

## Oak Hollow Estates 1 Restrictions

Volume 371, Page 236, Real Property Records of Kerr County, Texas, Volume 555, Page 645, (For Lots 4,5,& 6, Block 3 only add Volume 664, Page 170) and Volume 879, Page 111 (all lots); (For lots 1-6, Blk 5, Lots 1 and 12-14, Blk 6, and Lots 1-3 & 5-7, Blk 7 add Volume 917, Page 2, Official Public Records of Kerr County, Texas, and Volume 1241, Page 0056, Official Public Records of Kerr County, Texas) Volume 1419, Page 0431, Official Public Records of Kerr County, Texas (For lots 7-14, Blk 2 & Lots 7-10, Blk 3 add Volume 6, Page 361, Plat 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.
- Easement to L.C.R.A., dated April 23, 1968, Recorded in Volume 5, Page 232, Easement Records of Kerr County, Texas.
- Easement to L.C.R.A., dated October 26, 1969, recorded in Volume 5, Page 694, Easement Records of Kerr County, Texas.
- Easements per plat recorded in Volume 5, Page 179, Plat Records of Kerr County, Texas.
- Easements per replat recorded in Volume 6, Page 361, Plat Records of Kerr County, Texas. (Lots 7-15, Blk 2 & Lots 7-10, Blk. 3 only of Section One)
- Building Set Back Lines as per the Restrictions recorded in Volume 371, Page 236, Volume 555, Page 645, (For Lots 4, 5 & 6, Block 3 only add Volume 664, Page 170), Real Property Records of Kerr County, Texas; (For Lots 1-6, Blk 5; Lots 1 & 12-14, Blk 6; Lots 1-3 & 5-7, Blk 7 add Volume 917, Page 2, Real Property Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 371, Page 236, Volume 555, Page 645, (add Volume 664, Page 170 for Lots 4, 5 & 6, Block 3 only), Real Property Records of Kerr County, Texas; (For Lots 1-6, Blk 5; Lots 1 & 12-14, Blk 6; Lots 1-3 & 5-7, Blk 7, Section One add Volume 917, Page 2, Real Property Records of Kerr County, Texas).
- 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.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

1ST PARAGON CONSTRUCTION, INC.

TO

THE PUBLIC

§ OAK HOLLOW ESTATES, SECTION  
 § ONE, AN ADDITION TO THE  
 § CITY OF KERRVILLE, KERR  
 § COUNTY, TEXAS, PLAT RECORD-  
 § ED IN VOLUME 5, ON PAGE  
 § 179, PLAT RECORDS OF KERR  
 § COUNTY TEXAS

RESTRICTIONS

STATE OF TEXAS §  
 §  
 COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

That, 1ST PARAGON CONSTRUCTION INC., being the owners of all the following described property being a part of a 37.65 acre tract of land in the JOHN A. SOUTHMAYD SURVEY, Abstract No 148 and Abstract No. 288, and being more particularly described as follows:

All of Lots 3 through 5, Block 1; Lots 1 through 6, Block 2; Lots 1 through 6, Block 3; Lots 1 through 6, Block 4; Lots 1 through 8, Block 5; Lots 1, 2, 3, 12, 13 and 14, Block 6; and Lots 1 through 7, Block 7 of OAK HOLLOW ESTATES, SECTION ONE, an addition to the City of Kerrville, Texas according to plat thereof recorded in Volume 5 , Page 179 , of the Plat Records, Kerr County, Texas.

And said owners do 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 ONE, 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. No building shall be erected, altered, placed or permitted to remain on any lot other than a family dwelling, not to exceed three 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, and as to location with respect to topography and finish grade elevation. 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 address-s are as follows:

Pat D. Cooper  
P. O. Box 5660  
San Angelo, Texas 76902

Chalon Jones  
P. O. Drawer CR  
College Station, Texas 77841

Gary Kersey  
317 Earl Garrett Street  
Kerrville, Texas 76028

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 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.

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 be restricted to the following sizes:

Large Single Family

(1600 Sq. Ft. Minimum)

Lots 1 through 7, Block 7

Medium Single Family

(1400 Sq. Ft. Minimum)

Lots 1, 2, 3, 12, 13 and 14, Block 6

Small Single Family

(1200 Sq. Ft. Minimum)

Lots 4 through 8, Block 5

Duplexes

(2000 Sq. Ft. Minimum)

Lots 3, 4, and 5, Block 1

Lots 1 through 6, Block 2

Lots 1 through 6, Block 3

Lots 1 through 6, Block 4

Lots 1 through 3, Block 5

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 (15') 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. LOT SIZES:

The following are the minimum lot sizes for each type structure:

Large Single Family	72' x 125' Minimum (Irregular Lot, 9000 sq. ft. Minimum)
Medium Single Family	62' x 100' Minimum
Duplexes	65' x 125' With Alley
Small Single Family	62' x 100' Minimum

6. MATERIALS REQUIRED:

The main residential structures shall not have less than 51% of the exterior wall area of brick, native rock, 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.

7. 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.

8. REPETITION OF FLOOR PLANS:

The following restrictions shall govern the use of identical floor plans for each type lot by each builder.

Large	No More Than Three
Medium	No More Than Four
Small	No More Than Four
Duplex	Approval by the Architectural Control Committee

9. BUILDING ELEVATIONS:

No two identical elevations shall be used on adjacent lots. Additionally, each color combination of shingles and brick elevation can be used every third building. Where possible, building lines shall be staggered so as not to permit a common sight line from the side elevations. Garden Homes are excluded.

10. 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.

11. GARAGES AND FENCES:

All garages must be equipped with automatic door openers. Carports are not allowed unless in addition to a garage. 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.

12. 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 man-

ner 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.

All owners of duplex lots are required to provide exterior lawn maintenance to the lawns and not let yard maintenance be the responsibility of any tenant who might be living in a duplex. All duplex lot owners agree to coordinate the lawn maintenance of all duplex lots to provide a well kept and attractive appearance of all the duplex lots.

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 or occupant, as the case may be, agrees by the purchase or occupancy 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.

13. LANDSCAPING:

Every completed project must sod each yard, or seed the entire area. 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.

14. 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.

15. SIGNS:

No sign of any kind shall be displayed to public view on any lot except one sign not more than twenty (20) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. INDEMNIFICATION:

Each builder shall identify and hold harmless 1ST PARAGON CONSTRUCTION, INC. against all third-party liability claims and shall defend, at his or its expense, all such claims which may arise.

22. 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.



23.

SEVERABILITY:

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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.

EXECUTED by 1ST PARAGON CONSTRUCTION, INC. on this 31<sup>st</sup> day of March, 1986.

1ST PARAGON CONSTRUCTION, INC.

ATTEST:

Charles Bimbela

BY:

PAT D. COOPER, President

APPROVED BY MORTGAGEE:

HEART O' TEXAS SAVINGS ASSOCIATION

BY:

James F. Farley, Executive Vice President

STATE OF TEXAS §  
COUNTY OF Tom Green §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of April, 1986, by PAT D. COOPER, PRESIDENT of 1ST PARAGON CONSTRUCTION, INC., a Texas corporation, on behalf of said corporation.

Kathy L. Smith Timney  
Notary Public in and for the State of Texas  
Printed Name: Kathy L. Smith Timney  
My commission expires: 05/10/88

STATE OF TEXAS §  
COUNTY OF San Saba §

This instrument was acknowledged before me on the 15th day of April, 1986, by James F. Farley, Executive Vice President of HEART O' TEXAS SAVINGS ASSOCIATION, a Texas corporation, on behalf of said corporation.

Clovia Ketchum  
Notary Public in and for the State of Texas  
Printed Name: Clovia Ketchum  
My commission expires: 9-30-88

AFTER RECORDING RETURN TO:  
Chalon Jones  
P. O. Drawer CR  
College Station, Texas 77841

PREPARED IN THE LAW OFFICE OF:  
Chalon Jones  
P. O. Drawer CR  
College Station, Texas 77841

Filed 21<sup>st</sup> Day of April AD 1986  
PATRICIA DYE at 2:07  
Clerk County Court, New County, Texas  
by Tommy G. Houston Deputy

AMWEST SAVINGS ASSOCIATION	§	OAK HOLLOW ESTATES, SECTION
	§	ONE, AN ADDITION TO THE CITY
TO	§	OF KERRVILLE, KERR COUNTY,
	§	TEXAS, PLAT RECORDED IN VOLUME
	§	5, ON PAGE 179, PLAT RECORDS
THE PUBLIC	§	OF KERR COUNTY, TEXAS.

AMENDED RESTRICTIONS

THE STATE OF TEXAS §  
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

THAT, AmWest Savings Association, and the undersigned Homeowners, (being the successor owners in interest, having succeeded to the prior ownership of First Paragon Construction, Inc.) being the owners (herein "current owners", and the word "owners" wherever referred to hereafter shall in fact refer to the "current owners") of all the following described property being a part of a 37.65 acre tract of land in the JOHN A. SOUTHMAYD SURVEY, Abstract No. 148 and Abstract No. 288, and being more particularly described as follows:

All of Lots 3 through 5, Block 1; Lots 1 through 6, Block 2; Lots 1 through 6, Block 3; Lots 1 through 6, Block 4; Lots 1 through 8, Block 5; Lots 1, 2, 3, 12, 13 and 14, Block 6; and Lots 1 through 7, Block 7 of OAK HOLLOW ESTATES, SECTION ONE, an addition to the City of Kerrville, Texas according to plat thereof recorded in Volume 5, Page 179, of the Plat Records, Kerr County, Texas, being hereinafter collectively referred to as the "Property" or "lots" or sometimes individually referred to as a "lot".

AND WHEREAS, previously the prior Owners of the lots recorded restrictions dated March 31, 1986 pertaining to said lots in Volume 371 at Page 236 of the Real Property Records of Kerr County, Texas (herein "the original restrictions";

AND WHEREAS, such original restrictions provided in the last paragraph of Section 2 thereof that "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".

AND WHEREAS, current Owners in fact now own more than 3/4th's of the lots and desire to amend the original restrictions;

NOW THEREFORE, accordingly the current Owners do hereby amend the original restrictions in their entirety and substitute in lieu thereof the following restrictions, reservations, covenants and easements, which replace in their entirety all prior restrictions applicable to the lots, to apply uniformly to occupancy, use and conveyance, of all such property described as OAK HOLLOW ESTATES, SECTION ONE, 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. 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 heights, excluding split level homes.

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, and as to location with respect to topography and finish grade elevation. A letter of approval from Architectural Control must be received before forms are set on the lot to begin construction. If any member of the Architectural Control Committee will be absent or otherwise unavailable for two weeks or more, two signatures for approval may be accepted.

The Architectural Control Committee is composed of three members whose names, address and phone numbers are listed below:

Ken Mitchell  
AmWest Savings Association  
5400 Valley View  
Dallas, Texas (214) 960-2711

Scott Ramsey  
AmWest Savings Association  
5400 VALLEY VIEW  
Dallas, Texas (214) 960-2811

Carroll Smith  
Carroll Smith Homes, Inc.  
2210 Bandera Highway  
Kerrville, Texas (512) 896-1596

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

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, and 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 be restricted to the following sizes:

#### Large Single Family

Lots 1 - 7, Block 7	1600 Sq.Ft. Minimum
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#### Medium Single Family

Lots 1, 2, 3, 12, 13 and 14, Block 6	
Lots 4, 5, 6, 7 and 8, Block 5	1400 Sq.Ft. Minimum

#### Small Single Family

Lots 3 through 5, Block 1	
Lots 1 through 3, Block 5	1075 Sq.Ft. Minimum

#### Duplexes

Lots 3, 4, and 5, Block 1	950 Sq.Ft. Minimum
Lots 1 through 6, Block 2	Per Duplex side
Lots 1 through 6, Block 3	
Lots 1 through 6, Block 4	

4. 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 record 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 (15') feet 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, or other masonry materials, 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. LOT SIZES:

The following are the minimum lot sizes for each type structure:

Large Single Family	72' x 125' Minimum (Irregular lot, 9000 Sq.Ft. Minimum)
Medium Single Family	62' x 100' Minimum
Duplexes	65' x 125' Minimum with Alley
Small Single Family	62' x 100' Minimum

7. 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.

8. REPETITION OF FLOOR PLANS:

The following restrictions shall govern the use of identical floor plans for each type lot by each builder.

Large	No more than three
Medium	No more than Four
Small	No more than Six
Duplex	Approval by the Architectural Control Committee

9. BUILDING ELEVATIONS:

No two identical elevations shall be used on adjacent lots. Additionally, each color combination of shingles and brick elevation can be used every third building. Where possible, building lines shall be staggered so as not to permit a common sight line from the side elevations. Small single family homes are excluded.

10. PARKING:

All parking areas must be a minimum of 9'-0" wide.

11. GARAGES AND FENCES:

Carports are not permitted. All garage doors shall either be panel type or embossed or with windows in the door. All fences throughout the subdivision shall extend to property lines, or easement lines, provided, however, (i) all such fences shall be approved by the Architectural Control Committee prior to their construction, and (ii) any property serviced by an alley shall extend its fence to the alley line.

12. 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.

All Owners of Duplex lots are required to provide exterior lawn maintenance to the lawns and not let yard maintenance be the responsibility of any tenant who might be living in a Duplex. All Duplex lot owners agree to coordinate the lawn maintenance of all Duplex lots to provide a well kept and attractive appearance of all the Duplex lots.

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 or occupant, as the case may be, agrees by the purchase or occupancy 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. 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.

14. LANDSCAPING:

Sodded, seed or other surface approved by Architectural Control.

15. 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.

16. SIGNS:

No sign of any kind shall be displayed to public view on any lot except one sign not more than twenty (20) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

17. 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 twelve (12) months from the date construction is begun. The beginning of the twelve (12) month period shall be after the slab or other foundation is poured or established.

18. 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 walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derricks or other structure to be used in boring for oil or natural gas wells shall be erected, constructed, placed or permitted upon any lot.

19. 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.

20. 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.

21. 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.

22. INDEMNIFICATION:

Each builder shall indemnify and hold harmless AMWEST SAVINGS ASSOCIATION against any and all third-party liability claims and shall defend, at his or its expense, all such claims which may arise.



23. 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.

24. 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.

EXECUTED by AMWEST SAVINGS ASSOCIATION and the undersigned Homeowners, effective on this 1st day of June, 1990.

ATTEST:

AMWEST SAVINGS ASSOCIATION

BY: Henry L. Mierman

HOMEOWNERS:

Charles A. Lyche  
CHARLES LYCHE

Patrick A. Kneese  
Patrick A. Kneese

Billie Davis  
Billie Davis

John S. Davis  
John S. Davis

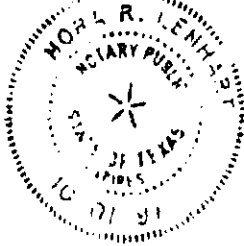
Mary E. Lyche  
Mary E. Lyche

Orilla K. Kneese

THE STATE OF TEXAS S

COUNTY OF DALLAS S

This instrument was acknowledged before me this 17<sup>th</sup> day of June, 1990 by Kenneth R. Mitchell, as vice-president of WEST SAVINGS ASSOCIATION.



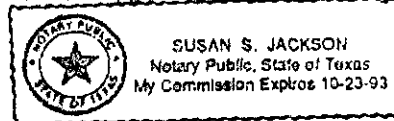
MORA R. LANKART  
Notary Public, State of Texas  
My Commission expires: 10-01-91  
MORA R. LANKART  
(Print or Type Name of Notary)

THE STATE OF TEXAS S

COUNTY OF KERR S

This instrument was acknowledged before me this 20<sup>th</sup> day of June, 1990 by Charles Lyche.

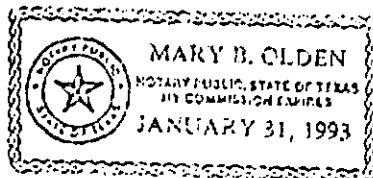
Susan S. Jackson  
Notary Public, State of Texas  
My Commission expires: 10-23-93  
SUSAN S. JACKSON  
(Print or Type Name of Notary)



THE STATE OF TEXAS S

COUNTY OF Kerr S

This instrument was acknowledged before me this 25<sup>th</sup> day of June, 1990 by PATRICK A. KUESS.

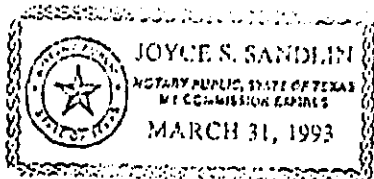


Mary B. Olden  
Notary Public, State of Texas  
My Commission expires: \_\_\_\_\_  
(Print or Type Name of Notary)

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 28th day of  
June, 1990 by BILLIE DAVIS.

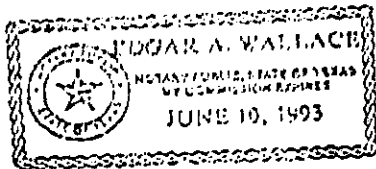


Joyce S. Sandlin  
 Notary Public, State of Texas  
 My Commission expires: \_\_\_\_\_  
 (Print or Type Name of Notary)

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 29<sup>th</sup> day of  
June, 1990 by JOHN S. DAVIS.

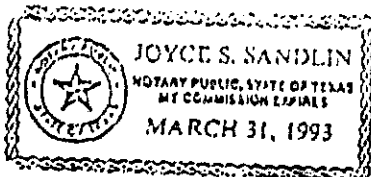


Edgar A. Wallace  
 Notary Public, State of Texas  
 My Commission expires: \_\_\_\_\_  
 (Print or Type Name of Notary)

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 29th day of  
June, 1990 by MARY E. LYCHE.

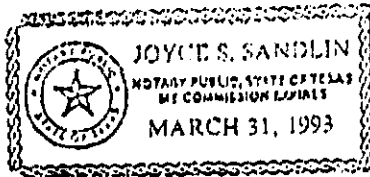


Joyce S. Sandlin  
 Notary Public, State of Texas  
 My Commission expires: \_\_\_\_\_  
 (Print or Type Name of Notary)

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 29th day of June, 1990 by LINDA K. KNEESE.



Joyce S. Sandlin  
Notary Public, State of Texas  
My Commission expires: \_\_\_\_\_  
(Print or Type Name of Notary)

AFTER RECORDING, RETURN TO  
AMWEST SAVINGS ASSOCIATION  
ATTN: ASSET MANAGER  
5400 VALLEY VIEW DRIVE  
DALLAS, TEXAS

FIDELITY ABSTRACT AND TITLE CO.  
PH 806-4311 Kerrville, Texas

FILED FOR RECORD  
at 4:05 o'clock P.M.

JUL 9 1990

PATRICIA DYE  
County Clerk, Kerr County, Texas  
Patricia Dye

RECORDED IN Real Property  
FILE DATE: July 9 1990  
FILE TIME: 4:05 o'clock P.M.  
VOL. 555 PAGE 655  
RECORDING DATE

JUL 9 1990



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY  
BY Patricia Dye  
Deputy

Any 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 date and at the time stamped herein by me and was only RECORDED in the Official Public records of Real Property of Kerr County, Texas on

JUL 9 1990



Patricia Dye  
COUNTY CLERK, KERR COUNTY, TEXAS

**FIRST AMENDMENT TO  
AMENDED RESTRICTIONS  
OAK HOLLOW ESTATES SECTION ONE**

THE STATE OF TEXAS

§

COUNTY OF KERR

§

§

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDMENT TO AMENDED RESTRICTIONS FOR OAK HOLLOW ESTATES SECTION ONE ("the Subdivision") is made on the date hereinafter set forth by the undersigned, being the record title owners of three-fourths (3/4ths) or more of the lots located within said Oak Hollow Estates Section One Subdivision, Kerr County, Texas, as follows:

WITNESSETH:

WHEREAS, that one certain instrument entitled Amended Restrictions ("Prior Declaration") was heretofore recorded in Volume 555, Page 645 of the Real Property Records of Kerr County, Texas, which Prior Declaration established certain covenants, conditions, and restrictions (and superseded and replaced prior covenants, conditions and restrictions) for the lots within the subdivision in Kerr County, Texas commonly known as Oak Hollow Estates, Section One, and which lots ("Lots") are more particularly described therein and as follows:

Lots 3-5, Block 1; Lots 1-6, Block 2; Lots 1-6, Block 3; Lots 1-6, Block 4; Lots 1-6, Block 5; Lots 1-3 and Lots 12-14, Block 6; and Lots 1-7, Block 7; OAK HOLLOW ESTATES, SECTION ONE, an addition in Kerr County, Texas according to plat thereof recorded in Volume 5, Page 179, Plat records of Kerr County, Texas;

WHEREAS, Section 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 3/4 or more of said Lots;

WHEREAS, the Undersigned desire to amend the Prior Declaration to change the membership of the Architectural Control Committee created therein and to permit the construction of single family residential units in lieu of the duplexes originally contemplated and, in connection therewith, to amend the required lot size as necessary to accommodate a revised development and building plan;

NOW THEREFORE, the undersigned, as owner of more than three-fourths of the Lots as defined in the Prior Declaration, in accordance with the provisions of Section 2 of the Prior Declaration, hereby execute and record this First Amendment to Amended Restrictions for the purposes aforesaid of amending the Prior Declaration as follows, to wit:

**AMENDMENT 1:** Paragraph two, Section 2 of the Prior Declaration reflecting the membership of the Architectural Control Committee for the Subdivision is hereby amended to read as follows:

"The Architectural Control Committee is composed of three members whose names, addresses and phone and/or telecopy numbers are listed below:

1. Mr. John Martin  
P. O. Box 298  
Ojai, California 93024  
Fax. (805) 649-2645
2. Mr. Kenneth Creal  
23306 Date Avenue  
Torrance, California 90505  
Fax. (310) 787-1104
3. Mr. Thomas W. Lipe  
1400 Sidney Baker  
Kernville, Texas 78028

The remaining terms of said Section 2 of the Prior Declaration are not hereby amended and shall continue in effect.

**AMENDMENT 2:** Section 3 of the Prior Declaration regarding minimum sizes of dwellings is hereby amended to read as follows:

3. SIZE OF DWELLING

The floor area of the main residential structures, exclusive of open porches, screened porches, steps and garages, shall be restricted to the following minimum sizes:

Large Single Family

Lots 1-7, Block 7	1,600 square feet
-------------------	-------------------

Medium Single Family

Lots 1-3, and Lots 12-14, Block 6	
Lots 4-8, Block 5	1,400 square feet
Lots 1-3, Block 5	1,400 square feet

Small Single Family

Lots 3-5, Block 1	1,075 square feet
-------------------	-------------------

Duplexes or Small Single Family

Lots 3-5, Block 1	1,075 square feet
Lots 1-6, Block 2	for single family and
Lots 1-6, Block 3	950 square feet per
Lots 1-6, Block 4	unit for duplexes

**AMENDMENT 3:** Section 6 of the Prior Declaration regarding minimum Lot sizes is hereby amended to read as follows:

6. LOT SIZES.

The following are the minimum Lot sizes for each type of dwelling:

Large Single Family	9,000 square feet
Medium Single Family	6,200 square feet
Duplexes	8,125 square feet with alley
Small Single Family	6,200 square feet

All defined terms used herein shall have the same meaning as prescribed in the Prior Declaration. Except as above specifically amended, the remainder of the Prior Declaration shall continue in full force and effect.

EXECUTED effective the 15<sup>th</sup> day of August, 1996.

RIVER COUNTRY DEVELOPMENT, L.C.

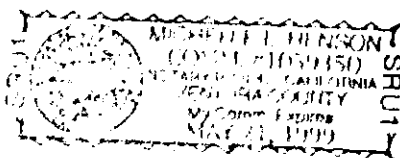
By: Kenneth L. Creal  
Its General Manager

STATE OF CALIFORNIA

COUNTY OF VENTURA

On August 15, 1996 before me, Michelle L. Henson, Notary Public 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.



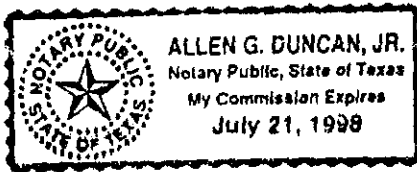
Michelle L. Henson  
Notary Public, State of CALIFORNIA

Lot 4, Block 3Lucille M. Duff, Trustee

STATE OF TEXAS

COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 29<sup>th</sup> day of August, 1996, by LUCILLE M. DUFF, TRUSTEE.



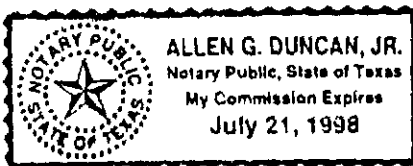
Allen G. Duncan, Jr.  
Notary Public, State of Texas

Lot 5, Block 3Lucille M. Duff, Trustee

STATE OF TEXAS

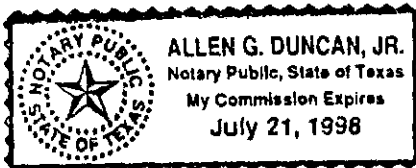
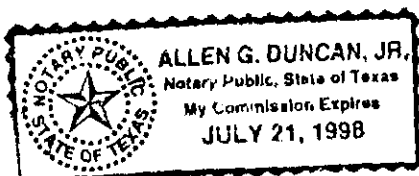
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 29<sup>th</sup> day of August, 1996, by LUCILLE M. DUFF, TRUSTEE.



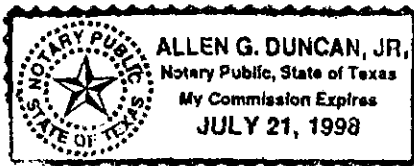
Allen G. Duncan, Jr.  
Notary Public, State of Texas



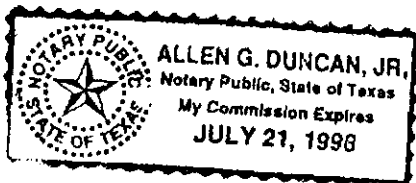
Lot 6, Block 3Lucille M. Duff, TrusteeSTATE OF TEXAS  
COUNTY OF KERRThe foregoing instrument was acknowledged before me on the 29<sup>th</sup> day of August, 1996, by LUCILLE M. DUFF, TRUSTEE.Allen G. Duncan, Jr.  
Notary Public, State of TexasLot 3, Block 6Douglas Graham, Jr.STATE OF TEXAS  
COUNTY OF KERRThe foregoing instrument was acknowledged before me on the 10<sup>th</sup> day of OCTOBER, 1996, by DOUGLAS GRAHAM, JR.Allen G. Duncan, Jr.  
Notary Public, State of Texas

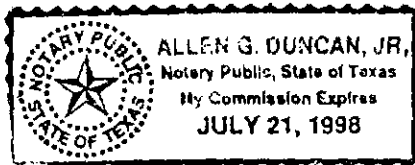
Lot 7, Block 5Charles A. Lyche

STATE OF TEXAS

COUNTY OF KERRThe foregoing instrument was acknowledged before me on the 10<sup>th</sup> day of October, 1996, by CHARLES A. LYCHE.
Allen G. Duncan, Jr.  
 Notary Public, State of Texas
Lot 5, Block 4
JOHN F. LYCHE  
By: Charles A. Lyche

STATE OF TEXAS

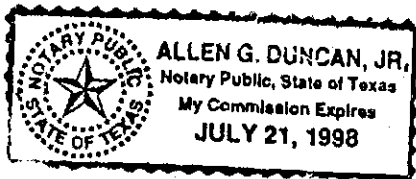
COUNTY OF KerrThe foregoing instrument was acknowledged before me on the 10<sup>th</sup> day of October, 1996, by CHARLES A. LYCHE.
Allen G. Duncan, Jr.  
 Notary Public, State of Texas

Lot 6, Block 4JOHN F. LYCHEBY Charles A. Lyche

STATE OF TEXAS

COUNTY OF Kerr

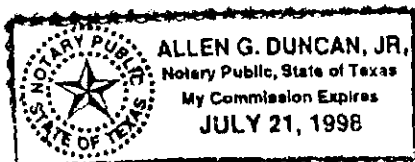
The foregoing instrument was acknowledged before me on the 10<sup>th</sup> day of October, 1996, by CHARLES A. LYCHE.


Allen G. Duncan, Jr.  
 Notary Public, State of Texas
Lot 4, Block 7
Carl A. Koehl  
 \_\_\_\_\_

STATE OF TEXAS

COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 11<sup>th</sup> day of OCTOBER, 1996, by CARL A. KOEHL.


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

Lot 1-3, Block 4

John D. Davis  
Bella R. Davis

STATE OF TEXAS

COUNTY OF Kerr

The foregoing instrument was acknowledged before me on the 14th day of September, 1996, by John D. Davis & Bella R. Davis



Stephanie D. Palmire  
Notary Public, State of Texas

Lot \_\_\_\_\_, Block \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

Lots 1-6 Block 2  
 Lots 1-3 Block 3  
 Lots 1, 2, 3, 5, and 6 Block 5  
 Lots 1, 12, 13, and 14 Block 6  
 Lots 1, 5, 6, and 7 Block 7

  
 RIVER COUNTRY DEVELOPMENT, L. C.  
 by: KENNETH L. CREAL  
 Its General Manager

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 12-3 1996 before me, Charlotte C Adams Notary Public  
 personally appeared Kenneth L Creal personally known  
 to me (or proved to me on the basis of satisfactory evidence) 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



  
 Notary Public, State of California

AFTER RECORDING, RETURN TO  
 RIVER COUNTRY DEVELOPMENT, L. C.  
 23505 CRENSHAW BLVD. SUITE 190  
 TORRANCE, CA 90505

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

FILED FOR RECORD 19  
 at 4:30 o'clock P M 5

DEC 07 1996

PATRICIA DYE  
 Clerk County Court, Kerr County, Texas  
 Deputy

Provisions herein which restrict the sale, rental or use of the described property  
 hereunder of order or note 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 Sixteen 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

DEC 10 1996



*Patricia Dye*  
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property  
 VOL. 879 p. 111

RECORDING DATE

DEC 10 1996



*Patricia Dye*  
 COUNTY CLERK, KERR COUNTY

RECORDER'S NOTE  
 AT TIME OF RECORDATION INSTRUMENT FOUND  
 TO BE INADEQUATE FOR BEST PHOTOGRAPHIC  
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8095

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 all 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 27<sup>th</sup> day of October, 1992.

RIVER COUNTRY DEVELOPMENT, L.C.

By: Kenneth L. Creal

KENNETH L. CREAL

**RECORDER'S NOTE**

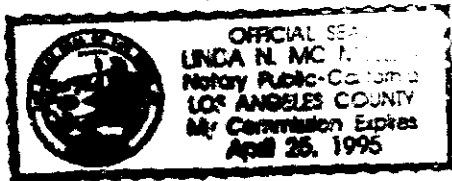
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APPROVED BY MORTGAGEE:

By: \_\_\_\_\_

California  
STATE OF ~~TEXAS~~  
Los Angeles  
COUNTY OF ~~KERR~~

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



Linda N. McMillan  
Notary Public, State of ~~Texas~~  
California

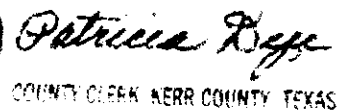
STATE OF TEXAS

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





TRACT I:

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. 56' 00" E. 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. 6, in Block 5, of said Oak Hollow Estates Section One;

**THENCE**, along the southwest line of said Lot No. 6, 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. 90.12 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 northwest 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. 12.12 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.

**SUPPLEMENTAL**

**DECLARATION OF COVENANTS, CONDITIONS**

**AND RESTRICTIONS**

**FOR CERTAIN LOTS IN**

**OAK HOLLOW ESTATES, SECTION ONE**

**AND ANNEXATION TO**

**OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION**

(Supplementing Prior Declaration For the Following Lots Only:  
Lots 1-6, Block 5; Lots 1 and 12-14, Block 6; and Lots 1-3 and 5-7, Block 7)

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

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS is made on the date hereinafter set forth by River Country Development, L.C. ("Declarant"), a Texas limited liability company, and joined in Oak Hollow Estates Homeowners Association for the purposes herein set forth as follows:

WITNESSETH

WHEREAS, Oak Hollow Estates Section One, Kerr County, Texas ("the Subdivision") was heretofore impressed with certain covenants, conditions and restrictions as contained in instruments recorded in Volume 371, Page 236 and Volume 555, Page 645 of the Real Property Records of Kerr County, Texas ("Prior Declarations");

WHEREAS, Oak Hollow Estates Homeowners Association ("the Association") is a Texas non-profit corporation composed of owners of Lots within Oak Hollow Estates Section Two, Kerr County, Texas and the Association has the power to annex lots within the Subdivision to its jurisdiction and membership but requires that such lots have

restrictive covenants which conform to the general scheme recorded for Oak Hollow Estates Section Two;

WHEREAS, Declarant and the following individuals own the following described Lots ("the Lots") within the Subdivision:

Lots owned by the Declarant:

Lots 1, 2, 3, and 6, Block 5; Lots 1 and 12-14, inclusive, Block 6; and Lot 1, and 5-7, inclusive, Block 7; OAK HOLLOW ESTATES SECTION ONE, Kerr County, Texas, according to plat thereof recorded in Volume 5, Page 179 of the Deed and Plat Records of Kerr County, Texas;

Lot owned by Kent and Beverly Bond: Lot 3, Block 7 OAK HOLLOW ESTATES SECTION ONE, Kerr County, Texas, according to plat thereof recorded in Volume 5, Page 179 of the Deed and Plat Records of Kerr County, Texas;

Lot owned by Rueben and Bertha Lopez: Lot 2, Block 7 OAK HOLLOW ESTATES SECTION ONE, Kerr County, Texas, according to plat thereof recorded in Volume 5, Page 179 of the Deed and Plat Records of Kerr County, Texas;

Lot owned by Paul and Susan Gilpin: Lot 4, Block 5 OAK HOLLOW ESTATES SECTION ONE, Kerr County, Texas, according to plat thereof recorded in Volume 5, Page 179 of the Deed and Plat Records of Kerr County, Texas;

Lot owned by William and Suzanne Breit: Lot 5, Block 5 OAK HOLLOW ESTATES SECTION ONE, Kerr County, Texas, according to plat thereof recorded in Volume 5, Page 179 of the Deed and Plat Records of Kerr County, Texas;

WHEREAS, Declarant and the individuals named herein desire to add such supplemental restrictions, covenants and conditions to the Lots as may be necessary to cause the recorded restrictions for the Lots to be consistent with those in Oak Hollow Estates Section Two and to induce the Association to annex the Lots to the jurisdiction and membership of the Association so that the present and future owners of the Lots will be members of the Association and will have access to the common areas and facilities (including swimming pool) of the Association;

WHEREAS, Oak Hollow Estates Homeowners Association has approved this instrument and agreed to annex the Lots as aforesaid, and has joined in this instrument for the limited purpose of exercising such powers of annexation as to the Lots;

NOW, THEREFORE, Declarant, and the individual owners hereinabove named, as owner of the Lots, declares that the above described property constituting the Lots shall hereafter be held, transferred, sold conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereafter 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 Supplemental Declaration shall amend and supplement the Prior Declarations with respect to the Lots, 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 Lots in OAK HOLLOW ESTATES, SECTION ONE being Lots 1, 2, 3, 4, 5, and 6 of Block 5; Lots 1,

12, 13, and 14, of Block 6, Lots 1, 2, 3, 5, 6, and 7 of Block 7, and additions thereto as may become subject to this Declaration or any Amended or Supplemental Declaration;

(c) "Lot" shall mean and refer to the above designated individual plots of land within OAK HOLLOW ESTATES SECTION ONE, which constitute the Property and such other lots as are subject to the Association's liens

(d) "Subdivision Plat" shall mean and refer to the map or plat of OAK HOLLOW ESTATES SECTION ONE, filed for record in Volume 5, Page 179, of the 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 determined 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.

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, except for Lots 1, 2, 3, 5, 6, and 7 of Block 7, which shall contain at least 1,600 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, except Lots on Nora Drive shall face Nora 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 three Lots. Each residence with identical roofing material shall be separated by at least one Lot. 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 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 these DECLARATIONS 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 invitees 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 Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Oak Hollow Estates Section TWO, 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, Lots 1,2,3 and 6  
Block 6, Lots 1, 12, 13 and 14  
Block 7, Lots 1, 5, 6 and 7

DECLARANT

RIVER COUNTRY DEVELOPMENT, L. C.

By: *Kenneth L. Crowl*  
General Manager

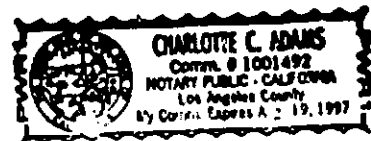
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On June 30, 1996 before me, Charlotte C Adams Notary Public personally appeared Kenneth L. Crowl 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.

*Charlotte C Adams*  
Notary Public, State of CALIFORNIA



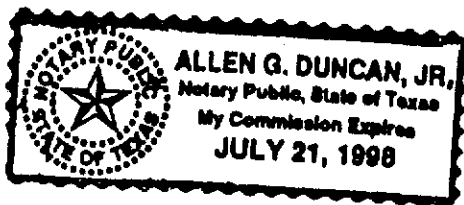
## OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION

Chris Udell  
Chris Udell, President

THE STATE OF TEXAS

COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of April, 1997, by Chris Udell, President of Oak Hollow Homeowners Association, a Texas corporation, on behalf of said corporation.



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

## HOMEOWNERS:

Lot 3 Block 7

By: Kent Bond  
Kent Bond

By: Beverly C. Bond  
Beverly Bond

Lot 2 Block 7

By: Rueben Lopez  
Rueben Lopez

By: Bertha Lopez  
Bertha Lopez

Lot 4 Block 5

By: Paul B. Gilpin  
Paul B. Gilpin

By: Susan Gilpin  
Susan Gilpin

Lot 5 Block 5

By: William Breit  
William Breit

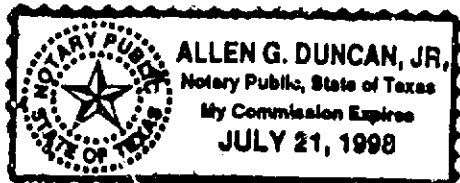
By: Suzanne Breit  
Suzanne Breit

THE STATE OF TEXAS

COUNTY OF KERR

Before me, a notary public, on this day personally appeared KENT BOND  
AND BEVERLY BOND known to me to be the person(s) whose name is  
subscribed to the foregoing document and, being by me first duly sworn, declared that the  
statements contained therein are true and correct.

Given under my hand and seal this 8 day of APRIL, 1997.



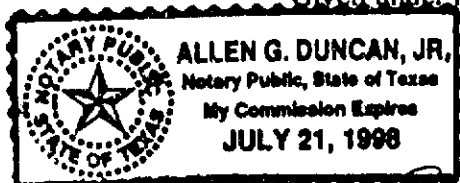
Allen G. Duncan, Jr.  
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF KERR

Before me, a notary public, on this day personally appeared RUBEN AND  
BERTHA LOPEZ known to me to be the person(s) whose name is  
subscribed to the foregoing document and, being by me first duly sworn, declared that the  
statements contained therein are true and correct.

Given under my hand and seal this 7 day of AUGUST, 1997.



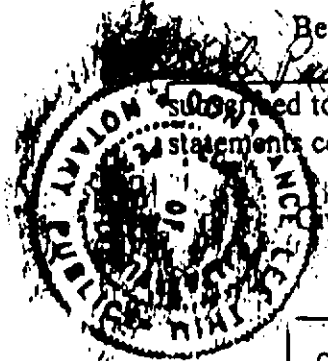
Allen G. Duncan, Jr.  
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF ~~KERR~~ Montgomery

Before me, a notary public, on this day personally appeared Susan W. Elpin  
Paul G. Elpin only known to me to be the person(s) whose name is  
subscribed to the foregoing document and, being by me first duly sworn, declared that the  
statements contained therein are true and correct.

Given under my hand and seal this 20<sup>th</sup> day of Aug, 1997.



Notarial Seal  
Constance Lee Thim, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires Feb. 6, 2000

Member, Pennsylvania Association of Notaries

Constance Lee Thim  
Notary Public, State of Texas

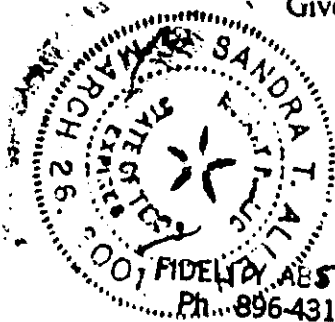
## THE STATE OF TEXAS

COUNTY OF ~~KERR~~ TARRANT

Before me, a notary public, on this day personally appeared William Britt  
and Suzanne Britt known to me to be the person(s) whose name is  
 subscribed to the foregoing document and, being by me first duly sworn, declared that the  
 statements contained therein are true and correct.

Given under my hand and seal this 9<sup>th</sup> day of September 1999.

Sandra J. Allen  
 Notary Public, State of Texas



WHEN RECORDED RETURN TO:

OAK HOLLOW HOMEOWNERS ASSOCIATION  
 658 OAK HOLLOW DRIVE  
 KERRVILLE, TEXAS 78028

Filed 15 Day of Sept AD 1999 TIME 4:28 PM  
 PATRICIA DYE  
 Clerk County Court, Kerr County, Texas  
Patricia Dye Deputy

RECORD Real Property  
 VOL 917 PG 2  
 RECORDING DATE

SEP 19 1997



Patricia Dye  
 COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described prop-  
 erty 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 Pay 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 in Kerr County, Texas on

SEP 19 1997



Patricia Dye  
 COUNTY CLERK, KERR COUNTY, TEXAS

**RECORDER'S NOTE**  
 AT TIME OF RECORDATION INSTRUMENT FOUND  
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 PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.



**AMENDMENT OF SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CERTAIN LOTS IN OAK HOLLOW  
ESTATES SECTION ONE, SUBDIVISION OF KERR COUNTY, TEXAS**

The SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CERTAIN LOTS IN OAK HOLLOW ESTATES, SECTION ONE, a SUBDIVISION OF KERR COUNTY, TEXAS ("Supplemental Declaration") is of record in Volume 917, Page 002 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. Lot 5, Block 7 ("Additional Property") of Oak Hollow Estates Section One, as described in the plat of same of record in Volume 5, Page 179 of the Plat Records of Kerr County, Texas is hereby encumbered by the Supplemental Declaration as hereby amended, and hereafter included within the definition of term "Property" or "Properties" or "Lot" as defined in the Supplemental Declaration.

2. 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 1/3) votes.

3. 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 1/3) Lots for assessment purposes.

4. The first sentence of Paragraph H of Article VI of the Supplemental Declaration is

**“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.”**

The Oak Hollow Estates Homeowners Association has approved this instrument and agreed to annex the Additional Property, and has joined in this instrument for the limited purpose of exercising such powers of annexation.

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

1. Linda Rae White Block 5 Lot 5  
Elder Edward

2. Lytle R Menard Block 5, Lot 1  
Lyrlene J. Meckam

3. John S. Mechem Block 5, Lot 4  
BEVERLY A. BOND

4. Just Wilson Block 7, Lot 1  
RUBEN LOPEZ  
5. BERTHA O. LOPEZ Block 7, Lot 1

6. \_\_\_\_\_

Donald Wayne White  
Linda Rae White  
Edna M. White

Betty R. Menard  
L. Thompson & Sons

Golden A. Weckman  
Suzely A. Bond

Robert W. Reed  
Renee Lopez  
Bertie O. Lopez

OakHollow110102Amend

<u>Name of Lot Owner(s)</u>	<u>Lot or Lots Owned</u>	<u>Signature(s)</u>
20. _____	_____	_____
21. _____	_____	_____
22. _____	_____	_____
23. _____	_____	_____
24. _____	_____	_____
25. _____	_____	_____
26. _____	_____	_____
27. _____	_____	_____
28. _____	_____	_____
29. _____	_____	_____
30. _____	_____	_____

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 filed

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 8<sup>th</sup> day of January, 2003 by Linda Rae White & Gerald Wayne White.



Chris Ramirez  
Notary Public, State of Texas  
Printed name: CHRIS RAMIREZ  
My commission expires: 6-3-06

## ACKNOWLEDGMENT

State of Texas  
County of Kerr

§  
§

This Instrument Was Acknowledged Before Me on this the 10<sup>th</sup> day of January, 2003 by Linda R. White & Betty Milenard



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 11<sup>th</sup> day of January, 2003 by John S. Mechem & Lyrlene J. Mechem



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

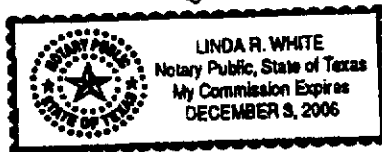
Acknowledgment

OakHollow110102Amend

**ACKNOWLEDGMENT**

State of Texas §  
County of Kerr §

This instrument Was Acknowledged Before Me on this the 12<sup>th</sup> day of January, 2003 by Beverly A. Bond  
Lent W. Bond Linda R. White

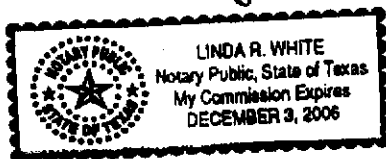


Notary Public, State of Texas  
Printed name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Texas §  
County of Kerr §

This instrument Was Acknowledged Before Me on this the 12<sup>th</sup> day of January, 2003 by Ruben Lopez  
Bertha O. Lopez 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: \_\_\_\_\_

OakHollow110102Amend

**AMENDMENT OF SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CERTAIN LOTS IN OAK HOLLOW  
ESTATES SECTION ONE, 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.

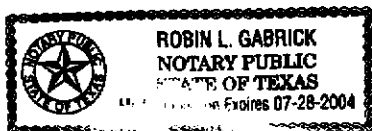
<u>Name of Lot Owner(s)</u>	<u>Lot or Lots Owned</u>	<u>Signature(s)</u>
1. <u>(BCI) Buck Buchanan</u> <u>Construction Inc.</u>	<u>Block 6, Lots 12, 13</u>	<u>Thomas W. Lyle, Pres.</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

**ACKNOWLEDGMENT**

State of Texas  
County of Kerr

§  
§

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



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

OakHollow110102Amend

**AMENDMENT OF SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CERTAIN LOTS IN OAK HOLLOW  
ESTATES SECTION ONE, SUBDIVISION OF KERR COUNTY, TEXAS**

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

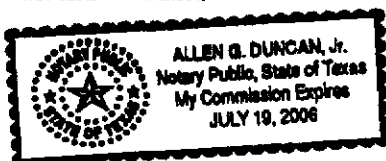
Executed and adopted by the undersigned Lot Owners as of the date of their respective acknowledgments, but effective October 1, 2002.

<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 Lot 7</u>	<u>Kalman J. Nyitrai, MANAGER</u> <u>Beverly G. Nyitrai, SEC.</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

**ACKNOWLEDGMENT**

State of Texas §  
County of Kerr §

This Instrument Was Acknowledged Before Me on this the 16<sup>th</sup> day of  
DECEMBER, 2002 by KALMAN J. + BEVERLY J. NYITRAI.



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

VOL. 1241 PAGE 0063

OakHollow110102Amend

**AMENDMENT OF SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CERTAIN LOTS IN OAK HOLLOW  
ESTATES SECTION ONE, 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.

Name of Lot Owner(s)Lot or Lots OwnedSignature(s)1. Thomas + Justin  
JacksonBlock 5 Lots 2+3,  
Block 7 Lots 5+6Thomas Jackson

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

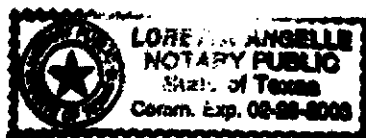
6. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**State of Texas  
County of Kerr§  
§

This instrument was Acknowledged Before Me on this the 15<sup>th</sup> day of  
December 2002 by Loretta Angelle



Loretta Angelle  
Notary Public, State of Texas  
Printed name: 02-28-03  
My commission expires:



**State of Texas**  
**County of Kerr**

22

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### 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. 56  
RECORDING DATE

JAN 14 2003



*Janet Pieper*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE  
AT TIME OF RECORDATION INSTRUMENT FOUND  
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC  
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF  
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF  
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

## MANAGEMENT CERTIFICATE

VOL. 1419 PAGE 0431

Name of subdivision: Oak Hollow Estates Section One and  
Oak Hollow Estates Section Two

Name of Association: Oak Hollow Estates Homeowners Association, Inc.  
Charter # 01449336-01

Recording Data for the Subdivision (All references are to the Real Property Records  
of Kerr County, Texas, unless otherwise noted):

Original plat (Section I) recorded on 10/23/85 in Volume 5, Page 179

Original plat (Section II) recorded on 11/13/92 in Volume 6, Page 118  
Description of plat in Vol 6, PG 118 for Oak Hollow Estates Section II:  
23.06 ACS of land out of John A. Southmayo  
Sur. No. 148, Abstract No. 288

Replat recorded on 4/1/98 in Volume 6, Page 361 (A replat of LTS 1 thru 3 BLK 3  
into LTS 7,8,9,10 in BLK 3. Also, replat LTS 1 thru 6 BLK 2 into LTS  
7,8,9,10,11,12,13, and 14 BLK 2.)

Replat recorded on 10/15/2002 in Volume 7, Page 184 (A replat of LTS 12 and 13  
BLK 6 Section I and LTS 10 and 11 of BLK 6 Section II into LTS 10A, 11A, and  
12A BLK 6. Also, replat LTS 28, 29, and 30 of BLK 6 Section II into LTS 28A and  
30A BLK 6 Section II.)

Recording Data for the Declaration:

Original Restrictions recorded on 4/21/86, Volume 371, Page 236

Street Dedication Volume 629, Page 594

Amended Restrictions, Section I:

Amended Restrictions Recorded on 7/9/1990 in Volume 555, Page 645.

Amended Restrictions Recorded on 12/9/96 in Volume 879, Page 111.

Supplemental Declaration of Covenants, Conditions and Restrictions for Certain  
Lots in Oak Hollow Estates, Section One and Annexation to Oak Hollow Estates  
Homeowners Association (Supplementing Prior Declaration for the Following Lots  
Only: Lots 1-6, Block 5; Lots 1 and 12-14, Block 6; and Lots 1-3 and 5-7, Block 7).  
Recorded on 9/15/97 in Volume 917, Page 2.

57-5-5-1

Amendment of Supplemental Declaration of Covenants, Conditions, and Restrictions for Certain Lots in Oak Hollow Estates Section One, Recorded on 1/13/2003 in Volume 1241, Page 56.

Amended Restrictions, Section II:

Declarations of Covenants, Conditions and Restrictions Recorded on 11/5/92 in Volume 664, Page 170.

Amended Restrictions Recorded on 7/3/97 in Volume 907, Page 19.

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Oak Hollow Estates Section Two and Provisions for Oak Hollow Estates Homeowners Association (Superceding and Replacing Prior Declaration) Recorded on 7/2/97 in Volume 907, Page 372.

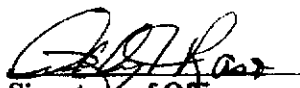
Amendment of Amended and Restated Declaration of Covenants, Conditions and Restrictions for Oak Hollow Estates Section Two, Recorded on 1/13/2003 in Volume 1241, Page 66.

Mailing Address for the Association:

Oak Hollow Estates  
Homeowners Association, Inc.  
658 Oak Hollow Dr.  
Kerrville, TX 78028

A true and correct copy of the Articles of Incorporation and the Bylaws of the Oak Hollow estates Homeowners Association, Inc. are attached hereto as Exhibits "A" and "B", respectively.

Executed this 7 day of MARCH, 2005



Signature of Officer

Acting President of Oak Hollow Homeowners Association

STATE OF TEXAS )

COUNTY OF KERR )

This instrument was acknowledged before me on March 7  
2005, by A. J. Raso

Linda R. White  
Notary Public, State of Texas

After Recording, Return to:

OHHA, Inc.  
658 Oak Hollow Drive  
Kerrville, Texas 78028



Filed by: Oak Hollow Homeowners Assoc.

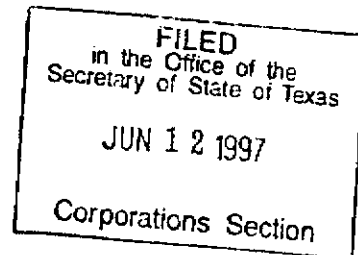
FILED FOR RECORD  
at 10:40 o'clock A.....M

MAR 07 2005

JANNETT PIEPER  
Clerk County Court, Kerr County, Texas  
Linda Hule Deputy

Exhibit "A"

VOL. 1419 PAGE 0434



ARTICLES OF INCORPORATION  
OF  
OAK HOLLOW ESTATES HOMEOWNERS  
ASSOCIATION

We, the undersigned, natural persons of the age of eighteen (18) years or more, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation;

ARTICLE ONE

The name of the corporation is OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION, hereinafter sometimes referred to as "corporation" or "Association".

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purposes for which this corporation is organized are: to maintain and administer the Common Facilities of OAK HOLLOW ESTATES SECTION TWO and the following lots within OAK HOLLOW ESTATES SECTION ONE being Lots 1, 2, 3, 4, 5, and 6 of Block 5; Lots 1, 12, 13, and 14, of Block 6; Lots 1, 2, 3, 5, 6, and 7 of Block

7, all of said Oak Hollow Estates Section Two and the designated Lots within Oak Hollow Estates Section One (said Lots being referred to hereinafter as "The Property"), Kerr County, Texas, according to the respective plats thereof filed for record in Volume 6, Page 118, and in Volume 5, Page 179, of the 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, and such additional lands as may be brought within the jurisdiction of the Association; to administer and enforce the covenants and restrictions for the Property and such additional lands; to collect and disburse the assessments and charges due the Association as set forth in the Declaration of Covenants and Restrictions for Lots within the Property, including any Amended or Supplemental Declarations thereto, and all such additional lands; and for such other lawful non-profit purposes as the Corporation may determine that are not inconsistent herewith and are permitted to be performed by a Texas non-profit corporation. The corporation shall be operated exclusively for such purposes, and no part of its net earnings shall inure to the benefit of any private individual or Member, no substantial part of its activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

The corporation shall have all powers allowed by the law of Texas to be exercised by non-profit corporations.

ARTICLE FIVE

The number of Directors constituting the initial Board of Directors of the corporation is five (5) and the names and addresses of the persons who are to serve as the initial Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Chris Udell	642 Oak Hollow Drive, Kerrville, Texas 78028
Mimi Witterman	629 Oak Hollow Drive, Kerrville, Texas 78028
Stan Kilgore	653 Oak Hollow Drive, Kerrville, Texas 78028
Bill Cafferty	638 Oak Hollow Drive, Kerrville, Texas 78028
Kenneth Creal	23505 Crenshaw Blvd. Suite 190, Torrance, CA 90505

The number of directors may be changed to not less than five, nor more than nine directors by amendment to the By-Laws of the Association. Each director shall serve a term of two years or until his successor has been elected and assumed office in accordance with the By-Laws of the Association.

ARTICLE SIX

The street address of the initial registered office of the corporation is 658 Oak Hollow Drive, Kerrville, TX 78028 and the name of its initial registered agent at such address is Chris Udell.



ARTICLE SEVEN

The name and street address of each incorporator is:

NAME	ADDRESS
Chris Udell	642 Oak Hollow Drive, Kerrville, TX 78028

ARTICLE EIGHT

The corporation is a non-profit corporation, without capital stock, organized solely for non-profit purposes, and no director, officer or employee of the corporation, nor any individual having a personal or private interest in the activities of the corporation, shall ever be lawfully entitled to receive any profit from the operations of the corporation, except reasonable compensation for services rendered in carrying out one or more of its stated purposes. The corporation shall not engage in, and none of its funds or property shall be devoted to, carrying on propaganda or otherwise attempting to influence legislation.

ARTICLE NINE

Every person or entity who is a record owner of a fee or undivided interest in any of the lots constituting the Property, and such additional lands, if any, as may become subject to the jurisdiction and assessment of 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 Association may issue certificates to its members to evidence their membership.

ARTICLE TEN

The Association shall have one class of membership. All members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article Nine. When more than one person is the owner of any Lot, all such persons shall be members, and the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE ELEVEN

The Association shall have the right to make and reasonably enforce rules regulating the use of the Common Facilities and access thereto, including, but not limited to, rules which provide for all or any of the following:

- A Reasonable regulations relating to the use of the Common Facilities, including safety regulation, and which may provide for suspension of use privileges for frequent violation and or during periods of non-payment of assessments;
- B Rules permitting the renting or use of the Common Facilities, to members or non-members, for special events on payment of such fees as the Association may establish; and
- C A schedule of fees for guests or non-members.

ARTICLE TWELVE


The Association shall be entitled to indemnify its officers, directors, and those acting on its behalf, including members of an Architectural Control Committee or other similar committee, to the fullest extent allowed by the Texas Non-Profit Corporation Act or other applicable law.

ARTICLE THIRTEEN

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the membership of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 10 day of

June, 1997.

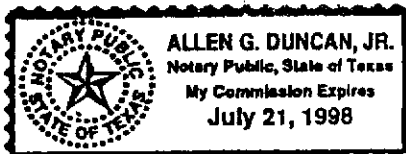
  
\_\_\_\_\_  
Christopher Udell

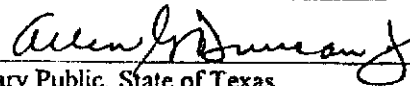
THE STATE OF TEXAS

COUNTY OF KERR

Before me, a notary public, on this day personally appeared CHRISTOPHER UDELL known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct.

Given under my hand and seal this 10 day of June, 1997.



  
\_\_\_\_\_  
Notary Public, State of Texas

# *By-Laws*

## BY-LAWS OF OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION, INC.

The name of the organization shall be **OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION**. The following definitions shall apply to these by-laws.

1. "**Association**" or "**OHHA**" shall mean and refer to OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION, a non-profit Association chartered under the laws of the State of Texas, its successors and assigns, as provided for herein and in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for OAK HOLLOW ESTATES, filed for record in the Real Property Records of Kerr County, Texas.

2. "**Properties**" shall mean and refer to that certain real property lying within OAK HOLLOW ESTATES SECTION TWO as depicted on the Subdivision Plat and the following Lots in OAK HOLLOW ESTATES SECTION ONE, being Lots 1, 2, 3, 4, 5, 6 and 7 of Block 5; Lots 1, 12a, and 14 of Block 6; and Lots 1, 2, 3, 5, 6 and 7 of Block 7, and additions thereto, as are or may become subject to the jurisdiction of the Association.

3. "**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. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: clubhouse, swimming pool, sport courts or equipment, and picnic facilities and equipment.

4. "**Lot**" shall mean and refer to any of the above stated separately numbered plots of land as shown on the Subdivision Plats.

5. "**Subdivision Plats**" shall mean and refer to the map or plat of OAK HOLLOW ESTATES SECTION TWO, filed for record in Volume 1241, page 66 and Volume 907, Page 19 of the Real Property Records of Kerr County, Texas, and of OAK HOLLOW ESTATES SECTION ONE, filed for record in Volume 1241, Page 56, and Volume 917, Page 2 of the Real Property Records of Kerr County, Texas.

6. "**Living Unit**" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

7. "**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 Properties,

including contract sellers, but excluding those having interest merely as security for the performance of an obligation

8. **"Member"** shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1, hereof.

9. **"Builder Member"** shall mean and refer to those Members approved by Declarant for construction of residences within the Properties and owning one or more Lots for the purpose of such construction and sale to others.

10. **"Board of Directors"** or **"Board"** shall mean and refer to the Board of Directors of the Association as set forth in Article IV hereof.

11. **"Secretary"** shall mean and refer to the Secretary of the Association as set forth in Article V, Sections 1 and 7, hereof.

12. **"Declarant"** shall mean and refer to River Country Development, L.C., a Texas Limited Liability Company, its successors and assigns.

## ARTICLE I

### OBJECT

1. The primary purpose of this non-profit Association is to maintain and administer the Common Facilities and to collect and disburse the assessments and charges on the Properties and such additions thereto as may be brought within the jurisdiction of the Association, subject to the provisions of any Declaration of Restrictive Covenants and Conditions, including amendments or supplements thereto, which may now exist or hereafter be placed on the Properties.

2. All present or future Owners, tenants, future tenants, or any other person that might use the Common Facilities in any manner, are subject to the regulations set forth in these by-laws. The mere acquisition or rental of any Lot or the mere act of occupancy of any Lot will signify that these by-laws are accepted, ratified, and will be complied with.

## ARTICLE II

### MEMBERSHIP, VOTING, QUORUM, PROXIES

1. **Membership.** Any person on becoming an Owner of a fee or undivided interest in any Lot shall automatically become a member of this Association and be subject to these by-laws, provided, however, that any person or entity holding an interest in any such Lot merely as security for the performance of an obligation, shall not be a Member. Such

membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Properties during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or other may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one membership card to the Owner(s) of a Lot. Such membership card shall be surrendered to the Secretary whenever ownership of the Lot designated thereon shall terminate.

2. 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.

3. Quorum. 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 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.

4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before vote is taken on any matter on which the proxy is to be exercised.

### ARTICLE III

#### ADMINISTRATION

1. Association Responsibilities. The Owners of the Lots will constitute the Association of Lot Owners, hereinafter referred to as "Association," who will have the responsibility of administering the Common Facilities through a Board of Directors.
2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Directors may determine.
3. Regular Meetings. There shall be at least two (2) regular general meetings of OHHA each fiscal year. In the first month of the fiscal year there shall be a meeting for installation of new officers and recognition of the past year's officers. In the eleventh month of the fiscal year there shall be a meeting for the nomination of candidates for office, in accordance with Article IV, Section 5 of these by-laws, to give the candidates a chance to meet and address the membership, and to approve a budget for the next fiscal year in accordance with Article VIII of these by-laws.
4. Notice of Meetings. Notice of all meetings shall be announced at least ten (10) days prior to each meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.
5. Adjourned Meeting. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called.
6. Order of Business. The order of business at all meetings of the Owners of Lots shall be as follows:
  - a. Roll call
  - b. Proof of notice of meeting or waiver of notice
  - c. Reading of minutes of preceding meeting
  - d. Reports of officers
  - e. Reports of committees
  - f. Election of managers
  - g. Unfinished business
  - h. New business

#### ARTICLE IV

##### BOARD OF DIRECTORS

1. Number and Qualifications. Subject to the provisions of Section 5 of this Article, the affairs of this Association shall be governed by a Board of Directors composed of from five (5) to nine (9) persons. The Board of Directors shall be initially composed of five (5) persons. The number of directors may be changed to not less than five, nor more than nine, by amendment to these by-laws on vote of the membership.

2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential development. The Board of Directors may do all such acts and things which the Association may do and which are not by these by-laws or by the Declaration of Restrictive Covenants and Conditions for OAK HOLLOW ESTATES directed to be exercised and done by the Owners.

3. Other Powers and Duties. The Board of Directors shall be empowered and shall have the duties as follows:

a. To administer and enforce the covenants, condition, restrictions, uses, limitations, obligations and all other provisions set forth in any declaration of covenants, conditions and restrictions applicable to the Properties or any part thereof.

b. To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Common Facilities, with the right to amend same from time to time, including such rules and regulations relating to traffic and parking as may be deemed necessary or convenient. A copy of such rules and regulations shall be delivered to, or mailed to, each Member promptly upon the adoption thereof.

c. To keep in good order, condition and repair all of the Common Facilities and all items of personal property of the Association used in the maintenance and enjoyment of the Properties.

d. To insure and keep insured all of the insurable Common Facilities in an amount equal to their maximum replacement value. Further, to obtain and maintain comprehensive liability insurance covering the entire premises. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and its Members and their first mortgagees. To obtain on behalf of the Association, insurance providing protection against all errors, omissions, or acts of Directors, Officers, employees and agents for which the Association might be held liable.

e. To determine, levy and collect annual assessments of Owners and the monthly prorated assessments to be paid by each of the Owners. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments shall be in an itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made. Additionally, the Association shall be empowered to charge reasonable admission and other fees for the use of the Common Facilities.

f. To levy and collect assessments allocated to Other Properties based on determinations in accordance with contractual agreements between the Association and



Owners of Other Properties for Other Properties' portion of maintenance and/or security costs of certain Common Facilities.

g. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided in these by-laws.

h. To prosecute all claims of the Association for damages or otherwise including the authority to contract for the services of attorneys and determine when and whether to file suit. Such power shall extend to all causes of action which the Association may have whether for damages at law or injunctive or other relief.

i. To protect and defend the entire premises from loss and damage by suit or otherwise.

j. To borrow funds for the purpose of constructing or improving the Common Facilities and in aid thereof to mortgage said properties and facilities, and to execute such instruments as necessary evidencing such indebtedness which shall be the several obligation of all of the Owners in the same proportion as their interest in the Properties may bear.

k. To take such steps as are reasonably necessary to protect the Common Facilities against foreclosure.

l. To suspend the enjoyment rights of any Owner for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association.

m. To enter into contracts within the scope of their duties and powers.

n. To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

o. To dedicate or transfer all or any part of the Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members, provided, however, the Board of Directors shall be empowered to accept donations of property to the Association on behalf of the Association which donations prohibit such dedications or transfers or are otherwise conditioned.

p. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners, and to cause to be prepared an annual financial statement of the Association

q. To approve all unbudgeted expenditures or contractual obligation over \$500.00.

r. To prepare and deliver annually to each Owner a statement showing all receipts, expenses or disbursement since the last such statement.

s. To meet at least annually.

t. To designate the personnel necessary for the maintenance and operation of the Common Facilities.

u. In general, to carry on the administration of this Association and to do all of those thing necessary and reasonable in order to carry out the communal aspect of subdivision ownership.

4. Managing Agent. The Association may employ a Managing Agent from time-to-time on such terms, and with such duties, as the Board shall determine.

5. Election and Term of Office. The affairs of OHHA shall be managed by a Board of Directors consisting or not less than five (5) members. The Board shall be elected from among the membership in accordance with Article II of these by-laws. Three Board members shall be elected in odd numbered calendar years. Two Board members shall be elected in even numbered years. Each elected Board member shall serve a term of two years. Each Board member appointed by the Declarant shall serve until replaced by the Declarant, or until the Board position is subject to election by the Owners in accordance with Article XXII.

In the tenth month of the fiscal year, the Board shall appoint a nominating committee. At the nominating meeting of OHHA, the nominating committee shall present its nominations for those Board positions due to expire, and additional nominations may be made from the floor. Ballots will be delivered to each Lot Owner within five (5) working days after the nominating meeting and must be returned no later than fourteen (14) days after distribution. The members of the nominating committee shall immediately tabulate the votes, and if a run-off is required, the ballots for the run-off shall be distributed within five (5) days after the fourteen (14) day period for the first-round voting has ended. Results of the election shall then be published in the next following OHHA newsletter and posted at the Clubhouse.

6. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so appointed shall be a Director until the expiration of the term for which he was appointed.

7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by vote of more than fifty percent (50%) of the eligible voters of the Association, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any member of

the Board may resign voluntarily at any time by providing the Board with written notice of intent to resign, acted upon at a duly convened Board meeting. Since only members of OHHA are eligible to be Board members, it follows that if a board member ceases to be a Lot Owner, he or she automatically becomes a non-Board member. A member may be removed from the Board for good and sufficient cause at a special board meeting called for that purpose and upon a majority vote of those Board members. A successor must be appointed by the Board then and there to serve out the unexpired term. A Board vacancy caused by any event other than by an action of OHHA shall be filled for the unexpired term by a candidate receiving the majority vote of the remaining members. If two (2) or more vacancies occur simultaneously, a special meeting of OHHA shall be called to select and vote for candidates to fill the unexpired terms.

8. Meetings. All meetings of the Board shall be open to any member of OHHA unless expressly closed for a specific reason. Chairpersons of standing committees are encouraged to attend board meeting in an ex-officio capacity. Regular meetings of the Board shall be held monthly in the Clubhouse or other location designated by the President. As far as possible, pending Board meetings shall be announced in each newsletter. Special meetings of the board may be called by the President on five (5) days notice to the board members, stating the time, place, date and purpose of the meeting. Special board meetings may be initiated by Board members upon written notice to the Secretary signed by at least two (2) Board members. The five (5) days advance notice period may be waived in cases of emergency. A quorum shall consist of fifty percent (50%) of the Board members for any Board meeting, and a majority vote of the Board members present shall determine the results of Board business transactions.

9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him at the time and place thereof. If all the Directors are present at any meeting of the Directors, no notice shall be required and any business may be transacted at such meeting.

10. Board of Directors' Quorum. A Director may vote by proxy and any person present at a meeting of the Directors holding such a valid proxy shall be considered to be a present Director. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such reconvention of an adjourned meeting, any business which might have been transacted at the meeting subject to the requirement of a quorum being present, as originally called, may be transacted without further notice.

11. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

**ARTICLE V**

**OFFICERS**

1. **Designation.** The officers of the Association shall be a President, a Vice-president, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint or hire such assistant secretaries or assistant treasurers as it deems necessary to conduct the business of the Association.
2. **Election of Officers.** Except as herein provided, Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board. No elected officer may serve more than two (2) consecutive terms in the same office.
3. **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.
4. **President.** The President shall be the presiding officer at all meetings of OHHA and of the board. The President shall:
  - a. Issue the call for all regular and special meetings of OHHA and of the board, in accordance with the provisions of Article III of these by-laws.
  - b. Appoint standing and Ad Hoc committees, each of which shall have a board officer to function as a liaison between the committees and the Board.
  - c. Work closely with the Treasurer and insure that deposits and disbursements are made in a timely manner.
  - d. Insure that the requirements set out in the Declaration of Covenants, Conditions and Restrictions; Articles of Association, these By-laws and the Rules and Regulations are complied with and that the board and committees of OHHA perform their duties with reasonable competence.
  - e. Prepare the annual operating budget and the Capital Improvement Plan and present same to OHHA at the eleventh month of the fiscal year general meeting of each year.
  - f. Countersign all checks and vouchers \$500.00 and over. If, for any reason, the President is unable to perform his/her duties, the vice-president next in line shall perform those duties, having the same authority as the President.
5. **Vice-president.** The Vice-president shall:
  - a. Work closely with the President and act in his absence.

b. Work closely with the optional on-site manager, or management service to insure that day-to-day matters are handled expeditiously.

c. Provide each new homeowner with a copy of the by-laws and indoctrinate said homeowners in the rules and regulations governing OHHA.

6. Treasurer. The Treasurer shall:

a. Deposit moneys promptly.

b. Make a monthly audit of the records of receipts and expenditures and maintain all bank accounts.

c. Sign all checks and vouchers (those \$500.00 and over are then countersigned by the President). Expenditures or contractual obligations of over \$500.00, other than for budgeted items up to and including \$2,500.00, must be approved by the board. Amounts in excess of \$2,500.00 for items other than normal repair, maintenance or replacement must be approved by a two-thirds (2/3) majority of the eligible votes at a duly convened meeting of the OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION.

d. Provide the board with a comprehensive financial report at each board meeting.

7. Secretary. The Secretary shall:

a. Take and maintain detailed minutes of all regular and special meetings of OHHA and of the board.

b. At the direction of the Board, assist in the preparation of correspondence pertinent to the business of OHHA and shall maintain in the association office a permanent file of all minutes, financial reports, committee reports, correspondence and other records pertaining to OHHA.

## ARTICLE VI

### INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every Director, manager, or officer, his heirs, executors, administrators, personal representatives, successors, and assigns against all loss, costs and expense including counsel fees, to the fullest extent permitted by, and subject to the required findings and procedures of, Article 1396-2.22A, Vernon's Texas Revised Civil Statutes Annotated, as it exists on the date of Incorporation of the association. The foregoing rights shall not be exclusive of other rights to which such Director, manager, or officer may be entitled. The Association shall be entitled to procure insurance to cover all or a portion of the Association's obligation of indemnification.

Nothing in this Article VI contained shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a Director, manager, or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of any declaration of covenants, conditions, and restrictions related to the Properties, as a Member or Owner of a Lot covered thereby.

## ARTICLE VII

### COMMITTEES

The Board of Directors shall appoint committees which may include but not be limited to:

Clubhouse/Pool/Park  
Maintenance  
Community Liaison  
Security and Safety  
By-laws  
Finance and Audit

1. The Clubhouse/Pool/Park Committee shall:

Monitor the physical condition of the clubhouse and advise the Board of any discrepancies; recommend to the Board any needed or suggested improvements, repairs or changes in equipment, furniture, decor, lighting and use of the facility. Monitor the pool area; advise the Board of the need for repairs or improvements; publish and keep updated the rules for the use of these facilities; insure that the general membership is aware of, and abides by, said rules; works with the board in negotiating the pool care contract and the purchase of pool supplies.

2. The Maintenance Committee shall:

Monitor all OHHA equipment and common areas; notify the Board of any needed repairs or replacement of equipment and/or shrubbery; work with the Board in negotiating the maintenance contract; monitor the performance of the contractor and the optional on-site manager or management service, reporting the results of their observations to the Board on a regular basis; receive and act on requests for modifications or additions to buildings or changes in the usage of the common areas; investigate violations of building or ground rules and report results to the Board.

3. The Community Liaison Committee shall:

Meet the neighborhood association; monitor the planning and zoning commission of the City of Kerrville and notify the Board of proposed actions by the City of by the Planning and Zoning commission of the City of Kerrville which affect Oak Hollow

Estates; the Committee shall also generally coordinate activities and information dissemination between OHHA and the community surrounding OHHA.

4. The Security and Safety Committee shall:

Work closely with the board in planning security and safety measures for the protection of lives and property in OHHA and monitor the systems and procedures adopted so that the most efficient and effective methods will be utilized at all times.

5. The By-laws Committee shall:

Monitor the by-laws and propose amendments to the by-laws in order to make sure that the procedures set forth in the by-laws are efficient and effective and propose amendments to the by-laws so that the by-laws conform with current practice if current practice is more efficient and effective.

6. The Finance and Audit Committee shall:

Work closely with the Treasurer and the Board in preparing the annual budget and make recommendations thereto; monitor the fiscal statements for accuracy and completeness; advise the Board in fiscal matters and insure that OHHA receives an independent audit annually; assist the board in negotiating for insurance coverage as may be directed by OHHA; review the sufficiency of coverage annually and recommend changes in coverage as required.

## ARTICLE VIII

### BUDGETS AND ASSESSMENTS

A. Budget: The board shall prepare or cause to be prepared an estimated annual budget for each fiscal year of OHHA. Such budget shall take into account the estimated common expenses and assessments and cash requirements for the year, including, but not limited to, salaries, wages, ad valorem taxes on the common elements, payroll taxes, fire insurance, supplies, materials, various liability insurance, parts, services, maintenance, repairs, replacements, landscaping, management fees and other common expenses. Said budget shall also take into account and provide for a reserve account for contingencies and for long-term maintenance of the common area in an amount of not less than 20 percent (20%) of revenue. A five (5) year Capital Improvement Projects plan for long-term maintenance will be presented with the operating budget and updated annually. Any surplus or deficit in regard to previous budgets shall also be considered. Copies of said budget shall be furnished to each Lot Owner not later than ten (10) days before each eleventh month of the fiscal year meeting. The annual budget as estimated by the board shall be submitted to the membership for approval at the eleventh month of the fiscal year general meeting OHHA and upon approval by a majority of eligible voters present or by proxy shall serve as the basis for the regular annual assessment against the Lot Owners.

If said budget is subsequently altered, changed or modified, at a special meeting of OHHA called for that purpose, then the budget so altered, changed or modified shall be the basis for the next regular annual assessments.

B. Assessments: On or before the first day of the fiscal year covered by the annual budget, each Lot Owner shall pay to the board, or such persons as the board may designate, his or her respective regular annual assessment per Lot owned for the common expense as shown by such annual budget. The annual assessments shall be due and payable annually whether or not a statement for same is sent or received, and failure to send or receive a statement shall not excuse the payment of the assessment as it becomes due and payable each year. Nor may the assessments be withheld for any alleged maintenance defect, reported or not reported, or for any alleged non-performance of management defect, reported or not reported, or for any alleged non-performance of management service requested or not requested. If payment of the annual assessment is thirty (30) days or more after the first day of the fiscal year, a late charge will be assessed in an amount as determined by the Board of Directors.

In the event of default, OHHA may seek payment, plus costs, by bringing suit in the court of proper jurisdiction for the amount of the assessment due. Other remedies may be pursued under the provisions of Article XIII of these by-laws, including the foreclosure of liens per Article XIII of these by-laws. The Board, or other person authorized to collect the annual assessment, shall receive, hold and disburse the same as Trustee for the use and benefit of each Lot Owner and shall use, expend and disburse the same for the purpose authorized in these By-laws, the Declaration of Covenants, Conditions and Restrictions, or the Articles of Association

C. Supplemental Budget In the event it shall appear to the Board that the estimated budget for any fiscal year shall be inadequate to cover the estimated expenses in respect to the common elements, or other expenses lawfully agreed upon in accordance with the provisions of OHHA, the Declarations of Covenants, Conditions and Restrictions, Articles of Association or these By-laws, then the Board shall prepare, or cause to be prepared, a supplemental estimated budget to cover the apparent deficiency for the remainder of the year and shall call a special meeting of OHHA, at which time the supplemental budget will be presented for OHHA approval and each Lot Owner shall be assessed and will pay his or her pro rata part and share of the approved budget.

D. Capital Improvement Projects (CIP): The Board shall prepare and present to the Lot Owners for their approval a CIP budget covering the current year and the five succeeding years. The presentation to an approval by the Lot Owners shall be done concurrently with the presentation and approval of the operating budget. Annual approval of the CIP budget shall authorize the Board to expend CIP budgeted amount only for the current year. Such CIP budgeted amounts shall be funded from the OHHA Reserve Account (Article VIII A). Succeeding year CIP budgets shall provide each individual year's expenditure authorizations.

1. A CIP expenditure shall be defined as non-recurring (capital) expenditure that can be characterized as one that is a comprehensive project expenditure. All expenses of the



Association shall be included in the annual operating budget, except for expenditures that can be properly chargeable as CIP expenditures, as defined above.

2. The Board shall not approve any capital expenditures for new improvements on any part of the common elements in excess of \$2,500.00 without approval of OHHA, except for emergency repair, maintenance or replacement of existing improvements damaged, destroyed or no longer serviceable, which pose an immediate threat to life or property.

## ARTICLE IX

### OBLIGATIONS OF OWNERS

A. Each Owner shall comply strictly with the provisions of the Declaration of Restrictive Covenants and Conditions, Oak Hollow Estates. All Owners shall promptly and completely comply with each of the rules and regulations, herein contained or hereafter properly adopted.

B. Each Owner may use the Common Facilities and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of other Owners.

C. The Common Facilities are intended for the benefit of the Members, for the beautification of the development, and for providing privacy to the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the Common Facilities shall be obstructed so as to interfere with its use for the purposes herein above recited, nor appropriated for individual use to the exclusion of other Members, nor shall any part of the Common Facilities be used for general storage purposes after the completion of the construction on Lots by the Declarant, except for a maintenance storage room, nor anything done thereon in any manner which shall increase the rate of hazard and liability insurance coverings said are and improvements situated thereon.

D. No resident of the Properties shall post any advertisements, signs or posters of any kind on the Properties except as authorized by the Association.

E. Any Owner that rents or leases his or her home shall:

1. Have a written rental/lease agreement and that agreement shall be subject to the provisions of the Declaration of Covenants, Conditions and Restrictions, the By-Laws and the Policy Handbook of Oak Hollow Estates (herein after known as the Governing Documents) and provide that any failure by the renter/lessee to comply with the terms of these Governing Documents shall be a default under the rental/lease agreement.

2. Have a clause in the rental/lease agreement that provides for the tenant to acknowledge the receipt of a copy of the Governing Documents.

3. Furnish to the tenant at the time of signing the renter/lessee agreement a copy of the Governing Documents with which the tenant is expected to comply. The Owner will be held responsible for any and all violation(s) and any costs which may result from said violation(s).

4. Provide to the tenant the Owner's copy of the keys to the pool and clubhouse, subject to approval by owner

5. Within thirty (30) days after renting/leasing his/her home, furnish the OHHA Board of Directors the Owner's absentee address, work and home phone number(s) and the tenant's name(s), work address and phone number(s) using form 1-1 provided by the OHHA.

6. Retain the right to vote on any Association matters, either in person or by proxy.

7. Continue to be responsible for the payment of all dues and/or assessments levied by the Association.

Even though all Articles of the Governing Documents are applicable to tenants and their Owners, particular attention is called to the Declaration of Covenants, Conditions and Restrictions, Article VIII, Maintenance of Lots, page 10 and the By-Laws, Article XIII, Remedies, page 17, Article XIV, Damages, page 17, and Article XV, Effect, page 18.

## ARTICLE X

### MORTGAGES

At the request of any Owner, the Board or its representative shall report any unpaid assessments due from the Owner of such Lot encumbered. At the request of the Owner, a written statement as to the amount of the assessments for common expense which have become due and are unpaid, up to a given date in respect to the Lot to be sold or mortgaged shall be provided to any prospective purchaser or mortgagee. In case of a sale, the purchaser shall not be liable, nor shall the Lot purchased be liable, nor subject to any lien or unpaid assessment which has become due and is not shown on such statement for the period of time covered thereby. However, the selling Owners shall remain liable for same, and in case of failure or refusal to pay, then the Board has the right to assess, and the same shall be collectible from all other Lot Owners on a pro rata basis, and they shall have coverage against the selling Owners. In the event of a mortgage, however, the unpaid assessments not shown on said statement for the period of time covered thereby shall remain the obligation of the Lot Owner mortgaging his or her unit. Any assessment lien will be inferior and secondary to any mortgage lien.

## ARTICLE XI

### RULES

The Declaration of Covenants, Conditions and Restrictions in the Real Property Records of Kerr County, Texas, includes certain restrictions applicable to and binding on every Lot Owner described in the Declaration of Covenants, Conditions and Restrictions. These rules are adopted and incorporated into the by-laws as if copied herein.

## ARTICLE XII

### INSURANCE

1. Property Insurance. From and after the date on which title to any Common Area vests in the Association, the Board shall obtain and continually keep in effect blanket property insurance to insure the building, park, pool and other common elements in or on this project property against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions. The insured shall be the Oak Hollow Estates Homeowners Association as trustee for all Lot Owners. The costs of such insurance shall be deemed a common expense and shall be paid by the Lot Owners in the same ratio of the ownership interest in the common elements. Said sums shall be paid annually by the individual Lot Owners. In the event of destruction of the common property by any hazard covered by such insurance, and the proceeds are insufficient to restore the property to the condition that it was in prior to the destruction, then OHHA shall pay for any deficiency in regard to the common elements, and the same shall be paid, as assessed, by the Lot Owners as a common expense. Any deficiency in regard to the property owned by such affected Lot Owners shall be paid by such affected Lot Owner or Lot Owners.

2. Directors and Officers Liability Insurance. The Board shall obtain and continually keep in effect sufficient liability insurance to protect the directors and officers of the Oak Hollow Estates Homeowners Association to the extent and amount as is decided by the Board. The cost of such insurance shall be deemed a common expense and shall be paid by the Lot Owners as part of the budgeted annual assessment.

3. Individual Insurance. Each Lot Owner shall be responsible, at their own personal cost and expense, for their own personal insurance on their residence and contents thereof and their additions and improvement thereto, their decorations and furnishings and personal property therein, and their personal property stores elsewhere on the project property, as well as their personal liability to the extent not covered by the liability insurance for all of the Lot Owners which may be obtained as common expense.

## ARTICLE XIII

### REMEDIES

In the event of default or violation by any Lot Owner of the provisions of the Declaration of Covenants, Conditions and Restrictions, the Articles of Association, By-laws or Rules and Regulations of OHHA, the Board or their designate shall have all of the rights and remedies which may be provided by the Declaration of Covenants, Conditions and Restrictions, the Articles of Association or these by-laws, or which may be available at law or in equity, and may prosecute any action or other proceeding against any of the said Lot Owners for enforcement of any lien or to force compliance with the matter in respect to which the default or violation has been made. The Board may seek injunctive relief or other means for the collection of any sums or debts or damages in default or arising from any default. All expense incurred in connection with any of the above actions or proceedings shall be part of the common expenses of OHHA and collectible (pro rata) from each Lot Owner in addition to the regular required assessments.

#### ARTICLE XIV

##### DAMAGES

In the event any common elements of Oak Hollow Estates are damaged or destroyed by an Owner or any of his guest, tenants, licensees, agents or members of his family, such Owner does hereby authorize the OHHA Board to repair said damage area, and the OHHA Board shall so repair said damaged area in a good workmanlike manner in substantial conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the OHHA Board, in the discretion of the OHHA Board. The amount reasonable necessary for such repairs shall be paid by said Owner, upon demand, to OHHA. If not so paid, the OHHA Board may enforce collection of same to the extent that Owners and their guests, tenants, licensees and agents may be liable under applicable law.

#### ARTICLE XV

##### EFFECT

These by-laws are binding on all Lot Owners of Oak Hollow Estates as identified on page 1 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Oak Hollow Estates, Section Two, and page 1 of the Supplemental Declaration of Covenants, Conditions and Restrictions for Certain Lots in Oak Hollow Estates, Section One. Absentee Owners are directly responsible for the conduct of their tenants. If legal action is required due to violations by a tenant, the Owner may also be joint in such action.

#### ARTICLE XVI

**AMENDMENTS**

These by-laws may be altered or amended at a regular or special meeting of the OHHA, at least ten (10) days after the proposed alteration or amendment has been circulated among the Lot Owners in written form. A two-thirds (2/3's) majority vote of the eligible voting members present or by proxy at such meeting shall be required. A quorum shall be required in order to conduct any business

**ARTICLE XVII**

**SEVERABILITY**

If any article, paragraph, sentence, clause or phrase of these by-laws or the application thereof in any circumstances shall be held legally invalid or unenforceable, the validity or enforceability of the remainder of these By-laws, or the application of any such article, paragraph, sentence, clause or phrase in any circumstance shall not be affected thereby.

**ARTICLE XVIII**

**NOT-FOR-PROFIT**

This Association is not organized for profit. No Member, Director, or person from whom the Association may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, provided, however, always: (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

**ARTICLE XIX**

**CONFLICT**

In the event of any conflict between the terms of the Articles of Incorporation of the Association ("Articles") and these by-laws, the terms of the Articles shall govern and control. In the event of conflict between the provisions of any Declaration of Restrictive Covenants and Conditions for property subject to the jurisdiction of the Association

("Declaration") and these by-laws, the provisions of the Declaration shall govern and control.

**ARTICLE XX**

**REGISTERED AGENT**

The initial registered office, registered agent, and principal office of the Association shall be as stated in the Articles of the incorporation but these may be changed from time-to-time as the Board shall determine.

**ARTICLE XXI**

**AUTHORIZED SIGNATORIES**

The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association, either or both of whom may sign, with or without the affixing of the Association's seal.

**ARTICLE XXII**

**BOARD APPOINTMENT BY DECLARANT**

Notwithstanding anything contained herein to the contrary, the initial Board of Directors shall consist of five (5) persons, three (3) appointed by the Declarant and two (2) selected by the Lot Owners. At such time as 75% of the lots are sold by the Declarant, then the board shall consist of a minimum of five (5) persons, two (2) appointed by the Declarant and three elected by the Lot Owners. When 90% of the lots are sold by the Declarant, the Board of Directors shall consist of a minimum of five (5) persons who are all elected by the Lot Owners.

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

MAR 08 2005



*Janet Pieper*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Beal Pieper*  
VOL. 1419 PG 431  
RECORDING DATE

MAR 08 2005



*Janet Pieper*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE  
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