

**DECLARATION OF AMENDED, RESTATED AND CONSOLIDATED
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SHADY OAK ESTATES
Montgomery County, Texas**

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This Declaration of Amended, Restated and Consolidated Covenants, Conditions, and Restrictions (hereinafter referred to as the “Declaration”) for SHADY OAK ESTATES SECTION ONE, SHADY OAK ESTATES SECTION TWO and SHADY OAK ESTATES SECTION THREE, subdivisions in Montgomery County, Texas (collectively referred to as “Shady Oak Estates” or the “Subdivision”) is executed on the date hereinafter set forth by SHADY OAK ESTATES OWNER’S ASSOCIATION (the “Association”).

W I T N E S S E T H:

WHEREAS, SHADY OAK ESTATES OWNER’S ASSOCIATION, a Texas nonprofit corporation, was formed by the filing of its Certificate of Formation on August 22, 2016, in the Office of the Secretary of State of Texas, as the property owners association for Shady Oak Estates, a subdivision comprised of 526.735 acres of land, subdivided according to the maps or plats thereof recorded in the Map Records of Montgomery County, Texas, as follows:

- SHADY OAK ESTATES SECTION ONE – Clerk’s File No. 98-48922 [Cabinet K, Sheets 162-166, Map Records], Official Records, Montgomery County, Texas;
- SHADY OAK ESTATES SECTION TWO – Clerk’s File No. 99-048935 [Cabinet M, Sheets 62-66, Map Records], Official Records, Montgomery County, Texas; and
- SHADY OAK ESTATES SECTION THREE – Clerk’s File No. 2002-035313 [Cabinet R, Sheets 191-196, Map Records], Official Records, Montgomery County, Texas (collectively the “Subdivision”); and

WHEREAS, the Subdivision is subject to certain covenants, conditions and restrictions established by its developer, Dreamscape Land Development, Inc., through its President, Bruce Allegar, and recorded in the Official Public Records of Montgomery County, Texas, as follows:

- Restrictions for Shady Oak Estates dated August 14, 1998, recorded under Clerk’s File No. 98-62323;
- Amended Restrictions dated November 16, 1999, recorded under Clerk’s File No. 99-095895;

- Amended Restrictions dated May 23, 2002, recorded under Clerk's File No. 2002-051818;
- Amended Restrictions dated March 3, 2005, recorded under Clerk's File No. 2005-022584;
- Amended Restrictions dated March 3, 2005, recorded under Clerk's File No. 2006-107533;
- Amendment to Restrictions dated June 26, 2009, recorded under Clerk's File No. 2009-055825; and
- Amendment to Restrictions dated June 7, 2016, recorded under Clerk's File No. 2016-048654.

(said instruments being collectively referred to as the "Original Declarations"); and

WHEREAS, Section 209.0041 of the TEXAS PROPERTY CODE provides that, unless the restrictive covenants applicable to a subdivision provides for a lower percentage, restrictive covenants may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment; and

WHEREAS, Section 209.0041 of the TEXAS PROPERTY CODE provides that if the restrictive covenants are silent as to voting rights for an amendment, the restrictive covenants may be amended by a vote of owners owning sixty-seven percent (67%) of the lots subject to the restrictive covenants; and

WHEREAS, the property owners having the requisite number of votes in the Association and/or at least sixty-seven percent (67%) of the owners of the lots subject to the restrictive covenants desire to amend the Original Declarations and restate and consolidate them into one (1) instrument that is applicable to Shady Oak Estates; and

WHEREAS, the requisite number of lots have approved this Declaration of Amended, Restated and Consolidated Covenants, Conditions and Restrictions for Shady Oak Estates, and voted to amend and restate said covenants, conditions and restrictions as herein provided;

NOW THEREFORE, in consideration of the premises and pursuant to the authority of Section 209.0041 of the TEXAS PROPERTY CODE, the property Owners in the Subdivision, acting by and through the Association, adopt, reaffirm and ratify the following amended and restated covenants, conditions and restrictions for Shady Oak Estates, and declare that the Subdivision shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following easements, restrictions, reservations, dedications, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon the Subdivision and which shall run with the properties in the Subdivision and be binding on all parties, now and at any time hereafter, having or claiming any right, title or interest in the Subdivision or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such

right, title or interest is or may be acquired, and all of which shall inure to the benefit of each Owner of any part of the Subdivision (the "Restrictions").

Unless otherwise specifically indicated, these Covenants, Conditions and Restrictions do not apply in any manner to the areas designated on the Subdivision Plat as Reserves, and such Reserves are not restricted or affected in any manner by this instrument except as specifically provided herein

ARTICLE I

DEFINITIONS

1. "Architectural Control Committee" or "Committee" shall mean and refer to the Shady Oak Estates Architectural Control Committee.

2. "Association" shall mean and refer to Shady Oak Estates Owner's Association, a Texas nonprofit corporation.

3. "Board of Directors" of "Board" shall mean the board of directors of Shady Oak Estates Owner's Association.

4. "Common Area" shall mean and refer to all of the property in the Subdivision other than unrestricted reserves and other than the Lots, as shown on the Subdivision Plat, said property, including, but not limited to playground areas, entrance areas, common parking areas, common lighting, and other commonly used and shared areas and/or amenities.

5. "Improvements" shall mean and refer to any dwelling, garage, carport, swimming pool, wall, fence and any other structure or object of a permanent nature placed on, in, adjacent to or under the Properties.

6. "Lot" and/or "Lots" shall mean and refer to the Lots shown on the Subdivision Plat, which are restricted hereby to use for single family residential purposes.

7. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision. In the event of a contract for sale covering any Lot, the "Owner" shall be the purchaser named in the contract. "Owner" does not include those persons or entities having a security interest in the Lot or those having an interest in the mineral estate only.

9. "Property and/or Properties" shall mean and refer to Shady Oak Estates, as depicted on the Subdivision Plats.

10. "Reserve" and/or "Reserves" shall mean and refer to any areas expressly designated on the Subdivision Plat as Reserves.

11. "Resident" shall mean and refer to every person occupying a residential dwelling within the Properties.

12. "Residence" or "Dwelling" shall mean and refer to a single-family dwelling.

13. "Subdivision Plat" shall mean and refer collectively to the maps or plats of the Subdivision recorded in the Map Records of Montgomery County, Texas, and as described herein-above.

ARTICLE II

PROPERTY OWNER'S ASSOCIATION

The Association shall have the rights, powers and duties provided for herein and through its Certificate of Formation ("Certificate") and Bylaws and shall be governed by its Certificate of Formation and Bylaws. Owners of Lots within the Subdivision, as such Owners are shown of record either under a deed or contract for deed properly recorded in the Official Public Records of Montgomery Texas, are Members of the Association. Members of the Association shall elect the Directors of the Association in accordance with its Certificate and Bylaws. Each Lot Owner shall be entitled to one vote for each Lot owned.

ARTICLE III

MAINTENANCE CHARGE

1. Each residential Lot, but not the reserves, unless the reserves are being used for residential purposes, shall be subject to an annual maintenance charge, hereinafter called "Maintenance Charge", of One Hundred Fifty Dollars (\$150.00) per year. The "Maintenance Charge" for each Lot may be increased or decreased annually, as determined by the Board of Directors of the Association, provided that such Maintenance Charge will be uniform as to all lot owners. The Maintenance Charge shall be secured, collected and expended as follows:

- A. The Maintenance Charge for each Lot shall be due and payable annually in advance, following the sale of such Lot. Maintenance Charges not paid when due shall incur a late charge of \$30.00 or another amount determined by the Board of Directors, in addition to bear interest at the rate of 10% per annum. All maintenance charges shall begin to accrue upon the sale of each lot either through "Warranty Deed" or "Contract for Deed". The first year's prorated maintenance charge will be paid upon closing, if through a title company on a deed of trust or added to the down payment upon execution of a Contract for Deed. **Maintenance fees are due annually on or before the 31st day of January each year. The Maintenance charges, together with late fees, interest thereon, costs of collection, and reasonable attorney's fees shall be the personal obligation of the owner of the Lot at the time of the charge, and shall be secured by a continuing lien upon the Lot , as provided in ARTICLE III, 1.C. hereunder.**

- B. The maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of the subdivision and the Owners of the residential Lots therein. The Association shall expend the maintenance fund for improving and maintaining Common Areas, easements, street lighting, enforcement of these Restrictions by action of law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the maintenance fund; and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of the Subdivision and the residential lots therein. The Association shall not be liable to any person with respect to the maintenance fund except for its willful misconduct.
- C. To secure the payment of the Maintenance Charge, a vendors lien is hereby retained on each Lot in favor of the Association, and it shall be the same as if a vendor's lien was retained in favor of the Association without recourse in any manner on Grantor for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law; provided, however, that such lien may, at the option of the Association, be made junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the Owner of any Lot to secure the repayment of sums advanced to cover the purchase price for the Lot of the cost of any permanent improvement to be placed thereon, all by appropriate subordination instrument to be executed by the Association.

2. It is expressly understood that all Lots, tracts, and lands in all of said subdivision, save and except any Reserves, detention areas (including, but not limited to Lot 30, Block 2, Section 2 of the Subdivision), dedications, sanitation easements, Common Areas and/or any other areas specifically excluded from this residential purpose requirement herein, shall be known and described as residential Lots and/or property and shall not, during the effective dates and periods of this instrument, be used or permitted to be used for any other purpose. No part or parcel of said Lots or tracts shall be used except for residential purposes, and only one single family residence may be constructed or used upon any single building site (as the term "building site" is hereinafter defined). The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding or rooming houses, hotels, or any other multi-family residential use, and shall exclude any and all commercial or professional uses whether from homes, residence or otherwise, and any commercial or business use of any kind is hereby expressly prohibited. The use of any separate living accommodations upon any building site, separate from the main dwelling house is expressly prohibited, except by domestic servants employed exclusively upon said premises and guests. No building shall be allowed on said premises except the single family dwelling, together with a private garage or carport, servant type quarters, a guest house, tool shop or work shop, and a barn or building for the housing of animals as permitted below.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

The member(s) of the Architectural Control Committee shall be Members of the Association. Architectural control for the Subdivision is vested in the Association and the members of the Architectural Control Committee shall be elected or appointed by the Board of Directors of the Association in accordance with its Bylaws. The Committee shall consist of at least three (3) members.

The Committee may employ one or more architects, engineers, attorneys or other consultants to assist the Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

No building or other improvements, including dwellings, garages, outbuildings, streets, driveways, sidewalks, drainage facilities, landscaping, fences, animal pens, enclosures, mailboxes, walks, fountains, statuary, outdoor lighting or signs shall be commenced, constructed, erected, placed or maintained on any Lot or elsewhere in the Subdivision (but not including commercial reserves, if any), nor shall any exterior addition or alteration thereto be made, unless and until (1) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (2) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with the Restrictions and as to harmony of external design and location in relation to property lines, building lines, easements, grades and finished ground elevation, surrounding structures, walks, paths and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect in its discretion.

The Architectural Control Committee may charge a reasonable application and/or review fee in an amount to be determined by the Committee.

In the event the Architectural Control Committee fails to approve or disapprove the preliminary site plan and schematic plan within thirty (30) days after they have been submitted to it, approval thereof will not be required and the provisions of this section will be deemed to have been fully complied with.

Without limitation of the powers herein granted, the Architectural Control Committee shall have the right, with the approval of a majority of the Directors of the Association after control of the Committee passes to the Association, to specify an outline of minimum acceptable construction

standards, including but not limited to acceptable exterior materials and/or finishes which may be used in the construction, alteration or repair of any improvement; provided however, that such outline will serve as a minimum guideline and the Architectural Control Committee shall not be bound thereby.

Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum setbacks; the location, height and extent of fences, walls or other screening devices; and the orientation of structures with respect to streets, walks, paths and structures on adjacent property. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision.

ARTICLE V

USE RESTRICTIONS

1. Building Location Limit. No building shall be located on any Lot nearer to the front Lot line than 75 feet. No residential building shall be located nearer than 15 feet from any side Lot line and no building shall be located nearer than 15 feet from any interior Lot line. No building shall be located nearer than 30 feet to any rear Lot line.

2. Building Size and Conditions. A manufactured home may be used and is welcome as a Residence, provided that it shall have at least a minimum of 1100 square feet of living area. No home older than 3 years shall be permitted to be placed on a residential Lot unless approved by the Association, the Architectural Control Committee ("ACC"), or an elected committee, by written consent. It is agreed said home must be free of tongue, tires, axles, and shall be skirted immediately upon move-in as outlined in these Restrictions. The home must also be tied down and have a foundation of concrete blocks, concrete runners, or a concrete slab. No residence shall be erected or placed upon said property which does not contain at least 1100 square feet of living area, exclusive of open porches or garages. **No single-wide manufactured homes shall be allowed in any section of the Subdivision.**

3. Roofing. All roofs and roofing materials must be approved by the Architectural Control Committee prior to construction of new roofing or improvements to existing roofs.

4. Fences. Any fences that face a street must be of wood, PVC, plastic, concrete, or metal construction, and must be of ranch, farm, picket, stone, split rail, post and rail, lattice, and or pillar type. **No barbed wires fences shall be allowed.**

5. Conformity with General Plan. The construction of the main dwelling upon any building site shall not be permitted to remain uncompleted or unfinished longer than 4 months.

6. Purposes. No tract is to be used or occupied for any vicious or immoral purposes, nor in violation of any laws, ordinances or restrictions. No animals shall be raised or maintained on the

Property in such a manner, or with such lack of care, as to cause offensive odors or noises, or so as to be a nuisance or annoyance to persons of ordinary and reasonable sensibilities.

7. Livestock/ Animals. **Any animal not listed must conform to Montgomery County Animal Control rules and regulations.** No more than the number allowed of the following animals shall be permitted.; No animals shall be kept or maintained in front of the Lot building line of 150 feet. The following animals shall be permitted:

- A. horses - 2 per acre
- B. sheep - 1 per acre
- C. dogs
- D. cats
- E. common household pets

FFA and 4-H projects are permitted and must be approved by the ACC.

Dogs and cats, in addition to all other pets, livestock, etc. shall not be permitted to roam loose in the neighborhood and off of the Owner's Lot, and shall at all times be leashed caged or in some way constrained when not on the Owner's Lot. Each Owner is liable and responsible for their own animals for any damage to person or Lot caused by their animals.

8. Discharge of Firearms. Discharge of firearms shall be pursuant to the laws of Montgomery County and State of Texas.

9. Soil and Timber. It is specifically agreed that property Owners shall not excavate, remove or sell soil ,nor cut, sell or remove timber other than what is necessary for residential and associated Improvements upon the Property and as may be necessary for the reasonable use, upkeep and maintenance of the Property. Any timber removal must be approved by the ACC. Timber is considered any tree more than 4 inches in diameter with such measurement taken at the height of one foot above the ground.

10. Septic Systems. All septic and/or waste systems shall be of a kind approved by Montgomery County Health Department. No cesspools shall ever be dug or used and drainage of sewage into the roads, easements, ditches, and ravines or upon the open ground shall be prohibited. No outside toilets shall be permitted. All plumbing shall be of a type and installation complying with and approved by the County and State Health specifications and authorities. It is the responsibility of the Owner to maintain their individual septic system to industry and legal standards.

11. Signs. Any signs that threaten public health or safety, contains offensive language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content; is installed on the Association's property or property owned in common by Members of the Association, violates any applicable building line, right-of-way, setback, or easement; or is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture is strictly prohibited.

12. Vehicles. Any motor vehicle, inoperative for more than 30 days, will not be stored or placed in the Subdivision, unless inside a structure on a Lot out of site of the public.

13. Driveways. All driveways on a Lot shall be over a culvert of at least 10" in diameter and 20 feet in length and shall be set to grade as required by the Montgomery County, specifications.

14. Easements. All tracts are subject to easements for public utilities, including but not limited to County street easements, power company easements, and water distribution system easements, for the use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easement. All existing roads are hereby dedicated as public roads as reflected on the Subdivision plat to ensure ingress and egress to all Owners. **It is the responsibility of the Owner to maintain the culvert, driveway to the road as can be viewed from the road to enhance the overall appearance of the Subdivision and keep mowed all grass and/or landscaping in front of their Lot all the way to the road surface whether in the County street right-of-way or on the Owner's Lot.**

15. Skirting and Landscaping. It is agreed that all manufactured homes and/or homes constructed on a pier and beam foundation, shall be skirted with a solid building material that completely encloses the space between the home and the ground that can be seen from the street, within 30 days of the placement of the home upon the Lot.

16. Satellite Dishes. No satellite dishes larger than 3 foot square shall be kept or placed on a Lot unless out of view of the public.

17. General Approvals. Any variances or exceptions sought from these restrictions and covenants shall be heard upon request and if approved and signed by the ACC as herein referred.

18. Notices. Notices are construed as being valid and sent by depositing same into the U.S. Postal Service by Certified Mail, Return Receipt Requested to the last known mailing address of the Owner.

19. Acceptance. It is understood that by acceptance or the execution of any contract, Deed of Trust, Deed or conveyances, Contract for Deed, or purchase money note, the Purchaser or Grantee hereof, whether a corporation, partnership, firm or otherwise, agrees and covenants for himself, his heirs, and legal representatives, successors or assigns that these Restrictions shall be binding upon him, and Residents of a Lot, and all the parties stated during the effective period hereof. If any said parties, their heirs, legal representatives, successors or assigns shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for the Association or any other person or persons owning a real property interest therein to prosecute such proceedings at law or in equity against violators, including Owners or Residents, either to prevent any violation or to recover damages for breach thereof, or for both injunction and damages. These restrictions shall be construed as covenants running with the land and are enforceable by or on behalf of any, one or more, of the Owners of land in the subdivision, their heirs and assigns. All parties also agree and accept that The Association maintains all rights and privileges to enforce these covenants and restrictions whether through lawsuit, in law or equity or by enforceable contract liens on said properties.

ARTICLE VI
AMENDMENT

These Restrictions shall remain in full force and effect until December 31, 2043, and thereafter shall, as then in force, be extended automatically and without further notice, and without limitation, for successive periods of ten (10) years each, unless modified or terminated in the manner hereinafter set forth.

These Restrictions may be amended or modified at any time, and in any particular manner, or terminated in its entirety, by the recording in the Official Public Records of Real Property of Montgomery County, Texas of an amendment or termination instrument, which has been approved by the affirmative vote of the Owners representing a majority of the total votes of the Members of the Association.

IN WITNESS WHEREOF, the Association has executed this Declaration of Amended and Restated Covenants, Conditions and Restrictions this the ____ day of _____, 2023.

**SHADY OAK ESTATES
OWNER'S ASSOCIATION**

President -

Attest:

Secretary -

STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, as President of SHADY OAK ESTATES OWNER'S ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

Notary Public - State of Texas

CERTIFICATE

The undersigned President and Secretary, respectively, of SHADY OAK ESTATES OWNER'S ASSOCIATION, certify that, as required by Section 209.0041 of the TEXAS PROPERTY CODE, the foregoing Declaration of Amended and Restated Covenants, Conditions and Restrictions for SHADY OAK ESTATES has been approved by a vote of at least sixty-seven (67%) percent of the Lots in the Subdivision. A copy of the ballots are attached hereto as EXHIBIT "A".

Dated: _____

President -

Dated: _____

Secretary -

STATE OF TEXAS §

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COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, as President of SHADY OAK ESTATES OWNER'S ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

Notary Public - State of Texas

STATE OF TEXAS §

§

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, as Secretary of SHADY OAK ESTATES OWNER'S ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

Notary Public - State of Texas