

## AMENDED AND RESTATED RESTRICTIVE COVENANTS FOR SANDY OAK HILLS

**Parties.** The parties to this Amended and Restated Restrictive Covenants for Sandy Oak Hills (this “Amendment”) are the owners of a majority of lots in the Subdivision (defined hereafter).

**Recitals.** In May 1986, John A. Traeger, Trustee, on behalf of himself and Lawrence D. Schwab (the “Developers”) subdivided a certain 217.35 acre tract of land in the H. & T.C. RR Survey #110, Abstract 176, Guadalupe County, Texas called Sandy Oak Hills, the plat of which is recorded in Volume 5, Pages 22-A, 22-B and 23-A, Plat Records of Guadalupe County, Texas (the “Subdivision”). Developers, as the owners of all the lots in the Subdivision, impose certain restrictive covenants on the lots in the Subdivision as provided in the document recorded in Volume 772 at Page 236, Deed Records of Guadalupe County, Texas (the “Original CCRs”). The Original CCRs have been subsequently amended. The developers no longer own any lots in their Subdivision, and several provisions of the Original Restrictions are out of date and no longer relevant. The undersigned believe that it is necessary and proper and in the best interest of the all owners of lots in the Subdivision (the “Owners”) that a common scheme of development to continue to protect and safeguard the quality of life enjoyed on the Subdivision by all Owners and to maintain property over a long period of time.

1. **Structures:** Manufactured housing units and modular homes are permitted, provided that all such homes are tied down to conform to the regulations and requirements of the State of Texas and skirted if elevated above ground level or foundation. All homes must contain no less than 1,200 square feet of heated area. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, motor home, camper, or other outbuilding shall be used on any lot at any time as a residence, unless during active construction of a new home.
2. **Setbacks:** No building shall be located on any lot in the Subdivision within 25’ of a lot line; provided, however, the setback line is 55’ from a lot line located as the centerline of the roadway easement shown on the recorded plat of the Subdivision. Any permanent structures within the setback built prior to the amended covenants will refer to the prior covenants at the time of construction completion.
3. **Rubbish:** Accumulation of rubbish or debris of any kind on any lot in the Subdivision is strictly prohibited. No lumber, metals, used building materials, bulk materials, inoperative or junk vehicles or equipment, refuse or trash may be kept, stored or allowed to accumulate on any lot.
4. **Animals:** No animals of any kind may be kept, maintained, raised or fed on any lot in the subdivision for commercial purposes. Animals kept on any tract or lot in the subdivision shall not exceed the number of whole acres owned. No hogs or swine will be raised on any lot except for showing in youth programs, such as 4H, FFA or other area youth livestock programs. Pets and livestock must be restrained or confined to an owner's lot by fence or other means.
5. **Fences:** No fence or wall shall be constructed on any portion of any lot in the Subdivision which blocks, impedes or otherwise interferes with free and unrestricted access over the road easement depicted on the recorded plat of the Subdivision. All T-posts used, if any, in such construction will be new when installed. Sheet metal fences, manufactured panels and portable fencing are strictly prohibited for perimeter fencing.

6. **Vehicles**: No inoperable vehicles will be stored on a lot. For purposes of this paragraph, an “inoperable vehicle” will mean a vehicle that does not have a current license tag or current registration or inspection sticker or is obviously inoperable. A vehicle will be considered “stored” if it remains in the same location on a lot for a period of 30 consecutive days or longer.
7. **Businesses**: Residents may not conduct any business, trade, manufacturing, commercial or similar activity, apparent or detectable by sight, sound or smell from outside a lot. Business activity must be consistent with the residential and agricultural character of the Subdivision.
8. **Restricted Use**: The following will not be permitted on any lot: a cemetery, a church, waste disposal sites, landfills, dumping grounds for rubbish or accumulation of discarded appliances and furniture. No outside toilet will be installed or maintained on any lot (portable toilets are allowed during construction), and all plumbing will be connected with a sanitary septic tank or other system approved by the Guadalupe County and the State of Texas or other governmental authority
9. **Roadways**: Each Owner will have non-exclusive right of access, ingress and egress to, over and across all of the platted roads, easements and accessways (the “Roadways”) within the Subdivision according to the following terms (the “Access Rights”):
  - a. **Mutual Rights and Access Across the Roadways**. Each Owner takes and receives the rights, titles and interests in their lot subject to the Roadways, together with all other Owners’ rights, titles and interests to such Roadways, and their mutual rights of access, ingress and egress across such Roadways.
  - b. **Maintenance of Roadways and Assessments**.
    - (1) **Road Manager**. For purposes of this section, the term “Road Manager” means an Owner selected by the Owners of a majority of the lots in the Subdivision from time to time for supervision and performance of maintenance and/or repair of the Roadways. The Road Manager will continue to serve until he resigns or is replaced by a vote of the Owners.
    - (2) **Maintenance and Repair Costs**. As needed, the Road Manager will prepare a good faith estimate of the costs related to the maintenance and repair of the Roadways and their surfaces, drainage features, ditches and shoulders contained within or comprising the Roadways (herein the “Maintenance Costs”) including any reasonable reserves for emergency and unforeseen expenditures.
    - (3) **Approval of Estimated Costs**. The Road Manager will provide written notice to all Owners of its estimate of the Maintenance Costs, including reserves. Upon approval by the Owners of a majority of the lots in the Subdivision at a meeting or by written consent without a meeting, each Owner will have the obligation to pay a share of the approved Maintenance Costs based on the number of lots owned by such Owner, with one equal share allocated per lot, regardless of lot size. The notice of proposed Maintenance Costs must (i) describe in reasonable detail the allocation of the Maintenance Costs, the amount of any desired reserves, the proposed dates for expenditure of the Maintenance Costs, and the amount and timing Owners must pay. The Road Manager must establish an escrow account, managed by a third party, within which to manage collected Maintenance Costs. Owners must remit Maintenance Costs to the Road Manager for deposit into the Maintenance Account within 30 days of assessment thereof. The Road Manager must appoint at least one other Owner to be a signatory on the Maintenance Account.
    - (4) **Failure to Pay Maintenance Assessment**. If an Owner does not pay his/her Maintenance Cost within 30 days of receiving an invoice from the Road Manager (the “Defaulting Owner”), then such Defaulting Owner will

also pay in addition to his or her share of the Maintenance Cost , interest thereon at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of eighteen percent (18%) per year.) The Road Manager or any other Owner may advance the share of the Maintenance Cost attributable to the Defaulting Owner and be entitled to exercise all rights and remedies available by law or in equity for collection of a debt against the Defaulting Owner. The Road Manager or advancing Owner will have the right to the imposition of a lien against the real property of such Defaulting Owner to the fullest extent provided by the Texas Property Code.

10. Attorney's Fees. If any owner retains an attorney to enforce the terms of these restrictions, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
11. Amendment: These restrictions may be amended by the written agreement of the Owners of a majority of the lots in the Subdivision.
12. Voting: Each Owner will have one vote for each lot in the Subdivision he or she owns. Multiple Owners of a single lot will vote their interests collectively as a single lot Owner so that no lot will be represented by more than one vote in any matter voted by all of the Owners.
13. Enforcement: These restrictions may be enforced by any Owner by action in the appropriate court of Guadalupe County, Texas. The party prevailing in each litigation is entitled to receive reasonable attorney's fees and costs.
14. Waiver of Default: It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Amendment does not preclude pursuit of other remedies provided by law.
15. Invalidation: Invalidation of any one or more of the covenants, conditions, or terms of these restrictions by judgment of any court will in no wise affect any other covenant, condition, or term of these restrictions, all of which will remain in full force and effect.
16. Duration: All lots in the Subdivision are subject to and bound by the restrictions set out in this Amendment from the date thereof until October 2, 2034, after which date these restrictions will be renewed automatically for successive periods of 10 years each, unless terminated by a written agreement of the Owners of a majority of the lots in the Subdivision.
17. Counterpart Execution: This Amendment is executed in multiple counterparts, and each of the undersigned Owners consents to the attachment of multiple signature pages to a single counterpart of this Amendment for recording purposes. Signatures of parties transmitted by facsimile or email will be deemed original signatures for all purposes.

Owners of Lots 5, 6, 8, 9, 10, 11, 12, 13  
14, 15, 16, 17, 18 and 19 in the Subdivision:

ETC Custodian FBO 20038166 IRA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JCV Investments, Series LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS       §

COUNTY OF COMAL §

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by  
\_\_\_\_\_, the \_\_\_\_\_ of ETC Custodian FBO 200338166 IRA  
on behalf of same and in the capacity herein stated.

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

THE STATE OF TEXAS       §

COUNTY OF COMAL §

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by  
\_\_\_\_\_, the \_\_\_\_\_ of JCV Investments, Series LLC on behalf  
of same and in the capacity herein stated.

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

**CERTIFICATION**

ETC Custodian FBO 200338166 IRA and JCV Investments, Series LLC certify that (i) the Subdivision was platted into 23 total lots, (ii) based on the records of the Guadalupe County Appraisal District there are \_\_\_\_\_ owners of the lots in the Subdivision, some of whom own multiple lots, undivided interests in lots, or portions of lots, (iv) the owners were asked to vote on the Amendment to Restrictive Covenants for Sandy Oak Hills to which this certification is attached, and (iv) a list of the Owners holding the votes for the lots indicated who have consented to and approved this Amendment is attached on the following page.

DATED:           October \_\_\_\_\_, 2024.

ETC Custodian FBO 200338166 IRA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JCV Investments, Series LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[List of the other lot owners approving this Amendment follow.]

*Bryan Seehausen* dotloop verified  
12/25/24 12:08 PM CST  
NSHA-RZIW-DOL8-OUVB

---

Bryan Seehausen, Owner, 116 Sandstone Ln, Seguin, TX, 78155

*Stephen Anderson* dotloop verified  
01/05/25 9:44 PM CST  
KURW-LYVD-KZ1L-6BOB

---

Stephen Anderson, Owner Lot 7, Sandstone Ln, Seguin TX 78155

*Steve Klestinec* dotloop verified  
12/17/24 6:59 PM CST  
4SDO-ZUKO-N9D4-VULM

---

Steve Klestinec, Owner, 101 Sandstone Ln, Seguin, TX, 78155

*[Redacted Signature]*

---

Kevin Riles, Owner, 121 Sandstone Ln, Seguin, TX, 78155

*Peggy Bauer* dotloop verified  
12/17/24 5:30 PM CST  
KK8I-CCEA-ILR6-9KOQ

---

Peggy Bauer, Owner, 131 Sandstone Ln, Seguin, TX, 78155

*Gary Newnham* dotloop verified  
12/23/24 9:18 PM CST  
NGQB-ABZL-MHGQ-6SHL

---

Gary Newnham, Owner, 111 Sandstone Ln, Seguin, TX, 78155