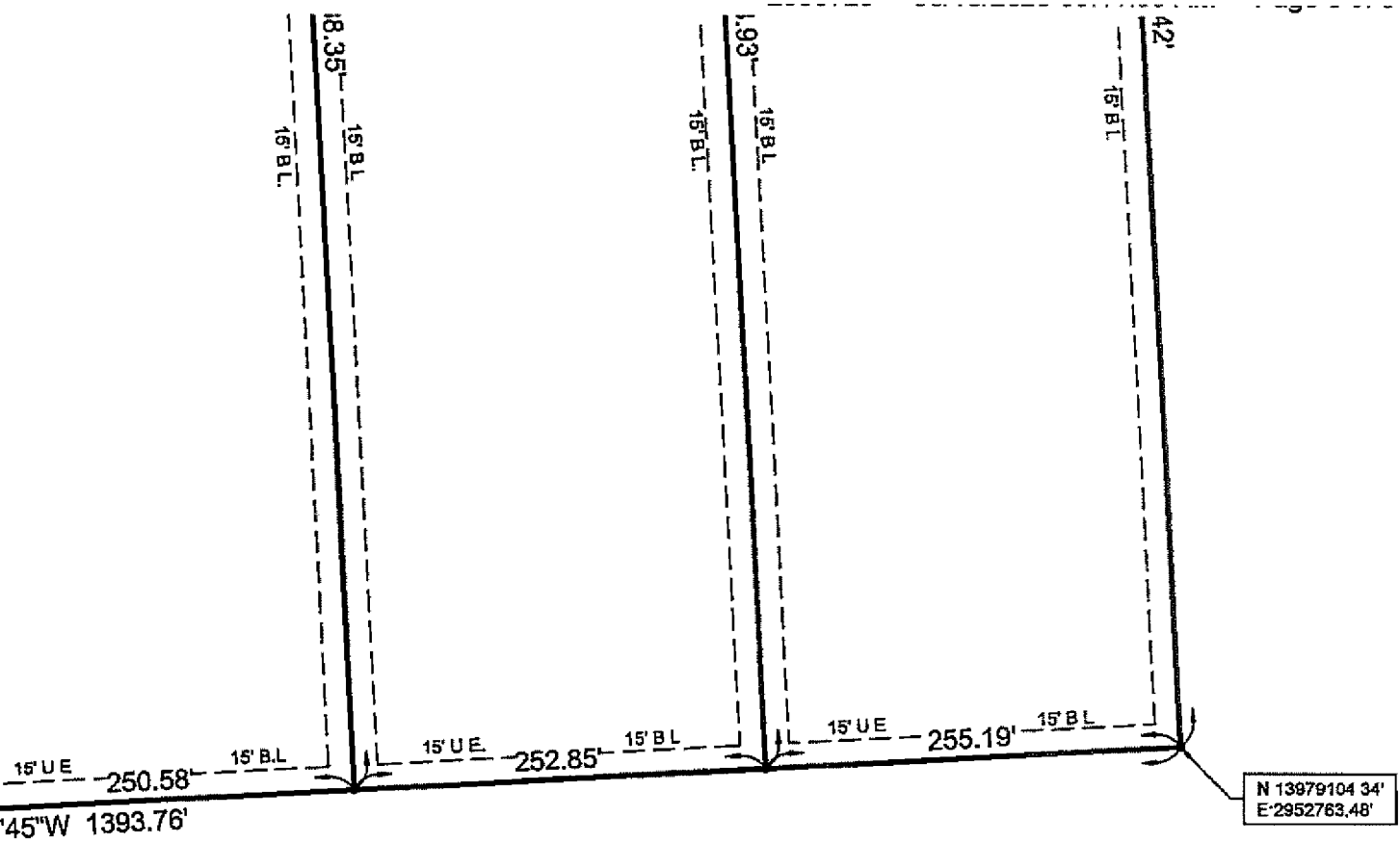
WALLER

I, DEBBI
CERTIFY
REGISTRY
M., I
FOR SAII
LAST AB

BY: _____
DEE
CLE
WAL

BY: _____
DEF

S 088



MOTHY J. PHELAN
C.C.F. NO 2214769



LEGEND:

- S.S.E. - Sanitary Sewer Easement
- W.L.E. - Water Line Easement
- D.E. - Drainage Easement
- U.E. - Utility Easement
- A.E. - Unobstructed Aerial Easement
- B.L. - Building Line
- W.C.M.R. - Waller County Map Records
- W.C.D.R. - Waller County Deed Records
- W.C.C.F. - Waller County Clerk's File

SURVEYOR:
 CLAY & LEYENDECKER, INC.
 1350 AVENUE D
 KATY, TX 77493
 281-391-0173
 FIRM #10044600

OWNER:
 TIMOTHY J. PHELAN
 P.O. BOX 1274
 WALLER, TX 77484
 (281) 723-9656

ET
s.com

FILED AND RECORDED

Instrument Number: 2306729

Filing and Recording Date: 06/13/2023 09:11:39 AM Pages: 9 Recording Fee: \$94.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in black ink that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller County, Texas

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

Jennifer Deutch, Deputy

Returned To
WALLER COUNTY LAND COMPANY

2306730
06/13/2023 09:11:50 AM Total Pages: 9 Fee: 94.00
Debbie Hollan, County Clerk - Waller County, TX

3. BASED ON VISUAL EXAMINATION, THIS TRACT LIES WITHIN ZONE "X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", PER F.E.M.A. FLOOD INSURANCE RATE MAP PANEL NO: 48473C0075E REVISION DATE: 02-18-2009.

4. EASEMENTS AND OTHER RECORDED INFORMATION SHOWN HEREON ARE AS PER TITLE REPORT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, UNDER FILE NO. 22116960COMM, WITH AN EFFECTIVE DATE OF SEPTEMBER 11, 2022. NO FURTHER RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED.

5. THE PROPOSED USE OF THE LOTS WITHIN THIS DEVELOPMENT IS TO BE RESIDENTIAL.

7. NO PIPE LINE OR PIPE LINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.

METES AND BOUNDS DESCRIPTION

BEING A 28.0233 ACRE TRACT OF LAND LOCATED IN THE WILLIAM HEDDY SURVEY, ABSTRACT 134, WALLER COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN CALLED 148.994 ACRE TRACT OF LAND CONVEYED TO TIMOTHY J. PHELAN BY DEED RECORDED IN WALLER COUNTY CLERKS FILE NO. 2214769, SAID 28.0233 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTH CUTBACK CORNER FOR THE BEND IN HEGAR ROAD;

THENCE NORTH 03°41'39" WEST, ALONG THE WEST LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 849.08 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE NORTH 87°04'47" EAST, OVER AND ACROSS SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 1388.02' TO A 1/2 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 03°08'15" EAST, ALONG THE SOUTHERNMOST EAST LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 920.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

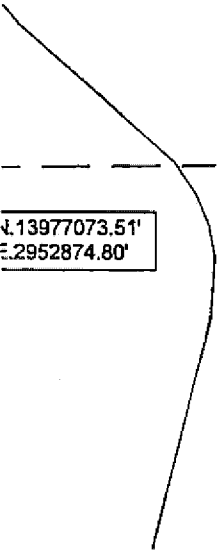
THENCE SOUTH 89°18'07" WEST, ALONG THE SOUTH LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 658.12 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE SOUTH 88°09'31" WEST, CONTINUING ALONG THE SOUTH LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 428.78 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE SOUTH 87°38'28" WEST, CONTINUING ALONG THE SOUTH LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 270.63 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE NORTH 71°24'14" WEST, CONTINUING ALONG THE SOUTH LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 15.09 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT;

THENCE NORTH 35°16'27" WEST, CONTINUING ALONG THE SOUTH LIMIT OF SAID CALLED 148.994 ACRE TRACT, A DISTANCE OF 16.83 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;



7-11-2023

**FINAL PLAT OF
OAK GROVE SECTION 2**
28.0233 ACRE TRACT OF LAND LOCATED IN THE
WILLIAM HEDDY SURVEY, ABSTRACT 134,
WALLER COUNTY, TEXAS

8558

1 of 8

STATE OF TEXAS
COUNTY OF WALLER

I, Timothy J. Phelan, owners of the property subdivided, in this OAK GROVE SECTION 2, make subdivision of 28.0233 acres of land, according to all lines, lots, building lines, streets, alleys, parks and easements as shown and dedicated for public use, the streets, all alleys, parks and easements shown, and waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the grades, and bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

Witness my hand, this 27th day of MARCH, 2023 AD.

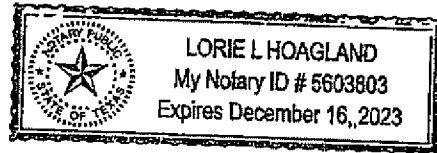
Timothy J. Phelan
Timothy J. Phelan

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared Timothy J. Phelan, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of MARCH, 2023 AD

Lorie L. Hoagland
Notary Public in and for the State of Texas
Lorie L. Hoagland



My Commission expires: Dec 16, 2023

STATE OF TEXAS
COUNTY OF WALLER

We, Prosperity Bank, a state chartered bank owner and holder of a liens against the property described in the plat known as OAK GROVE SECTION 2, said liens being evidenced by instrument of record in W.C.C.F. NO. 2214770 and 2214771 of the Real Property Records of Waller County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm that we are the present owners of said liens and have not assigned the same nor any part thereof.

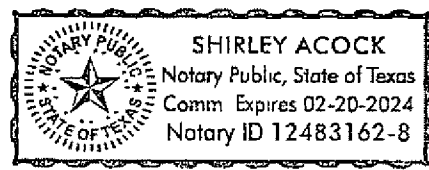
★ By: Cynthia Spillers

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared CYNTHIA SPILLERS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of MARCH, 2023 AD

Shirley Acock
Notary Public in and for the State of Texas
Shirley Acock



My Commission Expires: 02-20-2024

3 of 3

OF SECTION 2

AND LOCATED IN THE 134, WALLER COUNTY, TEXAS

100
GR/

J PHELAN
NO. 2214769

60' U.E.
VOL. 423, PG. 894 W C D R.

14°47'E 1388.02'

270.06'
15' B.L.

290'

15' B.L. 267.89'

15' B.L. 265.77'

N.1397797
E.2952825

15' B.L.

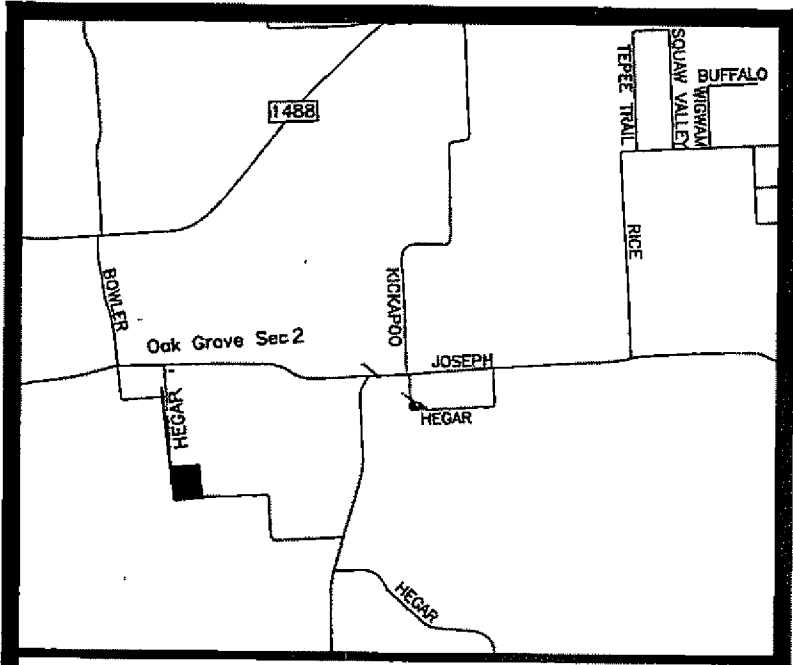
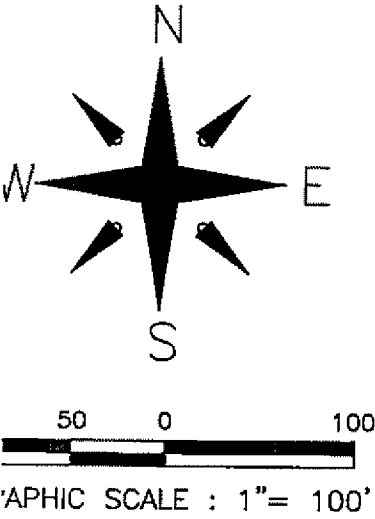
15' B.L.

15' B.L.

AURI
VOL. 46

BLOCK (1)

4 of 8



Vicinity Map
not to scale

PLAT NOTES:

1. RIGHT-OF-WAY EASEMENTS AND TRACTS FOR WIDENING STREETS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ALL STREET OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY STREET WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT OR MAINTENANCE.

2. THE BUILDING OF ALL STREETS, BRIDGES OR CULVERTS IS THE RESPONSIBILITY OF THE OWNERS IN ACCORDANCE WITH THE PLANS PRESCRIBED BY COMMISSIONERS COURT. COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS SHOWN ON THE PLAT OR CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS. UPON COMPLETION OF ALL OBLIGATIONS BY THE DEVELOPER AND WRITTEN APPROVAL FROM THE COMMISSIONERS COURT, THE COUNTY WILL ASSUME FULL RESPONSIBILITY FOR MAINTENANCE OF THE STREETS. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR THE DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE REPRESENTATIONS BY OTHER PARTIES ON THE PLAT FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

THE OWNERS OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

GENERAL NOTES:

1 THE BASIS OF BEARINGS SHOWN HEREON IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE (TXSC 4204) BASED ON NATIONAL GEODETIC SURVEY MONUMENTATION: BASED ON GPS MEASUREMENTS.

2. THE COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE SOUTH CENTRAL ZONE (4204) SURFACE AND MAY BE BROUGHT TO GRID BY APPLYING THE

77.15'
5.27'

BY TATA RUTH SMITH
16, PG. 586 W C.D.R.

I, HERMAN M. CLAY, 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; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than five eights (5/8) inch and a length of not less than three (3) feet.



H. M. Clay

HERMAN M. CLAY
Texas Registration No. 2732
3-27-2023

WALLER COUNTY COMMISSIONERS COURT APPROVAL:

APPROVED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS, THIS ^{7th} DAY OF ~~June~~ June, 20~~23~~ 23 AD.

NOTE: ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT SIGNIFY WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR INTEGRATION INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS REQUIRED TO COMPLY WITH SECTIONS 5 AND 6 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.

[Signature]
CARBETT "TREV" J. DUHON, III
COUNTY JUDGE

[Signature]
JOHN A. AMSLER
COMMISSIONER PRECINCT ONE

[Signature]
KENDRIC D. JONES
COMMISSIONER PRECINCT THREE

[Signature]
WALTER E. SMITH, P.E., RPLS
COMMISSIONER PRECINCT TWO

[Signature]
JUSTIN BECKENDORF
COMMISSIONER PRECINCT FOUR

CERTIFICATE OF WALLER COUNTY ENGINEER:

I, J. ROSS MCCAEL, P.E. COUNTY ENGINEER OF WALLER COUNTY, CERTIFY THAT THE PLAT OF THIS SUBDIVISION ~~COMPLIES~~ COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF WALLER COUNTY.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL WALLER COUNTY PERMIT REQUIREMENTS HAVE BEEN MET.

6-7-23
DATE

[Signature]

J. ROSS MCCAEL, P.E.
COUNTY ENGINEER

WALLER

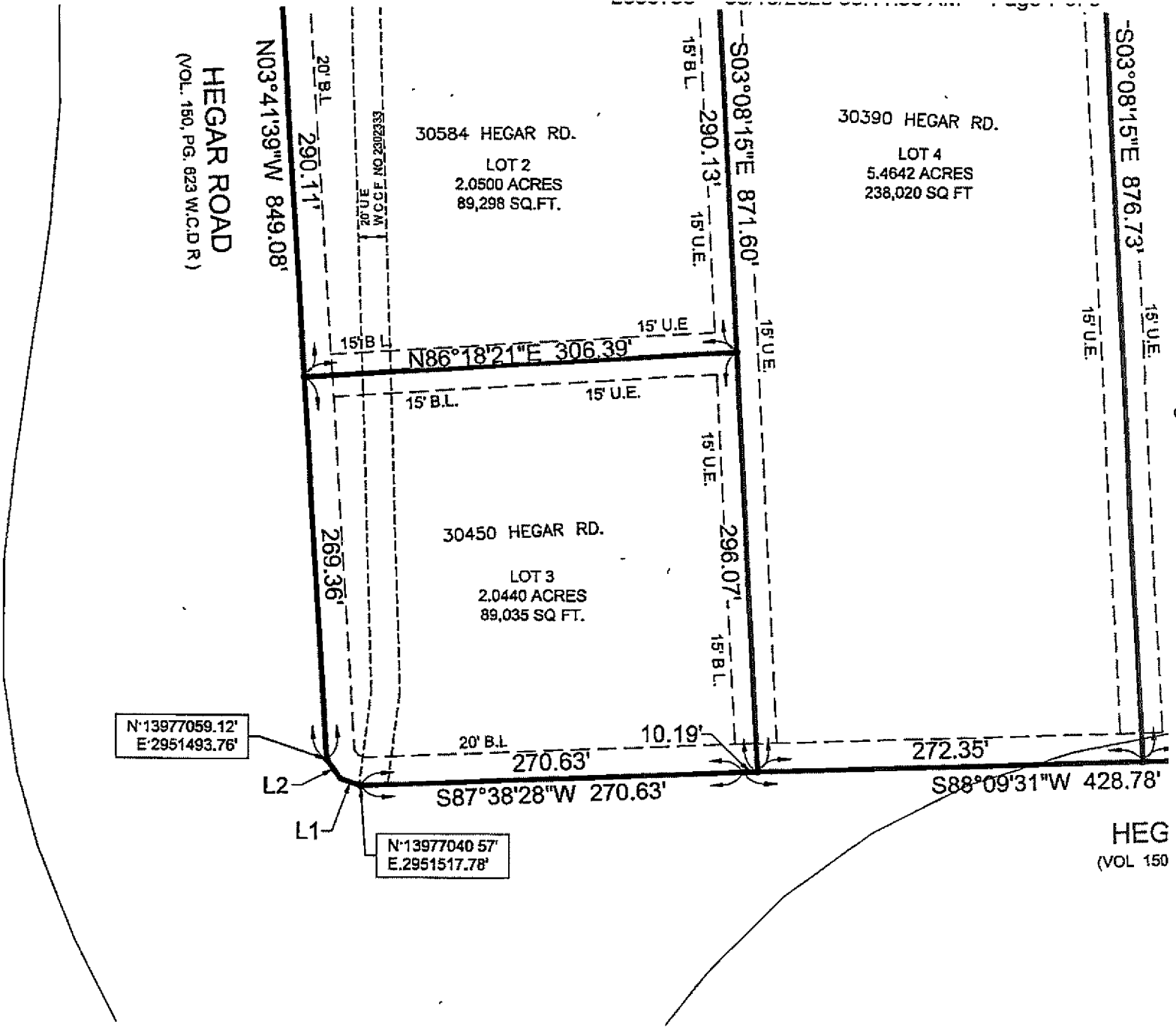
I, DEBB
CERTIFY
REGISTR
M.,
FOR SA
LAST AE

DEBBIE

CLERK
WALLER

BY: _____
DEPUTY

SMB



COUNTY CLERK CERTIFICATE:

IE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS, DO HEREBY
 THAT THE WITHIN INSTRUMENT, WITH ITS CERTIFICATE OF AUTHORIZATION, WAS FILED FOR
 ATION IN MY OFFICE ON 13th DAY OF June, 2023 AD, AT 9:11 O'CLOCK AM
 IN FILE# 2306730 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
 ID COUNTY. WITNESS MY HAND AND SEAL OF OFFICE, AT HEMPSTEAD, THE DAY AND DATE
 ABOVE WRITTEN.

HOLLAN
Debbie Hollan
 OF THE COUNTY COURT
 COUNTY, TEXAS
Southern Deputy

PREPARED BY:
 TEXAS LAND MAPS
 2205 SAN FELIPE STREET
 HOUSTON, TX 77019
 713-298-9987
 Matthew@TexasLandMaps.c

28.0233 ACRES
1,220,697 SQ.FT.

30354 HEGAR RD.

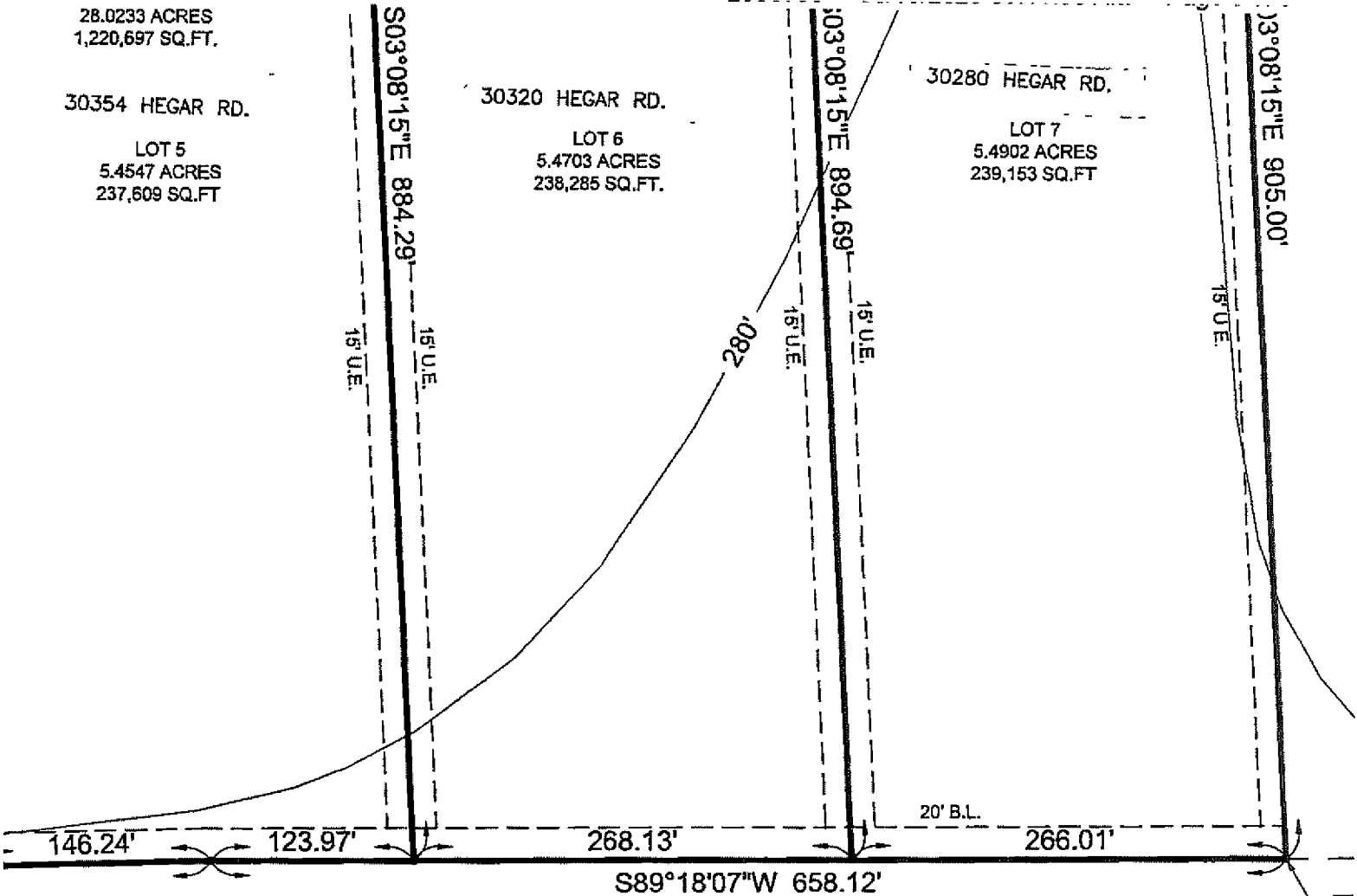
LOT 5
5.4547 ACRES
237,609 SQ.FT

30320 HEGAR RD.

LOT 6
5.4703 ACRES
238,285 SQ.FT.

30280 HEGAR RD.

LOT 7
5.4902 ACRES
239,153 SQ.FT



HEGAR ROAD
(PG. 623 W.C.D.R.)

LEGEND:

- S.S.E. - Sanitary Sewer Easement
- W.L.E. - Water Line Easement
- D.E. - Drainage Easement
- U.E. - Utility Easement
- A.E. - Unobstructed Aerial Easement
- B.L. - Building Line
- W.C.M.R. - Waller County Map Records
- W.C.D.R. - Waller County Deed Records
- W.C.C.F. - Waller County Clerk's File

SURVEYOR:

CLAY & LEYENDECKER, INC.
1350 AVENUE D
KATY, TX 77493
281-391-0173
FIRM #10044600

OWNER:

TIMOTHY J PHELAN
P.O. BOX 1274
WALLER, TX 77484
(281) 723-9656

FILED AND RECORDED

Instrument Number: 2306730

Filing and Recording Date: 06/13/2023 09:11:50 AM Pages: 9 Recording Fee: \$94.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in black ink that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller County, Texas

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

Jenifer Deutrich, Deputy

Returned To
WALLER COUNTY LAND COMPANY

FILED AND RECORDED

Instrument Number: 2307244

Filing and Recording Date: 06/26/2023 08:47:43 AM Pages: 27 Recording Fee:

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in black ink that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller County, Texas

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simplifile, Deputy

Returned To:
UNIVERSITY TITLE COMPANY
1021 UNIVERSITY E DR STE A
COLLEGE STATION, TX 77840-2185