

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND  
PROPERTY OWNERS ASSOCIATION**

**Cibolo Ridge SUBDIVISION**

This Declaration, made on the date hereinafter set forth by Oaks Subdivision LLC., a Limited Liability Company duly authorized to do business in the State of Texas, hereinafter referred to as "Developer".

**WITNESSETH:**

WHEREAS, Developer is the owner of that certain Tract of land know as Cibolo Ridge, being a Subdivision situated in Wilson County, Texas according the plat ("Plat") of Cibolo Ridge Subdivision, recorded in the office of the County Clerk of Wilson County, Texas, after having been approved as provided by law, and recorded in Book Volume 12, pages 6-7, in the records of plats of Wilson County, Texas (hereinafter referred to as the "Properties" or the "Subdivision");

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plat for the benefit of both the present and future owners of Lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon Cibolo Ridge Subdivision, and declares the following reservations, easements, restrictions, covenants, and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1.01 "Properties" shall mean and refer to Cibolo Ridge, as shown by the plat thereof recorded in the Plat Records of Wilson County, Texas, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant to the provisions set forth herein.

Section 1.02 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.03 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot in the Subdivision.

Section 1.04 "Developer" The term "Developer" shall mean OAKS SUBDIVISION, LLC, as well as any other person or entity who is a successor to OAKS SUBDIVISION LLC, or who shall have had their rights or duties as Developer assigned to them.

Section 1.06 "Drainage Area" shall mean any property described as Drainage Easement or Detention Pond as depicted on the Cibolo Ridge Subdivision plat. Such areas include but are not limited to detention ponds, detention tanks and other drainage easements or structures (other than bar ditches).

Section 1.07 "Lot" shall mean and refer to any plot of land identified as a Lot or home site on the plat of the Subdivision.

Section 1.08 "Owner" shall mean and refer to the record owner, (which shall include any purchaser under contract with the Texas Veterans Land Board) whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including (i) contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those who have only an interest in the mineral estate, (ii) Developer (except as otherwise provided herein,) and (iii) Builders.

**ARTICLE II**  
**RESERVATIONS, EXCEPTIONS AND DEDICATIONS.**

Section 2.01 Recorded Subdivision map of the property. The plat ("Plat") of the Subdivision dedicated to the Public for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain reservations, exceptions and dedications applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments off the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves the non-exclusive right to use the utility easements and right-of-ways shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Wilson County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of water, electric lighting, electric power, telegraph and telephone line or lines, storm surface or underground drainage, cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Property. Should any utility company furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said

Property without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of the respective facilities. Nothing contained herein shall impose any obligation on Developer to construct or maintain any utilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract for deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water system, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Section 2.04 Utility Easements.

- (a) Utility easements have been dedicated in accordance with the Plat.
- (b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by a Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.
- (c) In the event that a single owner shall own two or more adjacent Lots used as a single building site, then the 15' Utility Easement along the interior and common Lot lines shall be considered vacated so long as no utilities have been previously installed therein. However, in the event that one such Lot shall thereafter be conveyed to any third party, the interior Utility easements along such interior and common Lot line shall again burden both such Lots.

Section 2.05 General Drainage Easements. The Plat generally dedicated a thirty foot (30') wide drainage easement centered on all natural runoff channels, creeks, or swales, in addition to those drainage easements specifically shown and dedicated on the Plat. Developer, its successors and assigns, reserves the right, but not the obligation, to more specifically identify these natural runoff channels, creeks, and swales to the extent that identification is necessary or convenient for a Lot Owner.

Should a Lot Owner request such identification and Developer, in its sole discretion, employs an engineer or surveyor to assist in the identification process, the Lot Owner shall pay the fees and costs for such expert assistance. The written identification of such natural run off channels, creeks, or swales may be reduced to a instrument recorded in the Real Property Records of Wilson County, Texas, which shall be in addition to and shall supersede the general Plat reference for that Lot. Any drainage pattern and/or earthen tank embankment established on the property cannot be altered or blocked in any manner whatsoever.

**ARTICLE III**  
**USE RESTRICTIONS**

Section 3.01 Single Family Residential Construction. No building shall be constructed on any Lot other than one single family residential dwelling with a detached or attached garage or carport. In addition to the primary residence, there may be constructed either (a) one garage apartment as part of the garage or (b) one guest house, so long as such guest house is attached to the primary residence by a common roof (including a roof over an open breeze way). There may be only one garage apartment or one connected guesthouse, but not both. The term "dwelling" does not include single-wide, double wide or multi-section manufactured homes, and said manufactured homes are not permitted within this subdivision. As used herein, the term "single family residential dwelling" shall be construed to prohibit mobiles homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, four-plexes, condominiums, or apartment houses.

All plans and specifications for residential dwellings and other structural improvements must be approved in writing by Developer its successors or assigns, prior to being constructed.

There may also be constructed work shops, barns, and outbuildings so long as they are of good construction, kept in good repair, and are not used for temporary or permanent residential purposes. Any pre-existing outbuildings, barns or similar improvements may continue to remain on the property.

Any single story residential dwellings must have at least a total living areas of at least 1,600 square feet, and a 2-story residential dwelling must have a total living area of not less than 2,000 square feet, excluding porches, garages and guesthouse and be constructed with new materials, except that used brick, stone, wooden beams, doors, and the like may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the Subdivision. All residential dwellings must be site built and constructed upon a monolithic full concrete slab foundation, more specifically, no concrete pier, beam or similar structure may be used as a foundation. Any barn, outbuilding, structure, or cottage must be of a similar design and finish as the main residence structure.

Each residence must have a minimum of seventy five percent (75%) brick, rock, or stucco masonry construction on exterior walls, and must meet the following standards: Hardi Board Masonry may be used not to exceed 25% of exterior.

The facing of all buildings facing a public street, including barns, garages, cottages, and out buildings must be 100% masonry, except that dormers on the front of two story structures may be constructed of non-masonry materials. Hardie plank and similar cementitious siding products may be counted towards the masonry requirements.

Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within six (6) months from commencement date. During construction of a residence, an Owner must provide a construction dumpster for container storage of trash and building construction debris, and a portable construction toilet for construction workers. Both dumpster and construction toilet must be removed immediately upon completion of construction. During the construction of a dwelling, a camper or recreation vehicle may be used as a temporary residence for up to six (6) months, so long as said camper or recreation vehicle is hooked up to an approved septic system. The above said period may not be extended without the express written consent of the Developer, its successors or assigns. It is specifically agreed that Lot Owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property.

No residence shall be occupied even on a temporary basis until water service is connected and an approved private sewage disposal system is installed. Each Lot owner must contact the La Vernia U.S. Post Office for mail service at the time of construction.

All attached garages shall be side entrance only and the garage entry shall not face the street (except for corner lots where the garage doors shall face the side street only).

Section 3.02 Lot Line/Setbacks. No building of any kind shall be located on any Lot nearer than fifteen (15") feet to the side or rear property line, or nearer than thirty-five (35') feet from front property line facing any public road. The Developer shall have the right to grant exceptions to the setback lines shown on the plat and upon recording an instrument describing such exception in the real property records of Wilson County, Texas, setting forth the setbacks in such exception shall supersede and replace and the new setbacks established in the Subdivision Plat. "Rear and side Lot lines" respectively, as used in this paragraph, in respect to any two or more contiguous whole Lots owned by the same owner and used as a single building site, shall mean, respectively, the outermost rear Lot lines and side Lot lines considering said contiguous whole Lots as one Lot. However, in the event that a single owner shall own two or more adjacent Lots, and shall thereafter convey one to any third party, the interior Lot lines between the Lots then owned by separated owners shall be burdened by the setback

lines described herein. All dwellings placed on a Lot must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.

Section 3.03 Use of Temporary Structures. No structure of a temporary character, whether trailer, recreational vehicle, camper, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, except as permitted in section 3.01. However, the Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision. This sentence shall take precedence over any conflicting provisions of these Subdivision restrictions.

Section 3.04 Fences. All fences must be constructed with new materials. Lots cannot be fenced to the road. Fences are allowed from the corner of the front of the house to the rear of the Property. All lots bordering Hwy 87 are required to construct similar type fencing, to be determined by developer. All upkeep to Hwy 87 fencing shall remain responsibility of each lot owners portion.

Section 3.05 Prohibition of Offensive Activities. Except as provided in Section 3.18 operation of a business on a Lot will not be permitted. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No obnoxious or offensive activity shall be carried on upon any Lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

Section 3.06 Minimum Lot Area. The Texas Veterans Land Board may sever a homesite parcel from any Lot owned by them. Otherwise, no Lot shall be subdivided without the consent of the Developer, its successors and assigns, which consent may be granted or withheld at the sole discretion of the Developer, its successors or assigns.

Section 3.07 Water Service and Water Wells. Water is supplied to the subdivision through a water service company licensed by the State of Texas. A hook-up fee will be payable by a property owner for the initial hook up to this system.

Site location for any water well must be such that any required sanitary easement is provided for and contained solely on that Lot. It is the intent hereof to prohibit any water well, which might impair or limit in any way whatsoever the use of any other Lot because of the water well and sanitation requirements related to same.

Section 3.08 Storage, Garbage, Refuse, and Prohibited Items. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the road. However, any new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements, after which time those

materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways. Each Owner or occupant shall keep the portion of the Property owned by it in a clean, kept, neat and sanitary condition. All Owners or occupants of any portion of the Property are required to maintain their portion of the Property, whether vacant or occupied, so that each Owner's tract does not become overrun or overgrown with tall grass, heavy brush, rubbish or trash. No inoperative or unlicensed automobile shall be placed on any Lot except in an enclosed structure, which meets the requirements of these restrictions. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property. No dump trucks, commercial trucks, any trucks with more than two axles, tractor-trailer trucks (commonly referred to as eighteen (18) wheelers) or heavy commercial or construction equipment may be parked on or near any Lot except temporarily as needed for residential construction purposes.

Section 3.09 Unsightly Storage. No unsightly trucks or vehicles shall be stored or kept on any Lot, and no automobile or other vehicle shall be kept on any Lot for the purposes of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents, and such use shall in no way cause a nuisance to the public or other property owners. No outbuilding taller than 14" at the highest point may be constructed to the rear of the main residence of Cibolo Ridge Subdivision.

Section 3.10 Off-Road Parking. Both prior to and after the occupancy of a dwelling on any Lot, the Owner shall provide appropriate space for off-road parking for his vehicles. No Owner nor his guests or invitees may park vehicles overnight on the public right-of-way.

Section 3.11 Sewage Treatment. No outside toilet will be permitted except during construction as provided in Section 3.01 above. No sanitary sewage disposal system shall be installed on any Lot until a permit is used by the regulatory authority having jurisdiction over same.

Section 3.12 Signs. No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any Lot except one (1) professionally made sign not more than 18" x 24", advertising an Owner's Lot for sale, rent or during home construction. Developer or an Owner shall have the right to remove any such sign; which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other action in connection therewith, or arising from such removal. The Developer shall have the right to erect any size sign for the purpose of identifying and advertising property so long as such sign is maintained in good condition and removed promptly after marketing ends.

Section 3.13 Driveways. No driveway shall be constructed on any Lot until all required permits from the appropriate regulatory agencies have been obtained. All

driveways shall be of a hard surfaced material, finish, and composition for the first thirty-Five (35') feet of driveway extending from the main road running in from of the Lots. These may include, but are not necessarily limited to stone, flagstone, concrete, exposed aggregate concrete, concrete pavers, brick and asphalt. All driveway entrances shall be at least twelve feet (12') in width. An Owner is responsible in the event the design and construction of the driveway impedes the drainage system set out in the plat and approved by Wilson County.

Section 3.14 Drainage. Natural established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, nor shall any curb nor shall other such impediment or the free flow of water be installed or altered, without prior written consent of the Developer, its successors, heirs or assigns. An Owner is responsible in the event the design and construction of the driveway impedes the drainage system set out in the plat and approved by Wilson County.

Section 3.15 Hunting/Firearms. Discharging of firearms for hunting and/or target practice is expressly prohibited in the subdivision.

Section 3.16 Prohibited Use of Lot as Roadway. No Lot or any part of a Lot shall be used as a street, access road, or public thoroughfare without the prior written consent of the Developer, its successors or assigns.

Section 3.17 Animals. Provided that such use does not create any condition conflicting with the residential nature of the Subdivision, the following animals may be raised or kept on the property:

1. Household Pets, such as cats, dogs and birds.
2. Livestock animals raised for 4-H or FFA school supervised programs, as long as used for a school project.
3. Horses and cattle, provided that a total of no more than one head per acre of area (with the size of Lot rounded either up or down to the nearest even acre) is kept on a Lot. Otherwise, no animals may be raised or maintained on any Lot. Under no circumstances shall any emus, ostriches, or any exotic animals be maintained on any Lot. In no case shall any commercial feedlot operation be allowed, nor the breeding and raising of animals as a commercial operation.
4. No pigs nor hogs may be raised, kept or bred, except for 4-H or FFA and school supervised programs.
5. Dogs must be kept in fenced in area or under leash at all times.

Section 3.18 Home Office/Telecommuting. Use of a Lot for Home Office or Telecommuting is permissible when conducted by a person in his residence. No other business use of a Lot shall be allowed. To be considered as a home office/telecommuting activity, the following applies:



- (a) The activity shall be at the residence of the person conducting the activity and it shall be entirely contained within the personal residence.
- (b) The activity is carried on only by the person(s) who reside(s) at that residence and specifically no outside employees are involved in the business at the residence.
- (c) The activity in incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity shall not exceed 20% of the residential living area square footage.
- (d) The activity does not result in an objectionable noise, nor does it increase traffic volume or require additional parking.
- (e) The activity does not include any window or outdoor displays and does not include any retail sales on the property.
- (f) The residence where the activity is located shall not be used as a point for customer visits, customer pick-up or customer deliveries.
- (g) Outdoor stage of any items related to the activity is prohibited.

**ARTICLE IV**  
**GENERAL PROVISIONS**

Section 4.1 Covenants Running With The Land. All of the restrictions, covenants, and easements, herein provided for and adopted apply to each and every Lot, and shall be covenants running with the land. The Owner of any Lot in the Subdivision shall have the right to either prevent a breach of any such Restriction or covenant, or enforce the performance thereof, by suit in law or equity, by way of injunction or damages, filed in any Court of competent jurisdiction. Nothing herein shall be construed as compelling the Developer to enforce any of these provisions, nor shall the failure of the Developer to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Developer shall have no liability or responsibility at law or in equity on account of enforcement of, or on account of the failure to enforce these restrictions.

Section 4.02 Developer's Authority. The Developer, however, shall have the right to make use of any Lots then owned by Developer for Developer's purposes, including, but not limited to, sales offices, parking areas, storage and maintenance facilities, and storage and maintenance of equipment.

Developer reserves the right to construct and develop additional dedicated county roads over and across any Lot owned by the Developer, along with any re-platting as may be required. Each Lot owner hereby consents, without protest, to non-notification and without notice publication, as stated in the Wilson County Subdivision Regulations, Revision, Cancellation and Amendment of a Subdivision Plat, Article VI, (A)(1-6), and further allows Commissioner's Court to permit the re-plat under the provisions of Article VI (A)(1-6). While Wilson County may elect to provide notification at their option, it shall be considered courtesy only and shall not cancel any portion of this provision. The Developer expressly retains the right to acquire and subdivide adjacent properties and connect the Subdivision roads(s) to same in order to provide ingress and egress thereto in establishing continuing development of such future development.

Section 4.03 Partial Invalidation. Invalidation of any covenant or restriction (by Court Judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others, the conditions so violated or any other conditions. The Developer and/or their designees may, on any Lot and/or Lots then owned by them, construct, maintain, use and allow to be used by others a sales office and storage facilities and Article III shall not apply thereto.

Section 4.04 Term and Amendments. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Owner of any Lot, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from this date, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. Subject to Section 4.02 paragraph hereto, the covenants, conditions and restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners; during any succeeding ten (10) year periods, the covenants, conditions, and restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Wilson County, Texas, nor until the approval of any governmental regulatory body, which is required, shall have been obtained. Notwithstanding the foregoing, Developer shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

**ARTICLE V**  
**PROPERTY OWNERS ASSOCIATION**

Section 5.01 Preamble. As shown on the Plat of Cibolo Ridge Subdivision as recorded at Volume 12, Pages 6-7 of the Plat Records of Wilson County, Texas.

The Property Owners Association is established to serve for the general benefit of the community of Cibolo Ridge Subdivision, to manage any common areas, to assist in the maintenance of property values and, in particular, to comply with the duty to maintain the detention ponds, detention tanks, or other drainage easements and structures (other than bar ditches). Now, therefore, the undersigned hereby establish the Cibolo Ridge Subdivision Property Owners Association, which shall be established with the Secretary of State of Texas as a Nonprofit Corporation. The Cibolo Ridge Subdivision Property Owners Association shall be hereinafter referred to as "the Association". The Association

shall assume all maintenance obligations with respect to Drainage Areas, detention ponds, detention tanks, and other drainage easements and structures (other than bar ditches) and any other common areas which may be established. In order to accomplish this, the Association shall have the right to impose assessments. However, failure by the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of their right to do so thereafter.

Section 5.02 Governance. The Association shall be governed by a Board of Directors elected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board of Directors shall have the general authority to manage the Association and to perform the obligations called for herein. The right of members to vote for the Board of Directors shall be governed by the Bylaws of the Association. The Bylaws shall provide that any Owner who is current in the payment of assessments important to use defined terms shall have the right to vote at any meeting of the members of the Association.

Section 5.02.01 Insurance. The Board shall have the right to acquire a general comprehensive liability insurance policy for the benefit of the Association and its members covering occurrences in the Drainage Areas and any common areas for personal or property damage. The policy limits shall be determined by the Board. The Board shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members. Members of the Board (as well as any management company retained by the Board) may also be insured.

Section 5.02.02 Enforceability of Restrictions. The Board shall have the authority to enforce all restrictions, covenants, conditions, and reservations imposed by the Declaration. However, failure by the Board to enforce any restriction shall not give rise to any cause of action against the Board, nor shall such failure constitute or be a waiver of a right to enforce such restriction in the future.

Section 5.02.03 Utilization of Professionals. The Board, in order to accomplish any of its purposes, shall have the authority to employ the Property Owners Association. The Board shall have the right to vest in such professional such discretion as the Board deems appropriate.

Section 5.02.04 Notices. Wherever any notice is required to be provided to any member, person, or entity, such notice shall be in writing and be given at least seven (7) days in advance of the effective date of the subject matter of the notice unless otherwise stated in this Declaration, the Bylaws, or the Articles of

Incorporation. Notice to any Owner or mortgage holder shall be at the last known address of the Owner as shown in the records of the Association. It shall not be the duty of the Association to search out the current address of the Owner and/or lienholder, but rather it is the duty of the Owner and/or lien holder to provide the Association with the appropriate mailing address.

Section 5.02.05 Interest on Delinquencies. Wherever provided for in this Declaration for interest to be paid, the interest rate shall be ten (10%) percent, compounded annually.

Section 5.02.06 Board Authority. The Board, acting on behalf of the Association, shall have the right to:

- A. grant or dedicate any common area to any public agency, authority, or utility for the purposes set forth in the Declaration or for public use as needed;
- B. borrow money for the purpose of improving any common area, Drainage Area, or otherwise to enable the Association to accomplish any action required of the Association or authorized for the Association to perform;
- C. in order to enforce of the restrictions contained in the covenants, to commence any litigation and to represent the Association in any such litigation, seeking all such relief as may be available at law; and
- D. contract with any management company or a commercial provider to assist the Association with any of its duties and responsibilities.

Section 5.02.07 Voting Rights. Each Owner, as defined in the Original Declaration, shall be entitled to one (1) vote in the Association for each lot owned by an Owner. Only one vote shall be cast for each lot. In the event of multiple Owners of any individual lot, only one (1) vote may be cast for such lot. In no event shall any vote for a single lot be split on any issue. In no event shall any one lot have more than one (1) vote.

Section 5.03 Assessments. The Association shall have the right to collect assessments. The provisions contained herein shall govern the collection of assessments; however, in the event of any conflict between these provisions and the Property Code of the State of Texas, the appropriate provisions of the Property Code of the State of Texas (to the extent that they apply to this subdivision) shall control.

Section 5.03.01 Assessment Obligations. Each Owner of a lot, by acceptance of the deed thereto, whether or not expressly stated in the deed, shall pay to the Association, and does hereby agree to pay to the Association:

1. Annual assessments or charges as provided for herein;
2. Any special assessments as may be established and collected as provided for herein;
3. Any interest or attorney's fees as a result of any delinquency in the payment of assessments; and
4. Any annual or special assessments, together with any interest, costs, and attorney's fees associated therewith shall be charged upon each lot which is subject to such assessment, and shall be secured by a continuing lien on the lot against which such assessment is made. However, such lien shall be subordinate to vendor's liens and improvement liens as described below. Each assessment, as well as all interest, costs, and attorney's fees, shall also be the personal obligation of the Owner of such lot at the time the assessment came due. If an Owner conveys a lot and assessments against the lot remain unpaid, the Owner shall pay the past due assessments at the time of closing of sale; however, such assessments, so long as unpaid, shall continue as a lien against the lot until paid, and the Owner shall remain liable to the Association for the payment of such delinquent assessments, regardless of any conveyance of such lot.

Section 5.03.02 Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance, operation, management, and protection of the Drainage Areas as described above, as well as for the improvement, operation, management, preservation, and maintenance of any other common areas (if any), for social, educational, or cultural activities on behalf of the Association, and for professional services as may be necessary or appropriate for the furtherance of the goals of the Association. However, no assessments shall be utilized (except to an insignificant extent) for any purposes which would be in violation of any regulations of the Internal Revenue Code for maintaining the Association status as a tax exempt entity under Section 501(c) of the Internal Revenue Code. The Association may maintain a reserve fund for the accomplishment of any of the purposes set forth herein. Any assessments of the Association may also be utilized for administrative purposes, for payment of taxes, insurance, or other reasonable or appropriate expenses of the Association.

Section 5.03.03 Amount of Assessments. The amount of the annual assessments shall be established by the Property Owners Association at its annual meeting. However, until the Property Owners Association has otherwise established the assessments, assessments, commencing on January 1 following the recording of this instrument, shall be Sixty (\$60.00) Dollars per lot per year. Assessments shall become payable on January 1<sup>st</sup> of each year (commencing on January 1, 2018) and shall be deemed to be

delinquent on January 31<sup>st</sup> of each year. No assessments will be due until January 1, 2018. The Board of Directors shall use their best efforts to notify Owners of the assessments each year; however, assessments shall be deemed to be due and payable regardless of whether notice was received by any individual Lot Owner.

Section 5.03.04 Adjustments to Assessments. The annual assessment may be increased by the Property Owners Association at their annual meeting (which shall be held in accordance with the Bylaws of the Association) by not more than fifteen (15%) percent each year. The annual assessment may be increased in excess of fifteen (15%) percent over the previous year's assessment if the same is necessary in order to provide for the maintenance, operation, or protection of the Detention Areas described above.

Section 5.03.05 Certificate of Amount Due. Upon written request, the Board of Directors shall furnish an appropriate certificate setting forth whether the assessments on any specific lot have been paid and indicating any delinquencies which may be due. The Association may charge a reasonable fee for the preparation of such certificate.

Section 5.03.06 Priority of Assessment Lien. Any unpaid assessments shall be secured by a lien on the lot for which the assessments are unpaid. However, any such lien or assessment shall automatically be determined to be subordinate to:

- A. any vendor's lien or purchase money lien for the acquisition of the lot;
- B. any lien created for the construction or improvement of any improvements on the property (whether such improvements were commenced before or after the delinquency date of the assessment; and
- C. any lien for the payment of any ad valorem or other taxes (including Federal Income Taxes).

It shall not be necessary for the Board of Directors to take any action to subordinate their assessment lien; however the Board of Directors shall have the authority to execute any certificates or other documents as may be necessary in order to evidence the subordination of such lien to any prior liens as described in this paragraph. However, the Board of Directors of the Association shall further have the authority to notify any prior lienholders of any delinquencies in the payment of assessments.

Section 5.03.07 Special Assessments. In addition to the annual assessments the Association may levy special assessments applicable only for that fiscal year. Such special assessments may be levied for expenses that are over and above the annual assessment. A special assessment shall be valid only upon a vote by a majority of the Owners attending a Property Owners Association meeting called in which notice of the proposal for a special assessment was included in the notice calling the meeting.

Section 5.02.08 Remedies for Non-Payment of Assessment. Any assessment, when not paid by January 31<sup>st</sup> of each year shall be deemed delinquent. Any assessment remaining unpaid by February 15<sup>th</sup> shall incur an additional late fee of Twenty Five and No/100 (\$25.00) Dollars. Thereafter, the assessment shall bear interest at the rate of ten (10%) percent per annum, compounded annually. In the event of any delinquent assessment, the Association shall have the authority to:

- A. file a certificate or other document with the County Clerk of Wilson County, Texas, indicating that such assessments are delinquent;
- B. take any collection activity for the recovery of such assessments as may be necessary or appropriate, including reporting such delinquency to any collection bureaus, credit reporting agencies, or otherwise;
- C. commence litigation for the collection of such assessments; or
- D. take such steps as are appropriate in accordance with the Property Code of the State of Texas for the foreclosure of such assessment after complying with all of the appropriate requirements of those statutes which apply to this property for the foreclosure of such assessment lien.
- E. In this regard, each Owner hereby grants to the Association a power of sale in conjunction with such assessment lien in the event of a delinquency in such assessment, and the Association shall specifically have the power to designate a trustee in writing from time to time to act as agent for the collection of such delinquent assessments. However, no foreclosure of an assessment lien shall in any way be authorized by the Board of Directors until the total delinquency owing to the Association is greater than One Thousand and No/100 (\$1,000.00) Dollars.

Section 5.04 Architectural Control Committee. The Board of Directors shall have the authority to create, either from its members or from other members of the Association,

an Architectural Control Committee. The members of the Architectural Control Committee shall serve until their successors are named. A majority of the Architectural Control Committee (hereafter the "ACC") may act for the ACC. Unless required by the Property Code of the State of Texas, no notice of any ACC meeting shall be required. In the event a vacancy on the ACC shall arise, the Board of Directors shall have the authority to appoint a replacement to fill the vacancy.

Section 5.04.01 Approval of Plans. All plans for:

- A. the construction of any improvements on any lot in the subdivision;
- B. the modification of any of the elevations of any lot in the subdivision; or
- C. the modification or alteration of any natural drainage areas or other Drainage Areas in the subdivision;

must be submitted to the ACC and reviewed by them in compliance with these restrictions. The ACC shall be entitled to evaluate all plans solely to insure that they comply with these restrictions and with the requirements of the Wilson County Subdivision Review Committee. The ACC, upon receipt of the plans, shall render its decision within fifteen (15) days from the receipt of such plans. In the absence of any decision made within fifteen (15) days, the plan shall be deemed approved. In the event the plans are rejected for any reason, the Owner of the plans shall have the right, after meeting the objections of the ACC, to resubmit the plans for a second review.

Section 5.04.02 Plans To Be Submitted. The ACC shall specifically cover all buildings, fences, flatwork, swimming pool, or other structures or improvements, as well as any alteration or modification in the elevation or drainage of any lot. Construction on any such improvements or such alterations or modifications shall not commence prior to the receipt of a letter of approval from the ACC. The plans submitted must include:

- A. an accurately drawn dimensional plan showing all buildings, setback lines, easements, drives, and walks;
- B. a foundation floor plan, including room sizes and layouts, exterior elevations, of buildings above finish grade, and all back-filling and landscaping;
- C. a description of any drainage, including Drainage Area, or elevation alteration, including an Engineer's assessment.

Section 5.04.03 Evaluation of Plans. The ACC shall have the authority to engage



in any fact finding operations, and shall have the power to construe and interpret any covenant contained herein that may be vague, indefinite, or uncertain, or subject to more than one interpretation. The goal of the ACC is to encourage construction of dwellings in accordance with the terms of this instrument and the Original Declarations. Members of the ACC shall not be liable to any person or entity as a result of any act taken in their discretion herein. The ACC's evaluation of their plans is solely to determine compliance with the terms of this Declaration and the Original Declarations and the requirements of any local, state, or federal law.

Section 5.04.04 Variances and Waivers. The ACC shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of this Declaration or the Original Declarations in order to correct or avoid hardships to Owners unless such deviation or infraction concerns Detention Areas. Any request for a variance or waiver must explicitly be stated in writing to the ACC, directing the ACC to the specific variance or waiver requested and the provision of these Declarations or the Original Declarations from which the variance or waiver is requested. Unlike plans, requests for variances or waivers shall be deemed to be disapproved unless the ACC expressly states approval in writing within fifteen (15) days following the submission of such request. No member of the ACC shall be liable to any Owner or other entity for any claims, causes of action, or damages arising out of the grant or denial of any variance or waiver. Each request for a variance or a waiver shall be reviewed independently of any similar requests and the grant of a variance or waiver in one circumstance shall expressly not constitute or be a waiver or variance in any other circumstance, nor shall the same ever be considered to be precedent regarding any subsequent or other requests. The decisions of the ACC with respect to such variances or waivers shall be deemed to be final and binding upon the association and the applicant.

Section 5.05 General Provisions. The Board of Directors shall receive no compensation for service as Board of Directors of the Association. The Board of Directors shall be indemnified against any loss or damages which they may suffer as a result of actions as members of the Board of Directors in accordance with the Bylaws of the Association. The governance of the Association shall be as expressed in the Articles of Incorporation and the Bylaws of the Association. In the event of any conflict between the Bylaws of the Association and this instrument, the terms of this instrument shall control.

Therefore, these Amendments to the Original Declaration are hereby approved on the date shown below, but are to be effective as of December 1, 2016.

THE OAKS SUBDIVISION, L.L.C.,  
A Texas Limited Liability Company

THE OAKS SUBDIVISION, L.L.C.,  
A Texas Limited Liability Company

By: [Signature]  
LAWRENCE GEMBLER, JR.,  
Manager

By: [Signature]  
LAWRENCE W. FRIESENHAHN, JR.,  
Manager

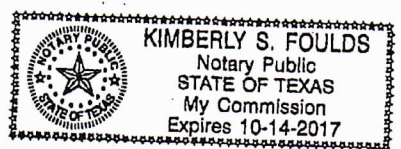
EXECUTED this 11 day of May, 2016<sup>KF</sup>

STATE OF TEXAS §  
                                  §  
COUNTY OF WILSON §

BEFORE ME, the undersigned authority, on this day personally appeared LAWRENCE GEMBLER JR., a Manager of THE OAKS SUBDIVISIONS, LLC, a Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed of said THE OAKS SUBDIVISION, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of May, 2016<sup>KF</sup>

Seal [Signature]  
(Signature of Notary)  
Notary Public in and for the State of Texas

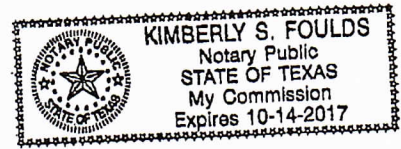


STATE OF TEXAS §  
                                  §  
COUNTY OF WILSON §

BEFORE ME, the undersigned authority, on this day personally appeared LAWRENCE FRIESENHAHN JR., a Manager of THE OAKS SUBDIVISIONS, LLC, a Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed of said THE OAKS SUBDIVISION, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of May, 2016<sup>KF</sup>

Seal [Signature]  
(Signature of Notary)  
Notary Public in and for the State of Texas



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OF 1970 551

f+r  
RAKOWITZ ENGINEERING  
& SURVEYING  
ATTN: BRADLEY KOETTER  
P.O. Box 172  
PLEASANTON, TX 78064

Filed for Record in:  
Wilson County  
By Honorable Eva Martinez  
County Clerk

On: May 15, 2017 at 02:26P  
As a Recording

Document Number: 00063838  
Total Fees : 98.00

Receipt Number - 205535  
By:  
Frances Cherry

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF WILSON  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in Official Public Records the Volume: 1970 and Page: 533 of the named records of Wilson County as stamped hereon by me.

May 15, 2017



*Eva Martinez*  
COUNTY CLERK  
WILSON COUNTY, TEXAS