

011855

VOL 0241 PAGE 563

OAK FOREST

Filed this 19 day of July 20 2001
H. C. A. M.

**PROPERTY OWNERS ASSOCIATION
AND RESTRICTIVE COVENANTS**

DOROTHY UECKER
County Clerk, Blanco County, Texas
By *[Signature]* Deputy

We, the undersigned, are the present owners of 22.38 acres of land described on Exhibit A, (herein called the "subdivision") attached hereto and incorporated by reference. To protect and enhance the value of the subdivision in the future, we hereby:

- A. Create OAK FOREST Property Owners' Association, herein called "POA" as defined by article 202.001(2), Vernon's Texas Property Code Annotated;
- B. Provide that this instrument may be amended during the term hereof or during any extension period by an instrument signed by the Owners of not less than three-fourths (3/4) of the Lots in the subdivision; provided however, that the Developer, its successors or assigns reserves the right to alter and amend this instrument to promote aesthetic development and to avoid hardship. To be valid, any such amendment must be recorded;
- C. Declare the following restrictive covenants shall henceforth apply to the Real property described on Exhibit A.

I. OAK FOREST PROPERTY OWNERS' ASSOCIATION:

- A. The POA shall exist from July 17, 2001 until July 16, 2011, after which time it shall be automatically extended for successive periods of ten (10) years unless the record Owners of a majority of the Lots in the Subdivision cancel the same, through a duly recorded written instrument.
- B. The members of the POA consist of all record owners of fee simple title in and to any of the subdivision lots. All grantees in any one deed shall constitute only one member.
- C. The governing body of the POA shall consist of three persons elected by a majority of the members at the annual meeting held on the first Monday in March of each year at Century 21 - Town Creek Properties, Johnson City, Texas, or such other place in Blanco County, Texas, as the then governing body shall designate;
- D. The governing body is authorized:
 - 1. To enforce all restrictive covenants applicable to the subdivision.

2. To collect annual dues (herein called "dues") of \$50 per year from each member for the maintenance of the roadways, liability insurance, and other general benefit of the subdivision. Such dues shall be payable at closing and again on July 1, 2002, and the first of July of each year thereafter;
3. To assess a fee (herein called an "assessment") of no more than \$50 per member per year for exceptional expenditures for the direct benefit of the subdivision;
4. To impose a lien upon the lots owned by any member who fails or refuses to pay the annual dues or assessments. Such lien shall be superior to all but vendors' liens and purchase money liens arising prior in time to the filing of this lien. Each person who becomes a member agrees to pay all dues and assessments and grant such liens for improvements as are herein set out. Such liens shall be enforced in accordance with the provisions of Section 51.002, Vernon's Texas Property Code Annotated.
5. To collect all reasonable and necessary attorneys fees in any suit brought to enforce the restrictive covenants or lien for improvements, dues, and assessments.
6. To adopt by-laws for the general conduct of its business, including the election of a presiding and recording officer, the keeping of appropriate books and records of finances and operation.
7. To take such other action as in its judgment is necessary to protect and enhance the value of the subdivision.

II. RESTRICTIVE COVENANTS

A. Usage and construction

1. All lots and every part thereof are restricted to single family residential uses exclusively and none of said property shall be used for business or commercial purposes.
2. No dwelling house shall be constructed upon any lots in this addition, which contains less than 1400 square feet of living area, exclusive of garages and carports. Two story homes must have at least 1000 square feet on the bottom floor. All dwelling houses shall have masonry construction of brick, rock or stucco veneer covering not less than 35% of the exterior wall area - the remaining 65% of the exterior must be covered with a fiber cement siding

- such as "Hardy Board". The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors or gables.
3. The erection or construction of log homes shall be prohibited in this subdivision.
 4. The minimum roof pitch on all houses shall be six-on-twelve. The only roof coverings allowed are (1) Metal roofs with a minimum of 26-gauge metal or (2) a dimensional, twenty-five year or better composition shingle.
 5. Only new construction materials (except for used brick or stone) shall be used in construction of any structure situated on a lot.
 6. No trailer, trailer house, modular home, tent, shack, garage apartment or servant's quarters shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions.
 7. No shack, trailer, trailer house, modular home, or tent shall ever be placed upon any of said property for dwelling or any other permanent purpose, except that trailers (such as utility trailers, stock trailers and camping trailers) belonging to individual owners of said property may be stored upon the premises provided they are not used for dwelling purposes. No such trailers or RV's may be stored in any front yard, driveway, street or within public view.
 8. No dwelling house or other structures shall be moved upon the premise from outside said addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.
 9. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.
 10. All residences shall require a two (2) car garage (attached or detached) that shall be erected simultaneously with erecting of the residence and shall be constructed in accordance with all these restrictions. Masonry requirements of attached garages shall be considered part of the exterior wall area and governed by A(2) of these restrictions. All detached garages shall have masonry construction or brick, rock or stucco veneer covering not less than 35% of the exterior wall area – the remaining 65% of the exterior must be covered with a fiber cement siding such as Hardy Board. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors, or gables.

11. No garage shall ever be converted into a room or living quarters without adding an additional 2-car garage at the same time.
12. All construction or remodeling on a residence and garage shall be completed within nine (9) months of the day such construction begins. No fence, wall or hedge shrub which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within a triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines.
13. All outbuildings such as tool sheds, storage houses, trailer-ports, etc. must be approved by the Architectural Control Committee. The intent is for all such buildings to be in harmony with the neighborhood. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.
14. All fences shall be privacy fences constructed of new cedar, new spruce, brick, stone or a combination thereof. No fence shall be higher than seven (7) feet nor lower than six (6) feet off the ground, and no fence or wall shall be erected nearer the front property line than the front of the dwelling. No dog runs, pens, etc. may be erected until a privacy fence is in place.
15. No dwelling shall be erected or placed on any lot on which the lot width is less than 70 feet at the minimum building set back line.
16. All driveways shall be paved with concrete, asphalt, or a two-course "chip and seal" gravel treatment. No natural dirt, caliche, or granite gravel driveways will be permitted.

B. Activity

1. No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood such as a secondary business as auto mechanic or repair shop.
2. No swine or any other animals or poultry that are noxious or offensive shall be kept upon any lot or portions thereof. No swine or any other animals or poultry that are noxious or offensive shall be kept upon any lot or portions thereof.
3. No sign of any kind shall be displayed to the public view on any lot except one advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. The

developer may erect a sign of larger size in conformance with city ordinance to advertise the development as long as there remain any unsold lots in the development.

4. No inoperative vehicles shall remain parked on the premises, in streets or in alleys, for longer than thirty (30) days.
5. All boats, boat trailers, stock trailers, 18 wheelers, tractor trailer trucks, or trailers of any kind, and all vehicles having a load capacity of greater than one (1) ton, shall be parked on the property of the lot owner, and shall not be parked on any street, alley, or front yard.
6. No residence shall be occupied until construction of the interior and exterior of the residence is completed.
7. Each owner of a lot in the subdivision shall keep said property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds which shall enhance the beauty of the subdivision and act as a fire protection measure.
8. All lights placed in front yards will be decorative in design. No mercury-vapor or similar type lights shall be placed in the front yards or streets.

C. Miscellaneous

1. Developer may at its sole discretion enforce these restrictions but is under no obligation to do so.
2. The covenants and conditions set forth above shall be covenants running with the title of any lot or division of any lot.

III. ARCHITECTURAL CONTROL

- A. There is hereby created the Architectural Control Committee (herein called the Committee), which shall consist of three (3) members. The initial committee is composed of:

Joe Ginn

Paula Housman

Joe Stewart

- B. The Developer appointed Committee shall serve until seventy-five (75%) percent of the Lots have been sold and conveyed from Developer to Owners. Upon the sale of the thirty-first (31st) Lot, the members of the Committee shall be designated by a majority vote of the Owners. 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. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant.

- C. No improvement of any kind, including, but not limited to residences, accessory buildings, swimming pools, antennas (on a structure or on a Lot), flag poles, fences, walls, mail boxes, exterior lighting, patios, roof overhangs, sidewalks, stepping stones, driveways, or any other improvement shall be constructed, placed, or maintained upon any Lot and no alteration or repainting of the exterior of any improvement shall be made and no landscaping shall be performed until (1) a complete copy of the plans and specifications for the improvement showing (i) the exterior design, height, building material and color scheme of the improvement, and (ii) the location of the improvement plotted horizontally and vertically, (2) a site plan showing the location of all present and planned improvements, including but not limited to, the residence, the driveway, the landscaping, the grading plan, any fencing and any walls, and (3) the name of the Builder, have been submitted to and approved in writing by the Committee, and a copy of all such plans and specifications as finally approved, has been deposited with the Committee.
- D. The Committee shall exercise its best judgment to see that the exterior design and location of all improvements, landscaping and alteration of Lots within the Subdivision conform to and harmonize with the surrounding improvements, environment, topography and finished grade evaluations.
- E. The Committee shall consider requests for variances from the restrictions contained in this Declaration and shall grant such requests for variances (1) if the Committee finds the requested variances to be desirable from the standpoint of balancing the needs of the applicant with the needs of the other Lot Owners; (2) the requested variances are generally consistent and harmonious with the remainder of the community; and (3) the requested variances do not adversely affect the value of another Lot.
- F. The Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Committee fails to take any action within thirty (30) days after plans or requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.
- G. The Committee shall maintain written records of (1) all applications and requests submitted to it and (2) of all actions taken.
- H. A majority vote of the Committee is required for approval of (1) proposed improvements, and (2) requests for variances.

- I. The Committee shall not be liable in damages to any person submitting requests for approval or to any Owner within the Subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such requests.

This declaration and dedication is executed this 17th day of July 2001, to be effective from and after July 17 1, 2001.

Joseph G. Ginn, Jr.

Joseph G. Ginn, Jr.

President, C21-TCP, Inc.

STATE OF TEXAS §
 §
 COUNTY OF BLANCO §

This instrument was acknowledged before me on the 17th day of July, 2001, by Joseph G. Ginn, Jr..



Elly D. Metcalf Wilson
 Notary Public in and for the State of Texas

My commission expires:
2/11/02

Printed Name of Notary:
Elly D. Metcalf Wilson

Any provisions herein which restricts the sale, rental or use of the described property because of color of skin is invalid and unenforceable under Federal law.
 STATE OF TEXAS
 COUNTY OF BLANCO
 I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JUL 24 2001



Dorothy Uecker
 COUNTY CLERK
 BLANCO COUNTY, TEXAS

OAK FOREST POA
 AND RESTRICTIVE COVENANTS