

Section Two

Note: These CC&Rs have been further amended.

Click [HERE](#) for the complete amendment

(CHANGES ARE IN RED)

These CC&Rs are filed in Kerr County, Texas
Real Property Records, Volume 0907, Page 372.

**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 :

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:

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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.**

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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.

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.

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.

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.

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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.

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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.

(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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