

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 his or its expense, all such claims which may arise.

20. ENFORCEMENT

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

firms or corporations owning any property in the subdivision.

21. SEVERABILITY

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

22. HOMEOWNER'S ASSOCIATION

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

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

RIVER COUNTRY DEVELOPMENT, L.C.

By: Kenneth L. Creal
KENNETH L. CREAL

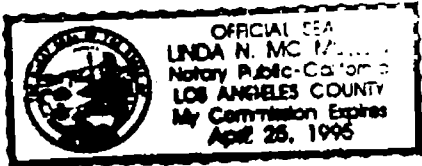
RECORDER'S NOTE
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APPROVED BY MORTGAGEE:

By: _____

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

This instrument was acknowledged before me this 27th day of October, 1992, by Kenneth L. Creal, 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

Filed by
After Recording Return To:

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

Prepared in the Law Office of:

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

250750

FILED FOR RECORD

11:15 o'clock A M

NOV 5 1992

PATRICIA DYE

Clerk County Court, Kerr County, Texas
Patricia Dye

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

Notarize herein which restricts the sale, rental or use of the described real estate property to the use of a mobile and unseizable under Federal Law
1992
This document was FILED in Public Records on the
5th day of November 1992. It was recorded in the
Public Records of Kerr County, Texas.

NOV 5 1992

NOV 5 1992



PATRICIA DYE
COUNTY CLERK KERR COUNTY
BY Paul M. [Signature]
Deputy



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

THENCE, crossing said Oak Valley Drive, S. 56 deg. 15' 03" E. 50.99 ft. to a 1/2" iron stake in concrete in the southeast right-of-way line of said Oak Valley Drive at the west corner of Lot No. 8, in Block 5, of said Oak Hollow Estates Section One;

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

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

THENCE, along the northwest line of Lots No. 28, No. 30 and No. 32: S. 45 deg. 04' 03" W. 95.13 ft. to a 1/2" iron stake; and S. 45 deg. 06' 06" W. 199.91 ft. to the west corner of said Lot No. 28 in the northeast right-of-way line of Nugent Street, a fifty (50) ft. wide public street;

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

THENCE, along the northwest line of Lots No. 4, No. 6, No. 8, No. 10, No. 12, No. 14, No. 16, No. 18, No. 20, No. 22, No. 24 and No. 26 of said Scenic Loop Estates Section One: S. 45 deg. 06' 05" 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. 520.01 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.

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

OAK HOLLOW ESTATES SECTION TWO AND PROVISIONS FOR

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

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

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

WITNESSETH

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

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

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

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

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

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

ARTICLE I

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

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

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

ARTICLE II

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

USE

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

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

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

D) All temporary construction or site structures shall be aesthetically compatible with the Subdivision design, as solely determined by the Committee.

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

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

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

ARTICLE V

VOTING RIGHTS

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

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

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

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

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

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

D) In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, or for such other lawful purpose related to the use of the Properties as the Board of Directors or the Owners may determine, provided that any such assessment shall have the assent of two-thirds ($\frac{2}{3}$) 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 ($\frac{1}{2}$) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such

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

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

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

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

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

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

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

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

ARTICLE VII

ARCHITECTURAL CONTROL

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

MAINTENANCE OF LOTS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

TERM

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

ARTICLE X

REVISION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

ARTICLE XI

FHA/VA APPROVAL

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

ARTICLE XII

ADDITIONS

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

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

ARTICLE XIII

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

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

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

(b) Care and preservation of the Common Area.

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

(d) Legal and accounting services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV

TITLE TO COMMON AREAS

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

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

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

ARTICLE XV

INTERPRETATION

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

ARTICLE XVI

OMISSIONS

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

ARTICLE XVII

GENDER AND GRAMMAR

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

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

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

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE XIX

ADDITIONAL INFORMATION

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

EXECUTED effective the 26th day of November, 1996

- Block 5, Lot 10
- Block 6, Lots 4, 5, 9, 10, 11, 19, 23, 28, 29, 30, 32, 33, and 34
- Block 7, Lots 8, 9, 10, 11, 19, and 20
- Block 8, Lots 8, 9, 11, 12, and 13
- Block 9, Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, and 17

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

JUL 02 1997

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

DECLARANT
RIVER COUNTRY DEVELOPMENT, L. C.

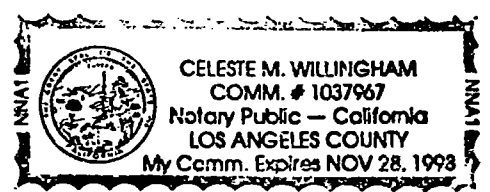
By: *Kenneth L. Creal*
General Manager, Kenneth L. Creal

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

WITNESS my hand and official seal.

Celeste M. Willingham
Notary Public, State of CALIFORNIA



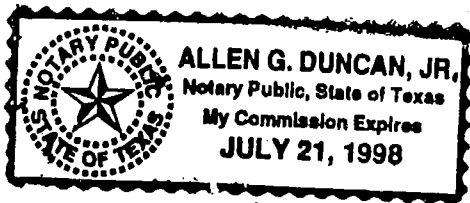
Lot 1, Block 8
Lot 6, Block 6
Lot 7, Block 6
Lot 16, Block 6
Lot 17, Block 6
Lot 2, Block 9
Lot 3, Block 9
Lot 27, Block 6
~~Lot 18, Block 6~~

tbl

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

STATE OF TEXAS
COUNTY OF KERR

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



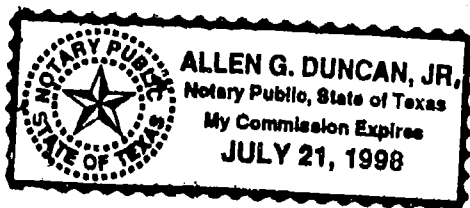
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 18, Block 6

Thomas W. Goodwyn
Thomas W. Goodwyn

STATE OF TEXAS
COUNTY OF KERR

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



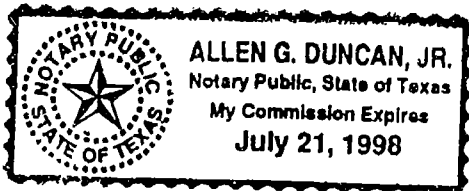
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 24, Block 6

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

STATE OF TEXAS
COUNTY OF KERR

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

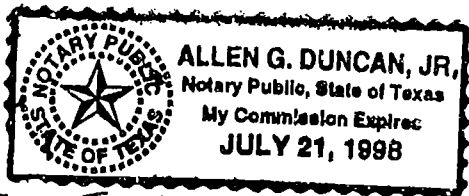


Lot 12, Block 7

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

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 31st day of MARCH, 1997, by ROBERT H. + Doris Hayman.

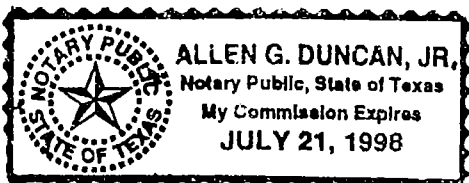


Lot 15, Block 7

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

STATE OF TEXAS
COUNTY OF KERR

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



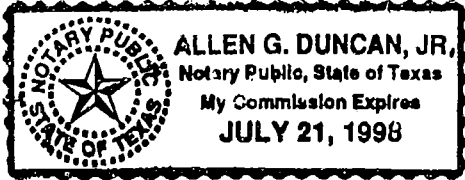
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 14, Block 7

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

STATE OF TEXAS
COUNTY OF KERR

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



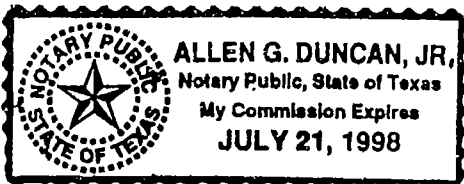
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 1, Block 10

Kalman Nyitrai
Kalman Nyitrai
Beverly Nyitrai
Beverly Nyitrai

STATE OF TEXAS
COUNTY OF KERR

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



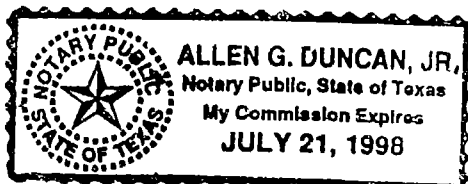
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 3, Block 8

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

STATE OF TEXAS
COUNTY OF KERR

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



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

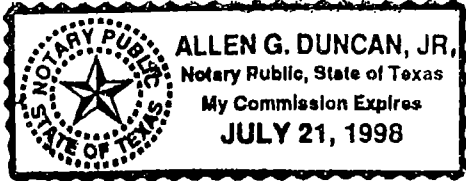
VOL _____ PAGE _____

Lot 22, Block 6

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

STATE OF TEXAS
COUNTY OF KERR

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



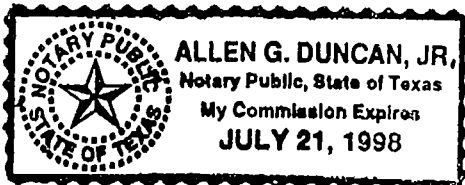
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 12, Block 5

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

STATE OF TEXAS
COUNTY OF KERR

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



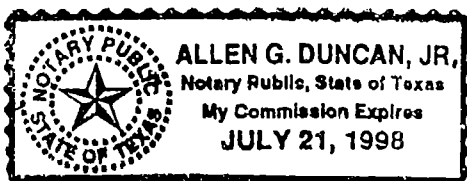
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 13, Block 7

Paul Keenan
Paul Keenan

STATE OF TEXAS
COUNTY OF KERR

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



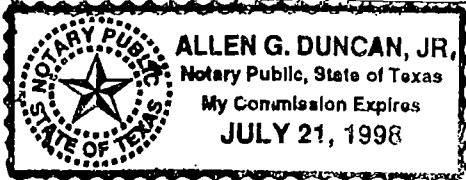
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 25, Block 6

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

STATE OF TEXAS
COUNTY OF KERR

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



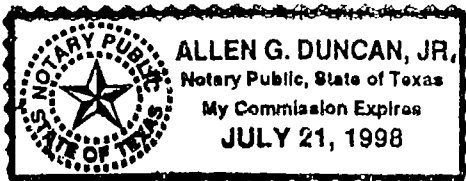
Allen G. Duncan
Notary Public, State of Texas

Lot 7, Block 8

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

STATE OF TEXAS
COUNTY OF KERR

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



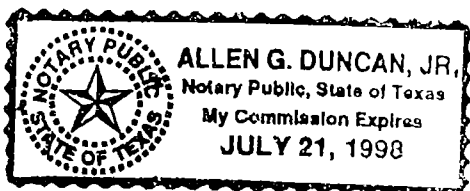
Allen G. Duncan
Notary Public, State of Texas

Lot 23, Block 7

Ogden A. Clemens
Ogden A. Clemens

STATE OF TEXAS
COUNTY OF KERR

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



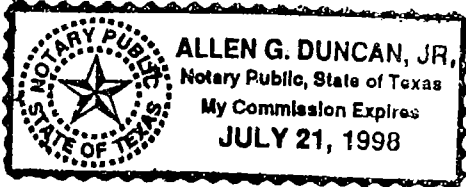
Allen G. Duncan
Notary Public, State of Texas

Lot 3, Block 7

Kent W. Bond
Kent W. Bond
Beverly A. Bond
Beverly A. Bond

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of APRIL, 1997, by KENT W. + BEVERLY A. BOND



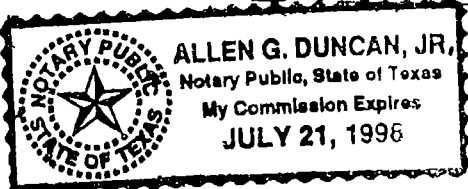
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 15, Block 6

Ton Witteman
Ton Witteman
Marian Witteman
Marian Witteman

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of APRIL, 1997, by TON + MARIAN WITTEMAN



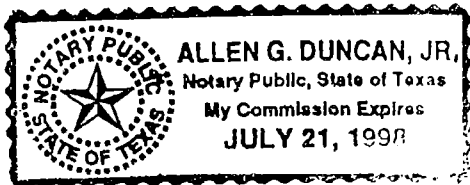
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 14, Block 8

Virginia R. Danielsen
Virginia R. Danielsen
A. J. Danielsen
A. J. Danielsen

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of APRIL, 1997, by Virginia R + A.J. DANIELSEN



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

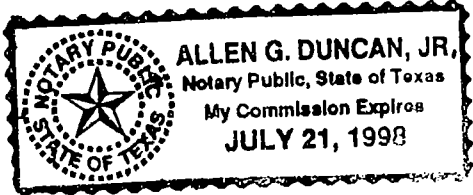
Lot 22, Block 7

+ Carl L. Swigart
Carl L. Swigart

+ Elaine M. Swigart
Elaine M. Swigart

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of APRIL, 1997, by CARL L. + ELAINE M. SWIGART.



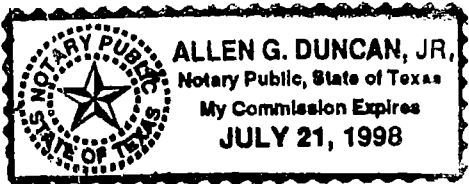
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 21, Block 6

+ Stanton L. Kilgore
Stanton L. Kilgore
+ Kathleen A. Kilgore
Kathleen A. Kilgore

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of APRIL, 1997, by STANTON L. + KATHLEEN A. KILGORE



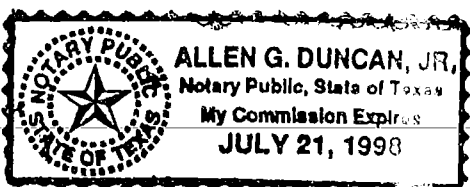
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 7, Block 10

+ Kenneth Harvey
Kenneth Harvey
+ Kathryn R. Harvey
Kathryn R. Harvey

STATE OF TEXAS
COUNTY OF KERR

The foregoing instrument was acknowledged before me on the 8th day of APRIL, 1997, by KENNETH HARVEY + KATHRYN R. HARVEY



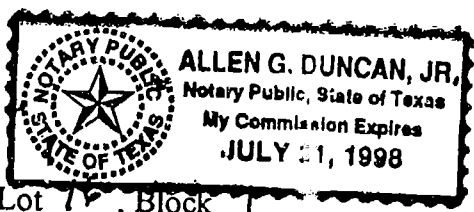
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 4, Block 8

[Signature]
Ross Robinson
Renee Robinson
Renee Robinson

STATE OF TEXAS
COUNTY OF KERR

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



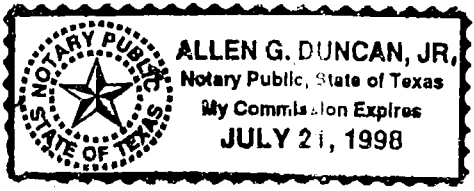
[Signature]
Notary Public, State of Texas

Lot 17, Block 1

[Signature]
John A. Swyers
[Signature]
Sondra Swyers

STATE OF TEXAS
COUNTY OF KERR

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



[Signature]
Notary Public, State of Texas

Lot 10, Block 8

[Signature]
Karen Lee Kessler
Karen Lee Kessler
[Signature]
Benjamin Smith

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

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



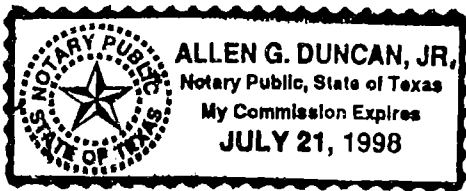
[Signature]
Notary Public, State of ~~Texas~~ WASHINGTON

Lot 6, Block 10

Nora DeSaegher
Nora DeSaegher

STATE OF TEXAS
COUNTY OF KERR

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



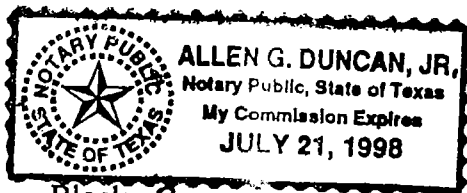
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 11, Block 5

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

STATE OF TEXAS
COUNTY OF KERR

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



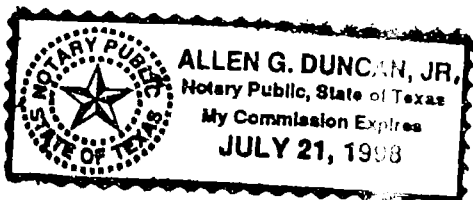
Allen G. Duncan, Jr.
Notary Public, State of Texas

Lot 2, Block 8

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

STATE OF TEXAS
COUNTY OF KERR

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



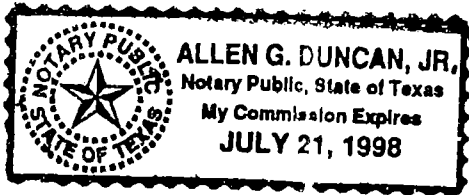
Allen G. Duncan, Jr.
Notary Public, State of Texas

Debbie Stoepele
Debbie Stoepele

Lot 5, Block 10

STATE OF TEXAS
COUNTY OF KERR

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



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

Lot _____, Block _____

STATE OF TEXAS
COUNTY OF KERR

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

Notary Public, State of Texas

Lot _____, Block _____

STATE OF TEXAS
COUNTY OF KERR

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

Notary Public, State of Texas

FIDELITY ABSTRACT AND TITLE CO. ✓
Ph 896-4311 Kerrville, Texas
AFTER RECORDING, RETURN TO:
Oak Hollow Homeowners Association
638 Oak Hollow Dr.
Kerrville, TX 78028

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 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

JUL 08 1997



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 907 PG 372
RECORDING DATE

JUL 08 1997



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
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OakHollow110102Amend

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

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

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

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

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

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

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

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

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

OakHollow110102Amend

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

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

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

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

OakHollow110102Amend

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

OakHollow110102Amend

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

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

Oak Hollow Estates Homeowners Association

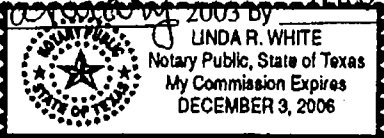
By: Paul J. Keenan, President

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filmed
as
filed

OakHollow110102Amend


ACKNOWLEDGMENT

State of Texas §
County of Kerr §

This Instrument Was Acknowledged Before Me on this the 11th day of January, 2003 by Mary M. Dobbins Delaney A. Dobbins

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


ACKNOWLEDGMENT

State of Texas §
County of Kerr §

This Instrument Was Acknowledged Before Me on this the 11th day of January, 2003 by Dale S. Fogarty Shirley Wade Fogarty

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

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

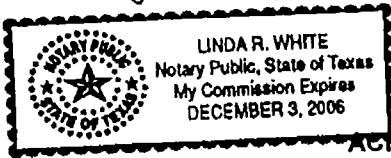
This Instrument Was Acknowledged Before Me on this the 11th day of January, 2003 by Marilyn A. McCambles John D. McCambles

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

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

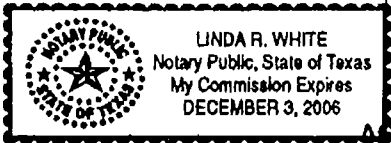


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



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

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



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

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

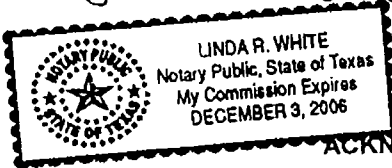


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

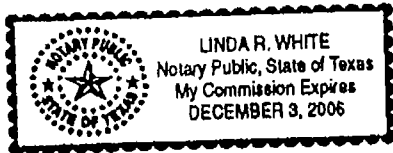


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



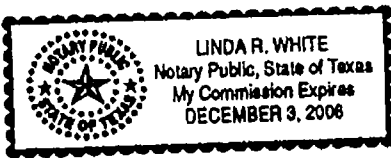
Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



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

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

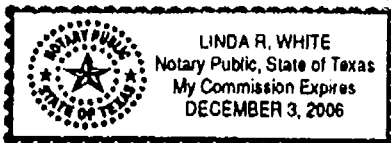


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



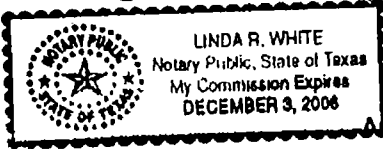
Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

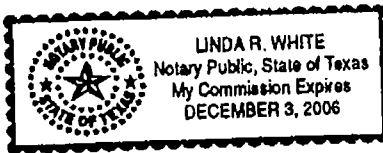


Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

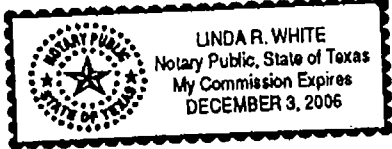


Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



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

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

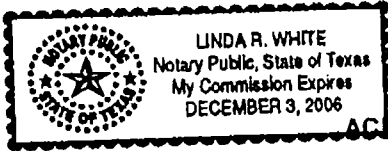


Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

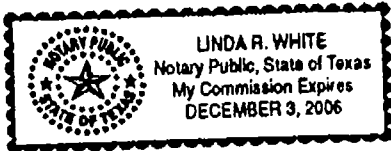


Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



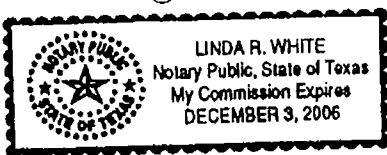
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Aamend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

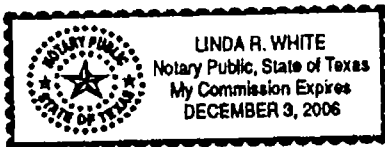


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

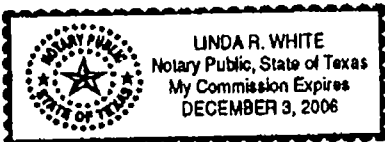


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



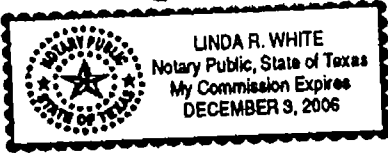
Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

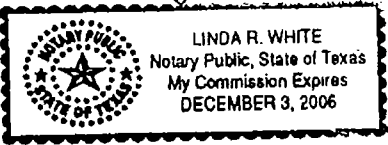


Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



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

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



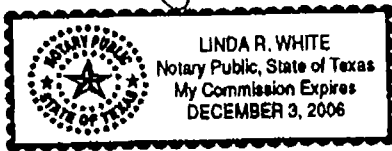
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

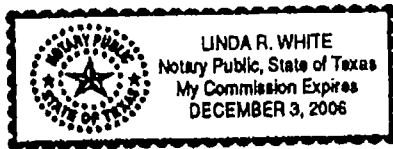


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

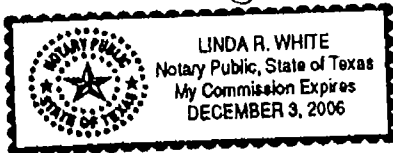


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



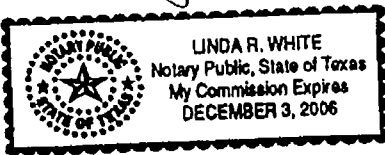
Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

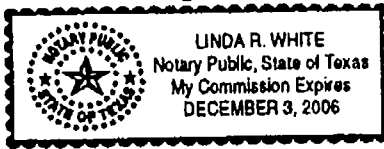


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

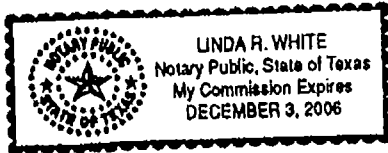


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



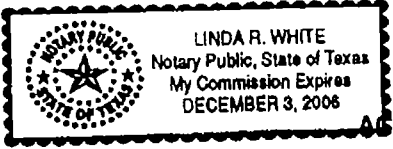
Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

This Instrument Was Acknowledged Before Me on this the 19th day of January, 2003 by Debbie Stoepel

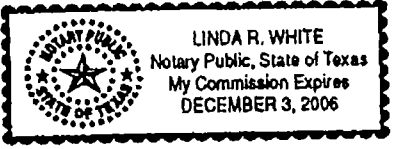


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

This Instrument Was Acknowledged Before Me on this the 19th day of January, 2003 by Walter A. Reed
Annette M. Reed

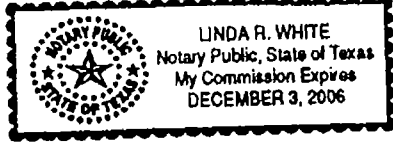


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



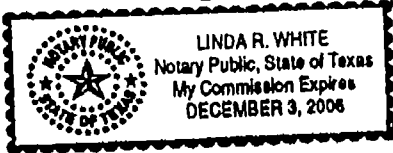
Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

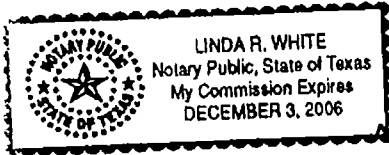


Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

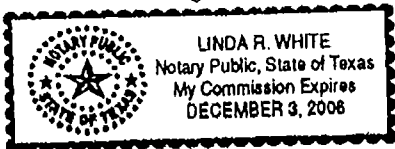


Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



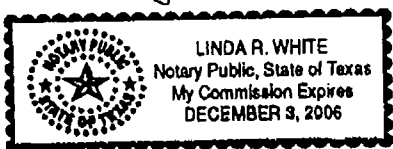
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

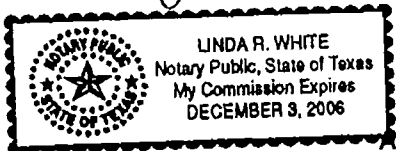


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

This Instrument Was Acknowledged Before Me on this the 12th day of January, 2003 by Betsabe Weisman
Mark A. Weisman

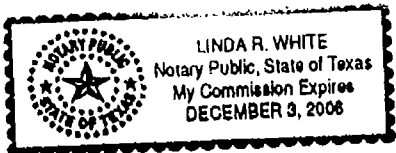


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



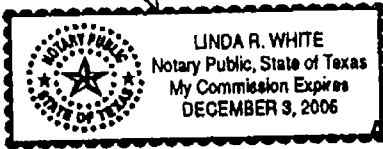
Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

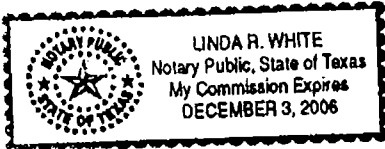


Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



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

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



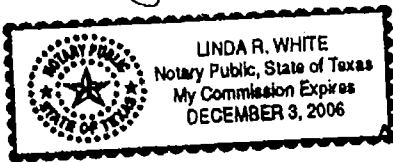
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

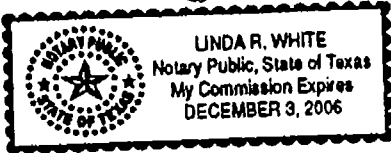


Linda R. White
Notary Public, State of Texas
Printed name: _____
My commission expires: _____

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



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

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

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

OakHollow.110102Amend

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

AMENDMENT of BY-LAWS OF OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION

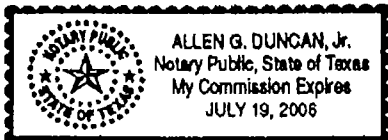
Executed and adopted by the undersigned Lot Owners as of the date of their respective acknowledgments, but effective October 1, 2002.

Table with 3 columns: Name of Lot Owner(s), Lot or Lots Owned, Signature(s). Row 1: KJN Enterprises, Block 7, Lots 9, 10, 11, Kalman J. Nyitrai, MHA CON, Beverly J. Nyitrai, SEC.

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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



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

OakHollow.110102Amend

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

AMENDMENT of BY-LAWS OF OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION

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

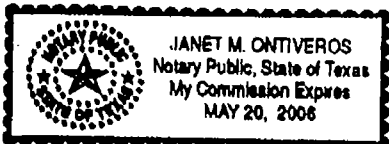
Table with 3 columns: Name of Lot Owner(s), Lot or Lots Owned, Signature(s). Row 1: Foodway Homes, Block 6 Lots 6, 7, 16, 17, Block 8, Lot 1, [Signature].

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

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



[Signature]
Notary Public, State of Texas
Printed name: JANET M. ONTIVEROS
My commission expires: May 20, 2006

OakHollow.110102Amend

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

AMENDMENT of BY-LAWS OF OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION

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

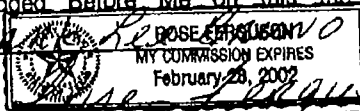
Table with 3 columns: Name of Lot Owner(s), Lot or Lots Owned, Signature(s). Row 1: Frank Lee Bruno, Block 7, Lot 8, [Signature]. Rows 2-6 are blank.

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

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



Notary Public, State of Texas
Printed name: ROSE FERGUSON
My commission expires: 02/28/03

OakHollow110102Amend

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

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

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

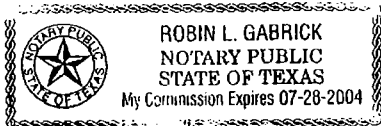
<u>Name of Lot Owner(s)</u>	<u>Lot or Lots Owned</u>	<u>Signature(s)</u>
1. <u>(BCI)</u> <u>Buck Buchanan</u>	<u>Block 6</u> <u>Lots 10, 11, 19</u> <u>23, 28, 29, 30</u>	<u>Thomas W. Lyfe, Pres.</u>
2. <u>Construction Inc</u>	<u>32</u>	<u>Thomas W. Lyfe, 11</u>
3. _____	<u>Block 8</u> <u>Lots 9, 11,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

ACKNOWLEDGMENT

State of Texas
County of Kerr

§
§

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



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

OakHollow110102Amend

ACKNOWLEDGMENT

State of Texas §
County of Kerr §

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

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

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

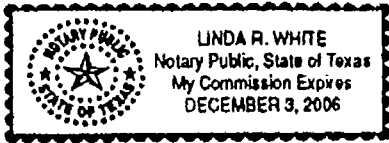
Corporate Acknowledgment

JAN 13 2003

State of Texas §
County of Kerr §

JANNETT PIEPER
Clerk County Clerk, Kerr County, Texas
Sheila Thompson

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



Linda R. White
Notary Public, State of Texas

filed by + return to:
Mark Andrews
500 Main St., Ste A
Kerrville, TX 78028

Acknowledgment

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

RECORD Real Property
VOL. 1241 PG. 66
RECORDING DATE

JAN 14 2003

JAN 14 2003



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS



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.

02256

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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)

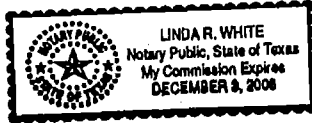
COUNTY OF KERR)

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

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.

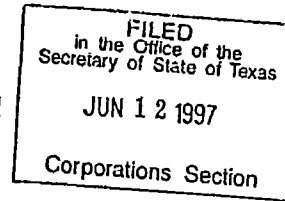
FILED FOR RECORD
at 10:40 o'clock A.....M

MAR 07 2005

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Jannett Pieper 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 Witteman	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

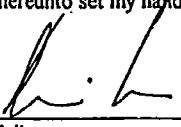
The Association shall be entitled to indemnify its officers, directors, and those acting on its behalf, including members of an Architectural Control Committee or other similar committee, to the fullest extent allowed by the Texas Non-Profit Corporation Act or other applicable law.

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.



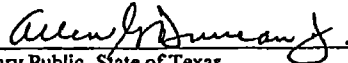
Christopher Udell

THE STATE OF TEXAS

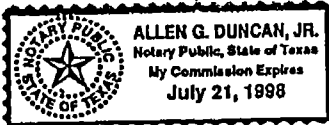
COUNTY OF KERR

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 "**OIHA**" 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 al 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 of 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

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

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

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 Lipsch
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1419 PG 431
RECORDING DATE

MAR 08 2005



Janet Lipsch
COUNTY CLERK, KERR COUNTY, TEXAS

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

AMENDED MANAGEMENT CERTIFICATE

Revised 2011

Refer back to Volume 1419, p.431, File #2256-05 for previous version

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.

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 (Superseding 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

Refer back to the original Management Certificate, Vol 1419, p.431, File # 2256-05 for the true and correct copies of the Articles of Incorporation and the Bylaws of the Oak Hollow Estates Homeowners Association, Inc., known as Exhibits "A" and "B", respectively.

A true and correct copy of the Policy Guidance Handbook of the Oak Hollow Homeowners Association, Inc. is attached hereto as Exhibit "C".

Due to state law effective January 1, 2012, the following addendum, attached hereto as Exhibit "D", is added to the Oak Hollow Estates Homeowners Association, Inc. CC&Rs, both Sections I and II: Oak Hollow Estates Homeowners Association, Inc. Addendum to CC&Rs per 2011 Texas Property Code.

Due to state law effective January 1, 2012, the following addendum, attached hereto as Exhibit "E", is added to the Oak Hollow Estates Homeowners Association, Inc. Bylaws, both Sections I and II: Oak Hollow Estates Homeowners Association, Inc. Addendum to Bylaws per 2011 Texas Property Code.

Executed this 5th day of October, 2011

Kalman J. Nyitrai
Signature of Officer

Acting President of Oak Hollow Estates Homeowners Association

STATE OF TEXAS)

COUNTY OF KERR)

This instrument was acknowledged before me on October 5, 2011,
2011, by Kalman J. Nyitrai.

Frances M. Foss

Notary Public, State of Texas

After Recording, Return to:
OHEHA, Inc.
658 Oak Hollow Drive
Kerrville, Texas 78028

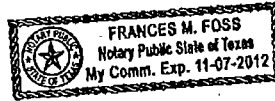
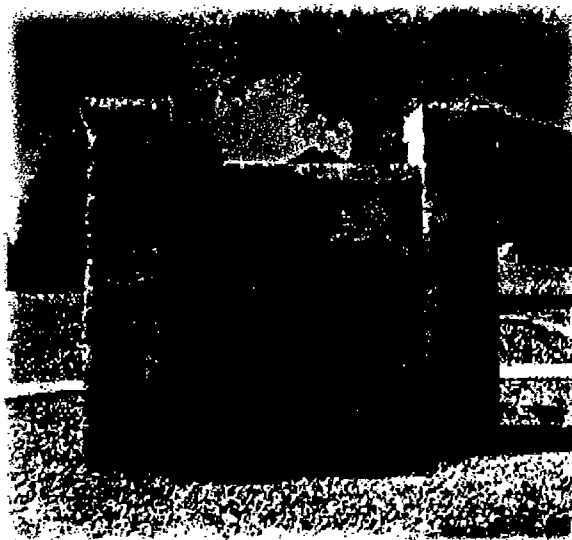


Exhibit "C"

**OAK HOLLOW ESTATES
HOMEOWNERS ASSOCIATION, INC.**

IN THE HEART OF THE TEXAS HILL COUNTRY



POLICY GUIDANCE HANDBOOK

Visit us on the web at www.oakhollowestates.org

This handbook contains implementation policy of certain Articles contained in the Oak Hollow Estates Homeowners Association, Inc. (OHHA) By-Laws and Declaration of Covenants, Conditions and Restrictions (CC&Rs). Where a policy is based on specific guidance contained in the By-Laws or CC&Rs, the prescribing directive is referenced.

This handbook also contains policy, as well as recommendations, that are not specifically addressed in the By-Laws or CC&Rs. In those cases, the guidance is presented in an effort to promote consistency, harmony, and fairness to the community as a whole and individual lot owners alike.

Residents are reminded that the Architectural Control Committee (ACC) must be consulted and approval for the project must be received before initiating any external changes to their property. Requests will be considered on a case-by-case basis. Unfavorable rulings of the ACC may be appealed to the Board of Directors (BOD). In those cases, the resultant decision of the BOD is final.

All policy contained herein has been approved by the OHHA BOD, on September 20, 2011, as authorized by Article IV of the By-Laws.

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Financial

Prescribing Directive: Articles VII and VIII of OHHA By-laws and Article VI of OHHA CC&Rs

A. Budget

The Treasurer will oversee preparation of the annual plan for expenses based on committee needs and/or directives from the BOD. When approved at the annual business meeting of OHHA, this will be the basis for the yearly assessment charged to each homeowner. Included in the plan will be the amount (5% of budget) for contingency expenses. Any surplus checking or operating savings amounts remaining at the close of the prior fiscal year will be shown as an entry carried forward to the new fiscal year. Such amount(s) serve as a credit against anticipated costs of the total budget proposed.

B. Late Charges and/or Unpaid Assessment Interest

Any shareholder paying the annual assessment after the due date shown on the assessment invoice will be charged a late fee of 12% of the amount invoiced. This amount will be added to the assessment charge. Thirty (30) days beyond the original billing date, unless specific arrangements are otherwise made, unpaid assessments and late charges will bear interest accruing monthly at an annual rate of 12%. Actions by Small Claims Court (liens or judgments) will be pursued vigorously when interest charges commence.

ALTERNATE PAYMENT SCHEDULE POLICY

After the budget is passed at the general meeting in mid-April, the invoices for the yearly assessment are mailed to residents before the end of that month. Having given a minimum of 30 days notice, payments are then due May 31st, and are delinquent if not paid by June 1st of each assessment/fiscal year.

With approval prior to June 1st between the treasurer and the owner, delinquent payments may be made under a prorated payment plan. These payments, without penalty, may be made in three equal installments in May, June, and July of the assessment year in question.

As stated in the Texas Property Code: As of August of the year in question, late fees (12%) and interest (12% per annum) may be added as specified in the CC&Rs of the Oak Hollow Estates Homeowners Association, dating from June 1st, July 1st, or August 1st, depending on which month the payment is delinquent. If the total amount is not paid by August 1st, a written notice will be sent giving the owner 30 days to pay in full by September 1st. The notice will also state that the account either will be turned over to a collection agency or a lien will be filed if the account is not paid in full by September 1st.

Any special assessments that are levied will be given the same amount of time between the invoice and the three equal payments as above, provided there is a prior agreement between the treasurer and the owner.

According to Texas Code: If a payment plan is not completed as agreed, Oak Hollow Estates Homeowners Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default. Revised 9/20/2011

C. Copying Policy

Prescribing Directive: Texas Administrative Code Title 1, Part 3, Chapter 70, Rule 70.3

If the Board is asked to provide copies of any records, the following policy will apply:

COPYING POLICY: RESEARCH, REVIEW, PRODUCTION

only	*Standard 8 1/2" x 11" copies, B&W	\$.10 per copy/one side
only	Nonstandard copies - 11" x 17" B&W	\$.50 per copy/one side
	** Labor for locating, compiling, and reproducing public information	\$15.00 per hour

* The charge for standard copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

** The charge for labor includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be billed for requests of 50 pages or less, unless the records to be copied are located in: (A) Two or more separate buildings that are not physically connected with each other; or (B) A remote storage facility. Revised 9/20/2011

D. Capital Improvement Project

The term "Capital Improvement Project" (CIP) refers to the maintenance, repair and/or replacement of existing or original equipment, furniture, facilities, etc. Any expenditure for new facilities or equipment, such as a basketball court or pool shade cover, requires a Special Assessment vote (see Long Range Planning).

E. Rental of Clubhouse and Pool

The clubhouse and pool are intended for association members' use only. There is no charge for OHHA members and their immediate family using these facilities for non-exclusive social purposes. Non-members who are guests of members are allowed to use the clubhouse and pool, provided the number of non-members does not exceed six (6), and only in the company of an adult member. When an association member knows or anticipates this number will be exceeded,

the member must reserve the clubhouse and/or the pool and remit the appropriate rental fee for such exclusive use.

Contact the OHHA Treasurer at least seven (7) days in advance to schedule rentals. If the Treasurer cannot be reached, contact the Vice President. For 1-4 hours the clubhouse rental is \$35; 5-8 hours is \$50; the pool rental is \$45 for 1-4 hours and \$65 for 5-8 hours; both are \$75 for 1-4 hours and \$90 for 5-8 hours. The rental payment is due at the same time of the reservation. **(NOTE: The pool may not be rented for private parties on Memorial Day, Independence Day or Labor Day.)** The OHHA member renting the facility is responsible for the conduct of persons using the facilities, as well as all cleanup and damage repair costs. Revised 9/1/08

F. Transfer Fee and Resale Certificate

The purchaser of a re-sale home or otherwise improved plat will be charged a Transfer Fee of \$50.00 to cover our costs for document reproduction and administrative efforts. The Title Company handling the closing will collect this fee from Purchaser. This collection will not apply to transfers of title from Developer to Contractor. It does apply to transfers of title resulting from new construction being sold by a contractor or developer.

**OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION
RESALE CERTIFICATE
Chapter 207, Texas Property Code
Revised 2011**

*Resale Certificate concerning the Property (including any common areas assigned to the Property) located at _____ (Street Address),
City of Kerrville, County of Kerr, Texas, prepared by the property owners' association ("Association").*

A. The Property is is not subject to a right of first refusal or other restraint contained in the restrictive covenants that restricts the owner's right to transfer the owner's property.

B. The current regular assessment for the Property is \$ _____ per year (May 1 to April 30).

C. A special assessment for the Property due after the date the resale certificate was prepared is \$ _____ payable as follows: _____.

D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$ _____.

E. The capital expenditures approved by the Association for its current fiscal year are \$ _____.

F. The amount of reserves for capital expenditures is \$ _____.

G. Unsatisfied judgments against the Association total \$ _____

H. There are are not any suits pending against the Association. The style and cause number of each pending suit is:

I. The Association's board has actual knowledge has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are:

J. The Association has has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.

K. The Association fees resulting from the transfer of the Property are \$ _____ payable to _____

L. The Association's managing agent is _____ (Name of Agent)

(Mailing Address)

(Telephone)

(Fax Number)

(E-mail address)

M. The restrictions do do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.

N. Required attachments:

1. CC&Rs

5. Current Operating Budget

2. Rules/Policy Guidance Handbook

6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities

3. Bylaws

4. Current Operating Statement

7. Any Governmental Notices of Health or Housing Code Violations

NOTICE: THIS SUBDIVISION INFORMATION MAY CHANGE AT ANY TIME.

(Name of Association)

By: _____

Print Name _____

Title _____ Date _____

Mailing Address _____

E-mail _____

G. General

The Treasurer (OHHA) maintains two separate banking accounts - a Checking Account and a Savings Account. All income, regardless of source, is deposited in a two section Savings Account. One section is used as the repository of general savings and the other the savings deposited for the Capital Improvement Plan (CIP). The CIP fund also includes long-term investments such as Certificate of Deposit. From time to time, transfers of monies from general savings into Checking are made as needed to support monthly expenses.

H. Document Retention Policy

Per Texas Property Code, Chapter 209, Revised 2011

All documents will be retained as follows:

- (1) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;*
- (2) financial books and records shall be retained for a minimum of seven years;*
- (3) account records of current owners shall be retained for a minimum of five years;*
- (4) contracts with a term of one year or more shall be retained for a minimum of four years after the expiration of the contract term;*
- (5) minutes of meetings of the owners and the board shall be retained for a minimum of seven years; and*
- (6) tax returns and audit records shall be retained for a minimum of seven years. Revised 9/20/2011*

Long Range Planning

Prescribing Directive: Article VII, OHHA By-laws, and Article VI, OHHA CC&Rs

The Long Range Planning Committee (LRPC) shall consist of five OHHA homeowners appointed by the OHHA BOD. The LRPC will review the schedule of CIP (maintenance/repair/replacement) items annually. The purpose will be to update the estimated cost of each item coming up for the next fiscal year. If changes need to be made, the LRPC shall revise the affected schedule accordingly.

The LRPC shall be responsible for gathering information annually regarding the community's desire to have any capital improvements made to the community that fall in the category of expenditures requiring a Special Assessment (capital expenses for items not properly a part of the CIP budget for maintenance, repair, or replacement). This committee will review tentative programs or items and determine their relative importance and cost. The committee will then recommend to the BOD which items, if any, are worthy of consideration by the membership. This would be a separate voting/approval process from that of the

normal annual operating budget approval process. Any such items placed before the membership will require a 75% majority vote of those members (to include proxies) present to win approval. If approved, all of the lot owners would then be assessed an equal amount of the cost of the item.

All lot owners are reminded that their individual suggestions and/or opinions are genuinely needed by the committee. Do not wait until the voting date to suggest, complain, or support the items of interest or desirability to you.

Architectural Control

Prescribing Directive: Article VII, OHHA CC&Rs

Any exterior changes to a lot owner's property, dwelling, or any improvements including, but not limited to, changes in paint color and/or roof color, decks, shade covers, satellite dishes, antennas, lighting, propane tanks, or any modification to the land that would affect lot drainage patterns, or any structural modification, must have complete plans and scheduled completion dates submitted to the Architectural Control Committee (ACC) prior to the beginning of work. A letter of approval or denial will then be issued by the ACC. There should be absolutely no work begun on the project prior to receipt of an approval letter.

Care and Appearance of Lot and Structure

Prescribing Directive: Articles VII and VIII, OHHA CC&Rs

Lot owners are expected to maintain their lots and all improvements thereon in a manner that perpetuates the beauty and visual appeal of the area.

A. Occupied lots:

1. Lots with grass yards must be edged and mowed regularly and be weed free. Sufficient ongoing care will be maintained to ensure the continual growth of lawn grasses.
2. Lots with rock will be kept weed free. Any plastic weed barrier will be kept covered.
3. Garbage cans must be stored in such a fashion so as not to be visible from the street. If the garbage cans cannot be stored in the garage, builders and homeowners are required to construct appropriate ACC-approved enclosures alongside the house.
4. Other trash, yard clippings, tree/shrub trimmings, boxes, containers, packing materials, etc., must be stored in such a fashion as to not be visible from the street.

5. Lot owners, who have been cited in writing by the Board for lack of care of lawns, planter beds, etc., will be given 30 days to correct the problem. If not corrected, the Board will have the work done and bill the owner.

TPC Sec 209.006 (a) Before a property owners' association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation of the restrictions or bylaws or rules of the association or its agent must give written notice to the owner by certified mail, return receipt requested.

(b) The notice must (1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner; and (2) inform the owner that the owner: (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (B) may request a hearing under Section 209.007 on or before the 30th day after the date the owner receives notice. Revised 9/20/2011

6. Fences must be maintained and/or replaced as needed.

7. Homeowners are encouraged to comply with city ordinances regarding production and prompt removal of animal waste from their property.

B. Unoccupied Lots:

1. Lots, including easements, will be kept mowed so as to not allow weeds/grasses to exceed two feet in height or the maximum height currently specified in the Kerrville city statutes, whichever is shorter.

2. Tree stumps and other items such as construction materials/debris shall be removed and the lot "smoothed" within two weeks after construction is completed.

Fencing

Prescribing Directive: Article VII, OHHA CC&Rs

A. All fences must be 6 feet high and approved by the ACC. (Garbage can and propane tank enclosures can be shorter than 6 feet high). Some types of fencing, including, but not limited to, chain link, split rail, wood post, picket, wire, and plastic, will not be approved by the ACC.

B. If a wooden gate faces the street, the smooth side of the gate must be on the outside and all portions of the wood fence that face the street must be smooth side out as well. Homeowners might consider having the smooth side of the fence on the outside all around the yard to provide better security, but this is not required.

C. Fencing must extend to property or easement lines.

Auxiliary Structures

Prescribing Directive: Article VII, OHHA CC&Rs

A. All outbuildings must be approved in writing by the ACC. Storage sheds can aesthetically affect both individual property and the neighborhood. As a result, all storage sheds should be compatible with the neighborhood as well as the architecture and landscape surrounding the house. They must be designed to respect the "visual rights" and aesthetic interests of neighborhood properties. They must be screened/shielded from view from the street in front of the house and have minimal impact on adjacent neighbors' views. The ACC will review materials, colors, location, and scale of the proposed addition to determine its compatibility with surrounding structures and sites. Structures deemed visually offensive either to neighbors or the street will not be allowed. The primary concerns are access, view, sunlight, ventilation, and drainage. They will be reviewed on a case-by-case basis.

B. Carports, shaded parking structures, lean-tos, and similar structures are not allowed.

Recreational/Sports Equipment

Prescribing Directive: Article VII, OHHA CC&Rs

Recreational/sport equipment such as basketball hoops and tennis, volleyball, or badminton nets will not be permanently erected or, if movable, placed in any location on the homeowner's lot that is visible from the street. Such equipment may be temporarily erected in the owner's driveway, but must be disassembled or moved back to a location out of sight from the street during periods of non-use. Additionally, play with the items must not interfere with any resident of the community. Playhouses must meet ACC approval, and, if approved, must be well-maintained. Fencing is required to screen the equipment from the view of neighboring property owners.

Parking

Prescribing Directive: Article VII, OHHA CC&Rs

A. Automobiles:

Residents are encouraged to park their automobiles, pick-up trucks, etc. in their garage or driveway. Parking of vehicles in the street at curbside is strongly discouraged. Parking of vehicles in the street facing in the wrong direction is illegal. Parking in the street increases the risk of accidents to children who may not be seen entering the street, from neighbors backing out of driveways across the street, and from general traffic congestion in the street. Further, it creates visual "clutter" and detracts from our neighborhood's pleasant appearance.

B. Trucks:

Semi's, dual, or single axle commercial vehicles weighing in excess of 2 tons are prohibited from parking in the community. Any vehicle that cannot be parked wholly on the homeowner's driveway - or any vehicle that extends onto the sidewalk or street shall not be parked in this community.

C. Recreational:

RVs must be approved by the Architectural Control Committee (ACC). They are prohibited unless stored behind privacy fencing, which must be approved by the ACC. This restriction applies to class "A", "B", and "C" RVs and to pick-up truck campers. Under no circumstances shall a shade structure, roof, lean-to, overhead shield, or carport be allowed for sheltering RVs or other vehicles. Consideration will be given to visiting guests.

D. Boats, Planes, Trailers, Campers, and Motor Homes:

Boats, planes, trailers, campers, and motor homes may not be parked outside the owner's residence for more than 48 hours without prior approval of the ACC. If approved by the ACC, such vehicles may be parked behind privacy fences. Consideration will be given to visiting guests.

E. Environment:

Vehicles leaking oil or hydrocarbon substances on the street are prohibited. The run-off of these materials goes directly into the Guadalupe River, and is a pollution hazard.

Website, Homeowner Directory, & E-mail

Prescribing Directive: None

The Association will maintain an Internet website to keep lot owners informed of BOD minutes, policy changes, monthly financial data, and other items of interest to the community. The website will be updated as necessary, but no less frequently than once monthly to make these notifications in a timely manner. Each homeowner is encouraged to make comments concerning the website and suggest content changes to make it more informative. A member directory will be included within the website and kept current by the webmaster.

E-mail messages will be sent to members in a timely manner to keep everyone informed of upcoming meetings, events, website updates, Neighborhood Watch alerts, etc.

Complaint and Suggestion Procedure

Prescribing Directive: Article IV, OHHA By-laws

A. The Board of Directors is the organizational element responsible for oversight and enforcement of the OHHA By-Laws and CC&Rs.

B. Complaints and suggestions by OHHA residents may be submitted in writing (letter or e-mail), over the phone, or in person to any board member. Letters may be deposited in the mailbox at the Community Center.

C. Residents need not identify themselves in their correspondence. If the resident chooses to be identified, but requests confidentiality in the handling of the complaint, the Board of Directors will make every effort to respect those wishes.

D. The Board of Directors will act promptly on any complaint or suggestion.

E. When appropriate, a written response will be provided to the resident who made the complaint or suggestion. Likewise, when appropriate, the Board of Directors will cause an article addressing the subject of the complaint/suggestion to be placed in the OHHA newsletter.

Pool Rules

Prescribing Directive: Article XIII, OHHA CC&Rs

See next page

SWIMMING POOL RULES

OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION

(The pool normally opens on April 15 and closes on October 15.)

1. There is no lifeguard on duty; swim at your own risk.
2. Pool gate must be kept locked and the key must remain in the custody of the member at all times. Restroom doors are not to be propped open.
3. No infants or non-toilet-trained children are allowed in the pool at any time.
4. Members and guests 15 years and older may swim at any time. Children under 15 must be accompanied by a responsible adult of at least 18 years of age. Children under 15 are *not* allowed in the pool area after 10PM.
5. Pool use is restricted to residents and their guests. Guests must be accompanied by a resident. Unauthorized persons using the pool will be trespassing and may be prosecuted. No more than six guests per household may use the pool at one time. If more than six guests are expected, the pool must be reserved (see#6).
6. Pool parties are not allowed without a prior reservation and a \$45 fee for 4 hours or a \$65 fee for 8 hours, paid in advance. Use of the Clubhouse during pool parties should be restricted to the restrooms unless the Clubhouse is also reserved. You may reserve both the pool and Clubhouse for a \$75 fee for 4 hours or a \$90 fee for 8 hours.
 - a. The pool may be reserved for a maximum of eight (8) hours.
 - b. The resident making the reservation is responsible for any damage and clean up of the pool area.
7. No pets are allowed within the pool enclosure.
8. No breakable containers are allowed within the pool enclosure.
9. All persons using the pool shall remove all of their materials and refuse.
10. Swimming attire is required at all times.
11. Use care when opening and closing the table umbrellas. Close umbrellas after use.
12. These rules, signs posted in the pool area, and common sense shall be observed at all times.
13. The pool telephone is provided for 911 emergency calls only.
14. Vandalism will be reported to the Kerrville Police Department. If the vandals live in Oak Hollow Estates and are members of OHHA, the head of the household will be responsible for repair costs.
15. Violation of any of the above rules and regulations may result in suspension of pool privileges for a period deemed appropriate by the Board of Directors. Following a Board of Directors decision to suspend pool privileges, the resident must relinquish their pool gate key. Refusal to relinquish the key will result in the lock being re-keyed, the cost of which will be billed to the resident, and the resident's loss of pool privileges for the remainder of the year.
16. Only one set of keys is authorized to be issued per lot, and, if the lot is rented, then it is up to the owner to decide if he keeps them or hands them over to the renters.

We, the undersigned residents of Oak Hollow Estates, residing at _____ hereby acknowledge receipt of Pool Gate Key # _____ and Clubhouse Key # _____.

We agree to comply with the pool rules and regulations as stated in this document. Further, we understand that release of the key to any person who is not a resident of Oak Hollow Estates and authorized unescorted access to the pool is a serious violation of policy and will result in suspension of our pool privileges. In the event that I rent this house, I understand I may either retain the key and rights to the pool, or give the key and those rights to the renter, but not both. Lastly, we acknowledge that replacement of a lost key will require a statement of the circumstances regarding its loss and the payment of a \$15.00 fee for the replacement key.

Signature _____ Signature _____ Date _____

Email _____ Phone _____ Revised 6/8/2010

Rental or Leasing of Your Home

Prescribing Directive: Articles I, IX, XIV, and XV OHHA By-Laws

Any Owner that rents or leases his/her home shall:

A. 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 Guidance 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. The Governing Documents may be viewed on our website, <http://www.oakhollowestates.org>.

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

C. 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).

D. Provide to the tenant the Owner's copy of the key(s) to the pool and/or Clubhouse, if desired. Either the owner or the renter may have access to the pool and/or Clubhouse, but not both.

E. 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. (Form on next page)

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

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

See next page for Renter Agreement form

RENTER AGREEMENT

Prescribing Directive: Article V, Paragraph E, OHHA By-Laws

I/We, _____, Owner/s of the house located at:

_____, Oak Hollow Estates, certify that we have given a copy of the Governing Documents, Declaration of Covenants, Conditions and Restrictions for Oak Hollow Estates Section One or Section Two (as appropriate), By-Laws of Oak Hollow Estates Homeowners Association (OHHA), and Oak Hollow Estates Homeowners Association Policy Guidance Handbook, to the renter(s) of our house. (View on <http://www.oakhollowestates.org>)

Further, I/we do hereby certify that I/we have specifically reviewed Article IX, Obligations of Owners, in the By-Laws of OHHA.

OWNER SIGNATURES:

Date _____

House Owner _____ Phone _____

House Owner _____ Phone _____

Current Address _____ e-mail _____

Additionally, I/We do or do not (circle one) relinquish the following keys to our renters and acknowledge that replacement of a lost key will require a statement of the circumstances regarding its loss and the payment of a \$15.00 fee for each replacement key:

Pool Key Number _____ Clubhouse Key Number _____

RENTER SIGNATURES: I/We have received the above listed OHHA documents:

Renter _____ Phone _____

Renter _____ Phone _____

Date _____ e-mail _____

If given the clubhouse and/or pool key, we agree to comply with the pool rules and regulations as stated in the Swimming Pool Rules document to be given to us by the Welcoming Committee and as can be viewed on <http://www.oakhollowestates.org>. Further, we understand that release of the key to any person who is not a resident of Oak Hollow Estates and authorized unescorted access to the pool is a serious violation of policy and will result in suspension of our pool privileges.

Signature - Pool Key _____ Signature - Clubhouse Key _____

Please give the original signed document to one of the members of the Board of Directors.
Revised 6/8/2010

Contractor Rules and Regulations

Prescribing Directive: Article VII, OHHA CC&Rs

A. All building and fencing plans must be submitted to and approved in writing by the Oak Hollow Estates Homeowners Association (OHHA) Architectural Control Committee (ACC) prior to commencing any work. All proposed exterior changes must also be approved in writing by the ACC.

B. All plans must include a plot plan showing the house placement on the lot and showing lot drainage around the house.

C. All new home plans must include provisions for storing garbage cans such that they cannot be seen from the street. Where feasible, a fenced, concrete pad alongside of the house is the preferred solution.

D. The contractor or subcontractors and their employees shall not operate generators, saws, or other loud equipment that may be a nuisance to neighbors earlier than 7:00 A.M. or later than 6:00 P.M. (Monday through Saturday); or earlier than 9:00 A.M. or later than 4:00 P.M. (Sundays). Exceptions to this rule would be work which may be temperature related, such as pouring concrete, which may be performed when necessary.

E. The contractor or subcontractors and their employees shall not play radios so loud that they can be heard by adjacent neighbors, or become a nuisance. The contractor shall also direct his subcontractors and their employees to refrain from using loud, abusive, or profane language.

F. The contractor, subcontractor, and their employees are discouraged from bringing dogs or other pets to the construction site. If necessary to do so, the pets must be kept quiet and on a leash.

G. The contractor and subcontractors shall not store or park construction equipment, backhoes, dump trucks, etc., when they are not being used, on the construction site. This kind of equipment shall be removed within five (5) working days of its last usage.

H. The contractor shall insure that all subcontractor and employee vehicles shall be parked such that they do not block any neighbor's driveway access, that existing driveways are not used for turning around or parking, and that all vehicles are parked on the same side of the street.

I. The contractor shall provide an on-site Dumpster, trailer, or other enclosure in which all scrap materials, cans, sacks, papers, and other debris shall be contained until such materials are hauled off the site. Porta Potties are required by the city.

J. The contractor shall continuously clean up and keep the construction site in an orderly fashion and sweep and/or hose away any dirt that may have been deposited on the street or sidewalk.

K. The contractor shall immediately pick up/clean up any building materials or other materials that blow off the immediate site onto adjacent properties.

L. The contractor shall remove all left over building materials, including bricks, trash, brush, tree branches, tree roots, debris, etc., from the building site and adjacent lots within 24 hours of passing the final building inspection by the City of Kerrville.

If the contractor has any problems complying with any of the above guidelines due to hardship or extenuating circumstances, the OHHA ACC must be contacted to consider an exception to these requirements.

Exhibit "D"

Oak Hollow Estates Homeowners Association, Inc.
Addendum to CC&Rs per
2011 Texas Property Code

*Referenced existing Articles are in regular type, each followed by changes per Texas Property Code in *italics*, effective 9/1/2011.

CC&Rs:

***Article V:** 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. 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.

TPC Sec 209.0059 (a) A provision in a dedicatory instrument that would disqualify a property owner from voting in a property owners' association election of board members or on any matter concerning the rights or responsibilities of the owner is void.

TPC Sec 209.0058 (a) Any vote cast in an election or vote by a member of a property owners' association must be in writing and signed by the member. (b) Electronic votes cast under Section 209.00593 constitute written and signed ballots. (c) In an association-wide election, written and signed ballots are not required for uncontested races.

TPC Sec TPC209.00594 (a) Notwithstanding any other provision of this chapter or any other law, a person who is a candidate in a property owners' association election or who is otherwise the subject of an association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section.

(b) A person other than a person described by Subsection (a) may tabulate votes in an association election or vote but may not disclose to any other person how an individual voted.

(c) Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes under Subsection (b), including a person described by Subsection (a), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

***Article VI Sec H: Effect of Non-Payment of Assessments: The Lien: Remedies of the Association:** Any assessment, annual or special, not paid within thirty days (30) days after its due date shall bear interest from the due date at the 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.

and

***Article VIII Sec C:** Any statement of charge 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.

TPC Sec 209.0062

ALTERNATE PAYMENT SCHEDULE POLICY

After the budget is passed at the general meeting in mid-April, the invoices for the yearly assessment are mailed to residents before the end of that month. Having given a minimum of 30 days notice, payments are then due May 31st, and are delinquent if not paid by June 1st of each assessment/fiscal year.

With approval prior to June 1st between the treasurer and the owner, delinquent payments may be made under a prorated payment plan. These payments, without penalty, may be made in three equal installments in May, June, and July of the assessment year in question.

As stated in the Texas Property Code: As of August of the year in question, late fees (12%) and interest (12% per annum) may be added as specified in the CC&Rs of the Oak Hollow Estates Homeowners Association, dating from June 1st, July 1st, or August 1st, depending on which month the payment is delinquent. If the total amount is not paid by August 1st, a written notice will be sent giving the owner 30 days to pay in full by September 1st. The notice will also state that the account either will be turned over to a collection agency or a lien will be filed if the account is not paid in full by September 1st.

Any special assessments that are levied will be given the same amount of time between the invoice and the three equal payments as above, provided there is a prior agreement between the treasurer and the owner.

According to Texas Code: If a payment plan is not completed as agreed, Oak Hollow Estates Homeowners Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default.

TPC Sec 209.0094 A lien, lien affidavit, or other instrument evidencing the nonpayment of assessments or other charges owed to a property owners' association and filed in the official public records of a county is a legal instrument affecting title to real property.

**Article VIII Sec 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 charge immediately upon receipt thereof.*

TPC Sec 209.006 (a) Before a property owners' association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation of the restrictions or bylaws or rules of the association or its agent must give written notice to the owner by certified mail, return receipt requested.

(b) The notice must (1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner; and (2) inform the owner that the owner: (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (B) may request a hearing under Section 209.007 on or before the 30th day after the date the owner receives notice.

***Article IX:** 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 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.

and

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

TPC Sec 209.0041 (2) (h) Except as provided by this subsection, a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law. If the declaration contains a lower percentage, the percentage in the declaration controls.

***Article XIII Sec II. (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.

TPC Sec 209.005

RETENTION POLICY:

All documents will be retained as follows:

- (1) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;**
- (2) financial books and records shall be retained for a**

- minimum of seven years;*
- (3) account records of current owners shall be retained for a minimum of five years;*
 - (4) contracts with a term of one year or more shall be retained for a minimum of four years after the expiration of the contract term;*
 - (5) minutes of meetings of the owners and the board shall be retained for a minimum of seven years; and*
 - (6) tax returns and audit records shall be retained for a minimum of seven years.*

**COPYING POLICY:
RESEARCH, REVIEW, PRODUCTION**

**Standard 8 1/2" x 11" copies, B&W \$.10 per copy/one side only
Nonstandard copies - 11" x 17" B&W \$.50 per copy/one side only*

*** Labor for locating, compiling, and
reproducing public information \$15.00 per hour*

** The charge for standard copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.*

*** The charge for labor includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be billed for requests of 50 pages or less, unless the records to be copied are located in: (A) Two or more separate buildings that are not physically connected with each other; or (B) A remote storage facility.*

Exhibit "E"

Oak Hollow Estates Homeowners Association, Inc.
Addendum to Bylaws per
2011 Texas Property Code

*Referenced existing Articles are in regular type, each followed by changes per Texas Property Code in *italics*, effective 9/1/2011.

Bylaws:

***Article II Sec 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.

TPC Sec 209.0059 (a) A provision in a dedicatory instrument that would disqualify a property owner from voting in a property owners' association election of board members or on any matter concerning the rights or responsibilities of the owner is void.

TPC Sec 209.0058 (a) Any vote cast in an election or vote by a member of a property owners' association must be in writing and signed by the member. (b) Electronic votes cast under Section 209.00593 constitute written and signed ballots. (c) In an association-wide election, written and signed ballots are not required for uncontested races.

TPC Sec TPC209.00594 (a) Notwithstanding any other provision of this chapter or any other law, a person who is a candidate in a property owners' association election or who is otherwise the subject of an association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section.

(b) A person other than a person described by Subsection (a) may tabulate votes in an association election or vote but may not disclose to any other person how an individual voted.

(c) Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes under Subsection

(b), including a person described by Subsection (a), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

***Article IV Sec 3 (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.

TPC Sec 209.006 (a) Before a property owners' association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation of the restrictions or bylaws or rules of the association or its agent must give written notice to the owner by certified mail, return receipt requested.

(b) The notice must (1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner; and (2) inform the owner that the owner: (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (B) may request a hearing under Section 209.007 on or before the 30th day after the date the owner receives notice.

***Article IV Sec 3 (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.

and

***Article V Sec 7 (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.

TPC Sec 209.005

RETENTION POLICY:

All documents will be retained as follows:

- (1) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;***
- (2) financial books and records shall be retained for a minimum of seven years;***

- (3) *account records of current owners shall be retained for a minimum of five years;*
- (4) *contracts with a term of one year or more shall be retained for a minimum of four years after the expiration of the contract term;*
- (5) *minutes of meetings of the owners and the board shall be retained for a minimum of seven years; and*
- (6) *tax returns and audit records shall be retained for a minimum of seven years.*

**COPYING POLICY:
RESEARCH, REVIEW, PRODUCTION**

**Standard 8 1/2" x 11" copies, B&W \$.10 per copy/one side only
Nonstandard copies - 11" x 17" B&W \$.50 per copy/one side only*

*** Labor for locating, compiling, and
reproducing public information \$15.00 per hour*

** The charge for standard copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.*

*** The charge for labor includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be billed for requests of 50 pages or less, unless the records to be copied are located in: (A) Two or more separate buildings that are not physically connected with each other; or (B) A remote storage facility.*

***Article VIII (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.

TPC Sec 209.0062 ALTERNATE PAYMENT SCHEDULE POLICY

After the budget is passed at the general meeting in mid-April, the invoices for the yearly assessment are mailed to residents before the end of that month. Having given a minimum of 30 days notice, payments are then due May 31st, and are delinquent if not paid by June 1st of each assessment/fiscal year.

With approval prior to June 1st between the treasurer and the owner, delinquent payments may be made under a prorated payment plan. These payments, without penalty, may be made in three equal installments in May, June, and July of the assessment year in question.

As stated in the Texas Property Code: As of August of the year in question, late fees (12%) and interest (12% per annum) may be added as specified in the CC&Rs of the Oak Hollow Estates Homeowners Association, dating from June 1st, July 1st, or August 1st, depending on which month the payment is delinquent. If the total amount is not paid by August 1st, a written notice will be sent giving the owner 30 days to pay in full by September 1st. The notice will also state that the account either will be turned over to a collection agency or a lien will be filed if the account is not paid in full by September 1st.

Any special assessments that are levied will be given the same amount of time between the invoice and the three equal payments as above, provided there is a prior agreement between the treasurer and the owner.

According to Texas Code: If a payment plan is not completed as agreed, Oak Hollow Estates Homeowners Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default.

***Article VIII (B):** Assessments (cont'd): 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.

TPC Sec 209.0094 *A lien, lien affidavit, or other instrument evidencing the nonpayment of assessments or other charges owed to a property owners'*

association and filed in the official public records of a county is a legal instrument affecting title to real property.

***Article X.** 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.

TPC Sec 207.003

**OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION
RESALE CERTIFICATE
Chapter 207, Texas Property Code
Revised 2011**

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at _____ (Street Address), City of Kerrville, County of Kerr, Texas, prepared by the property owners' association ("Association").

- A. The Property _____ is _____ is not subject to a right of first refusal or other restraint contained in the restrictive covenants that restricts the owner's right to transfer the owner's property.
- B. The current regular assessment for the Property is \$ _____ per year (May 1 to April 30).
- C. A special assessment for the Property due after the date the resale certificate was prepared is \$ _____ payable as follows: _____.
- D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$ _____.
- E. The capital expenditures approved by the Association for its current fiscal year are \$ _____.
- F. The amount of reserves for capital expenditures is \$ _____.
- G. Unsatisfied judgments against the Association total \$ _____.
- H. There _____ are _____ are not any suits pending against the Association. The style and cause number of each pending suit is:

I. The Association's board _____ has actual knowledge _____ has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are:

FILED BY AND RETURN TO:

**JULIANNE, L FOLWELL
658 OAK HOLLOW
KERRVILLE, TEXAS 78028**

FILED AND RECORDED
At 9:44 o'clock A M
STATE OF TEXAS
COUNTY OF KERR



OCT 05 2011

I hereby certify that this instrument was filed in the file numbered
sequence on the date and time stamped herein by me and was duly
recorded in the Official Public Records of Kerr County Texas.

Janett Pieper, Kerr County Clerk

By Amakeller Deputy

1736

CONFIRMATION OF DEDICATION TO THE PUBLIC
OF THE STREETS, ALLEYS AND EASEMENTS
IN OAK HOLLOW ESTATES

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR *

THAT, by a certain Deed of Trust dated June 20, 1985, recorded in Volume 330, at Page 110, of the Real Property Records of Kerr County, Texas, 1ST PARAGON CONSTRUCTION, INC., a Texas corporation, as Grantor, conveyed to JAMES A. CHILDRESS of San Saba County, Texas, as Trustee for the benefit of HEART O' TEXAS SAVINGS ASSOCIATION, certain property as described therein and more particularly described herein in Exhibit "A" which is attached hereto and incorporated herein for all purposes ("Property") for the purposes of securing and enforcing payment of a certain note described in said Deed of Trust above referenced; and

WHEREAS, 1ST PARAGON CONSTRUCTION, INC. caused a portion of the Property to be subdivided and platted into a subdivision known as OAK HOLLOW ESTATES, ("Subdivision") the plat of same being dated October 23, 1985, and filed of record in Volume 5, at Page 179 of the Plat Records of Kerr County, Texas ("Plat"); and

WHEREAS, 1ST PARAGON CONSTRUCTION, INC. as part of the platting process dedicated all streets, alleys and easements as shown on the plat of the Subdivision to the City of Kerrville for use by the public as therein provided on said Plat; and

WHEREAS, by a certain Substitute Trustee's Deed dated October 7, 1986, recorded in Volume 399, at Page 769 of the Real Property Records of Kerr County, Texas, HEART O' TEXAS SAVINGS ASSOCIATION through foreclosure of the Deed of Trust lien hereinabove described, became the owner of the Property SAVE AND EXCEPT certain lots in the Subdivision as more particularly described in the Substitute Trustee's Deed; and

WHEREAS, AMWEST SAVINGS ASSOCIATION, a Texas Savings and Loan Association, formerly known as Olney Savings and Loan Association ("Amwest") as Assignee from the Federal Savings and Loan Insurance Corporation as Receiver of Heart O' Texas Savings Association subsequently became the owner of the majority of the Property including all of the streets, alleys and easements contained in the Subdivision; and

WHEREAS, by Special Warranty Deed dated January 22, 1992, of record in Volume 624 at Page 187 of the Real Property Records of Kerr County, Texas, Amwest conveyed, among other property, all of the lots in the Subdivision that it then owned, including all of

Amwest's right, title and interest in and to any adjacent streets, roads, alleys, easements and rights-of-way, to J. W. FRANKLIN ("Franklin") and JOHN S. McCORMAC ("McCormac"); and

WHEREAS, to insure continued dedication of the streets, alleys and easements to the City of Kerrville for public use, Amwest, Franklin and McCormac desire to reconfirm the dedication and to subordinate their respective interests in the streets, alleys and easements in the Subdivision to the dedication of same to the City of Kerrville for public use.

NOW THEREFORE, in consideration of the premises, AMWEST SAVINGS ASSOCIATION, J. W. FRANKLIN and JOHN S. McCORMAC hereby reconfirm the dedication of the streets, alleys and easements contained in Oak Hollow Estates, a subdivision situated in Kerr County, Texas, as such streets, alleys and easements are shown on the subdivision plat of same of record in Volume 5, at Page 179 of the Plat Records of Kerr County, Texas, and further subordinate any and all of their respective interests in said streets, alleys and easements to the right of the public to use same, which reconfirmation and subordination shall be binding upon the parties hereto, and their respective heirs, successors and assigns.

EXECUTED the 6th day of March, 1992.

AMWEST SAVINGS ASSOCIATION

By: [Signature]
Name: Kenneth R. Mitchell
Title: Vice President

[Signature]
J. W. FRANKLIN
[Signature]
JOHN S. McCORMAC

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

STATE OF TEXAS *

COUNTY OF DALLAS *

This instrument was acknowledged before me on the 10th day of March, 1992, by Kenneth R. Mitchell, Vice President of AMWEST SAVINGS ASSOCIATION, on behalf of said association.

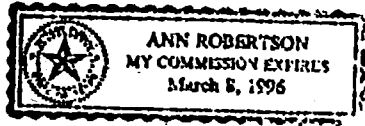


Nora R. Lenhart
Notary Public, State of Texas
My commission expires: 10.01.95
Nora R. Lenhart
Notary's printed name

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 6th day of March, 1992, by J. W. FRANKLIN.



Ann Robertson
Notary Public, State of Texas
My commission expires: _____

Notary's printed name

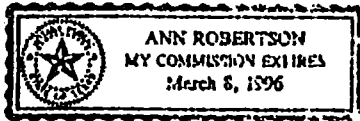
STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 6th day of March, 1992, by JOHN S. McCORMAC.

Ann Robertson
Notary Public, State of Texas
My commission expires: _____

Notary's printed name _____



PREPARED IN THE OFFICE OF:

H. RITMAN JONS
Attorney-at-Law
829-B Main Street
Kerrville, Texas 78028
(512) 896-8383

RETURN TO:
KERRVILLE TITLE COMPANY
1711 W. Hwy Baker
Kerrville, Texas 78028

Filed By
Kerrville Title Company.

Any provision 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 captioned above by me and was so RECORDED in the Special Public Records of Kerr County Texas on

MAR 11 1992



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD

at 11:51 o'clock AM

MAR 11 1992

PATRICIA DYE

Clerk County Court, Kerr County, Texas
By William H. Baker

RECORDED IN Real Property
FILE DATE: Mar 11 1992
FILE TIME: 11:51 O'CLOCK A M
VOL. 629 PAGE 594
RECORDING DATE

MAR 11 1992



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY William H. Baker
Deputy

EXHIBIT "A"TRACT ONE:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 26.33 acres of land out of Original Survey No. 148, John A. Southmayd, Abstract No. 288; about 2 1/2 miles S. 10° E. from the Court House the County Seat at Kerrville, Texas, being out of that 26.33 acre portion of Tract No. 4 of the James Holliman Estate property which 26.33 acre tract was conveyed as the Third Tract in deed from Susan I. Holliman to Robert H. Holliman by deed dated January 28, 1949, of record in Volume 89 at Page 172 of the Deed Records of Kerr County, Texas, and the herein described tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron stake at a fence corner where the SE line of aforesaid 26.33 acre Robert H. Holliman tract intersects the SW line of 120 foot wide right-of-way of State P.M. Highway No. 689, for the East corner of this tract, said corner being located approximately 1888.5 feet S. 45° W. and 1177 feet S. 45° E. from the upper or North corner of Original Survey No. 148, John A. Southmayd, Abstract No. 288;

THENCE with the SE line of said Robert H. Holliman 26.33 acre tract, S. 45° 05' W., 3617.5 feet to an iron stake and fence corner, the South corner of said 26.33 acre tract;

THENCE N. 45° W. 293.3 feet to an iron stake, and fence corner, the West corner of said 26.33 acre tract;

THENCE N. 45° 02' E., 3614.1 feet to an iron stake, and fence corner, in the SW right-of-way line of said highway;

THENCE with the SW line of said highway S. 44° 19' E., 227.3 feet to the North corner of a 0.4 acre well tract, out of this tract;

THENCE with the SW line of said highway S. 49° 42' E., 69.7 feet to the PLACE OF BEGINNING.

TRACT TWO:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being .25 acre of land out of Original Survey 148, John A. Southmayd, Kerr County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a fence corner in the NW line of that 26.55 acre tract of land conveyed to George M. Holliman by Susan I. Holliman by deed of record in Volume 88, Page 263, Deed Records of Kerr County, Texas, set 343 feet S. 45° 05' W. of its North corner;

THENCE S. 45° 05' W. 112 feet to a fence corner set for the West corner of this tract;

THENCE S. 45° E. 130.2 feet to a fence corner set for the South corner of this tract;

THENCE N. 45° 05' E. 112 feet to a fence corner set for the East corner of this tract, this last course being the Northwest line of a 40 foot roadway;

THENCE N. 45° W. 130.2 feet to the place of BEGINNING; this tract containing .25 acre of land. Variation 10° East; being the same and identical property conveyed to Robert H. Holliman and wife, Ida Holliman by R. A. Renschel by deed dated March 4, 1957, recorded in Volume 101, Page 195, Deed Records of Kerr County, Texas, to which instruments and their records reference is here made for all purposes, together with all improvements situated thereon.

TRACT THREE:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 14.9 acres out of Original Survey No. 148, John A. Southmayd, Abstract No. 288, and being out of that 24.56 acre tract which was conveyed from George H. Sessums, et ux, to Guy M. Dean, Jr. and wife, Doris E. Dean, by deed dated July 27, 1965 of record in Volume 221 at Page 468 of the Deed Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at an iron stake set for the South corner of said 24.56 acre tract, located 597.5 feet N.45°W. from an iron stake, the South corner of Scenic Loop Estates Section One, plat of which, dated August 31, 1978, is recorded in Volume 4 at Page 141 of the Plat Records of Kerr County, Texas, which South subdivision corner is located approximately 5486 feet S.45°W. and 1470 feet S.45°W. from the North corner of said Survey No. 148, John A. Southmayd;

THENCE with the Southeast line of said 24.56 acre tract, N.45°02'E. 2212.6 feet to an iron stake, set for the South corner of that 7.9 acre tract which was conveyed from Guy M. Dean and wife, Doris E. Dean to Richard E. Cremer and wife, Bernadine A. Cremer, by deed dated December 31, 1980 of record in Volume 243 at Page 95 of the Deed Records of Kerr County, Texas;

THENCE with the SW line of said 7.9 acre tract, N.45°00'W. 294.0 feet to an iron stake, set for its West corner, in the Northwest line of said 24.56 acre tract;

THENCE with the Northwest line of said 24.56 acre tract, S.45°W. 2212.3 feet to an iron stake, its West corner;

THENCE with the Southwest line of said 24.56 acre tract, S.44°55'E. 291.2 feet to the PLACE OF BEGINNING, and being the same and identical property described as Tract One in that certain Warranty Deed dated December 30, 1983, from GUY DEAN, JR. to RICHARD E. CREMER and wife, BERNADINE A. CREMER, duly recorded in Volume 288, Page 568, Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

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 his or its expense, all such claims which may arise.

20. ENFORCEMENT

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

firms or corporations owning any property in the subdivision.

21. SEVERABILITY

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

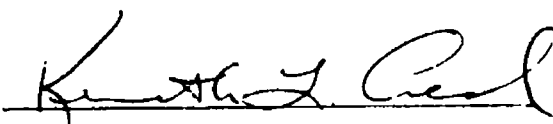
22. HOMEOWNER'S ASSOCIATION

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

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

RIVER COUNTRY DEVELOPMENT, L.C.

By:


KENNETH L. CREAL

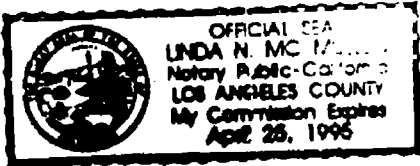
RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

APPROVED BY MORTGAGEE:

By: _____

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

This instrument was acknowledged before me this 27th day of October, 1992, by Kenneth L. Cread, General Manager, of RIVER COUNTY 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

Filed by

After Recording Return To:

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

Prepared in the Law Office of:

NAGLE & NAGLE
Attorneys at Law
820 Main Street
Suite 205
Kerrville, TX 78028
255 7500

FILED FOR RECORD

11:15 o'clock *A* M

NOV 5 1992

PATRICIA DYE

Clerk County Court, Kerr County, Texas

Patricia Dye

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

Notary Public for the State of Texas, My Commission Expires on the 15th day of August, 1995. My Notary Public Number is 123456789. My Notary Public Office is located at 123 Main Street, Kerrville, Texas 78028.

NOV 5 1992

NOV 5 1992



PATRICIA DYE
COUNTY CLERK KERR COUNTY

BY *Patricia Dye*
Deputy



Patricia Dye

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

THENCE, crossing said Oak Valley Drive, S. 56 deg. 15' 03" E. 50.99 ft. to a 1/2" iron stake in concrete in the southeast right-of-way line of said Oak Valley Drive at the west corner of Lot No. 8, in Block 5, of said Oak Hollow Estates Section One;

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

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

THENCE, along the northwest line of Lots No. 28, No. 30 and No. 32: S. 45 deg. 04' 03" W. 91.13 ft. to a 1/2" iron stake; and S. 45 deg. 06' 06" W. 198.91 ft. to the west corner of said Lot No. 28 in the northeast right-of-way line of Nugent Street, a fifty (50) ft. wide public street;

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

THENCE, along the northwest line of Lots No. 4, No. 6, No. 8, No. 10, No. 12, No. 14, No. 16, No. 18, No. 20, No. 22, No. 24 and No. 26 of said Scenic Loop Estates Section One: S. 45 deg. 06' 05" 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. 520.01 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.

THE STATE OF TEXAS
COUNTY OF KERR

X
KNOW ALL MEN BY THESE PRESENTS;
X

This Agreement made this 15th day of April, 1980, by and between A. N. HORSMAN and wife, PEARL B. HORSMAN, hereinafter called "HORSMAN", and GUY W. DEAN, JR. and wife, DORIS E. DEAN, hereinafter called "DEAN", for the mutual promises and consideration hereinafter expressed.

WHEREAS, HORSMAN owns a certain tract of land in Kerr County, Texas, being in the John A. Southmayd original survey No. 148, Abstract No. 288, which said property bounds on its northwest side with a certain tract of land owned by DEAN; and

WHEREAS, DEAN has by deed conveyed an undivided one-half (1/2) interest in the waterwell the subject of this agreement to HORSMAN, a copy of which is attached hereto as "EXHIBIT A" and incorporated by reference herein; and

WHEREAS, the cost of the casing and equipment in said well has been shared equally by both parties; and

WHEREAS, both parties desire to produce and use water from said waterwell; and

WHEREAS, it would benefit both parties' use of said waterwell to have a waterline running from said well that both parties can connect to and use; and

WHEREAS, HORSMAN has granted to DEAN, his successors and assigns a water line easement across a portion of HORSMAN'S aforesaid land, a copy of which is attached hereto as "EXHIBIT B", incorporated by reference herein.

IT IS THEREFORE AGREED AS FOLLOWS;

1. Each party shall have the right to connect to the pipeline herein described and to use water therefrom.
2. HORSMAN and DEAN shall share equally all costs associated with putting and keeping the well in operation, the costs of purchasing the necessary pipe and fittings, and the costs of laying the pipeline.

3. Actual ownership of necessary materials shall be joint and equal.

4. Each party shall be solely responsible for his own connections to the pipeline.

This Agreement constitutes the sole and complete agreement between the parties regarding this matter and superseded any oral agreement heretofore made.

If any one or more provisions of this agreement shall be held to be void or unenforceable, it is the intent of the parties that the remaining provisions shall stay in full force and effect.

As used herein, gender shall mean either male or female or both, and singular shall include plural.

EXECUTED in duplicate this the 15th day of April, 1980.

Guy W. Dean, Jr.
GUY W. DEAN, JR.

A. N. Horsman
A. N. HORSMAN

Doris E. Dean
DORIS E. DEAN

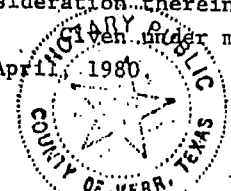
Pearl B. Horsman
PEARL B. HORSMAN

THE STATE OF TEXAS X
COUNTY OF KERR X

Filed 24 Day of April A.D. 1980
ERMAE M. WICKNER, a. 3:55 P.M.
Clerk County Court, Kerr County, Texas
By Patricia Dyer Deputy

BEFORE ME, the undersigned authority, on this day personally appeared GUY W. DEAN, JR. and wife, DORIS E. DEAN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15th day of April, 1980.

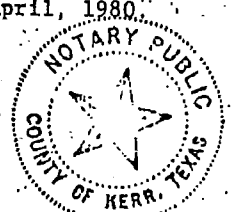


Rae Lynn Tennison
Rae Lynn Tennison, Notary Public in
and for Kerr County, Texas.
My Commission Expires: 12/19/81

THE STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared A. N. HORSMAN and wife, PEARL B. HORSMAN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15th day of April, 1980.



Rae Lynn Tennison
Rae Lynn Tennison, Notary Public in
and for Kerr County, Texas.
My Commission Expires: 12/19/81

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF KERR

X
X

KNOW ALL MEN BY THESE PRESENTS:

That we GUY W. DEAN, JR. and wife, DORIS E. DEAN, of the County of Kerr and State of Texas for and in consideration of the sum of TEN AND NO/100--(\$10.00)--DOLLARS and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto A. N. HORSMAN and wife, PEARL B. HORSMAN of the County of Kerr and State of Texas, a one-half (1/2) interest in and to the waterwell situated on the following described property, to-wit:

Description of a 50.0 x 50.0 foot tract of land out of the John A. Southmayd Survey No. 148, being also out of a certain 24.56 acre tract conveyed to Guy W. Dean, Jr. by deed recorded in Volume 121, Page 468 of the Deed Records of Kerr County, Texas;

BEGINNING at the corner of a chain-link fence in the Southeast property line of said 24.56 acre tract and located S. 45°02' W. 222.31 feet from its East Corner;

THENCE continue along Southeast line, S. 45°02' W. 50.0 feet to a point for the South Corner of this tract;

THENCE N. 45°00' W. 50.0 feet to a point for the West Corner of this tract;

THENCE N. 45°02' E. 50.0 feet to a point in a chain-link fence for the North Corner of this tract;

THENCE with said chain-link fence, S. 45°00' E. 50.0 feet to the place of BEGINNING and containing 0.057 acres of land more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs and assigns forever; and they do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 15th day of April, 1980.


GUY W. DEAN, JR.


DORIS E. DEAN

THE STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared GUY W. DEAN, JR. and wife, DORIS E. DEAN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15th day of April, 1980.



Rae Lynn Tennison
Rae Lynn Tennison, Notary Public
in and for Kerr County, Texas.
My Commission Expires: 12/19/81.

"EXHIBIT B"

EASEMENT

VOL. 234 PAGE 62

THE STATE OF TEXAS
COUNTY OF KERR

X
X

KNOW ALL MEN BY THESE PRESENTS:

That we, A. N. HORSMAN and wife, PEARL B. HORSMAN, of Kerr County, Texas, for and in consideration fo the sum of TEN AND NO/100-- (\$10.00)--DOLLARS and other good and valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, and CONVEY unto GUY W. DEAN, JR. and wife, DORIS E. DEAN, of Kerr County, Texas, an easement, for the purposes hereinafter specified, over, across, through and under the following described real property located in Kerr County, Texas, to-wit:

An easement for a water line out of the A. N. Horsman property, in Original Survey No. 148, John A. Southmayd, Abstract No. 288, in Kerr County, Texas, being a strip of land 10 feet wide, lying along and adjacent to the NW boundary line of said A. N. Horsman property, comprising 0.23 acre of land, and being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at the East corner of that certain Six (6) acre tract of Guy W. Dean, also being the West corner of his 50 foot by 50 foot water well lot, in the NW boundary line of the A. N. Horsman property, said corner being located 224.7 feet S.45°02'W, from the North corner of the said A. N. Horsman property in the SW line of 120 foot wide right of way of Texas State Highway No. 173;

THENCE with the NW line of said A. N. Horsman property and SE line of said Guy W. Dean Property, S.45°02'W, 1000 feet to a point 10 feet past the South corner of aforesaid six (6) acre tract;

THENCE S.44°58'E. 10 feet;

THENCE N.45°02'E. 1000 feet;

THENCE N.44°58'W. 10 feet to the place of beginning.

for the benefit of and as an easement appurtenant to that land in the County of Kerr, State of Texas, described as:

SEE "EXHIBIT A" ATTACHED HERETO AND
INCORPORATED BY REFERENCE HEREIN.

This easement is granted for the purposes of allowing Grantees, their heirs and assigns, to construct, lay, install, maintain, operate, connect to and use a water pipeline on the herein described premises and same extends to Grantees, their agents, employees,

workmen, and representatives the right of egress, and regress in, along, upon and across said premises for the purposes herein set out.

TO HAVE AND TO HOLD the same unto the said Grantees, their heirs and assigns as aforesaid for the purposes aforesaid the premises herein described.

A. N. Horsman
A. N. HORSMAN

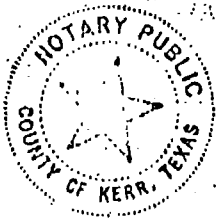
Pearl B. Horsman
PEARL B. HORSMAN

THE STATE OF TEXAS X

COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared A. N. HORSMAN and wife, PEARL B. HORSMAN known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15th day of April, 1980.



Rae Lynn Tennison
Rae Lynn Tennison, Notary Public in
and for Kerr County, Texas.
My Commission Expires: 12/19/81

TRACT 1:

All that certain tract or parcel of land lying and being situated in the County of Kerr, and State of Texas, comprising 6 acres of land out of Original Survey No. 148, John A. Southmayd, Abstract No. 288, about 2½ miles S. 10° E. from the Courthouse the County Seat at Kerrville, Texas, being out of that 24.56 acre portion of the James Hollimon Estate property which 24.56 acre portion was conveyed from George E. Sessums, et ux to Guy W. Dean, Jr., et ux, by Deed dated July 27, 1965, of record in Volume 121 at Page 468 of the Deed Records of Kerr County, Texas, and the herein described tract being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at an iron stake in the Southeast line of aforesaid Guy W. Dean, Jr. 24.56 acre tract, for the East corner of this tract and the South corner of a separate 1.51 acre tract out of said 24.56 acres, said corner being located 224.7 feet S. 45°02' W. from the East corner of said Guy W. Dean Jr. 24.56 acre tract (in the SW line of 120 foot wide right of way of Texas F.M. Highway No. 689), and said beginning corner being located approximately 2100 feet S. 45° W. and 880 feet S. 45' E. from the upper or North corner of Original Survey No. 148 John A. Southmayd, Abstract No. 288;

THENCE with the SE line of the Guy W. Dean, Jr., 24.56 acre tract S. 45°02' W 990.0 feet to an iron stake for the South corner of this tract and the East corner of a separate one acre tract out of said 24.56 acres;

THENCE N. 45°00' W. 293.6 feet to an iron stake set for the West corner of this tract in the SE line of a 30 foot wide strip of land reserved for private access roadway;

THENCE along a line parallel to and 30 feet from the NW line of the aforesaid Guy W. Dean, Jr., 24.56 acre tract, N. 45°01' E. 990.0 feet to an iron stake for the North corner of this tract;

THENCE S. 45°00' E. 264.2 feet to the place of beginning.

TRACT 2:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising one acre of land out of Original Survey No. 148, John A. Southmayd, Abstract No. 288, about 2-1/2 miles S. 10° E. from the Court House of the County Seat at Kerrville, Texas, being out of that 24.56 acre portion of the James Hollimon Estate property which 24.56 acre portion was conveyed from George E. Sessums, et ux to Guy W. Dean, Jr., et ux by deed dated July 27, 1965, of record in Volume 121, Page 468 of the Deed Records of Kerr County, Texas, and the herein described tract being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at an iron stake in the Southeast line of aforesaid Guy W. Dean, Jr. 24.56 acre tract for the East corner of this tract and the South corner of a separate 6 acre tract out of said 24.56 acres, said corner being located 1214.7 feet S. 45°02' W. from the East corner of said Guy W. Dean, Jr., 24.56 acre tract (in the SW line of 120 foot wide right of way of Texas F.M. Highway No. 689), and said beginning corner being located, approximately 3090 feet S. 45° W. and 880 feet S. 45' E. from the upper or North corner of Original Survey No. 148, John A. Southmayd, Abstract No. 288;

THENCE with the SE line of the Guy W. Dean, Jr., 24.56 acre tract S. 45°02' W. 165.3 feet to an iron stake for the South corner of this tract and the East corner of a separate one acre tract out of said 24.56 acres;

THENCE N. 45°00' W. 293.6 feet to an iron stake set for the West corner of this tract in the SE line of a 30 foot wide strip of land reserved for private access roadway;

THENCE along a line parallel to and 30 feet from the NW line of the aforesaid Guy W. Dean, Jr., 24.56 acre tract, N. 45°01' E. 165.3 feet to an iron stake for the North corner of this tract;

THENCE S. 45°00' E. 263.6 feet to the place of BEGINNING.

802209

Walter Willie Agreement

D. W. Hooper, Jr.

By Guy W. Dean, Jr.

FILED FOR RECORD
at 3:55 o'clock P.M.

APR 21 1980

EMMIE M. MUEBKER
Clerk County Court, Kerr County, Texas
By Betty J. Lurvey Deputy

Filed by William D.

William D. Muebker
1704 Lacey Park
Kerrville, Texas

Filed for record April 21, 1980 at 3:55 o'clock P.M.

Recorded April 24, 1980
EMMIE M. MUEBKER, Clerk

By Betty J. Lurvey Deputy

THE STATE OF TEXAS

COUNTY OF KERR

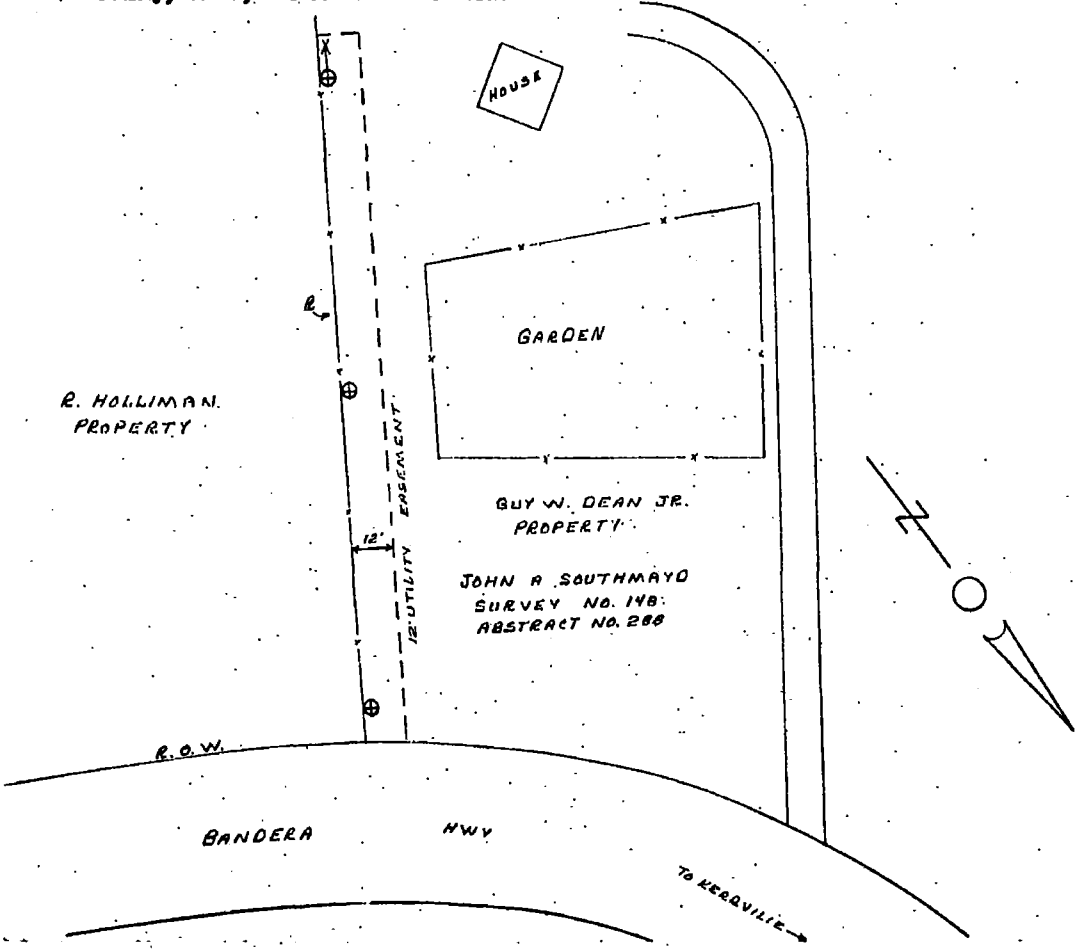
1758

KNOW ALL MEN BY THESE PRESENTS:

RIGHT OF WAY AND EASEMENT

That the undersigned, Guy W. Dean Jr.,

hereinafter called Grantor (whether one or more) for and in consideration of the sum of \$1.00 in hand paid by the KERRVILLE TELEPHONE COMPANY, of Kerrville, Texas, referred to herein as Grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and does hereby grant, sell and convey unto the said Grantee, its successors and assigns, a right of way and easement for the purpose of erecting, constructing, maintaining, operating, replacing and removing telephone and telegraph lines, poles and under-ground telephone and telegraph cable or cables with the necessary fittings and appliances and appurtenances necessary and reasonable and proper, for transmitting telephonic communications, which right of way and easement shall be of a breadth of twelve (12) feet upon, over, under and through the following lands of Grantor, lying and being situated in Kerr County, Texas, and described as follows:



The Grantee, its successors and assigns are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right and privileges herein granted, to be owned and enjoyed either in common or severally.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from said right of way and easement.

TO HAVE AND TO HOLD said right of way and easement, unto said grantee, its successors and assigns until such first telephone and telegraph line or lines or underground telephone or telegraph cable or cables be constructed, and for so long thereafter as a telephone and telegraph line or lines or telephone and telegraph cable or cables are maintained thereon; and the undersigned hereby binds himself, his heirs, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantor, his heirs or assigns, reserves the right fully to use and enjoy said premises except as the same may be necessary for the purposes herein granted; providing however, that the grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstruction on or over said right of way and easement that may injure, endanger or interfere with the use of said telephone or telegraph lines or fittings and appliances appurtenant to any of said lines.

The grantee, by the acceptance hereof, agrees to bury all telephone and telegraph cable or cables so that they will not interfere with the cultivation of the land and so as not to create a hazard to the use of the land, and also to pay for any damage to crops, fences and timber which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such telephone and telegraph cable or cables.

IN TESTIMONY WHEREOF, witness the execution hereof on this the 12th day of July, 1968.

FILED FOR RECORD

at 9:00 o'clock A. M.,

AUG 5 1968

Emmie M. Muenker
Clerk County Court, Kerr County, Texas

Ray W. Dean
Grantor

By Bessie Mae Muenker (Acknowledgements)

THE STATE OF TEXAS }
County of Ferris } BEFORE ME, the undersigned authority, on this day
personally appeared Ray W. Dean, Jr.

known to me
to be the person... whose name... subscribed to the foregoing instrument,

and acknowledged to me that... he... executed the same, for the purposes and consideration therein expressed.

Gives under my hand and seal of office, this 12th day of
July, A.D. 1968.



Margaret T. Bailey
Notary Public Ferris County, Texas

Filed for record August 5, 1968 at 9:00 o'clock A. M.
Recorded August 8, 1968
EMMIE M. MUENKER, County Clerk By Betty Tredul Deputy

796361

THE STATE OF TEXAS

COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, A. N. Horsman and wife, Pearl B. Horsman

hereinafter called Grantor (whether one or more) for and in consideration of the sum of \$1.00 in hand paid by the KERRVILLE TELEPHONE COMPANY and the LOWER COLORADO RIVER AUTHORITY of Kerrville, Texas, referred to herein as Grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and does hereby grant, sell and convey unto the said Grantee, its successors and assigns, a right of way and easement for the purpose of erecting, constructing, maintaining, operating, replacing and removing telephone, electrical and telegraph lines, poles and under-ground telephone, electrical and telegraph cable or cables with the necessary fittings and appliances and appurtenances necessary and reasonable and proper, for transmitting telephonic communications, and electrical service, which right of way and easement shall be of a breadth of ten (10) feet upon, over, under and through the following lands of Grantor, lying and being situated in KERR County, Texas,

and described as follows: Being a portion of that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising a total of 24.5 acres of land out of Original Survey No. 148, John A. Southmayd, Abstract No. 288, conveyed by Warranty Deed dated December 1, 1971, and recorded in Volume 152 at Page 845 in Deed Records of Kerr County, Kerrville, Texas from Mrs. Ida Holliman, Robert Eugene Holliman, Ida Mae Goss and husband, Donald Goss, and Joyce Behrends and husband, James E. Behrends to A. N. Horsman and wife, Pearl B. Horsman; said property being out of that 26.33 acre portion of Tract No. 4 of the James Holliman Estate property which 26.33 acre tract was conveyed as the third tract in deed from Susan I. Holliman to Robert H. Holliman by deed dated January 28, 1949, of Record in Volume 89 at Page 172 of the Deed Records of Kerr County, Texas. To which instruments and the record thereof reference is here made for all purposes, and more particularly described on the plat marked Exhibit "A" which is attached hereto and incorporated herein by reference.

Said easement for two (2) down guys being more particularly described as follows:

- (1) Originating at the Southwest Right-of-Way of State Highway No. 173 at a fence corner, for the East corner of aforesaid tract, for a ten (10) foot wide down guy easement which bears S.45°05'W., for a distance of 30 feet along Southeast property line.
- (2) Originating at the Southwest Right-of-Way of State Highway No. 173 at a fence corner for the North corner of aforesaid tract, for a ten (10) foot wide down guy easement which bears S.45°02'W., for a distance of 30 feet along the Northwest property line.

The Grantee, its successors and assigns are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right and privileges herein granted, to be owned and enjoyed either in common or severally.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from said right of way and easement.

TO HAVE AND TO HOLD said right of way and easement, unto said grantee, its successors and assigns until such first telephone, electrical and telegraph line or lines or underground telephone, electrical or telegraph cable or cables be constructed, and for so long thereafter as a telephone, electrical and telegraph line or lines or telephone, electrical and telegraph cable or cables are maintained thereon; and the undersigned hereby binds himself, his heirs, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantor, his heirs or assigns, reserves the right fully to use and enjoy said premises except as the same may be necessary for the purposes herein granted; providing however, that the grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstruction on or over said right of way and easement that may injure, endanger or interfere with the use of said telephone or electrical or telegraph lines or fittings and appliances appurtenant to any of said lines.

The grantee, by the acceptance hereof, agrees to bury all telephone, electrical, and telegraph cable or cables so that they will not interfere with the cultivation of the land and so as not to create a hazard to the use of the land, and also to pay for any damage to crops, fences and timber which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such telephone, electrical, and telegraph cable or cables.

IN TESTIMONY WHEREOF, witness the execution hereof on this the 28TH day of August, 19 79.

A. N. Horsman
Grantor A. N. Horsman
Pearl B. Horsman
Grantor Pearl B. Horsman

THE STATE OF TEXAS I
County of KERR I BEFORE ME, the undersigned authority, on this day personally appeared A. N. Horsman & Pearl B. Horsman known to me to be the person whose names ARE subscribed to the foregoing instrument, and acknowledged to me that they executed the same, for the purposes and consideration therein expressed.

A.D. 1979 Given under my hand and seal of office, this 28th day of August

William Carroll Lanning, Jr.
Notary Public KERR County, Texas
William Carroll Lanning, Jr.
Comm. Expires 11/20/80
Grantor

THE STATE OF TEXAS I
County of _____ I BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name _____ subscribed to the foregoing instrument, and acknowledged to me that he executed the same, for the purposes and consideration therein expressed.

A.D. _____ Given under my hand and seal of office, this _____ day of _____

Notary Public _____ County, Texas

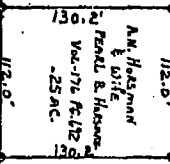
STATE HWY NO. 173

S. 44° 19' E. 227.3'

S. 47° 42' E. 69.7'

10' x 30' Down Gully Easement
S. 45° 02' W.

10' x 30' Down Gully Easement
S. 45° 05' W.



MAJAN INC. PROPERTY

S. 45° 05' W. 831.8'

A. N. Horsman & wife, Pearl B. Horsman
 Survey No. 148 ABSTRACT No. 288
 Volume 152 PAGE 845
 DECEMBER 1, 1971
 24.5 ACRES

RECORD

RESERVE FOR LEASE, ACCESS
 & O. BOX 107
 SURVIVAL AGREEMENT NO. 5

N. 45° 02' E. 364.1'

GUY W. DEAN JR. PROPERTY

SCENIC
 Loop
 ESTATES
 SECTION
 ONE

25872

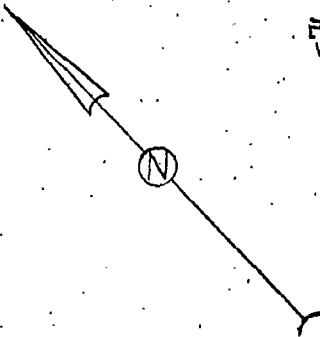


EXHIBIT "A"

A. N. Horsman
 Grantor A. N. Horsman

Pearl B. Horsman
 Grantor Pearl B. Horsman

319

#796361

VOL. 11 PAGE 219

Ⓢ

EASEMENT

A. N. Horsman, et ux
to
Kerrville Telephone Company,
et al.

EMMIE M. MUENKER
CLERK
COUNTY CLERK
KERRVILLE, TEXAS

FILED FOR RECORD

11:55 o'clock A.M.

OCT 24 1979

Emmie M. Muenker
County Clerk, Kerr County, Texas

Deputy

Delivered by Ret. to:

KERRVILLE TELEPHONE CO.
P. O. BOX 1128
KERRVILLE, TEXAS 78028

Filed for record October 24, 1979 at 11:55 o'clock A. M.

Recorded October 30, 1979
EMMIE M. MUENKER, Clerk

By Betty J. Levey Deputy.

THE STATE OF TEXAS,

VOL. 5 PAGE 695 Form 22

County of Kerr

BEFORE ME, the undersigned, a Notary Public in and for Kerr County, Texas, on this day personally appeared Guy V. Dean Jr.

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he/ she/ it executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of October, A. D. 1969.



M. A. O'Byrne
Notary Public Kerr County, Texas.

WA 39195
73916

THE STATE OF TEXAS

Kerr County,

Easement and
Right of Way

FROM

TO

Lower Colorado River Authority

THE STATE OF TEXAS,

Kerr County,

I, Guy V. Dean Jr., Notary Public in and for said County, hereby certify that the within Conveyance was filed in my office for record on the 17th day of November, 1968 at 3:40 o'clock P. M., and duly recorded by me on the 17th day of November, 1968 in Book 3140 Records of Deeds of said County, at page 19.

Given under my hand and seal of office the day and year here above written.

Guy V. Dean Jr.

Notary Public, Kerr County, Texas

By Guy V. Dean Jr. Deputy.

J.C.R. 3/27/69

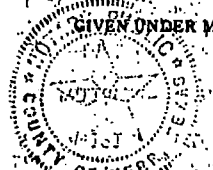
THE STATE OF TEXAS,

County of Kerr

BEFORE ME, the undersigned, a Notary Public in and for Kerr County, Texas, on this day personally appeared Doris Elizabeth Dean

wife of Guy V. Dean, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Doris Elizabeth Dean, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of October, A. D. 1969.



M. A. O'Byrne
Notary Public Kerr County, Texas.

THE STATE OF TEXAS,

George E. Sessums & wife Marguerite Sessums

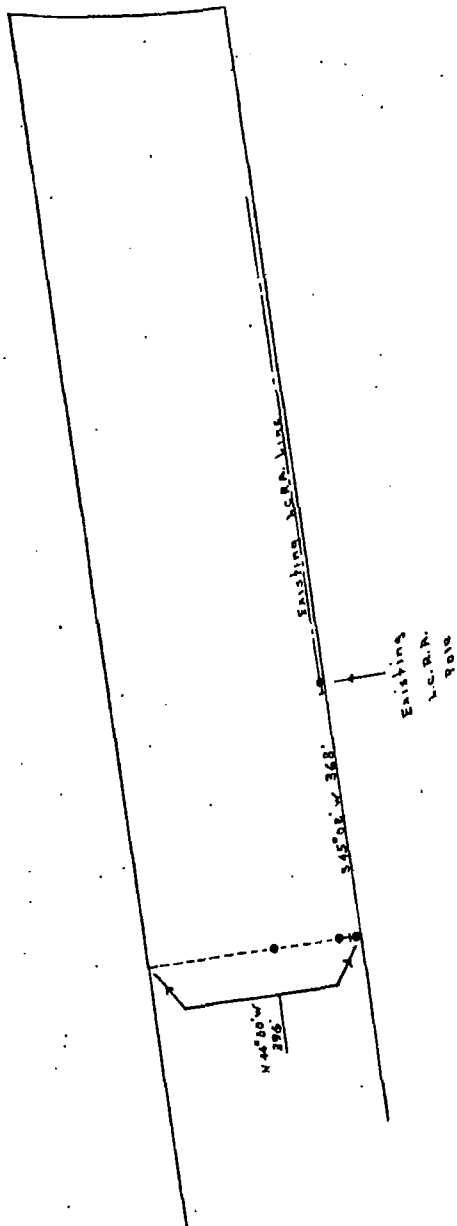
to

Guy W. Dean Jr. & wife Doris Elizabeth Dean

Volume 121 Page 468

scale 1"=200'

Pa. 39195



Filed for record November 17, 1969 at 3:40 o'clock P. M.

Recorded November 20, 1969

EMMIE M. MUENKER, County Clerk

By Margaret Muenker Deputy

THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Lena Davis wife of the said N. O. Davis, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lena Davis, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 2nd day of July, A. D. 1945.

(SEAL)

Alta Lee Cummins

Notary Public in and for Anderson County, Texas

Filed for record the 2nd day of August, A. D. 1945 at 10:00 o'clock A. M.

Recorded the 2nd day of August, A. D. 1945, at 11:00 o'clock A. M.

-0-0-0-0-0-0-

761345

THE STATE OF TEXAS, :

EASEMENT

COUNTY OF K E R R . : KNOW ALL MEN BY THESE PRESENTS: THAT Susan I. Hollimon, a widow of Kerr County, Texas. For and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have Granted, Sold and conveyed and by these presents do grant, sell and convey unto the Lower Colorado River Authority, of Austin, Texas (Hereinafter called the "Authority"), an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-Frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said authority, over, across and upon the following described lands located in John A. Southmayd Survey #148, Kerr County, Texas, to-wit: The following is a description of the center line of the electric transmission or disribution line herein referred to: BEGINNING a point in the northwest line of the Kerrville State Park, 390 feet more or less southwest from the waters edge of the Guadalupe River; THENCE in a northwesterly direction 234 feet more or less to the residence of Susan I. Hollimon. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances. TO HAVE AND TO HOLD the above described easement and rights unto the said Authority, its successors and assigns, until said line shall be abandoned. Not more than no towers, no H-Frames, 1 poles and 1 guys, shall be erected along the course of said lines unless the said Authority, its successors or assigns shall pay to me (us), my (our) heirs and legal representatives, at the rate of -- Dollars (\$) for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Authority, its successors or assigns, shall have the right and the right is hereby granted, to erect towers, H-Frames, poles and guys along said course in excess of said number. And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Authority, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 13th day of June, 1945.

THE STATE OF TEXAS, :

Susan I. Hollimon

COUNTY OF _____ . :

BEFORE ME, Evelyn Sheffield, a Notary Public in and for Kerr County,

Texas, on this day personally appeared Susan I. Hollimon, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 13th day of June, A. D. 1945.

(SEAL)

Evelyn Sheffield

Notary Public, Kerr County, Texas.

My Commission expires June 1, 1947.

Filed for record the 2nd day of August, A. D. 1945 at 1:40 o'clock P. M.

Recorded the 2nd day of August, A. D. 1945 at 3:00 o'clock P. M.

-0-0-0-0-0-0-

THE STATE OF TEXAS, :

EASEMENT

COUNTY OF NUECES : KNOW ALL MEN BY THESE PRESENTS: THAT W. T. Harris and Mrs. Myrtle Harris of Nueces County, Texas, for and in consideration of One Dollar (\$1.00) to me (us) in hand paid by Lower Colorado River Authority, of Austin, Texas, (hereinafter called the "Authority"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Authority, an easement and right-of-way for an electric transmission and/or distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-Frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and stated out by the said Authority, over, across and upon the following described lands located in Survey #132 D. Gariway, Kerr County, Texas, to-wit: The following is a description of the center line of the electric transmission or distribution line herein described: Beginning in a point in the east property line of a 10.13 acre tract of land out of Survey #132, D. Gariway, said land being conveyed to W. T. Harris 8/17/43 recorded in Vol. 71, page 459, of the deed records of Kerr County. Said point being located 340 feet south from the northeast corner of said tract of land; thence in a westerly direction to a point in a property line dividing the property of W. T. Harris and Raymond S. Mauk. Said point being located 351 feet (more or less) south from W. T. Harris's northwest property corner. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances, the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances. TO HAVE AND TO HOLD the above described easement and rights unto the said authority its successors and assigns, until said line shall be abandoned. Not more than no towers, no H-Frames, 1 poles and no guys, shall be erected along the course of said lines unless the said Authority, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives at the rate of --Dollars (\$....) for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Authority, its successors or assigns, shall have the right and the right is hereby granted, to erect towers, H-Frames, poles and guys along said course in excess of said number. And I (we) do hereby bind myself (ourselves) my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said authority, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this 28 day of June, 1945.

W. T. Harris

THE STATE OF TEXAS, :

Mrs. Myrtle Harris

COUNTY OF NUECES :

BEFORE ME, W. P. Pittman, a Notary Public in and for Nueces County,

EASEMENT

WA 38851

THE STATE OF TEXAS

Transmission line No.

COUNTY OF Kerr

Easement No.

KNOW ALL MEN BY THESE PRESENTS:

931

VOL. 5 PAGE 232

That Guy W. Dean, Jr.
and wife, Doris Elizabeth Dean

hereinafter referred to as "Grantor," (whether one or more), for and in consideration of One and no/100

..... Dollars (\$ 1.00) to Grantor in hand paid by LOWER COLORADO RIVER AUTHORITY, of Austin, Texas (hereinafter called the "Authority") have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Authority, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number and sizes of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Authority, over, across and upon the following described lands located in Kerr County, Texas, to-wit:

Survey No. 148, John A. Southmayd

All that certain tract or parcel of land, being 24.56 acres conveyed to Guy W. Dean, Jr. and wife, Doris Elizabeth Dean by George E. Sessums and wife Margarite Sessums as recorded in Volume 121 page 468 of the Deed Records of Kerr County, Texas. The following being the center line of a right of way line herein described.

Beginning at a point in the West line of right of way line of FM Road 689, said point being located one foot more or less in a Northwesterly direction from the most Easterly corner of said tract for Engineer's Station 0+00. Thence South 45 degrees 2 minutes West 1500 feet more or less to Engineer's Station 15+00. Beginning again at a point North 30 degrees West 15 feet more or less from Engineer's Station 0+00 thence, North 30 degrees West, 16 feet more or less for an Authority's proposed down guy.

The centerline described above is shown on plat attached hereto, marked EXHIBIT "A," and incorporated herein by reference.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining and removing said lines and appurtenances; the right to place new or additional wire or wires on said line and to change the sizes thereof; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances; and the right to place temporary guys, poles, and supporting structures for use in erecting or repairing said line.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

This easement does not include any damages, if any, which may occur in the future after the original construction of said line and resulting from the reconstruction or repairing thereof.

Not more than No openings in cultivated land and Eight openings in pasture land shall be made in the ground along said right-of-way in which shall be placed poles, tower foundations, or guy anchors unless Authority, its successor or assigns shall pay to Grantor, his heirs or legal representatives No Dollars (\$ -----)

for each such opening in excess of said number in cultivated land, and No Dollars

(\$ -----) for each such opening in excess of said number in pasture land, and upon such payment Authority, its successors or assigns, shall have the right and the right is hereby granted, to make additional openings in the ground for poles, tower foundations, or guy anchors in excess of the number specified above.

To have and to hold the above described easement and rights unto the Authority, its successors and assigns, until said easement and rights shall be relinquished by Authority.

Grantor does hereby bind himself, his heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto Authority, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness JUR hand this 23rd day of April 19 68.

Guy W. Dean Jr.
Doris Elizabeth Dean

Grantor

THE STATE OF TEXAS,

County of Kerr

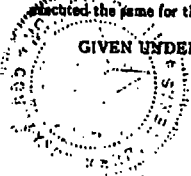
VOL. 5 PAGE 233 Form 22

BEFORE ME, the undersigned, a Notary Public in and for
County, Texas, on this day personally appeared.

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of April A. D. 1968.

Maurice O'Byrne
Notary Public Kerr County, Texas.



THE STATE OF TEXAS,
County, Texas

**Easement and
Right of Way**

FROM
Stacy W. Dean, Jr.

TO
PLA
Lower Colorado River Authority
Kerr County

THE STATE OF TEXAS,
County, Texas

Maurice O'Byrne
Notary Public
Kerr County, Texas

By Maurice O'Byrne
Deputy.

Given under my hand and seal of office the day and
year last above written.

County Clerk Maurice O'Byrne
County, Texas

in Book _____ Records of Deeds of said
County, at page _____

on the _____ day of _____ 19____
at _____ M., and duly recorded by me

County Clerk in and for said County, hereby certify
that the within Conveyance was filed in my office for
record on the 25th day of April 1968
at 2:55 o'clock P. M., and duly recorded by me

THE STATE OF TEXAS,

County of Kerr

BEFORE ME, the undersigned, a Notary Public in and for
Kerr County, Texas, on this day personally appeared Doris Elizabeth Dean

wife of Guy W. Dean, Jr., known to me to be the person whose name is subscribed to the fore-
going instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the
said Doris Elizabeth Dean, acknowledged such instrument to be her act and deed, and declared
that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

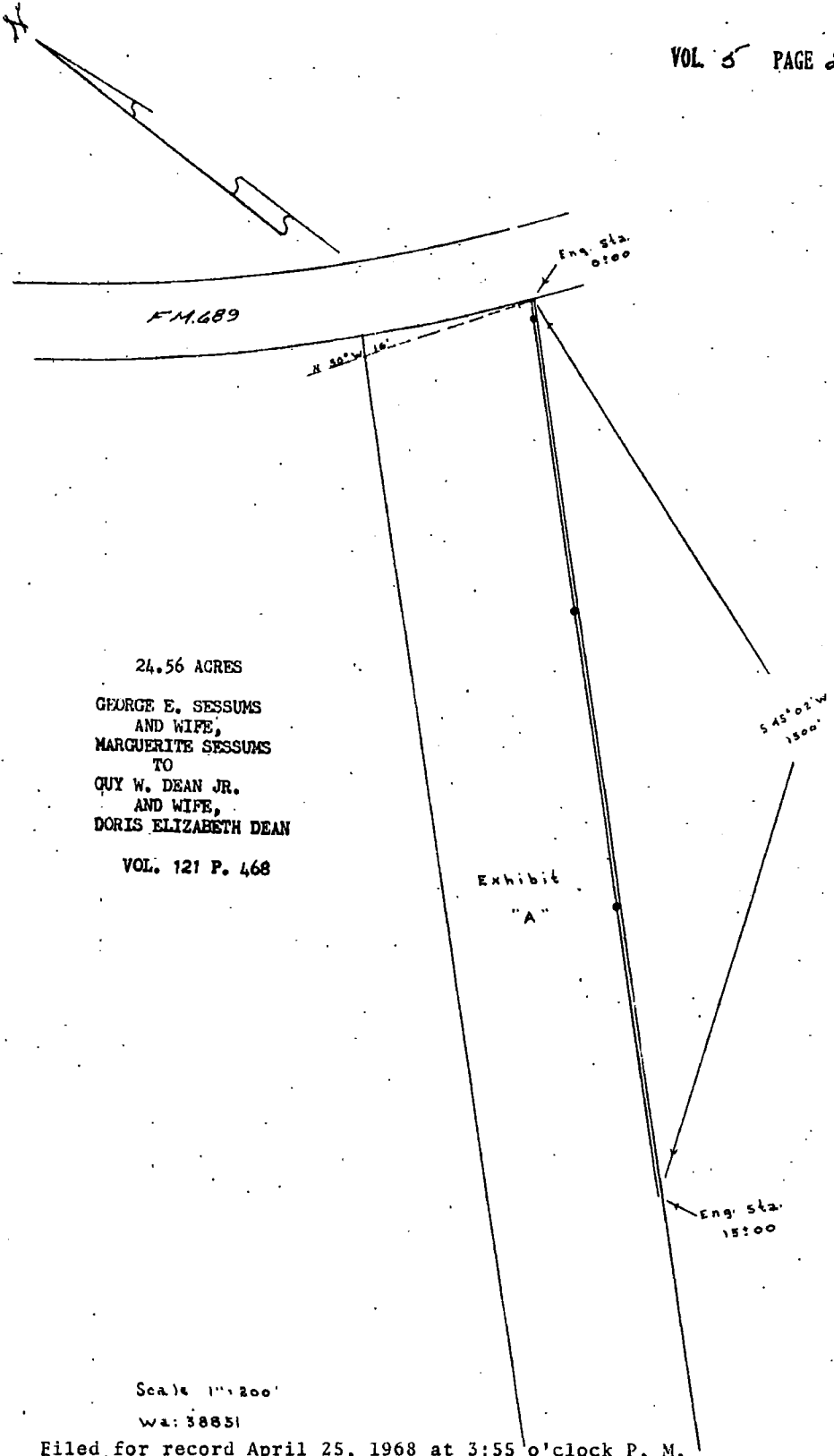
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of April A. D. 1968.

Maurice O'Byrne
Notary Public Kerr County, Texas.



THE STATE OF TEXAS,

BEFORE ME, _____ a Notary Public in and for



24.56 ACRES
 GEORGE E. SESSUMS
 AND WIFE,
 MARGUERITE SESSUMS
 TO
 GUY W. DEAN JR.
 AND WIFE,
 DORIS ELIZABETH DEAN
 VOL. 121 P. 468

Exhibit
 "A"

Scale 1"=200'
 wa: 38851

Filed for record April 25, 1968 at 3:55 o'clock P. M.
 Recorded April 29, 1968
 EMMIE M. MÜENKER, County Clerk

By *Mary Ellen Smith* Deputy

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") with 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;

Lot owned by Missy VanderKam: Lot 5, 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.

WHEREAS, Declarant and the individuals named herein desire to add such supplemental restriction, 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, restriction, 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 BINDING EFFECT	ARTICLE II DEFINITIONS	ARTICLE III USE	ARTICLE IV MEMBERSHIP IN THE ASSOCIATION	ARTICLE V VOTING RIGHTS
ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS	ARTICLE VII ARCHITECTURAL CONTROL	ARTICLE VIII MAINTENANCE OF LOTS	ARTICLE IX TERM	ARTICLE X REVISION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ARTICLE XI FHA/VA APPROVAL	ARTICLE XII ADDITIONS	ARTICLE XIII MAINTENANCE & GENERAL POWERS & DUTIES OF THE BOARD OF DIRECTORS	ARTICLE XIV TITLE TO COMMON AREAS	ARTICLE XV INTERPRETATION
ARTICLE XVI OMISSIONS	ARTICLE XVII GENDER AND GRAMMAR	ARTICLE XVIII MISCELLANEOUS PROVISIONS	ARTICLE XIX ADDITIONAL INFORMATION	

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&Rs) herein contained. In addition, each such person by so doing acknowledges that these CC&Rs set forth a general scheme for the improvement and development of the real property covered hereby and agrees that all the CC&Rs 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&Rs shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

[BACK TO SECTION ONE INDEX](#)

ARTICLE II

DEFINITIONS

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

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

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

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

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

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

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

(h) "Declarant" shall mean and refer to River Country Development, L.C., its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

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

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

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

(l) "Builder Member" shall mean such guilders 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.

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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.

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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.

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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. 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.

ADDENDUM

TPC Sec 209.0059

(a) A provision in a dedicatory instrument that would disqualify a property owner from voting in a property owners' association election of board members or on any matter concerning the rights or responsibilities of the owner is void.

TPC Sec 209.0058

- (a) Any vote cast in an election or vote by a member of a property owners' association must be in writing and signed by the member.
- (b) Electronic votes cast under Section 209.00593 constitute written and signed ballots.
- (c) In an association-wide election, written and signed ballots are not required for uncontested races.

TPC Sec TPC209.00594

- (a) Notwithstanding any other provision of this chapter or any other law, a person who is a candidate in a property owners' association election or who is otherwise the subject of an association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section.
- (b) A person other than a person described by Subsection (a) may tabulate votes in an association election or vote but may not disclose to any other person how an individual voted.
- (c) Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes under Subsection (b), including a person described by Subsection (a), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

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ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

A) Declarant and each Owner hereby covenant that each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

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

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

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

E) The quorum and procedures required for any action authorized herein above shall be as follows: Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than ten (10) days in advance of the meeting. At the first meeting called as provided above, the presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) of all 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 assessment 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 therein stated to have been paid. 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.

H) Effect of Non-Payment of Assessments: The Lien: Remedies of the Association: Any assessment, annual or special, not paid within thirty days (30) days after its due date shall bear interest from the due date at the 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.

ADDENDUM

TPC Sec 209.0062

ALTERNATE PAYMENT SCHEDULE POLICY

After the budget is passed at the general meeting in mid-April, the invoices for the yearly assessment are mailed to residents before the end of that month. Having given a minimum of 30 days notice, payments are then due May 31st, and are delinquent if not paid by June 1st of each assessment/fiscal year.

With approval prior to June 1st between the treasurer and the owner, delinquent payments may be made under a prorated payment plan. These payments, without penalty, may be made in three equal installments in May, June, and July of the assessment year in question.

As stated in the Texas Property Code: As of August of the year in question, late fees (12%) and interest (12% per annum) may be added as specified in the CC&Rs of the Oak Hollow Estates Homeowners Association, dating from June 1st, July 1st, or August 1st, depending on which month the payment is delinquent. If the total amount is not paid by August 1st, a written notice will be sent giving the owner 30 days to pay in full by September 1st. The notice will also state that the account either will be turned over to a collection agency or a lien will be filed if the account is not paid in full by September 1st.

Any special assessments that are levied will be given the same amount of time between the invoice and the three equal payments as above, provided there is a prior agreement between the treasurer and the owner.

According to Texas Code: If a payment plan is not completed as agreed, Oak Hollow Estates Homeowners Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default.

ADDENDUM

TPC Sec 209.0094 A lien, lien affidavit, or other instrument evidencing the nonpayment of assessments or other charges owed to a property owners' association and filed in the official public records of a county is a legal instrument affecting title to real property.

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.

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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 not 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 the-thirds (2/3) of the committee members. In the event of death or resignation of any member of the committee, the developer or OHHA BOD, as appropriate, shall designate a successor. Both the Declarant and the OHHA BOD shall have the right to remove any member of the ACC appointed by it.

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

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

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

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

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

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

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

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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 charge immediately upon receipt thereof.

ADDENDUM

TPC Sec 209.006

(a) Before a property owners' association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation of the restrictions or bylaws or rules of the association or its agent must give written notice to the owner by certified mail, return receipt requested.

(b) The notice must (1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner; and (2)

inform the owner that the owner: (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (B) may request a hearing under Section 209.007 on or before the 30th day after the date the owner receives notice.

C) Any statement of charge 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.

ADDENDUM

TPC Sec 209.0062

ALTERNATE PAYMENT SCHEDULE POLICY

After the budget is passed at the general meeting in mid-April, the invoices for the yearly assessment are mailed to residents before the end of that month. Having given a minimum of 30 days notice, payments are then due May 31st, and are delinquent if not paid by June 1st of each assessment/fiscal year.

With approval prior to June 1st between the treasurer and the owner, delinquent payments may be made under a prorated payment plan. These payments, without penalty, may be made in three equal installments in May, June, and July of the assessment year in question.

As stated in the Texas Property Code: As of August of the year in question, late fees (12%) and interest (12% per annum) may be added as specified in the CC&Rs of the Oak Hollow Estates Homeowners Association, dating from June 1st, July 1st, or August 1st, depending on which month the payment is delinquent. If the total amount is not paid by August 1st, a written notice will be sent giving the owner 30 days to pay in full by September 1st. The notice will also state that the account either will be turned over to a collection agency or a lien will be filed if the account is not paid in full by September 1st.

Any special assessments that are levied will be given the same amount of time between the invoice and the three equal payments as above, provided there is a prior agreement between the treasurer and the owner.

According to Texas Code: If a payment plan is not completed as agreed, Oak Hollow Estates Homeowners Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default.

ADDENDUM

TPC Sec 209.0094 A lien, lien affidavit, or other instrument evidencing the nonpayment of assessments or other charges owed to a property owners' association and filed in the official public records of a county is a legal instrument affecting title to real property.

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 payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for statement of charges thereafter becoming due or from the lien itself.

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 a Lot except one sign not more than four (4) square feet advertising the property for sale or rent, except signs used by the builder or developer to advertise the property during the construction and sales period or to identify the subdivision name.

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

J) Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mineral mining operations of any kind shall be permitted upon or in any Lot, nor shall any well, tanks, tunnel, 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.

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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 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.

ADDENDUM

TPC Sec 209.0041 (2) (h) Except as provided by this subsection, a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law. If the declaration contains a lower percentage, the percentage in the declaration controls.

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ARTICLE X

REVISION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

ADDENDUM

TPC Sec 209.0041 (2) (h) Except as provided by this subsection, a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law. If the declaration contains a lower percentage, the percentage in the declaration controls.

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ARTICLE XI

FHAVA 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.

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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.

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ARTICLE XIII

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

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

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

(b) Care and preservation of the Common Area.

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

(d) Legal and accounting services.

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

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

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

(h) any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against as individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by the 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 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 instruments 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.

ADDENDUM

TPC Sec 209.005

RETENTION POLICY:

All documents will be retained as follows:

- (1) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- (2) financial books and records shall be retained for a minimum of seven years;
- (3) account records of current owners shall be retained for a minimum of five years;
- (4) contracts with a term of one year or more shall be retained for a minimum of four years after the expiration of the contract term;
- (5) minutes of meetings of the owners and the board shall be retained for a minimum of seven years; and
- (6) tax returns and audit records shall be retained for a minimum of seven years.

POLICY: REVIEW, PRODUCTION

COPYING
RESEARCH,

B&W	\$.10 per copy/one side only	*Standard 8 1/2" x 11" copies,
B&W	\$.50 per copy/one side only	Nonstandard copies - 11" x 17"

reproducing public information - \$15.00 per hour

** Labor for locating, compiling and

* The charge for standard copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

** The charge for labor includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be billed for requests of 50 pages or less, unless the records to be copied are located in: (A) Two or more separate buildings that are not physically connected with each other; or (B) A remote storage facility.

(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.

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ARTICLE XIV

TITLE TO COMMON AREAS

A) All Common Areas within the Property shall be conveyed to the Association free of lien at such time as 75% of the Lots are sold by the Declarant subject to this Declaration, and the Supplemental Declaration of Covenants, Conditions and Restrictions for Certain Lots in Oak Hollow Estates, Section one, but not less than 78 total lots sold. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter establish. 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 (2/3) or more of the Lot Owners.

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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.

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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.

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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 make 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 the Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

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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.

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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.

RECORDED IN KERR COUNTY, TEXAS REAL PROPERTY RECORDS
SEPTEMBER 19, 1997

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

<u>ARTICLE I</u> BINDING EFFECT	<u>ARTICLE II</u> DEFINITIONS	<u>ARTICLE III</u> USE	<u>ARTICLE IV</u> MEMBERSHIP IN THE ASSOCIATION	<u>ARTICLE V</u> VOTING RIGHTS
<u>ARTICLE VI</u> COVENANTS FOR MAINTENANCE ASSESSMENTS	<u>ARTICLE VII</u> ARCHITECTURAL CONTROL	<u>ARTICLE VIII</u> MAINTENANCE OF LOTS	<u>ARTICLE IX</u> TERM	<u>ARTICLE X</u> REVISION OF COVENANTS, CONDITIONS AND RESTRICTIONS
<u>ARTICLE XI</u> FHA/VA APPROVAL	<u>ARTICLE XII</u> ADDITIONS	<u>ARTICLE XIII</u> MAINTENANCE & GENERAL POWERS OF THE BOARD OF DIRECTORS	<u>ARTICLE XIV</u> TITLE TO COMMON AREAS	<u>ARTICLE XV</u> INTERPRETATION
<u>ARTICLE XVI</u> OMISSIONS	<u>ARTICLE XVII</u> GENDER AND GRAMMAR	<u>ARTICLE XVIII</u> MISCELLANEOUS PROVISIONS	<u>ARTICLE XIX</u> ADDITIONAL INFORMATION	

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&Rs) herein contained. In addition, each such person by so doing acknowledges that these CC&Rs set forth a general scheme for the improvement and development of the real property covered hereby and agrees that all the CC&Rs 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&Rs shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

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ARTICLE II

DEFINITIONS

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

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

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

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

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

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

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

(h) "Declarant" shall mean and refer to River Country Development, L.C., its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

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

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

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

(l) "Builder Member" shall mean such guilders 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.

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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.

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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.

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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. 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.

ADDENDUM

TPC Sec 209.0059

(a) A provision in a dedicatory instrument that would disqualify a property owner from voting in a property owners' association election of board members or on any matter concerning the rights or responsibilities of the owner is void.

TPC Sec 209.0058

- (a) Any vote cast in an election or vote by a member of a property owners' association must be in writing and signed by the member.
- (b) Electronic votes cast under Section 209.00593 constitute written and signed ballots.
- (c) In an association-wide election, written and signed ballots are not required for uncontested races.

TPC Sec TPC209.00594

- (a) Notwithstanding any other provision of this chapter or any other law, a person who is a candidate in a property owners' association election or who is otherwise the subject of an association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section.
- (b) A person other than a person described by Subsection (a) may tabulate votes in an association election or vote but may not disclose to any other person how an individual voted.
- (c) Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes under Subsection (b), including a person described by Subsection (a), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

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ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

A) Declarant and each Owner hereby covenant that each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

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

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

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

E) The quorum and procedures required for any action authorized herein above shall be as follows: Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than ten (10) days in advance of the meeting. At the first meeting called as provided above, the presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) of all 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 assessment 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 therein stated to have been paid. 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.

H) Effect of Non-Payment of Assessments: The Lien: Remedies of the Association: Any assessment, annual or special, not paid within thirty days (30) days after its due date shall bear interest from the due date at the 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.

ADDENDUM

TPC Sec 209.0062

ALTERNATE PAYMENT SCHEDULE POLICY

After the budget is passed at the general meeting in mid-April, the invoices for the yearly assessment are mailed to residents before the end of that month. Having given a minimum of 30 days notice, payments are then due May 31st, and are delinquent if not paid by June 1st of each assessment/fiscal year.

With approval prior to June 1st between the treasurer and the owner, delinquent payments may be made under a prorated payment plan. These payments, without penalty, may be made in three equal installments in May, June, and July of the assessment year in question.

As stated in the Texas Property Code: As of August of the year in question, late fees (12%) and interest (12% per annum) may be added as specified in the CC&Rs of the Oak Hollow Estates Homeowners Association, dating from June 1st, July 1st, or August 1st, depending on which month the payment is delinquent. If the total amount is not paid by August 1st, a written notice will be sent giving the owner 30 days to pay in full by September 1st. The notice will also state that the account either will be turned over to a collection agency or a lien will be filed if the account is not paid in full by September 1st.

Any special assessments that are levied will be given the same amount of time between the invoice and the three equal payments as above, provided there is a prior agreement between the treasurer and the owner.

According to Texas Code: If a payment plan is not completed as agreed, Oak Hollow Estates Homeowners Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default.

ADDENDUM

TPC Sec 209.0094 A lien, lien affidavit, or other instrument evidencing the nonpayment of assessments or other charges owed to a property owners' association and filed in the official public records of a county is a legal instrument affecting title to real property.

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.

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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 not 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 the-thirds (2/3) of the committee members. In the event of death or resignation of any member of the committee, the developer or OHHA BOD, as appropriate, shall designate a successor. Both the Declarant and the OHHA BOD shall have the right to remove any member of the ACC appointed by it.

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

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

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

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

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

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

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

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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 charge immediately upon receipt thereof.

ADDENDUM

TPC Sec 209.006

(a) Before a property owners' association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation of the restrictions or bylaws or rules of the association or its agent must give written notice to the owner by certified mail, return receipt requested.

(b) The notice must (1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner; and (2) inform the owner that the owner: (A) is entitled to a reasonable period to cure the violation and avoid the

fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (B) may request a hearing under Section 209.007 on or before the 30th day after the date the owner receives notice.

C) Any statement of charge 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.

ADDENDUM

TPC Sec 209.0062

ALTERNATE PAYMENT SCHEDULE POLICY

After the budget is passed at the general meeting in mid-April, the invoices for the yearly assessment are mailed to residents before the end of that month. Having given a minimum of 30 days notice, payments are then due May 31st, and are delinquent if not paid by June 1st of each assessment/fiscal year.

With approval prior to June 1st between the treasurer and the owner, delinquent payments may be made under a prorated payment plan. These payments, without penalty, may be made in three equal installments in May, June, and July of the assessment year in question.

As stated in the Texas Property Code: As of August of the year in question, late fees (12%) and interest (12% per annum) may be added as specified in the CC&Rs of the Oak Hollow Estates Homeowners Association, dating from June 1st, July 1st, or August 1st, depending on which month the payment is delinquent. If the total amount is not paid by August 1st, a written notice will be sent giving the owner 30 days to pay in full by September 1st. The notice will also state that the account either will be turned over to a collection agency or a lien will be filed if the account is not paid in full by September 1st.

Any special assessments that are levied will be given the same amount of time between the invoice and the three equal payments as above, provided there is a prior agreement between the treasurer and the owner.

According to Texas Code: If a payment plan is not completed as agreed, Oak Hollow Estates Homeowners Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default.

ADDENDUM

TPC Sec 209.0094 A lien, lien affidavit, or other instrument evidencing the nonpayment of assessments or other charges owed to a property owners' association and filed in the official public records of a county is a legal instrument affecting title to real property.

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 payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for statement of charges thereafter becoming due or from the lien itself.

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 a Lot except one sign not more than four (4) square feet advertising the property for sale or rent, except signs used by the builder or developer to advertise the property during the construction and sales period or to identify the subdivision name.

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

J) Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mineral mining operations of any kind shall be permitted upon or in any Lot, nor shall any well, tanks, tunnel, 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.

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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 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.

ADDENDUM

TPC Sec 209.0041 (2) (h) Except as provided by this subsection, a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law. If the declaration contains a lower percentage, the percentage in the declaration controls.

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ARTICLE X

REVISION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

ADDENDUM

TPC Sec 209.0041 (2) (h) Except as provided by this subsection, a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law. If the declaration contains a lower percentage, the percentage in the declaration controls.

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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.

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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.

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ARTICLE XIII

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

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

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

(b) Care and preservation of the Common Area.

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

(d) Legal and accounting services.

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

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

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

(h) any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against as individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by the 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 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 instruments 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.

ADDENDUM

TPC Sec 209.005

RETENTION POLICY:

All documents will be retained as follows:

- (1) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- (2) financial books and records shall be retained for a minimum of seven years;
- (3) account records of current owners shall be retained for a minimum of five years;
- (4) contracts with a term of one year or more shall be retained for a minimum of four years after the expiration of the contract term;
- (5) minutes of meetings of the owners and the board shall be retained for a minimum of seven years; and
- (6) tax returns and audit records shall be retained for a minimum of seven years.

POLICY:

REVIEW, PRODUCTION

COPYING

RESEARCH,

B&W \$.10 per copy/one side only

B&W \$.50 per copy/one side only

*Standard 8 1/2" x 11" copies,

Nonstandard copies - 11" x 17"

reproducing public information - \$15.00 per hour

** Labor for locating, compiling and

* The charge for standard copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

** The charge for labor includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be billed for requests of 50 pages or less, unless the records to be copied are located in: (A) Two or more separate buildings that are not physically connected with each other; or (B) A remote storage facility.

(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.

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ARTICLE XIV

TITLE TO COMMON AREAS

A) All Common Areas within the Property shall be conveyed to the Association free of lien at such time as 75% of the Lots are sold by the Declarant subject to this Declaration, and the Supplemental Declaration of Covenants, Conditions and Restrictions for Certain Lots in Oak Hollow Estates, Section one, but not less than 78 total lots sold. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter establish. 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 (2/3) or more of the Lot Owners.

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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.

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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.

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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 make 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 the Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

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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.

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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.

RECORDED IN KERR COUNTY, TEXAS REAL PROPERTY RECORDS

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