

OAK HOLLOW 2 RESTRICTIONS

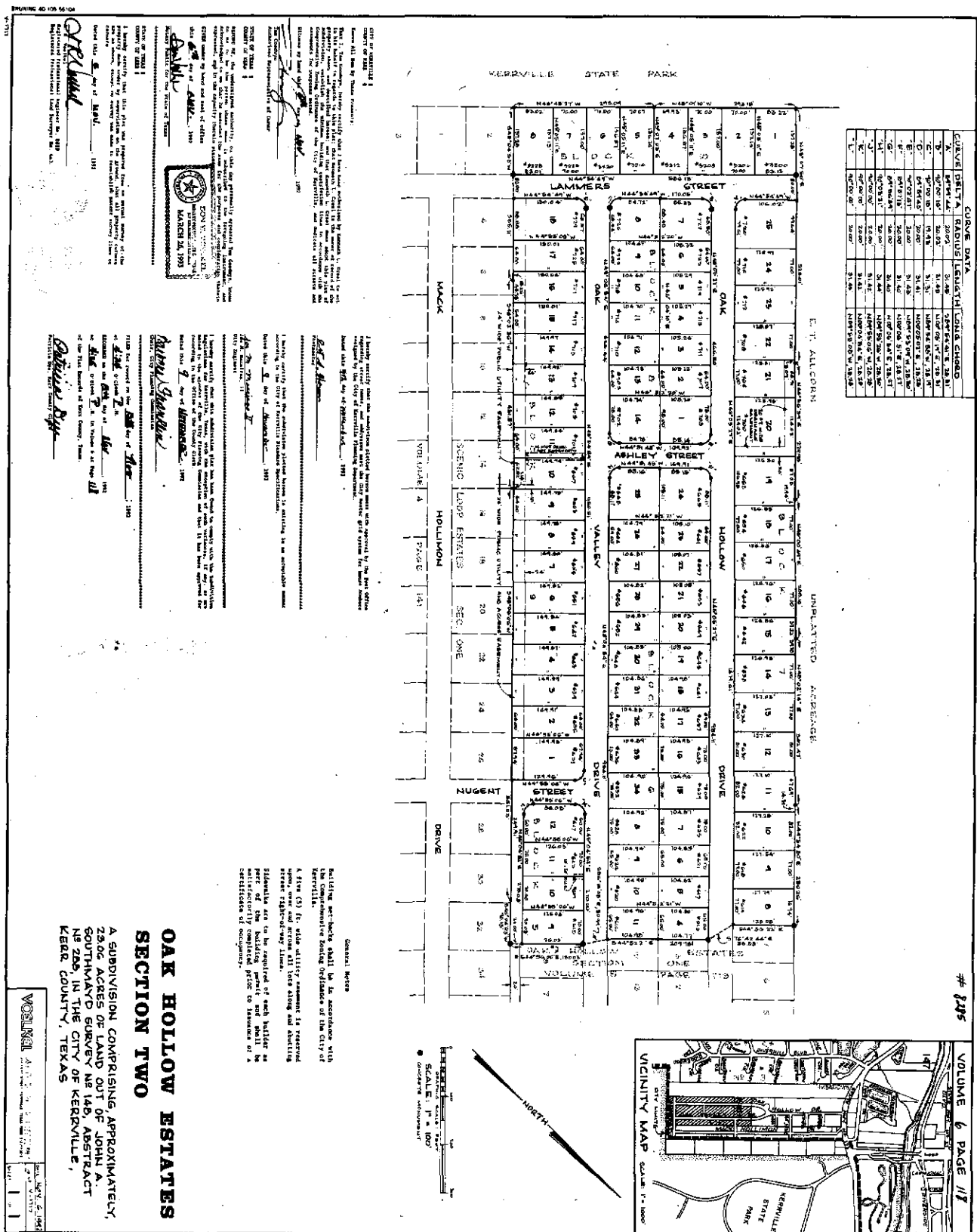
Volume 664, Page 170, and Volume 907, Page 372, Real Property Records of Kerr County, Texas; Volume 6, Page 118, Plat Records of Kerr County, Texas; Volume 1241, Page 66, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Minerals conveyed by Grantor, as described in Mineral Deed from James Hollimon to L.B. Cummings, dated July 23, 1929, recorded in Volume 5, Page 105, Oil & Gas Lease Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied, in and to the property covered by this policy arising out of or connected with said interests and conveyance. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- Easements as per the Plat recorded in Volume 6, Page 118, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 664, Page 170, and Volume 907, Page 372, Real Property Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 664, Page 170, Volume 907, Page 372, and Volume 1241, Page 66, Real Property Records of Kerr County, Texas.

Company insures the insured against loss, if any, sustained by the insured under the terms of the Policy if this item is not subordinate to the lien of the insured mortgage.

- Management Certificate dated March 7, 2005 for Oak Hollow Estates Homeowners Association, Inc. recorded in Volume 1419, Page 431, Real Property Records of Kerr County, Texas; Amended Management Certificate dated October 5, 2011 and filed on October 5, 2011 under File No. 11-06123, Official Public Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)



11095

DECLARATIONS OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

RESTRICTIONS

That River Country Development, L.C., being the owner of all the following described property, being more particularly described as follows:

All that certain tract or parcels of land, lying and being situated in the County of Kerr, State of Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

And said owner does hereby adopt and establish the following restrictions, reservations, covenants and easements, to apply uniformly to occupancy, use and conveyance, of all such property described as OAK HOLLOW ESTATES, SECTION TWO, an addition to the City of Kerrville, Texas.

1. LAND, USE AND BUILDING TYPES

No lot shall be used for any purpose other than residential purposes other than common area. No building shall be erected, altered, placed or permitted to remain on any lot other than a family dwelling, not to exceed two stories in height.

2. ARCHITECTURAL CONTROL

No building, wall, fence or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee as to size, materials, harmony of external design with existing structures. All plans shall be stamped, signed, and dated by the

Architectural Control Committee prior to obtaining building permits.

The Architectural Control Committee is composed of three (3) members whose names and addresses are as follows:

Kenneth L. Creal
313 Earl Garrett
Kerrville, Texas 78028

Gregory L. Bitkower
313 Earl Garrett
Kerrville, Texas 78028

Tom Goodwyn
313 Earl Garrett
Kerrville, Texas 78028

Any two members will constitute a quorum and the vote of any two will control the action of the committee.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The Committee's approval or disapproval as required herein shall be in writing. If the Committee, or its designated representative, fails to give written approval or disapproval within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be fully satisfied.

At any time, the then record owners of three-fourths (3/4) of the lots shall have the power to change the membership of the committee or to withdraw from the committee, or to restore to it

any of its powers or duties, or to amend or to revise these restrictions through a duly written instrument reflecting such change and being executed by all of said record owners of three-fourths (3/4) of the lots and being duly recorded in the Public Records of the office of the County Clerk of Kerr County, Texas. Provided, however, any such amendment or revision shall not be retroactive from the date of recording of said instrument.

3. SIZE OF DWELLING

The floor area of the main residential structures, exclusive of open porches, screened porches, steps and garages, shall contain at least 1,400 square feet.

4. BUILDING LOCATION

No building shall be located on any lot nearer to the front line or nearer to the side street than the minimum building setback line shown on the recorded plat. In any event, no building shall be located on a lot nearer than twenty-five feet (25') to the front lot line, except those lots with alleys, in which event no building shall be located nearer than fifteen feet (15') to the front lot line. No building shall be located nearer to any interior lot line than permitted by applicable city regulations. For the purposes of this covenant, eaves, steps and uncovered porches shall not be considered as part of the building.

5. MATERIALS REQUIRED

The main residential structures shall not have less than 51% of the exterior wall area of brick, native rock, stucco or other masonry material, unless approved by the Architectural Control

Committee. The Architectural Control Committee may modify this requirement when the design and appearance as proposed, are deemed to be of such nature as to be equally attractive and permanent.

6. EASEMENTS

Easements for installation and maintenance of utilities, and drainage easements, are reserved as shown and provided for on the recorded plat. No structure shall be erected on any of the said easements.

7. BUILDING ELEVATIONS

Each residence with identical elevations and exterior finish must be at least six lots apart. Exterior finish includes the roof and veneer and their respective materials.

8. ALLEYS AND PARKING

Where alleys are provided by the developer, rear entry parking and garages must be utilized. All parking areas must be a minimum of 9'-0" wide.

9. GARAGES AND FENCES

All garages must be equipped with automatic door openers. Carports are not allowed. All fences throughout the subdivision shall extend to property lines, or easement lines, provided however, any property serviced by an alley shall extend its fence to the alley line.

10. LOT MAINTENANCE

The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall, in no event, use any lots for storage of materials and/or equipment except for normal residential requirements or incident to construction of improvements thereon, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn anything.

In the event of default on the part of any owner of any lot in observing the above requirements, and with such default continuing after ten (10) days written notice thereof from the Architectural Control Committee, the Architectural Control Committee, through its designated agent and at its option, without liability to the owner or occupant in trespass or otherwise, may enter upon said lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with the restriction in order to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work. The owner agrees by the purchase of such lot to pay such statement immediately upon receipt thereof.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. In the event, said assessment is not paid within thirty (30) days from presentment, said assessment, interest, costs and reasonable attorney's fees shall be a charge on

the land and shall be a continuing lien upon the property against which each such assessment is made. The Architectural Control Committee shall have the right to file such lien of record.

The assessment, together with all costs, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for assessments thereafter becoming due or from the lien thereof.

11. LANDSCAPING

Every completed project must sod each yard or seed the entire area unless approved by the Architectural Control Committee as deemed to be in harmony with the subdivision. Each lot that does not have natural trees on the lot must be planted with a minimum of two trees and eight shrubs or suitable ground covering.

12. NUISANCES

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be, or become, an

annoyance or nuisance to the neighborhood. No activity, whether for profit or not, which is not related to a residential purpose, shall be conducted on any property.

13. SIGNS

No sign of any kind shall be displayed to public view on any lot except one sign not more than two (2) square feet advertising the property for sale or rent, except signs used by the builder to advertise the property during the construction and sales period.

14. TEMPORARY STRUCTURES

No structure of temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. No mobile home shall be parked on any lot, at any time for any purpose. The construction of all residences on any lot herein shall be completed within nine' (9) months from the date construction is begun. The beginning of the nine-month period shall be after the slab or other foundation is poured or established.

15. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mineral mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure to be used in boring for oil or natural gas wells shall be erected, constructed, placed or permitted upon any lot.

16. LIVESTOCK

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

17. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage and other waste shall not be kept except in sanitary containers.

18. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots has been recorded agreeing to change said covenants in whole or in part.

19. INDEMNIFICATION

Each builder shall identify and hold harmless River Country Development, L.C., against all third-party liability claims and shall defend, at his or its expense, all such claims which may arise.

20. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person, persons, firms, or corporations, violating or attempting to violate any covenant, either to restrain violation, or to recover damages, and may be brought by any person, persons,

firms or corporations owning any property in the subdivision.

21. SEVERABILITY

Invalidation of any one of these covenants by judgment, court order or waiver shall in no way affect any of the other provisions which shall remain in full force and effect.

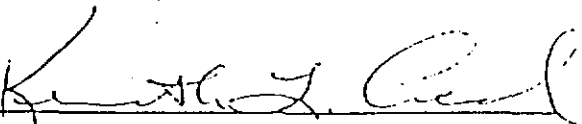
22. HOMEOWNER'S ASSOCIATION

A homeowner's association is hereby established and shall initially have three (3) members and shall be named Oak Hollow Estates, Section Two, Homeowner's Association, shall be the governing and administration body of this subdivision, shall have the power to assess lot owners and to make rules and regulations.

EXECUTED by RIVER COUNTRY DEVELOPMENT, L.C., on this 27th day of October, 1992.

RIVER COUNTRY DEVELOPMENT, L.C.

By:


KENNETH L. CREAL

RECORDEE'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
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APPROVED BY MORTGAGEE:

By: _____

California
STATE OF TEXAS
Los Angeles
COUNTY OF KERR

This instrument was acknowledged before me this 27th day of October, 1992, by Kenneth L. Crael, General Manager, of RIVER COUNTRY DEVELOPMENT, L.C., on behalf of said company.



Linda N. Mc Mullen
Notary Public, State of Texas
California

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me this ____ day of _____, 1992, by _____, of _____, a banking corporation, on behalf of said corporation.

Notary Public, State of Texas

Filed by

After Recording Return To:

NAGLE & NAGLE ✓
Attorneys at Law
820 Main Street
Suite 205
Kerrville, TX 78028

☒ INDEXED
☒ COMPARED

Prepared in the Law Office of:

NAGLE & NAGLE
Attorneys at Law
820 Main Street
Suite 205
Kerrville, TX 78028
254 759

FILED FOR RECORD

at 11:15 o'clock A.M.

NOV 5 - 1992

PATRICIA DYE

Clerk County Court, Kerr County, Texas
Patricia Dye

RECORDED IN Real Property
FILE DATE: Nov 5 1992
FILE TIME: 11:15 O'CLOCK A M
VOL. 664 PAGE 170
RECORDING DATE

NOV 5 1992



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY *Patricia Dye*
Deputy

The provisions 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 KERR
I hereby certify that this instrument was filed in File Number Sequence on the 5th day of Nov 1992 at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

NOV 5 1992



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

TRACT I:

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All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being Lots Nos. Four (4), Five (5) and Six (6), Block Two (2); Lots Nos. One (1), Two (2) and Three (3), Block Three (3); Lots Nos. One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block Five (5); Lots Nos. One (1), Twelve (12), Thirteen (13) and Fourteen (14), Block Six (6); and Lots Nos. One (1), Two (2), Three (3), Five (5), Six (6) and Seven (7), Block Seven (7), of OAK HOLLOW ESTATES, according to the plat and plan thereof, of record in Volume 5, Page 179, Plat Records of Kerr County, Texas, to which plat reference is here made for all purposes.

TRACT II:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, being all of a certain tract or parcel of land out of John A. Southmayd Survey No. 148, Abstract No. 288, in the City of Kerrville, Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set in concrete in a fence for the north corner of the herein described tract, the west corner of Lot No. 7, in Block 7, of Oak Hollow Estates Section One, a subdivision of record in Volume 5, at Page 179, of the Plat Records of Kerr County, Texas;

THENCE, along the southwest line of said Lot No. 7, S. 44 deg. 56' 22" E. 128.03 ft. to a 1/2" iron stake at its south corner in the northwest right-of-way line of Oak Hollow Drive, a fifty (50) ft. wide public street;

THENCE, crossing said Oak Hollow Drive, S. 76 deg. 42' 44" E. 58.83 ft. to a 1/2" iron stake in concrete in the southeast right-of-way line of said Oak Hollow Drive at the west corner of Lot No. 3, in Block 6, of said Oak Hollow Estates Section One;

THENCE, S. 44 deg. 52' 21" E., along the southwest line of said Lot No. 3, at 104.77 ft. passing a 1/2" iron stake at the southwesterly common corner of Lots No. 3 and No. 12, then along the southwest line of said Lot No. 12 for a total distance of 209.75 ft. to a 1/2" iron stake at the south corner of said Lot No. 12 in the northwest right-of-way line of Oak Valley Drive, a fifty (50) ft. wide public street;

THENCE, crossing said Oak Valley Drive, S. 56 deg. 15' 08" E. 50.99 ft. to a 1/2" iron stake in concrete in the southeast right-of-way line of said Oak Valley Drive at the west corner of Lot No. 8, in Block 5, of said Oak Hollow Estates Section One;

THENCE, along the southwest line of said Lot No. 8, S. 44 deg. 56' 00" E., 130.03 ft. to the south corner of said Lot No. 8 in the northwest right-of-way line of a twenty (20) ft. wide public alley;

THENCE, crossing said public alley, S. 44 deg. 56' 00" E. 20.00 ft. to a 1/2" iron stake in concrete for the east corner of the herein described tract in the southeast right-of-way line of said public alley, in the northwest line of Lot No. 32 of Scenic Loop Estates Section One, a subdivision of record in Volume 4, at Page 141, of the Plat Records of Kerr County, Texas;

THENCE, along the northwest line of Lots No. 28, No. 30 and No. 32: S. 45 deg. 04' 03" W. 90.13 ft. to a 1/2" iron stake; and S. 45 deg. 06' 06" W. 199.91 ft. to the west corner of said Lot No. 28 in the northeast right-of-way line of Nugent Street, a fifty (50) ft. wide public street;

THENCE, crossing said Nugent Street, S. 45 deg. 06' 06" W. 50.00 ft. to a 1/2" iron stake in the southwest right-of-way line of said Nugent Street at the north corner of Lot No. 26 of said Scenic Loop Estates Section One.

THENCE, along the northwest line of Lots No. 4, No. 6, No. 8, No. 10, No. 12, No. 14, No. 16, No. 18, No. 20, No. 22, No. 24 and No. 26 of said Scenic Loop Estates Section One: S. 45 deg. 06' 06" W. 601.12 ft. to a 1/2" iron stake; S. 45 deg. 02' 36" W. 431.57 ft. to a 1/2" iron stake; and S. 45 deg. 04' 53" W. 167.83 ft. to a 1/2" iron stake at the west corner of said Lot No. 4 in the northeast right-of-way line of Lammers Street, a fifty (50) ft. wide public street;

THENCE, crossing said Lammers Street, S. 45 deg. 04' 53" W. 50.00 ft. to a 1/2" iron stake in concrete in the southwest right-of-way line of said Lammers Street, the north corner of Lot No. 2 of said Scenic Loop Estates Section One;

THENCE, along the northwest line of said Lot No. 2, S. 45 deg. 04' 53" W. 137.28 ft. to a 1/2" iron stake in a fence for the south corner of the herein described tract, the west corner of said Lot No. 2, in the northeast line of the Kerrville Schreiner State Park;

THENCE, with or near a fence along the northeast line of said Kerrville Schreiner State Park: N. 44 deg. 48' 27" W. 293.09 ft. to a 1/2" iron stake; and N. 45 deg. 01' 10" W. 293.15 ft. to a 1/2" iron stake for the west corner of the herein described tract, the south corner of the E. T. Allcorn property;

THENCE, with or near a fence along the southeast line of said Allcorn property, each point marked with a 1/2" iron stake; N. 45 deg. 07' 50" E. 526.01 ft.; N. 44 deg. 56' 39" E. 279.98 ft.; N. 45 deg. 00' 49" E. 288.16 ft.; N. 45 deg. 02' 14" E. 342.47 ft.; and N. 44 deg. 54' 30" E. 250.25 ft. to the PLACE OF BEGINNING, containing 23.06 acres of land, more or less, within these metes and bounds.

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AMENDED AND RESTATED

VOL 0907 PAGE 372

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

OAK HOLLOW ESTATES SECTION TWO
AND PROVISIONS FOR

OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION
(Superseding and Replacing Prior Declaration)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KERR §

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR OAK HOLLOW ESTATES SECTION TWO (hereinafter "The Property") is made on the date hereinafter set forth by River Country Development, L.C. ("Declarant"), a Texas limited liability company, and the other Owners of Lots whose signatures appear below, for the purposes herein set forth as follows:

WITNESSETH

WHEREAS, the property has previously been subjected to restrictive covenants as set forth in one certain instrument entitled Declarations of Covenants, Conditions and Restrictions ("Prior Declaration") recorded in Volume 664, Page 170 of the Real Property Records of Kerr County, Texas and which instrument covers the land and Lots now platted as OAK HOLLOW ESTATES SECTION TWO, Kerr County, Texas ("Subdivision");

WHEREAS, the Prior Declaration provides for an association of Owners, for common area to be owned by the association, for the association to have lien and assessment powers and provides for restrictions on all of the Lots within the Property;

WHEREAS, Paragraph 2 of the Prior Declaration provides for amendment thereof by written instrument executed by the Owners of 3/4ths or more of the Lots the subject of the Prior Declaration, and Declarant and the undersigned own 3/4ths or more of said Lots;

WHEREAS, Declarant and the undersigned desire to ensure the preservation of the values and amenities in Oak Hollow Estates Section Two, and provide for the maintenance of the Common Area, and to this end desire to amend, supersede and replace the Prior Declaration with this instrument to provide for a more comprehensive plan and scheme of restrictions for the subdivision and operation of the Association;

WHEREAS, OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION has been incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the functions aforesaid as to the Property;

NOW, THEREFORE, Declarant and the Undersigned, owning 3/4ths or more of The Lots within OAK HOLLOW ESTATES SECTION TWO, declare that the above described Property is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth and shall hereafter be subject to the jurisdiction and assessments of OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION on the terms and provisions herein stated, and that this Amended and Restated Declaration shall fully supersede and replace the Prior Declaration above described, all as follows, to wit:

ARTICLE I

A) THE PROPERTY is encumbered by these Restrictive Covenants for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect Lot Owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by Owners of Lots (as hereinafter defined).

B) Binding Effect: By acceptance of a deed or by acquiring any ownership interest in any Lot in the Property, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself or itself, his heirs, personal representatives, successors, transferees and assigns to all of the covenants, conditions and restrictions (CC&R's) herein contained. In addition, each such person by so doing acknowledges that these CC&R's set forth a general scheme for the improvement and development of the real property covered hereby and agrees that all the CC&R's contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such

person fully understands and acknowledges that these CC&R's shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

ARTICLE II

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.

(a) "Association" shall mean and refer to OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, its successors and assigns as provided for herein,

(b) "Property" shall mean and refer to the above described properties known as OAK HOLLOW ESTATES, SECTION TWO and additional lands as may become subject to this Declaration or any Amended or Supplemental Declaration annexing such lands to the jurisdiction and assessments of the Association;

(c) "Lot" shall mean and refer to any of the individual plots of land (Numbered Lots) within OAK HOLLOW ESTATES SECTION TWO, identified above, in the City of Kerrville, Kerr County, Texas, as shown on the Subdivision Plats.

(d) "Subdivision Plat" shall mean and refer to the map or plat of OAK HOLLOW ESTATES SECTION TWO, filed for record in Volume 6, Page 118, Deed and Plat Records of Kerr County, Texas and any amendment thereof upon filing of same for record in the Deed and Plat Records of Kerr County, Texas.

(e) "Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated on a lot.

(f) "Single Family" shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated roommates equal to the number of bedrooms in a living unit.

(g) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(h) "Declarant" shall mean and refer to River Country Development, L.C., its successors or assigns who are designated as such in writing by Declarant, and who

consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

(i) "Committee" and "Architectural Control Committee" or "ACC" shall mean and refer to the architectural Control Committee established pursuant to the existing covenants.

(j) "Common Areas" and "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. The initial Common Area to be conveyed to the Association shall include Lots 19 and 20, Block 7 which is improved with a swimming pool, clubhouse, and park area.

(k) "Member" shall mean and refer to all those Owners who are members of the Association as provided herein.

(l) "Builder Member" shall mean such builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a residence and resale to others.

(m) "Board of Directors", "Board", and "BOD" shall mean and refer to the Board of Directors of Oak Hollow Estates Homeowners Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

(n) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for the Property, and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

ARTICLE III

USE

A) All Lots in the Subdivision shall be used for single family residential purposes, except for any Lot owned by the Association.

B) No Owner shall occupy or use his Lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests and tenants. During the construction and sales period of the initial Living Units, a builder may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to, a business office, storage areas, sign, model units, sales office, and construction trailer, but the size, location, and design of any storage sheds, signs, sales office and construction trailer shall be subject to ACC approval.

C) No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are erected and shall not be placed on the street or between the curb and property line.

D) All temporary construction and sales structures shall be aesthetically compatible with the Subdivision development, as solely determined by the Committee.

E) No Owner or Owner's agent shall clear, make improvements to, plant within or disturb any Common Area except at the direction of the Association.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of, and to assessment by, the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member. The Declarant shall be considered a member of the Association.

ARTICLE V

VOTING RIGHTS

The Association shall have a single class of membership with one vote for each Lot. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Mortgage holders or persons holding an interest in a Lot merely for security shall not be entitled to a vote. Voting privileges may be suspended, on reasonable notice, by the Board for Members delinquent more than 30 days in payment of assessments or related sums due the Association during the period of such delinquency only. The Declarant shall have one vote for each Lot owned by Declarant.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

A) Declarant and each Owner hereby covenant, that each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or

other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

B) The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the members.

C) The annual assessments for Lots shall be recommended by the Board of Directors to the Members, in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the fiscal year, for which the assessment is being made.

D) In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, or for such other lawful purpose related to the use of the Properties as the Board of Directors or the Owners may determine, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least ten (10) days in advance and shall set forth the purpose of the meeting.

E) The quorum and procedures required for any action authorized herein above shall be as follows: Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than ten (10) days in advance of the meeting. At the first meeting called as provided above, the presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such

subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

F) The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment provided for above as the remaining number of months in that year bear to twelve. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

G) In the eleventh month of each fiscal year, at a meeting duly called for the purpose of determining the regular annual assessment, upon the majority vote of the Members, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year. The Board shall at that time prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto, prior to the first day of the following fiscal year for which the annual assessment applies. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment there in stated to have been paid.

H) Effect of Non-Payment of Assessments: The Lien: Remedies of the Association. Any assessment not paid within thirty (30) days after the beginning of each fiscal year shall bear interest from the due date at a rate of twelve (12) percent per annum. Upon written notice to an Owner, and the expiration of thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same, and to foreclose the Association's lien against the Owner's Lot. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association, the power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner shall be freed of liability for any assessments provided for herein by virtue of non-use of Common Area, or nonexistence of Common Area.

I) In addition to the foregoing charges for delinquent accounts, each Owner shall be obligated to pay to the association all actual costs of collection incurred by the Association and such reasonable late charges and collection charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association.

J) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter

placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

K) Assessments payable by Declarant. Assessments shall not apply to the Declarant until such time as the Common Areas are deeded to the Association in accordance with Article XIV. Thereafter, the Declarant shall pay all regular and special assessments equivalent to each Owner of a Lot, for each Lot then owned by Declarant.

ARTICLE VII

ARCHITECTURAL CONTROL

A) Architectural Control. No building, wall, fence or other structure or equipment, including but not limited to exterior lighting, exterior color or propane tanks, shall be erected, placed or altered on any lot prior to or subsequent to occupancy until the construction plans and specifications and a plat showing the location of the structure, including information necessary to describe drainage patterns in conformity with applicable city ordinances regarding drainage, have been approved by the Architectural Control Committee (ACC) as to size, color, materials, and harmony of external design with existing structures. All plans shall be signed, dated and placed on file by the ACC prior to obtaining building permits.

B) The Committee's approval or disapproval of the plans and specifications shall be in writing. If the Committee fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be fully satisfied.

C) The ACC will be composed of a minimum of three (3) members. The developer (Declarant) shall appoint the three members until 75% of the lots in Oak Hollow Estates have been sold by the developer. Two of the members shall be resident Oak Hollow Estates homeowners. After 75% of the lots have been sold by the developer, the Oak Hollow Estates Homeowners Association (OHHA) Board of Directors (BOD) shall appoint the members. For the purposes of a committee meeting, a quorum will be constituted by two-thirds (2/3) of the committee members. In the event of death or resignation of any member of the committee, the developer or OHHA BOD, as appropriate, shall designate a successor. Both the Declarant and the OHHA BOD shall have the right to remove any member of the ACC appointed by it.

D) Size of Dwelling. The floor area of the main residential structures, exclusive of open porches, screened porches, steps and garages, shall contain at least 1,400 square feet. No structure shall exceed two stories in height.

E) Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street than the minimum building setback shown on the recorded plat. In any event, no building shall be located on a Lot nearer than twenty-five (25') to the front or rear Lot lines. No building shall be located nearer to any interior Lot line than six feet (6'). No building on a corner Lot shall be located nearer than fifteen feet (15') to the side street property line. All homes on corner Lots shall face Oak Hollow Drive or Oak Valley Drive. For the purposes of this covenant, eaves, steps, and uncovered porches shall not be considered as part of the building.

F) Materials Required. The main residential structures shall not have less than 51% of the exterior wall area, excluding window, door and garage door area, of brick native rock, stucco or other masonry material, unless approved by the ACC. The ACC may modify this requirement when the proposed design and appearance are deemed to be of such nature as to be equally attractive and permanent.

G) Easements. Easements for installation and maintenance of utilities, and drainage easements, are reserved as shown and provided for on the recorded plat. No structure shall be erected on any of the said easements.

H) Building Elevations. Each residence with substantially similar front elevations or identical exterior veneer must be separated by at least 190 feet. Each residence with identical roofing material shall be separated by at least 60 feet. The ACC may modify this requirement when the proposed design is deemed adequately different in appearance from the adjacent residences.

* I) Alleys and Parking. Where alleys are provided by the developer, rear entry parking and garages can be utilized. All parking areas must be a minimum of 9'-0" wide. Commercial vehicles weighing over two (2) tons are prohibited from parking overnight on any street or driveway in the subdivision. Boats, planes, trailers, campers, or motor homes may not be parked outside of the Owner's garage for more than 48 hours without the prior approval of the ACC. If approved by the ACC, such vehicles may be parked behind privacy fences. *

J) Garages and Fences. All homes must have a minimum of a two-car garage. All garages must be equipped with automatic door openers. Carports are not allowed. All fences throughout the subdivision shall be approved by the ACC and shall extend to property lines, or easement lines. Fences extending past the front of the house are not permitted. Fencing shall be constructed of wood, or other material as approved by the ACC, with a maximum height of six (6) feet. Any portion of a wooden fence that faces the street will have the smooth surface of the fence toward the street.

ARTICLE VIII

MAINTENANCE OF LOTS

A) Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner consistent with City of Kerrville, Board of Health regulations and shall, in no event, use any Lots for storage of materials and/or equipment except for normal residential requirements or incident to construction or improvements thereon, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn anything.

B) In the event of default on the part of any Owner of any Lot in observing the above requirements, and with such default continuing after ten (10) days written notice thereof from the ACC, the ACC through its designated agent and at its option, without liability to the Owner or occupant in trespass or otherwise, may enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with the restriction in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such statement of charges immediately upon receipt thereof.

C) Any statement of charges not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. In the event, said statement of charges is not paid within thirty (30) days from presentment, said statement of charges, interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such statement of charges is made. The Board shall have the right to file such lien of record or bring suit in court with jurisdiction.

D) The statement of charges, together with all costs, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the statement of charges fell due. The personal obligation for delinquent statement of charges shall not pass to his successors in title unless filed of record.

E) The lien created by delinquent statements of charges provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the statements of charges lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such statements of charges as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for statements of charges thereafter becoming due or from the lien thereof.

F) Landscaping. Every completed project must be landscaped within thirty (30) days subsequent to completion of construction or an extension of time may be granted as prescribed by the ACC upon written request of the Owner. Such landscaping must be deemed to be in harmony with the subdivision. At a minimum, each Lot shall have in the front of the residence the following: grass or other ground cover over all of the front yard area other than that covered by sidewalks or driveway; two or more trees; and eight or more shrubs.

G) Nuisances. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. No activity, whether for profit or not, which is not related to a residential purpose shall be conducted on any property.

H) Signs. No sign of any kind shall be displayed to public view on any Lot except one sign not more than four (4) square feet advertising the property for sale or rent, except signs used by the builder or developer to advertise the property during the construction and sales period or to identify the subdivision name.

I) Temporary Structures. No structure of a temporary character shall be used on any Lot at any time as a residence, either temporarily or permanently. No mobile home shall be parked on any Lot, at any time for any purpose. Construction on any Lot shall be completed within nine (9) months from the date construction is begun. The beginning of the nine-month period shall be after the slab or other foundation is poured or established.

J) Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mineral mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure to be used in boring for oil or natural gas wells shall be erected, constructed, placed or permitted upon any Lot.

K) Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and are kept and restrained in accordance with city of Kerrville, Board of Health regulations.

L) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage and other waste shall not be kept except in sanitary containers. Such sanitary containers shall not normally be visible from the street.

ARTICLE IX

TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of three-fourths (3/4) of the Lots has been recorded agreeing to abandon said covenants, in whole or in part.

ARTICLE X

REVISION OF COVENANTS, CONDITIONS AND RESTRICTIONS

To amend or to revise this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, amendment must be through a duly written instrument reflecting such change and being approved at a special meeting called by the OHHA BOD, by the record Owners of three-fourths (3/4) of the Lots and being duly recorded in the Public Records of the office of the County Clerk of Kerr County, Texas. Any such amendment or revision shall not be retroactive from the date of recording of said instrument. The BOD shall provide all Owners with a copy of the duly written and approved instrument not less than fourteen days prior to the recording of such document.

ARTICLE XI

FHA/VA APPROVAL

Notwithstanding any other provision herein contained, Declarant and the Association shall be entitled to execute and file, without the necessity of joinder by any other Owner, such supplemental or amending provisions to this instrument as may be required to obtain the approval of the Federal Housing Administration and/or the Veterans Administration of the Subdivision for VA/FHA guaranteed mortgages within the Subdivision.

ARTICLE XII

ADDITIONS

Additional properties lying within Oak Hollow Estates Section One may be annexed by the Association to the jurisdiction of the Association through the execution and filing of an instrument which extends the general scheme of the covenants and

restrictions of this Declaration to such property and which shall reflect the consent of the Association to such annexation. Said Declaration may contain such variances from the terms hereof as are necessary to reflect the different character of the added properties.

ARTICLE XIII

MAINTENANCE FUND AND GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

I.) Maintenance Fund: The Board, for the benefit of the Owners, shall establish and maintain a maintenance fund into which shall be deposited the annual assessments collected from Owners and which maintenance fund shall be used, without limitation, for the payment of the following:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

(b) Care and preservation of the Common Area.

(c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon no more than ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board of Directors or by the manager.

(d) Legal and accounting services.

(e) A policy or policies of insurance insuring the Association, its Directors, and Officers against any liability to the public or to the Owners (and/or invites or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors,

(f) Workers compensation insurance to the extent necessary to comply with any applicable laws.

(g) Such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable.

(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is

required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

(i) Perpetual maintenance and enhancement of any recreational facility, wall, grounds, landscaping, lights, irrigation system, entry monuments, signs, or other Common Facilities owned or maintained by the Association.

II.) Powers and Duties of Board: The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes and with regard to the Common Areas, if any, on behalf of all Owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board see fit.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(d) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.

(f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(i) To collect all assessments and enforce all penalties for nonpayment including the filing of liens and institution of legal proceedings.

III.) The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

IV.) The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE XIV

TITLE TO COMMON AREAS

A) All Common Area within the Property shall be conveyed to the Association free of lien at such time as 75% of the Lots are sold by the Declarant subject to this Declaration, and the Supplemental Declaration of Covenants, Conditions and Restrictions for Certain Lots in Oak Hollow Estates, Section one, but not less than 78 total lots sold. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Declarant will provide Title Insurance for the Property conveyed to the Association at such time as the Property is conveyed.

B) From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be determined by the Board of directors of the Association. The Association 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, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Director, the management company and other insureds, as their interest may be determined.

C) The Association shall not convey or mortgage any Common Area without the consent of two-thirds (2/3rds) or more of the Lot Owners.

ARTICLE XV

INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of the Declaration shall govern.

ARTICLE XVI

OMISSIONS

If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

ARTICLE XVII

GENDER AND GRAMMAR

A) The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to made the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

B) The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

C) In the event of conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A) Indemnification. Each builder shall indemnify and hold harmless River Country Development, L. C. against all third-party liability claims and shall defend, at his or its expense, all such claims which may arise.

B) Enforcement. Enforcement shall be by proceedings at law or in equity against any person, persons, firms, or corporations, violating or attempting to violate any covenant, either to restrain violation, or to recover damages, and may be brought by any person, persons, firms or corporations owning any property in the subdivision.

C) Severability. Invalidation of any one of these covenants by judgment, court order or waiver shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE XIX

ADDITIONAL INFORMATION

Architectural Design Guidelines for the subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner, prospective Owner, Builder Member, or contractor for improvements to a Lot are maintained at the offices of the Association (at 658 Oak Hollow Drive, Kerrville, Texas 78028) and Declarant (at 23505 Crenshaw Blvd., Suite 190, Torrance, California, 90505). Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to these Restrictions to determine his rights and obligations.

EXECUTED effective the 26th day of November, 1996

Block 5, Lot 10

Block 6, Lots 4, 5, 9, 10, 11, 19, 23, 28, 29, 30, 32, 33, and 34

Block 7, Lots 8, 9, 10, 11, 19, and 20

Block 8, Lots 8, 9, 11, 12, and 13

Block 9, Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, and 17

DECLARANT

FILED FOR RECORD
at 10:45 o'clock A.M

RIVER COUNTRY DEVELOPMENT, L. C.

JUL 02 1997

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Patricia Dye Deputy

By: *Kenneth L. Creal*
General Manager, Kenneth L. Creal

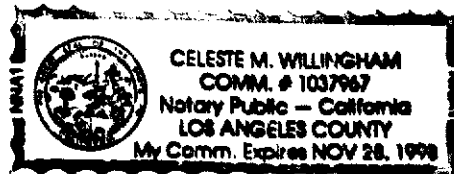
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On May 6, 1997, ^{cmw} 1996 before me, CELESTE M. WILLINGHAM,
personally appeared KENNETH L. CREAL personally
known to me to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted
executed the instrument.

WITNESS my hand and official seal.

Celeste M. Willingham
Notary Public, State of CALIFORNIA



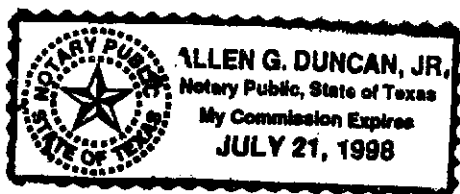
Lot 1, Block 8
 Lot 6, Block 6
 Lot 7, Block 6
 Lot 16, Block 6
 Lot 17, Block 6
 Lot 2, Block 9
 Lot 3, Block 9
 Lot 27, Block 6

~~Lot 18, Block 6~~

James T. Goodwyn, Jr.
 JAMES T. GOODWYN, Jr.

STATE OF TEXAS
 COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 29 day of APRIL, 1997, by JAMES T. GOODWYN, JR.



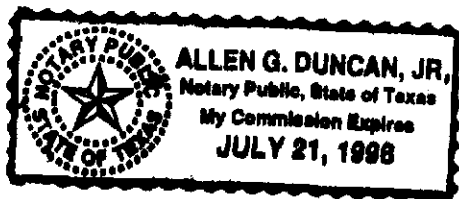
Allen G. Duncan, Jr.
 Notary Public, State of Texas

Lot 18, Block 6

Thomas W. Goodwyn
 Thomas W. Goodwyn

STATE OF TEXAS
 COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 29 day of APRIL, 1997, by THOMAS W. GOODWYN



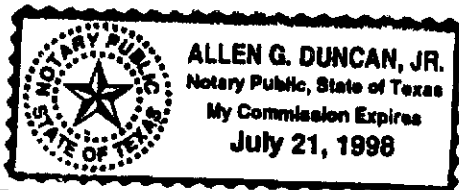
Allen G. Duncan, Jr.
 Notary Public, State of Texas

Lot 24, Block 6

Dale T. Fogerty
Dale T. Fogerty
Shirley Mae Fogerty
Shirley Mae Fogerty

STATE OF TEXAS
COUNTY OF KERR

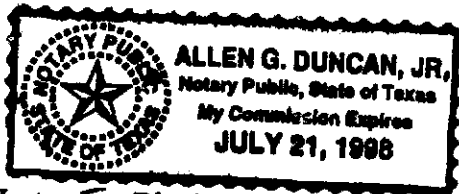
The foregoing instrument was acknowledged before me on the 26 day of
MARCH, 1997, by DALE T. & SHIRLEY MAE FOGERTY.

Lot 12, Block 7

Allen G. Duncan, Jr.
Notary Public, State of Texas
Robert H. Hayman
Robert H. Hayman
Doris Hayman
Doris Hayman

STATE OF TEXAS
COUNTY OF KERR

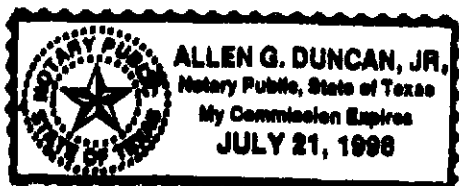
The foregoing instrument was acknowledged before me on the 31st day of
MARCH, 1997, by ROBERT H. & DORIS HAYMAN.

Lot 15, Block 7

Allen G. Duncan, Jr.
Notary Public, State of Texas
Chris Udell
Chris Udell
Janet G. Udell
Janet G. Udell

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 9th day of
APRIL, 1997, by CHRIS UDELL & JANET G. UDELL.



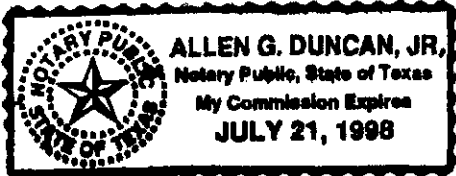
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 14, Block 7

William H. Cafferty
William H. Cafferty
Jeanette Cafferty
Jeanette Cafferty

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of
APRIL, 1997, by WM H. + JEANETTE CAFFERTY



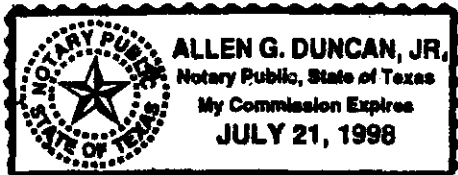
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 1, Block 10

Kalman Nyitrai
Kalman Nyitrai
Beverly Nyitrai
Beverly Nyitrai

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of
APRIL, 1997, by KALMAN J. + BEVERLY NYITRAI



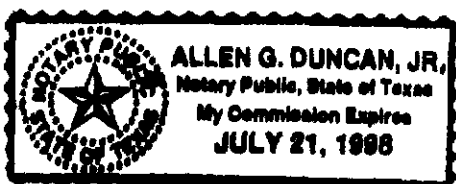
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 3, Block 8

Dwight A. Nelson
Dwight A. Nelson
Florence D. Nelson
Florence D. Nelson

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of
APRIL, 1997, by DWIGHT A. + FLORENCE D. NELSON



Allen G. Duncan, Jr.
Notary Public, State of Texas

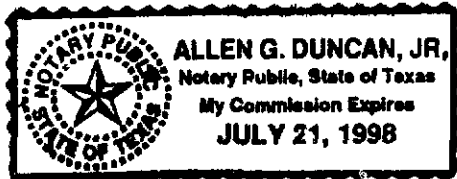
VOL. _____ PAGE _____

Lot 22, Block 6

+ Delaney A. Dobbins
 Delaney A. Dobbins
 + Mary M. Dobbins
 Mary M. Dobbins

STATE OF TEXAS
 COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of
APRIL, 1997, by DELANEY A. + MARY M. DOBBINS



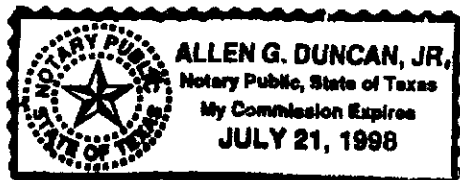
Allen G. Duncan, Jr.
 Notary Public, State of Texas

Lot 12, Block 5

David S. Lawrence
 David S. Lawrence
Carol K. Lawrence
 Carol K. Lawrence

STATE OF TEXAS
 COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of
APRIL, 1997, by DAVID S. + CAROL K. LAWRENCE



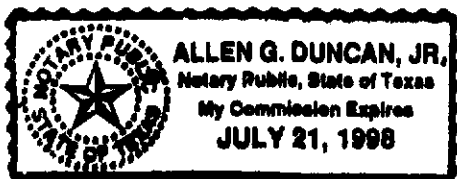
Allen G. Duncan, Jr.
 Notary Public, State of Texas

Lot 13, Block 7

Paul Keenan
 Paul Keenan

STATE OF TEXAS
 COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of
APRIL, 1997, by PAUL KEENAN



Allen G. Duncan, Jr.
 Notary Public, State of Texas

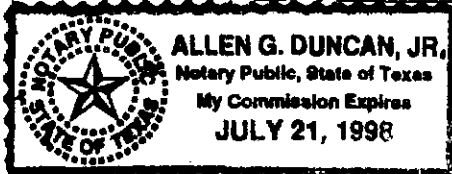
VOL _____ PAGE _____

Lot 25, Block 6

Margaret A. Hainey
John Hainey
 Margaret A. Hainey
 John Hainey

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of
April, 1997, by MARGARET A. & JOHN HAINES



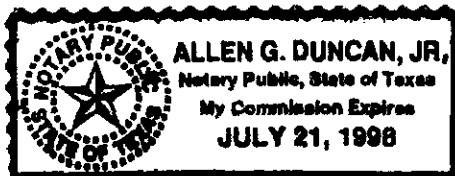
Allen G. Duncan
 Notary Public, State of Texas

Lot 7, Block 8

John E. Hansen
Bonnie Hansen
 John E. Hansen
 Bonnie Hansen

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of
April, 1997, by JOHN E. HANSEN + BONNIE HANSEN



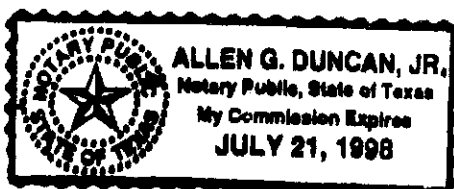
Allen G. Duncan
 Notary Public, State of Texas

Lot 23, Block 7

Ogden A. Clemens
 Ogden A. Clemens

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of
April, 1997, by OGDEN A. CLEMENS

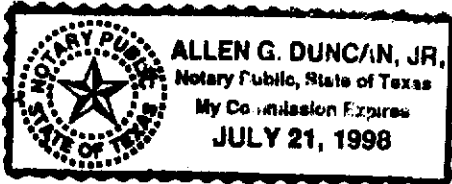


Allen G. Duncan
 Notary Public, State of Texas

Lot 3, Block 7

Kent W. Bond
Kent W. Bond

Beverly A. Bond
Beverly A. Bond

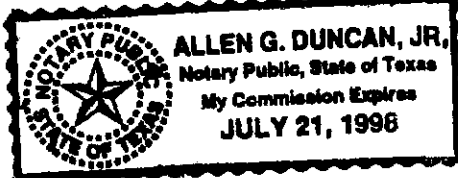
STATE OF TEXAS
COUNTY OF KERRThe foregoing instrument was acknowledged before me on the 8th day of APRIL, 1997, by KENT W. + BEVERLY A. BOND

Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 15, Block 6

Ton Wittenman
Ton Wittenman

Marian Wittenman
Marian Wittenman

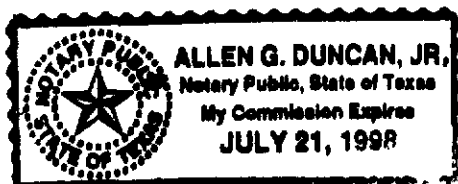
STATE OF TEXAS
COUNTY OF KERRThe foregoing instrument was acknowledged before me on the 8th day of APRIL, 1997, by TON + MARIAN WITTEMAN

Allen G. Duncan, Jr.
Notary Public, State of Texas

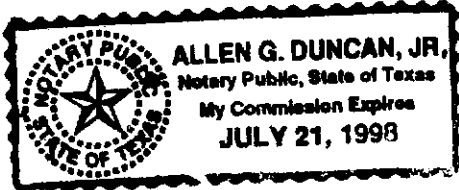
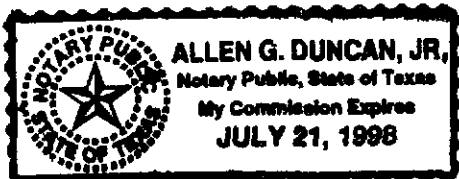
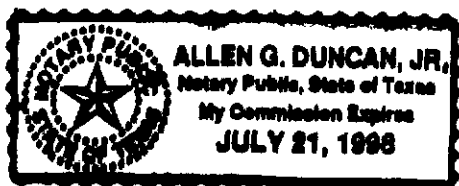
Lot 14, Block 8

Virginia R. Danielson
Virginia R. Danielson

A. J. Danielson
A. J. Danielson

STATE OF TEXAS
COUNTY OF KERRThe foregoing instrument was acknowledged before me on the 8th day of APRIL, 1997, by VIRGINIA R. + A.J. DANIELSEN

Allen G. Duncan, Jr.
Notary Public, State of Texas

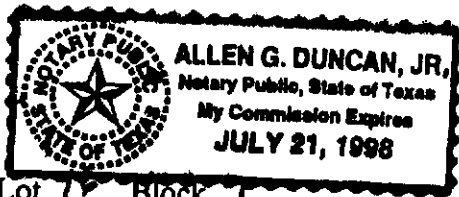
Lot 22, Block 7+ Carl L. Swigart
Carl L. Swigart+ Elaine M. Swigart
Elaine M. SwigartSTATE OF TEXAS
COUNTY OF KERRThe foregoing instrument was acknowledged before me on the 9th day of
APRIL, 1997, by CARL L. + ELAINE M. SWIGART.
Allen G. Duncan
Notary Public, State of Texas
Lot 21, Block 6
Stanton L. Kilgore
Stanton L. Kilgore
Kathleen A. Kilgore
Kathleen A. Kilgore
STATE OF TEXAS
COUNTY OF KERRThe foregoing instrument was acknowledged before me on the 8th day of
APRIL, 1997, by STANTON L. + KATHLEEN A. KILGORE
Allen G. Duncan
Notary Public, State of Texas
Lot 7, Block 10
Kenneth Harvey
Kenneth Harvey
+ Kathryn R. Harvey
Kathryn R. Harvey
STATE OF TEXAS
COUNTY OF KERRThe foregoing instrument was acknowledged before me on the 8th day of
APRIL, 1997, by KENNETH HARVEY + KATHRYN R. HARVEY
Allen G. Duncan
Notary Public, State of Texas

Lot 4, Block 8

Ross Robinson
Rennee Robinson
 Ross Robinson
 Rennee Robinson

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of
APRIL, 1997, by ROSS + RENNEE ROBINSON

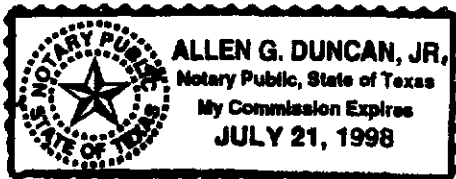
Lot 1, Block 1

Allen G. Duncan, Jr.
 Notary Public, State of Texas

John A. Swyers
Sondra Swyers
 John A. Swyers
 Sondra Swyers

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of
APRIL, 1997, by JOHN A. + SONDR A Swyers.

Lot 10, Block 8

Allen G. Duncan
 Notary Public, State of Texas

Karen Lee Kessler
Benjamin Smith
 Karen Lee Kessler
 Benjamin Smith

STATE OF ~~TEXAS~~ WASHINGTON
COUNTY OF ~~KERR~~ Jefferson

The foregoing instrument was acknowledged before me on the 24th day of
May, 1997, by Karen Lee Kessler and Benjamin Smith



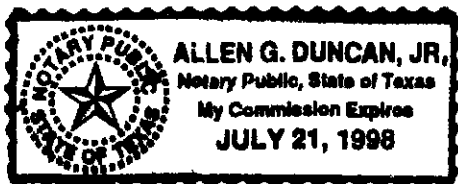
Lorean Sutherland
 Notary Public, State of ~~TEXAS~~ WASHINGTON

Lot 6, Block 10

✓ Nora DeSaegher
Nora DeSaegher

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 21st day of
MAY, 1997, by NORA DESAEGHER



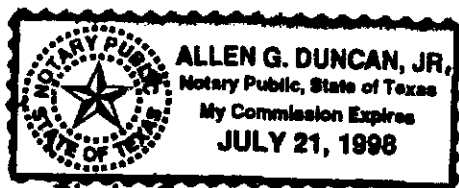
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 11, Block 5

W.C. Jurek
W. C. Jurek
Melba J. Jurek
Melba J. Jurek

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 23 day of
MAY, 1997, by W.C. JUREK & MELBA J. JUREK



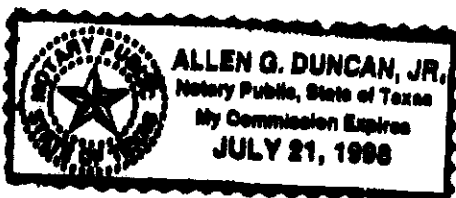
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 2, Block 9

✓ Allen Lee Isbell
Allen Lee Isbell
✓ Wanda S. K. Isbell
Wanda S. K. Isbell

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 23 day of
MAY, 1997, by ALLEN & WANDA ISBELL



Allen G. Duncan, Jr.
Notary Public, State of Texas

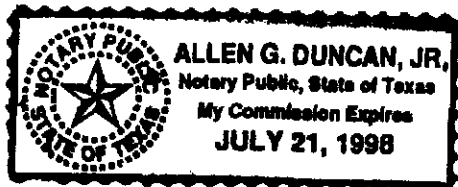
VOL _____ PAGE _____

Lot 5, Block 10

Debbie Stoepe
Debbie Stoepe

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 26 day of June, 1997, by DEBBIE STOEPEL.



Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot _____, Block _____

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the _____ day of _____, 199____, by _____.

Notary Public, State of Texas

Lot _____, Block _____

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the _____ day of _____, 199____, by _____.

FIDELITY ABSTRACT AND TITLE CO. ✓
Ph 896-4311 Kerrville, Texas

AFTER RECORDING, RETURN TO:

Oak Hollow Homeowners Association
638 Oak Hollow Dr.
Kerrville, TX 78028

Notary Public, State of Texas

Provisions herein which restrict the sale, rental or use of the described prop-
erty on the basis of race or sex is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS)
COUNTY OF KERR

I hereby certify that this instrument was FILED in the File Number Sequence
on the date and at the time stamped herein by me and was duly RECORDED
in the Official Public Records of Real Property of Kerr County, Texas on

JUL 08 1997



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 907 PG 372
RECORDING DATE

JUL 08 1997



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
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00335

OakHollow110102Amend

**AMENDMENT OF AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK HOLLOW ESTATES SECTION TWO,
SUBDIVISION OF KERR COUNTY, TEXAS**

The AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK HOLLOW ESTATES, SECTION TWO, a SUBDIVISION OF KERR COUNTY, TEXAS ("Supplemental Declaration") is of record in Volume 907, Page 19 of the Real Property Records of Kerr County, Texas. The Supplemental Declaration encumbers the property described therein.

Pursuant to the provisions of Article X of the Supplemental Declaration, the undersigned Lot owners in the subdivision, being the record owners of over three-fourths (3/4) of the Lots, hereby amend the Supplemental Declaration as follows:

1. The following paragraph is hereby added to the end of Article V of the Supplemental Declaration:

If any of the Lots are combined and replatted to make a fewer number of Lots (herein "new Lots") then each of the new Lots shall be entitled to a number of votes equal to the number of Lots so replatted divided by the number of new Lots. For example, if four (4) Lots are combined and replatted into three (3) new Lots then each new Lot would have one and one-third ($1 \frac{1}{3}$) votes.

2. The following paragraph is hereby added to the end of Paragraph G of Article VI of the Supplemental Declaration:

If any of the Lots are combined and replatted to make a fewer number of Lots ("herein new Lots") then, for assessment purposes, the new Lots shall be counted as being equal to the number of Lots so replatted divided by the number of new Lots. For example, if four (4) Lots are combined and replatted into three (3) new Lots then each new Lot would be counted as one and one-third ($1 \frac{1}{3}$) Lots for assessment purposes.

3. The first sentence of Paragraph H of Article VI of the Supplemental Declaration is hereby amended in its entirety to hereafter read as follows:

"Any assessment, annual or special, not paid within thirty (30) days after its due date shall bear interest from the due date at a rate of twelve (12) percent per annum."

OakHollow110102Amend

The purpose of this Amendment is simply to modify only the terms and provisions of the Supplemental Declaration herein specified and to continue and carry forward all other terms and provisions of the Supplemental Declaration which shall remain in full force and effect as therein written, except as otherwise modified hereby.

Executed and adopted by the undersigned Lot Owners as of the date of their respective acknowledgments, but effective October 1, 2002.

<u>Name of Lot Owner(s)</u>	<u>Lot or Lots Owned</u>	<u>Signature(s)</u>
1. <u>DeLaney A. Dolbin</u> <u>Mary M. Debbins</u> <u>Pale T Fogarty</u>	<u>Block 6, Lot 22</u>	<u>DeLaney A. Dolbin</u> <u>Mary M. Debbins</u> <u>Pale T Fogarty</u>
2. <u>SHIRLEY MAE FOGERTY</u> <u>JOHN L. MCCALLIES</u>	<u>Block 6, Lot 24</u>	<u>Shirley Mae Fogerty</u> <u>John L. McCallies</u>
3. <u>MARILYN A. McCALLIES</u> <u>WARREN H. SELLS</u>	<u>Block 9, Lot 13</u>	<u>Marilyn A. McCallies</u> <u>Warren H. Sells</u>
4. <u>TERESA I. SELLS</u> <u>MARY ELLEN ROUSE</u>	<u>Block 6, Lot 8</u>	<u>Teresa I. Sells</u> <u>Mary Ellen Rouse</u>
5. <u>RICHARD W. ROUSE</u> <u>JOHN HAINES</u>	<u>Block 9, Lot 18</u>	<u>Richard W. Rouse</u> <u>John Haines</u>
6. <u>MARGARET A. HAINES</u> <u>JAMES FELIX KOETTING</u>	<u>Block 6, Lot 25</u>	<u>Margaret A. Haines</u> <u>James Felix Koetting</u>
7. <u>BETTY DEANS KOETTING</u> <u>STANLEY S. SCHULTZ</u>	<u>Block 5, Lot 11</u>	<u>Betty Deans Koetting</u> <u>Stanley S. Schultz</u>
8. <u>Artene Schultz</u> <u>Gloria Faye Clements</u>	<u>Block 10, Lot 4</u>	<u>Artene Schultz</u> <u>Gloria Faye Clements</u>
9. <u>ROBERT J. CLEMENTS</u>	<u>Block 10, Lot 8</u>	<u>Robert J. Clements</u>

<u>Name of Lot Owner(s)</u>	<u>Lot or Lots Owned</u>	<u>Signature(s)</u>
10. Lora L. Morris Fenn Davis Richard C. Davis	Block 6, Lot 33	Lora L. Morris
11. R. A. Davis KATHERINE R. BELDING	Block 9, Lot 10	Fenn Davis Richard C. Davis Katherine R. Belding
12. Robert D. Belding FLORENCE D. NELSON	Block 5, Lot 9	Robert D. Belding Florence D. Nelson
13. Dwight Nelson ELAINE SWIGART	Block 8, Lot 3	Dwight C. Nelson Elaine M. Swigart
14. CARL L. SWIGART	Block 7, Lot 29	Carl L. Swigart
Beverly J. Nyitrai 15. Kalman J. Nyitrai HONORE C. BYRNE	Block 10, Lot 1 Block 6, Lot 4	Beverly J. Nyitrai Kalman J. Nyitrai Honore C. Byrne
16. PATRICK J. BYRNE	Block 6, Lot 5	Patrick Byrne
17. Mary Burchell MARIAN L. WITTEMAN	Block 9, Lot 1	Mary B. Burchell Marian L. Witteman
18. ANTONIUS WITTEMAN	Block 6, Lot 15	Antonius Witteman
19. ALLIE M. LIVENGOOD JEANETTE G. CAFFERTY	Block 9, Lot 5	Allie M. Livengood Jeanette G. Cafferty
20. WILLIAM H. CAFFERTY	Block 7, Lot 14	William H. Cafferty
21. PAUL J. KEENAN VIRGINIA DANIELSEN	Block 7, Lot 13	Paul J. Keenan Virginia Danielson
22. ALFRED J. DANIELSEN	Block 8, Lot 14	Alfred J. Danielson

OakHollow110102Amend

<u>Name of Lot Owner(s)</u>	<u>Lot or Lots Owned</u>	<u>Signature(s)</u>
23. Marilyn K. Deily	Block 9, Lot 8	Marilyn K Deily
24. Evelyn Kim Meek	Block 10, Lot 6	Evelyn Kim Meek
25. Mark E. Meek	Block 10, Lot 6	Mark E. Meek
JAMES N. COLVIG JR		James N. Colvig Jr.
26. Charlane A. Colvig	Block 7, Lot 24	Charlane A. Colvig
ARITA G. RASO		Arita G. Raso
27. ANTHONY J. RASO	Block 7, Lot 25	Anthony J. Raso
JULIANNE L. FOLWELL		Julianne L. Folwell
28. NATHAN T. Folwell III	Block 9, Lots 15+16	Nathan T. Folwell III
Barbara A. Duke	Block 9, Lot 6	Barbara A. Duke
29. Robert H. Hayman		Robert H. Hayman
30. Doris J. Hayman	Block, Lot 12	Doris J. Hayman
Shane Allen Hetterman		Shane Allen Hetterman
31. Mandy Michelle Riss	Block 6, Lot 9	Mandy Michelle Riss
32. Debbie Stoepel	Block 10 Lot 5	Debbie Stoepel
33. ANNETTE REED	Block 7, Lot 17	Annette M. Reed
34. WALTER REED	Block 7, Lot 17	Walter Reed
SONDRA SWYERS		Sondra Swyers
35. John Swyers	Block 7, Lot 16	John Swyers
MARGARET C GAST		Margaret C Gast
36. MARVIN J. GAST	Block 6, Lot 31	Marvin J. Gast
LOUIS HEIMANN III		Louis Heimann III
37. Brenda J. Heimann	Block 7, Lot 18	Brenda J. Heimann

Name of Lot Owner(s)	Lot or Lots Owned	Signature(s)
CAROL K. LAWRENCE		Carol K Lawrence
38. DAVID S. LAWRENCE	Block 5 Lot 12	David S Lawrence
PEGGY J. HENDERSON		Peggy J Henderson
39. HIRAM J. HENDERSON	Block 5, Lot 10	Hiram J Henderson
Betsabe Weinman		Betsabe Weinman
40. Mark A. Weinman	Block 7, Lot 15	Mark A Weinman
KAREN L KESSLER		Karen L Kessler
41. BENJAMIN SMITH	Block 8, Lot 10	Benjamin Smith
J. Michael Conesys	Block 6, Lot 26	J. Michael Conesys
42. AMANDA CONESYS	Block 8, Lot 2	A. Conesys
Gregory L Shroader		Gregory L Shroader
43. Laura T. Shroader	Block 10, Lot 3	Laura T Shroader
ROBERT E PAXSON		Robert E Paxson
44. Doris Paxson	Block 9, Lots 2 & 3	Doris Paxson
45. Gerald G Reicheneder	Block 9, Lot 14	Gerald G Reicheneder
MICHAEL MARTIN		Michael Martin
46. Evangeline Martin	Block 6, Lot 18	Evangeline Martin
47.		
48.		
49.		
50.		
51.		
52.		

<u>Name of Lot Owner(s)</u>	<u>Lot or Lots Owned</u>	<u>Signature(s)</u>
84.		
85.		
86.		
87.		
88.		

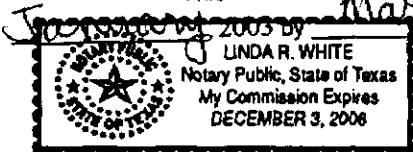
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Oak Hollow Estates Homeowners Association

By: Paul J. Keenan President

OakHollow110102Amend

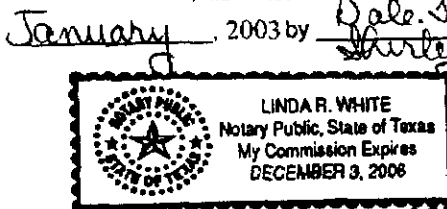
ACKNOWLEDGMENT

State of Texas
County of Kerr§
§This Instrument Was Acknowledged Before Me on this the 11th day of

January 2003 by Mary M. Dobbins
Deborah A. Dobbins
 LINDA R. WHITE
 Notary Public, State of Texas
 My Commission Expires
 DECEMBER 3, 2006

Linda R. White
 Notary Public, State of Texas
 Printed name: Linda R. White
 My commission expires: 12/3/06

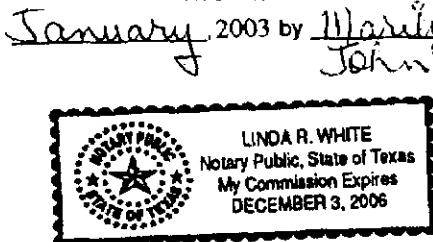
ACKNOWLEDGMENT

State of Texas
County of Kerr§
§This Instrument Was Acknowledged Before Me on this the 11th day of

January 2003 by Dale S. Fogarty
Shirley Mae Fogarty
 LINDA R. WHITE
 Notary Public, State of Texas
 My Commission Expires
 DECEMBER 3, 2006

Linda R. White
 Notary Public, State of Texas
 Printed name: _____
 My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§This Instrument Was Acknowledged Before Me on this the 11th day of

January 2003 by Marilyn A. McCaules
John D. McCaules
 LINDA R. WHITE
 Notary Public, State of Texas
 My Commission Expires
 DECEMBER 3, 2006

Linda R. White
 Notary Public, State of Texas
 Printed name: _____
 My commission expires: _____

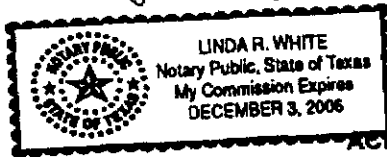
Acknowledgment

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Warren T. Sells
Leresa J. Sells



Linda R. White
 Notary Public, State of Texas
 Printed name: _____
 My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Richard W. Kouse
Mary Ellen Kouse



Linda R. White
 Notary Public, State of Texas
 Printed name: _____
 My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Margaret A. Hauney
John Hauney



Linda R. White
 Notary Public, State of Texas
 Printed name: _____
 My commission expires: _____

Acknowledgment

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by James & Dix Koetting
Betty Deans Koetting



Linda R. White
Notary Public, State of Texas

Printed name: _____

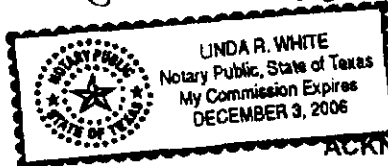
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Stanley J. Schults
Arlene Schults



Linda R. White
Notary Public, State of Texas

Printed name: _____

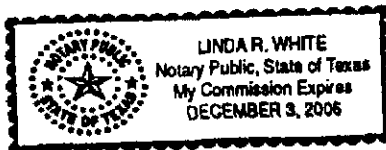
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Robert J. Clements
Gloria F. Clements



Linda R. White
Notary Public, State of Texas

Printed name: _____

My commission expires: _____

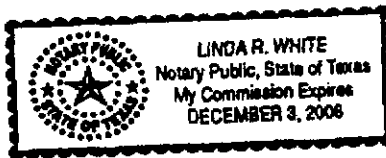
Acknowledgment

Oak Hollow 110102 Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Loa L. Morris



Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Richard C. Davis, Jr.
Fern Davis



Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Robert N. Belding
Catherine R. Belding



Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

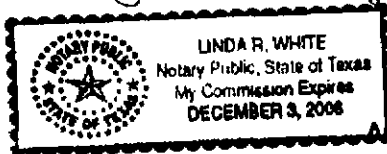
Acknowledgment

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Florence D. Nelson
Dwight A. Nelson Linda R. White



Notary Public, State of Texas

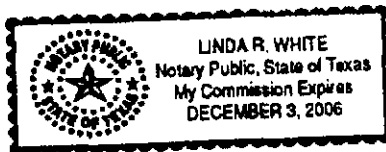
Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Carl L. Swigart
Claine M. Swigart Linda R. White



Notary Public, State of Texas

Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Kalman J. Nyitrai
Beverly J. Nyitrai Linda R. White



Notary Public, State of Texas

Printed name: _____

My commission expires: _____

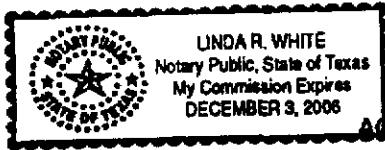
Acknowledgment

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Honore C. Byrne
Patrick J. Byrne Linda R. White



Notary Public, State of Texas

Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Mary Burchell
Linda R. White



Notary Public, State of Texas

Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Antoniuss Wittenman
Marian Wittenman Linda R. White



Notary Public, State of Texas

Printed name: _____

My commission expires: _____

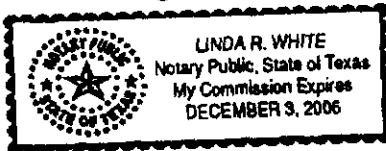
Acknowledgment

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Allie M. Livingston

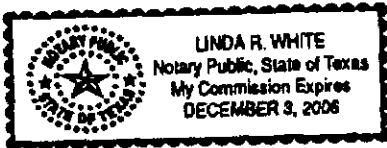


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Jeanette G. Cafferty
William H. Cafferty

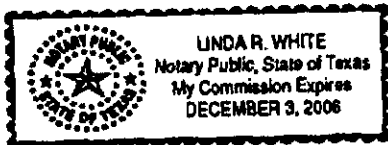


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 11th day of
January, 2003 by Paul J. Keenan



Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

Acknowledgment

OakHollow110102Amend

ACKNOWLEDGMENT

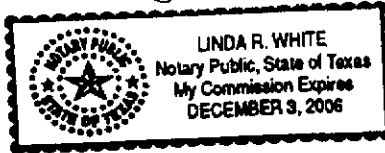
State of Texas

§

County of Kerr

§

This Instrument Was Acknowledged Before Me on this the 11th day of January, 2003 by Alfred J. Danielson
Virginia Danielson Linda R. White



Notary Public, State of Texas

Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

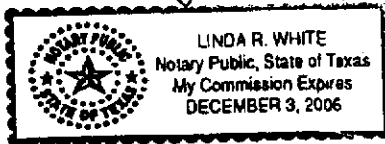
State of Texas

§

County of Kerr

§

This Instrument Was Acknowledged Before Me on this the 11th day of January, 2003 by Marilyn K. Seely
Linda R. White



Notary Public, State of Texas

Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

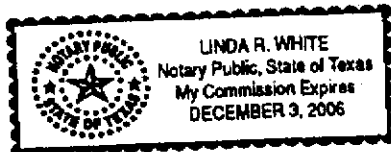
State of Texas

§

County of Kerr

§

This Instrument Was Acknowledged Before Me on this the 11th day of January, 2003 by Mark E. Meek
Evelyn Kim Meek Linda R. White



Notary Public, State of Texas

Printed name: _____

My commission expires: _____

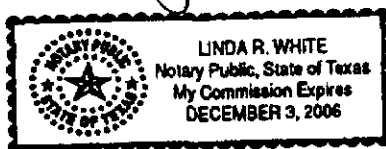
Acknowledgment

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January, 2003 by James H. Colvig, Jr.
Charlene A. Colvig

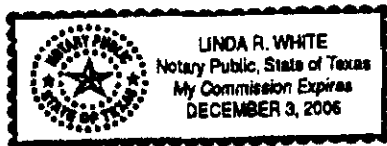


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January, 2003 by Arita G. Rasco
Anthony J. Rasco

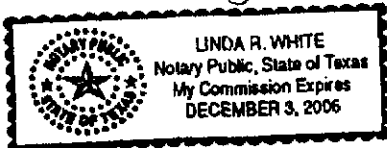


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January, 2003 by Nathan J. Solwell III
Julianne L. Solwell



Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

Acknowledgment

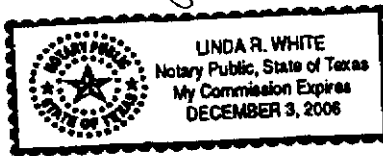
OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the 12th day of January, 2003 by Barbara A. Duke



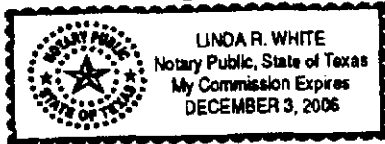
Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the 12th day of January, 2003 by Robert H. Hayman
Doris J. Hayman



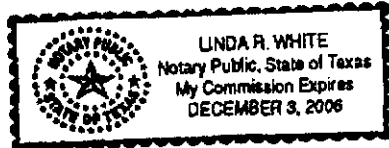
Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the 12th day of January, 2003 by Shane Hefner
Mandy Michelle Russ



Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

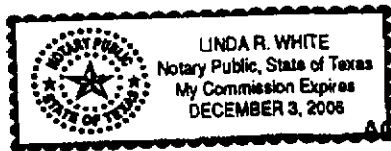
Acknowledgment

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January 2003 by Debbie Stoppel



Linda R. White
Notary Public, State of Texas

Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January 2003 by Walter A. Reed
Annette M. Reed



Linda R. White
Notary Public, State of Texas

Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January 2003 by Londra Snyers
John Snyers



Linda R. White
Notary Public, State of Texas

Printed name: _____

My commission expires: _____

Acknowledgment

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January 2003 by Marvin J. East
Margaret C. East Linda R. White



Notary Public, State of Texas

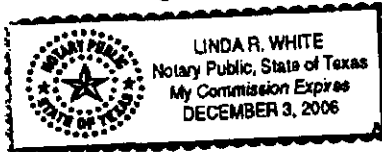
Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January 2003 by Louis Heimann III
Brenda J. Heimann Linda R. White



Notary Public, State of Texas

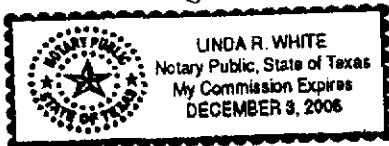
Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January 2003 by David S. Lawrence
Carol K. Lawrence Linda R. White



Notary Public, State of Texas

Printed name: _____

My commission expires: _____

Acknowledgment

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January 2003 by Peggy J. Henderson
William J. Henderson Linda R. White



Notary Public, State of Texas

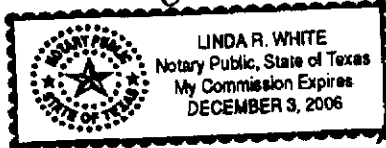
Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January 2003 by Betsabe Weirman
Mark A. Weirman Linda R. White



Notary Public, State of Texas

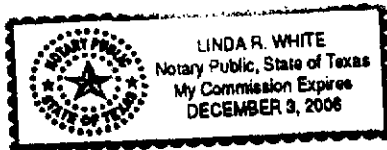
Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr§
§

This Instrument Was Acknowledged Before Me on this the 12th day of
January 2003 by Karen L. Kessler
Benjamin J. Smith Linda R. White



Notary Public, State of Texas

Printed name: _____

My commission expires: _____

Acknowledgment

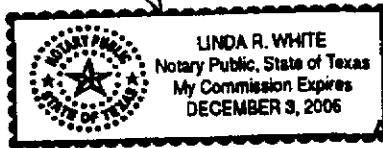
OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr

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§

This Instrument Was Acknowledged Before Me on this the 12th day of January, 2003 by J. Michael Comegys
Amanda Comegys Linda R. White



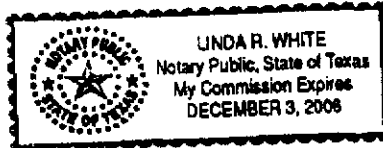
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the 12th day of January, 2003 by Gregory T. Shrader
Laurie A. Shrader Linda R. White



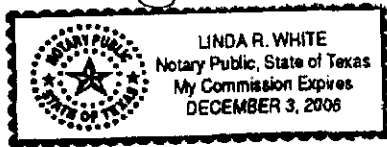
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the 12th day of January, 2003 by Robert C. Paxson
Doris Paxson Linda R. White



Notary Public, State of Texas
Printed name: _____
My commission expires: _____

Acknowledgment

OakHollow110102Amend

ACKNOWLEDGMENT

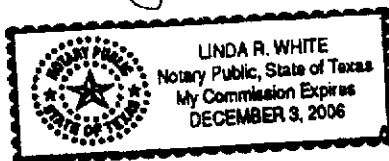
State of Texas

§

County of Kerr

§

This Instrument Was Acknowledged Before Me on this the 12th day of January, 2003 by Gerald G. Recheneder



Linda R. White
Notary Public, State of Texas

Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

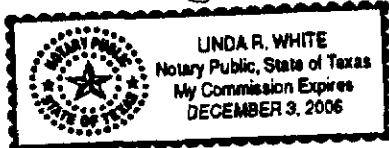
State of Texas

§

County of Kerr

§

This Instrument Was Acknowledged Before Me on this the 12th day of January, 2003 by Michael Martin
Evangelina Martin



Linda R. White
Notary Public, State of Texas

Printed name: _____

My commission expires: _____

ACKNOWLEDGMENT

State of Texas

§

County of Kerr

§

This Instrument Was Acknowledged Before Me on this the _____ day of _____, 2003 by _____

Notary Public, State of Texas

Printed name: _____

My commission expires: _____

Acknowledgment

OakHollow110102Amend

**AMENDMENT OF AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK HOLLOW ESTATES SECTION TWO,
SUBDIVISION OF KERR COUNTY, TEXAS**

**AMENDMENT
of
BY-LAWS OF OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION**

Executed and adopted by the undersigned Lot Owners as of the date of their respective acknowledgments, but effective October 1, 2002.

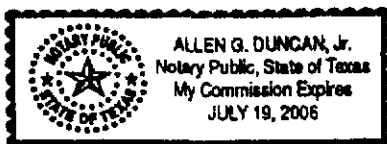
<u>Name of Lot Owner(s)</u>	<u>Lot or Lots Owned</u>	<u>Signature(s)</u>
1. <u>KJN Enterprises</u>	<u>Block 7, Lots 9</u> <u>10, 11</u>	<u>Kalman J. Nyitrai, manager</u> <u>Beverly J. Nyitrai, sec.</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This instrument Was Acknowledged Before Me on this the 16th day of DECEMBER, 2002 by KALMAN J. & BEVERLY J. NYITRAI



Allen G. Duncan, Jr.
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

**AMENDMENT OF AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK HOLLOW ESTATES SECTION TWO,
SUBDIVISION OF KERR COUNTY, TEXAS**

**AMENDMENT
of
BY-LAWS OF OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION**

Executed and adopted by the undersigned Lot Owners as of the date of their respective acknowledgments, but effective October 1, 2002.

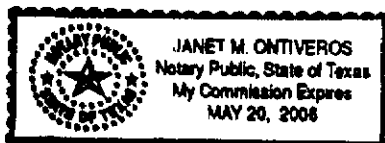
<u>Name of Lot Owner(s)</u>	<u>Lot or Lots Owned</u>	<u>Signature(s)</u>
1. <u>Goodway Homes</u>	<u>Block 6 Lots 6</u> <u>7, 16, 17</u>	<u><i>Thomas W. Goodway</i></u>
2. _____	<u>Block 8, Lot 1</u>	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the 17th day of December, 2002 by Thomas W. Goodway



Janet M. Ontiveros
Notary Public, State of Texas
Printed name: JANET M. ONTIVEROS
My commission expires: May 20, 2006

OakHollow110102Amend

**AMENDMENT OF AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK HOLLOW ESTATES SECTION TWO,
SUBDIVISION OF KERR COUNTY, TEXAS**

**AMENDMENT
of
BY-LAWS OF OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION**

Executed and adopted by the undersigned Lot Owners as of the date of their respective acknowledgments, but effective October 1, 2002.

<u>Name of Lot Owner(s)</u>	<u>Lot or Lots Owned</u>	<u>Signature(s)</u>
1. <u>Frank Lee Bruno</u>	<u>Block 7, Lot 8</u>	<u>[Signature]</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the 16 day of December, 2002 by Rose Ferguson



Notary Public, State of Texas
Printed name: ROSE FERGUSON
My commission expires: 02/28/07

Oak Hollow 110102 Amend

**AMENDMENT OF AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK HOLLOW ESTATES SECTION TWO,
SUBDIVISION OF KERR COUNTY, TEXAS**

**AMENDMENT
of
BY-LAWS OF OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION**

Executed and adopted by the undersigned Lot Owners as of the date of their respective acknowledgments, but effective October 1, 2002.

<u>Name of Lot Owner(s)</u>	<u>Lot or Lots Owned</u>	<u>Signature(s)</u>
1. <u>(B.C.F.)</u> <u>Buck Bucheren</u>	<u>Block 6</u> <u>Lots 10, 11, 19</u> <u>23, 28, 29, 30</u> <u>32</u>	<u>Thomas E. Lytle, Pres.</u> <u>Thomas E. Lytle, 11</u>
2. <u>Construction Inc.</u>		<u>Thomas E. Lytle, 11</u>
3. _____	<u>Block 8</u> <u>Lots 9, 11, 13</u>	<u>Thomas E. Lytle, 11</u>
4. _____	<u>Block 9</u> <u>Lots 12, 17</u>	<u>Thomas E. Lytle, 11</u>
5. _____	_____	_____
6. _____	_____	_____

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the 17 day of December, 2002 by Thomas E. Lytle



ROBIN L. GABRICK
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 07-28-2004

Robin L. Gabrick
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

This Instrument Was Acknowledged Before Me on this the _____ day of _____, 2003 by _____

Notary Public, State of Texas
Printed name: _____
My commission expires: _____

FILED FOR RECORD
at 2:16 o'clock P M

Corporate Acknowledgment

JAN 13 2003

State of Texas

County of Kerr

§
§
§

JANNETT PIEPER
City County, Kerr County, Texas
Sheila Thompson

This instrument was acknowledged before me on the 11th day of January, 2003, by Paul J. Kuman, President, of Oak Hollow Estates Homeowners Association, a Texas Non-Profit Corporation, on behalf of such corporation.



Linda R. White
Notary Public, State of Texas

Filed by & taken to:
Mark Andrews
500 Main St., Ste A
Kerrville, TX 78028

Acknowledgment

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS }
COUNTY OF KERR
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JAN 14 2003



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1241 PG 66
RECORDING DATE

JAN 14 2003



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

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