

Cause No. 24-DCV-315841

GRAYSON LAKES COMMUNITY ASSOCIATION, INC. Plaintiff,	§	IN THE DISTRICT COURT OF
	§	
	§	
v.	§	FORT BEND COUNTY TEXAS
	§	
BRAD MICHAEL MCFARLANE and TAMARA MCFARLANE, Defendants.	§	
	§	400 TH JUDICIAL DISTRICT

AGREED FINAL JUDGMENT

On this date, the Court considered the disposition of this lawsuit. The plaintiff, *Grayson Lakes Community Association, Inc.* (“Association”), and the defendants, Brad Michael McFarlane and Tamara McFarlane, announced that they have reached an agreement and requested that the Court enter this judgment.

The parties to this lawsuit stipulate that the defendants, Brad Michael McFarlane and Tamara McFarlane, are the owners of the property at *Lot Thirty-eight (38), Block One (1), of Country Lakes, Section One (1) in Fort Bend County, Texas* (“Premises”). The street address of the Premises is 2002 Anchor Lake Lane, Katy, Texas 77494.

The applicable restrictive covenants are the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Grayson Lakes filed at Clerk’s File No. 2005141675 in the Official Public Records of Real Property of Fort Bend County, Texas and all amendments and/or supplements to same are in full force and effect (collectively hereinafter referred to as the “Declaration”).

The plaintiff and the defendants agree and stipulate that the Premises is encumbered by the Declaration.

The Association and the defendants, Brad Michael McFarlane and Tamara McFarlane, have agreed to the following terms and conditions to resolve this lawsuit. Therefore, the Court **ORDERS** and finds that:

1. The installation of the unapproved water well on the Premises by Brad Michael McFarlane and Tamara McFarlane is a violation of section 3(c) of the Initial Restrictions and Rules attached as Exhibit "C" to the Declaration.
2. The Association shall grant a temporary variance to defendants Brad Michael McFarlane and Tamara McFarlane that will allow the defendants to maintain the water well on the Premises as long as a record owner of the Premises is Brad Michael McFarlane or Tamara McFarlane. The temporary variance contemplated by this provision shall be signed and acknowledged by Brad Michael McFarlane and Tamara McFarlane and shall be filed in the Official Public Records of Real Property of Fort Bend County, Texas.
3. The Association shall file a Notice of Violation and Temporary Variance in the Official Public Records of Real Property of Fort Bend County, Texas reciting the nature of the violation and the fact that a temporary variance has been filed in the Official Public Records of Real Property of Fort Bend County, Texas.
4. The temporary variance shall terminate upon the sale or conveyance of the Premises to any owner other than Brad Michael McFarlane or Tamara McFarlane. As used anywhere in this *Agreed Final Judgment*, the "conveyance" of the Premises "to any owner other than Brad Michael McFarlane or Tamara McFarlane" shall not include a conveyance of the Premises to a biological or adopted child of Brad Michael McFarlane and/or Tamara McFarlane through conveyance by deed, inheritance, and/or a probate action, however, any child contemplated by this provision must comply with the terms of this *Agreed Final Judgment* and the temporary variance upon any subsequent conveyance or sale of the Premises to any person(s) or entity(s) that is not a biological or adopted child of Brad Michael McFarlane and/or Tamara McFarlane.
5. The temporary variance contemplated by this *Agreed Final Judgment* shall include, but will not be limited to, any term or provision in this *Agreed Final Judgment* and the following terms and conditions regarding the termination of the water well on the Premises:
 - a. The water well on the Premises must be either permanently removed from the Premises, plugged, or capped prior to the sale or conveyance

of ownership of the Premises to any person or entity other than Brad Michael McFarlane and Tamara McFarlane;

- b. If and when the water well on the Premises is removed, plugged, or capped, the water well on the Premises must be removed, plugged, or capped by either a licensed water well driller or pump installer in accordance with Texas Commission on Environmental Quality ("TCEQ") guidelines, if any, and any other governmental or quasi-governmental regulation or guideline;
 - c. Defendants Brad Michael McFarlane and Tamara McFarlane, or any other owner contemplated by this *Agreed Final Judgment* and the temporary variance, shall provide written documentation to the Association issued by *Fort Bend County MUD #130 or its successor or assign including, but not limited to, any applicable governmental water provider* (hereinafter "MUD 130") that the water well on the Premises has been removed, plugged, or capped by a licensed water well driller or pump installer in accordance with any applicable TCEQ guidelines and any other applicable governmental or quasi-governmental guideline or requirement;
 - d. Upon termination of the water well on the Premises, defendants Brad Michael McFarlane and Tamara McFarlane, or any other owner contemplated by this *Agreed Final Judgment* and the temporary variance, shall provide written documentation to the Association issued by MUD 130 that the water supply for the Premises is solely being provided by MUD 130; and
 - e. In the event that any other person or entity obtains ownership of the Premises other than Brad Michael McFarlane and/or Tamara McFarlane (not including their biological or adopted children) by means other than the sale or conveyance of ownership of the Premises by Brad Michael McFarlane and/or Tamara McFarlane, the temporary variance shall be terminated by the Association and any owner contemplated by this provision shall permanently remove the water well from the Premises or plug the water well within sixty (60) days of obtaining ownership interest in the Premises in accordance with the terms and conditions of this *Agreed Final Judgment* and the temporary variance.
6. The parties agree and stipulate that, prior to the sale or conveyance of the Premises to any person or entity other than Brad Michael McFarlane, Tamara McFarlane and/or their biological or adopted children, the sole water supply for the Premises must be provided by MUD 130 and that the defendants shall take whatever actions necessary, which actions may not be included in this *Agreed Final Judgment* or the temporary variance, to

ensure and confirm that the sole water supply for the Premises is being provided by MUD 130. Any requirements imposed by MUD 130 to connect the Premises to MUD 130's water supply shall be in addition to any requirements of this *Agreed Final Judgment* or the temporary variance.

7. Upon confirmation from MUD 130 that: (a) the water well has been removed, plugged, or capped to the satisfaction of MUD 130; and (b) the sole water supply for the Premises is being provided by MUD 130, the Association shall file a release of the Notice of Violation at the Association's expense and any notice of non-compliance or deed encumbrances pertaining to the water well on the Premises.
8. Both the Association and defendants Brad Michael McFarlane and Tamara McFarlane agree to and hereby release, as of the date this *Agreed Final Judgment* is signed by the Court, any and all past or present claims, lawsuits, demands, debts, liens, obligations, liabilities, rights, and causes of action of any nature or kind, either at law or in equity, whether statutory, constitutional, in contract or in tort, whether now known or unknown, asserted or unasserted, which either party has against the other party, whether related to the claims made the subject matter of this lawsuit or not.
9. Defendants Brad Michael McFarlane and Tamara McFarlane stipulate that, by signing this *Agreed Final Judgment*, the defendants have actual notice of the terms and conditions of this *Agreed Final Judgment*. Accordingly, the defendants stipulate that the Grayson Lakes Community Association, Inc. is not required to have this *Agreed Final Judgment* served on the defendants in accordance with the *Texas Rules of Civil Procedure* and/or any other law of the State of Texas.

The Court finds that the Declaration is in full force and effect.

The Court finds that each party to this lawsuit shall pay its own attorney fees and costs.

The Court finds that this *Agreed Final Judgment* is binding on the defendants, Brad Michael McFarlane and Tamara McFarlane, and the defendants' agents, servants, tenants, employees, attorneys, successors, assigns, and any other persons in active concert or participation with the defendants who receive actual or constructive notice of this judgment.

It is further **ORDERED** that the plaintiff is further allowed all such writs and processes as may be necessary to enforce this judgment.

For all of which let execution issue

This judgment finally disposes of all parties and claims and is appealable.

SIGNED on this the _____ day of _____, 2025.

2/19/2025

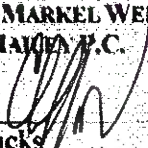
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JUDGE PRESIDING

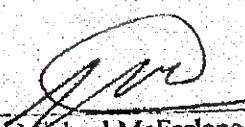


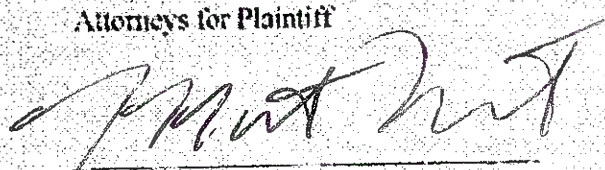
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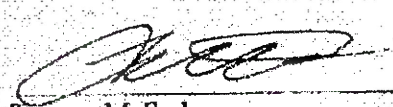
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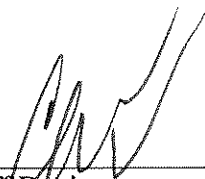
CERTIFICATE OF COMPLIANCE

This is to certify that a true and correct photocopy of *Agreed Final Judgment* has been served upon all attorney(s) of record and/or *pro se* parties by depositing same with the United States Postal Service by first class mail, correctly addressed and postage prepaid, or in the manner indicated, on this the 17th day of January, 2025, to such attorney(s) and/or parties;

FEBRUARY 2025

Micthell Katine (via email)

and the original was filed with the District Clerk of Fort Bend County, Texas, pursuant to Rules 21 and 21a of the *Texas Rules of Civil Procedure*.



Cliff Davis