

Executed &
Filed Copy

NO. 09-262-A-1

**RUSTLING OAKS ESTATES PROPERTY OWNERS
ASSOCIATION, INC.,**

Plaintiff,

v.

CINDY LOPER EMMONS, Individually, in the capacity as Co-Trustee of the Kathryn W. Loper Revocable Management Trust and the Kathryn W. Loper Revocable Descendants Trust, and as Attorney-in-Fact for her children, **REAGAN COREY EMMONS, HENRY CLAY EMMONS, and BODIE CLARK EMMONS, RUSSELL WHATLEY LOPER**, Individually, and in the capacity as Co-Trustee of the Kathryn W. Loper Revocable Management Trust and the Kathryn W. Loper Revocable Descendants Trust, and his children, **LAURI KATE LOPER, SUSAN ELIZABETH LOPER, and RUSSELL WHATLEY LOPER, JR.**, beneficiaries of the Kathryn W. Loper Descendant's Trust,

Defendants.

DEBORAH HENDRIX

Plaintiff,

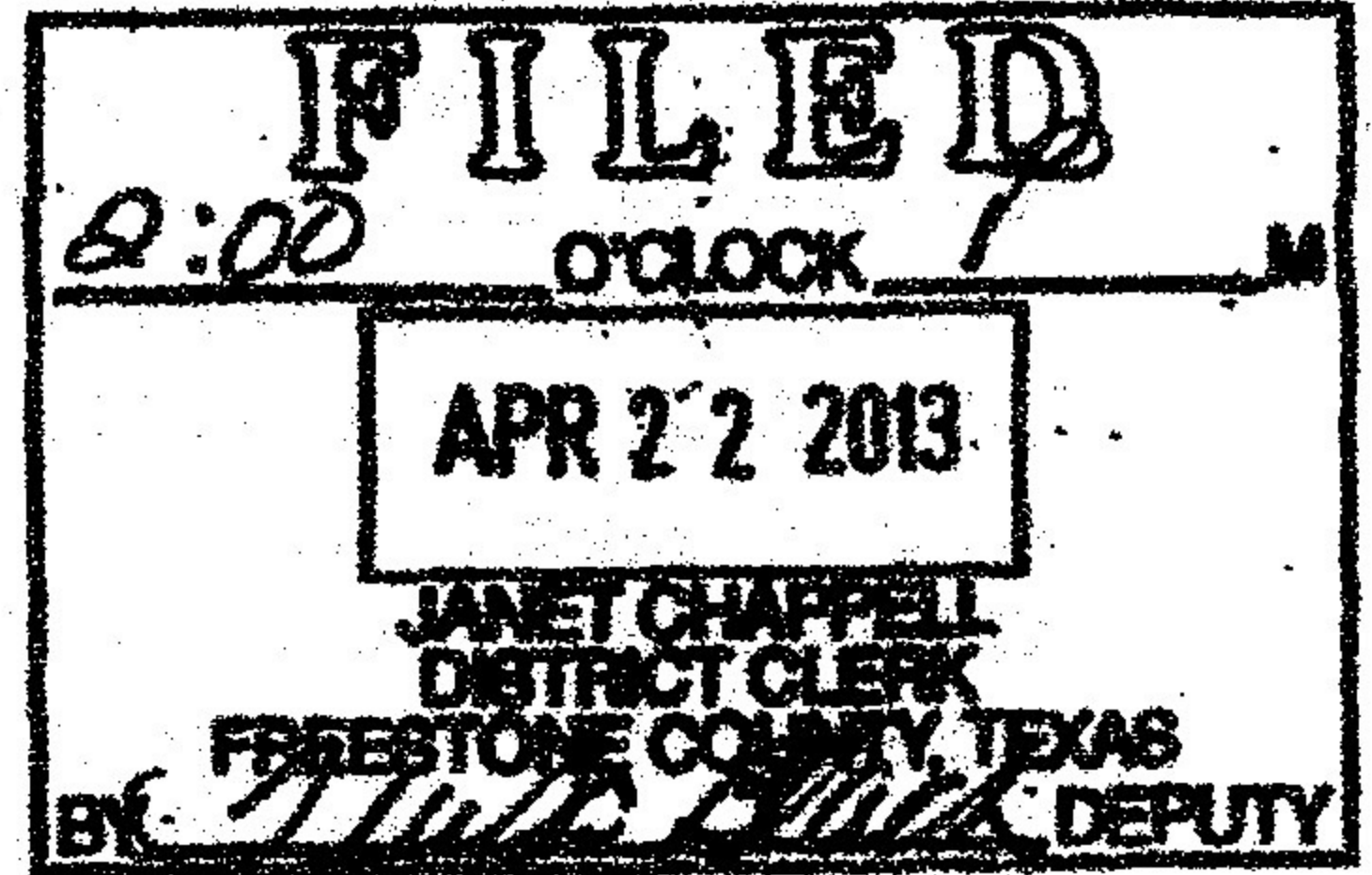
v.

RUSTLING OAKS ESTATES, INC.

Defendant.

IN THE DISTRICT COURT

77TH JUDICIAL DISTRICT



FREESTONE COUNTY, TEXAS

AND

IN THE DISTRICT COURT

77TH JUDICIAL DISTRICT

FREESTONE COUNTY, TEXAS

AGREED FINAL JUDGMENT

Be it remembered that on March 26, 2012 the Court entered an Order Granting Motion to Sever and Stay Cause wherein the intervention filed by **RUSTLING OAKS ESTATES PROPERTY OWNERS ASSOCIATION, INC.** (Intervenor) was severed from Cause No. 09-262-A, pending in the 77th Judicial Court of Freestone County, Texas. Pursuant to the order, the severed cause was created by the District Clerk of Freestone County, Texas, Cause No. 09-262-A-1.

Be it further remembered that **DEBORAH HENDRIX**, as Plaintiff sued **RUSTLING OAKS ESTATES, INC.** in the Justice Court, Precinct 3, Navarro County, Texas alleging issues arising from the same facts as alleged by the **RUSTLING OAKS ESTATES PROPERTY OWNERS ASSOCIATION, INC.** in Cause No. 09-262-A-1. Upon Motion and Order the Justice

COPY

of Peace, Precinct 3, Navarro County, Texas transferred its cause NO. 3S0254 to Freestone County, Texas; the Navarro County case was consolidated into Cause No. 09-262-A-1.

Be it further remembered that pursuant to settlement DEBORAH HENDRIX non-suited and dismissed her claim in Cause No. 09-262-A-1. The Order of Dismissal was signed by the Court on February 6, 2013. Be it further remembered that both CINDY LOPER EMMONS, Individually, and in the capacity as Co-Trustee of the Kathryn W. Loper Revocable Management Trust and the Kathryn W. Loper Revocable Descendants Trust, and as Attorney-in-Fact for her children, REAGAN COREY EMMONS, HENRY CLAY EMMONS, and BODIE CLARK EMMONS (Plaintiffs) and RUSSELL WHATLEY LOPER, Individually, and in the capacity as Co-Trustee of the Kathryn W. Loper Revocable Management Trust and the Kathryn W. Loper Revocable Descendants Trust, and his children, LAURI KATE LOPER, SUSAN ELIZABETH LOPER, and RUSSELL WHATLEY LOPER, JR., beneficiaries of the Kathryn W. Loper Descendants Trust, (Defendants) respectfully in Cause No. 09-262-A reached a settlement with RUSTLING OAKS ESTATES PROPERTY OWNERS ASSOCIATION, INC. The respective settlements between RUSTLING OAKS ESTATES PROPERTY OWNERS ASSOCIATION, INC. and RUSTLING OAKS ESTATES, INC. and its successors in interest have been reduced to identical Rule 11 Agreements, filed in the papers of the Cause.

Pursuant to the Rule 11 Agreements between the Intervenor, Rustling Oaks Estates Property Owners Association, Inc., ("POA") and Rustling Oaks Estates, Inc. ("ROE") and its successor(s) in interest, by and through Russell Whatley Loper in his respective capacity as shown in the caption above, Lauri Kate Loper Cherry, Susan Elizabeth Loper Phipps, and Russell Whatley Loper, Jr. and Cindy Loper, individually, in the capacity as Co-Trustee of the Kathryn W. Loper Revocable Management Trust and the Kathryn W. Loper Revocable Descendants Trust, and as Attorney-in-Fact for her children, Reagan Corey Emmons, Henry Clay Emmons, and Bodie Clark Emmons have agreed as follows:

- 1.) The POA agrees to accept ROE's conveyance by deed of the two (2) Greenbelt park areas in Phase I;
- 2.) The POA agrees to accept ROE's conveyance by deed of the entrance road for Phase I for the ingress and egress of owners of POA, and
- 3.) The POA agrees to accept ROE's or their successors in interest conveyance by deed of all roads within Phases I thru IV of the Subdivision. The POA further agrees, upon sale of 51% of the Phase V lots, to accept by deed all roads and the maintenance of said roads within Phase V provided at the time of conveyance the Phase V roads comply with Navarro County Rules, Regulations and Specifications for Subdivisions and Manufactured Home Rental Communities, revised January 2008, or as may be amended by the County; and
- 4.) The POA agrees to release any and all legal interest it has in the clubhouse and surrounding premises or pool and ROE or its successors in interest agree that the clubhouse and pool shall be subject to the "Declaration of Covenants, Conditions and

Restrictions" for Phases I thru IV and the governing documents applicable to the POA. Any suit by the POA to enforce the "Declarations of Covenants, Conditions and Restrictions" or the governing documents applicable to the POA shall occur in Navarro County, Texas. The POA shall be entitled to its attorney's fees as provided for in the Section 5.006 of the Texas Property Code; and

5.) ROE or its successors in interest agree to "phase-in" payment of dues to the POA for property located in Phases I thru IV according to the following schedule, beginning 30 days from the date of dissolution of ROE:

- a. Year 1: 20%
- b. Year 2: 40%
- c. Year 3: 60%
- d. Year 4: 80%
- e. Year 5: 100%

ROE or its successors in interest shall enjoy the same rights and privileges and be subject to the same obligations as other members of the POA not inconsistent with this Agreement; and

6.) Properties in Phase V will pay all POA dues upon the county's approval of the final plat according to the same schedule as in Paragraph 5 above, with said schedule beginning on the date the final plat is approved by the county. In the event that 51 % of the lots are sold prior to the expiration of the schedule according to Paragraph 5 above and the POA accepts conveyance of the roads in Phase V, then all lots in Phase V shall pay dues to the POA as regular members as if in Year 5. In the event Phase V is sold, conveyed or otherwise assigned to a third party that is not ROE or its successors in interest, then Phase V shall pay dues to the POA as regular members as if in Year 5; and

7.) Properties in Phase V will adopt deed restrictions that are consistent and comply with the "Declaration of Covenants, Conditions and Restrictions" for Phase I thru IV; and

8.) ROE or its successors in interest agree to provide access to the existing boat dock for Phases I thru V in perpetuity.

In exchange for the above agreements, the POA agrees to dismiss its claims against Russell Whatley Loper, individually, and in the capacity as Co-Trustee of the Kathryn W. Loper Revocable Management Trust and the Kathryn W. Loper Revocable Descendants Trust, and his children, Lauri Kate Loper Cherry, Susan Elizabeth Loper Phipps, as well as Russell Whatley Loper, Jr. beneficiaries of the Kathryn W. Loper Descendant's Trust, and against Cindy Loper, individually, in the capacity as Co-Trustee of the Kathryn W. Loper Revocable Management Trust and the Kathryn W. Loper Revocable Descendants Trust, and as Attorney-in-Fact for her

children, Reagan Corey Emmons, Henry Clay Emmons, and Bodie Clark Emmons as reflected in its First Amended Petition for Intervention *with prejudice*,

Russell Whatley Loper, individually, and in the capacity as Co-Trustee of the Kathryn W. Loper Revocable Management Trust and the Kathryn W. Loper Revocable Descendants Trust, and his children, Lauri Kate Loper Cherry, Susan Elizabeth Loper Phipps, and Russell Whatley Loper, Jr. beneficiaries of the Kathryn W. Loper Descendant's Trust, agree that their individual and capacity interests in Rustling Oaks Estates, Inc. are bound by the terms of this Agreed Final Judgment.

Cindy Loper, individually, in the capacity as Co-Trustee of the Kathryn W. Loper Revocable Management Trust and the Kathryn W. Loper Revocable Descendants Trust, and as Attorney-in-Fact for her children, Reagan Corey Emmons, Henry Clay Emmons, and Bodie Clark Emmons agree that their individual and capacity interests in Rustling Oaks Estates, Inc. are bound by the terms of this Agreed Final Judgment.

Each party will bear their own respective fees and costs.

It is therefore **ORDERED, ADJUDGED and DECREED** pursuant to the Rule 11 agreements filed with the Court and this Agreed Final Judgment, that:

- 1.) Rustling Oaks Estates, Inc. deed to Rustling Oaks Estates Property Owners Association, Inc. two (2) Greenbelt park areas in Phase I; and
- 2.) Rustling Oaks Estates, Inc. deed to Rustling Oaks Estates Property Owners Association, Inc. the entrance road for Phase I for the ingress and egress of owners of the Rustling Oaks Estates Property Owners Association, Inc.; and
- 3.) Rustling Oaks Estates, Inc. or its successors in interest convey by deed to Rustling Oaks Estates Property Owners Association, Inc. all roads within Phases I thru IV of the Rustling Oaks Estates Subdivision; and
- 4.) Rustling Oaks Estates, Inc. or its successors in interest convey by deed to Rustling Oaks Estates Property Owners Association, Inc., upon sale of 51% of the Phase V lots, and Rustling Oaks Estates Property Owners Association, Inc. accept all roads and the maintenance of said roads within Phase V, provided at the time of conveyance the Phase V roads comply with Navarro County Rules, Regulations and Specifications for Subdivisions and Manufactured Home Rental Communities, revised January 2008, or as may be amended by the County; and
- 5.) Rustling Oaks Estates Property Owners Association, Inc. quitclaim to Rustling Oaks Estates, Inc. any and all legal interest the POA has in the clubhouse and surrounding premises or pool; the clubhouse and pool or any improvements thereof shall be subject to the "Declaration of Covenants, Conditions and restrictions" as may be amended for

Phases I thru IV and the governing documents applicable to the POA as may be amended; and

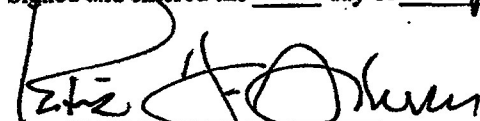
- 6.) Any suit by the Rustling Oaks Estates Property Owners Association, Inc. to enforce the "Declarations of Covenants, Conditions and Restrictions" or the governing documents shall occur in Navarro County, Texas, and the Rustling Oaks Estates Property Owners Association, Inc. shall be entitled to its attorney's fees as provided for in the Section 5.006 of the Texas Property Code as may be amended; and,
- 7.) Rustling Oaks Estates, Inc. or its successors in interest shall pay dues to the Rustling Oaks Estates Property Owners Association, Inc. for property located in Phases I thru IV according to the following "phase-in" payment schedule, beginning thirty (30) days from the date of the final judgment ordering dissolution of Rustling Oaks Estates, Inc.:
 - a. Year 1: 20%
 - b. Year 2: 40%
 - c. Year 3: 60%
 - d. Year 4: 80%
 - e. Year 5: 100%

Rustling Oaks Estates, Inc. or its successors in interest shall enjoy the same rights and privileges and be subject to the same obligations as other members of the Rustling Oaks Estates Property Owners Association, Inc. not inconsistent with this Agreement; and

- 8.) Properties in Phase V will pay dues to Rustling Oaks Estates Property Owners Association, Inc. upon the county's approval of the final plat according to the same schedule as in Paragraph 7 above, with said schedule beginning on the date the final plat is approved by the county; and,
- 9.) In the event that 51 % of the Phase V lots are sold prior to the expiration of the schedule according to Paragraph 7 above and the Rustling Oaks Estates Property Owners Association, Inc. accepts conveyance of the roads in Phase V, then all lots in Phase V shall pay dues to the Rustling Oaks Estates Property Owners Association, Inc. as regular members as if in Year 5; In the event Phase V is sold, conveyed or otherwise assigned to a third party that is not Rustling Oaks Estates, Inc. or its successors in interest, then Phase V shall pay due to the POA as regular members as if in Year 5; and
- 10.) Properties in Phase V will adopt deed restrictions that are consistent and comply with the "Declaration of Covenants, Conditions and Restrictions" for Phase I thru IV; and
- 11.) Rustling Oaks Estates, Inc. or its successors in interest shall provide access to the existing boat dock for Phases I thru V in perpetuity.

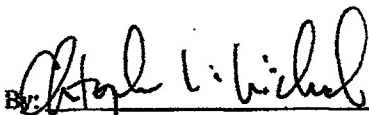
All relief not specifically granted herein is denied. This is a final appealable judgment.
Each party will bear their own respective fees and costs.
Cause No. 09-262-A, previously stayed by the Court is un-stayed and may proceed.

Signed and entered the 22nd day of April, 2013, 2012.




Honorable Patrick Simmons
Judge, 77th District Court
Freestone County, Texas

AGREED as to FORM AND SUBSTANCE:

By: 
J. Grady Randle, SBN 16534500
Christopher L. Nichols, SBN 24034600
Timothy B. Kirwin, SBN 24055783
Memorial Plaza II
820 Gessner, Suite 1570
Houston, Texas 77024-4494
Telephone: (281) 657-2000
Facsimile: (832)476-9554
*Attorneys for Plaintiffs Rustling Oaks
Estates Property Owners Association, Inc.*

By: 

Jim Parsons, SBN 00000065
C. Michael Davis, SBN 24056956
1007 N. Mallard
Palestine, Texas 75801
Tel. (903) 723-0580
Facsimile: (903) 723-0580
Attorneys for Defendant Cindy Emmons

By: 
Benjie Reed, SBN 16674400
201 N. McKinney Street
P. O. Box 1072
Mexia, Texas 76667
Telephone: (254) 562-5547
Facsimile: (254) 562-3332
Attorney for Defendant Russell Loper