

FILED FOR RECORD
NOV 13 2017 10:22 AM
HENDERSON COUNTY, TEXAS

AMENDED
COVENANTS AND RESTRICTIONS
NOVEMBER 6, 2017 AMENDMENT NO: 8
ON AND FOR THE
OAKWOOD UNIT I AND UNIT II SUBDIVISIONS
AND ("THE PROPERTY") UNIT III
THE STATE OF TEXAS
COUNTY OF HENDERSON

KNOW ALL MEN BE THESE PRESENTS:

WHEREAS, DOUBLE DIAMOND, INC. (hereinafter referred to as "Developer") Is the owner and developer of property described as:

All those lots In the OAK WOOD SUBDIVISION AND OAKWOOD UNIT II SUBDIVISION, according to the map and plat thereof recorded in the Map and Plat records of Henderson County, Texas.

(Such plat, and any revisions, supplements or additions thereto are incorporated herein by reference for all purposes); and

WHEREAS, Developer in order to create and carry out a uniform plan for the Improvement, development and use of Oakwood Subdivision and Oakwood Unit II Subdivision (including, but not limited to, preserving the natural beauty of the property; minimizing the erection of poorly designed, unproportioned or unsuitable structures; encouraging harmonious architectural schemes; and advancing the highest and best development use of the property for the benefit of the present and future owners of lots in said subdivision) caused to be filed certain covenants and restrictions on and for Oakwood Subdivision and Oakwood Unit II Subdivision; and

WHEREAS, the Board of Directors of the OW Property Owners Association, Inc. desires to amend and replace the covenants recorded^ the Map and Plat Records of Henderson County, Texas.

NOW, THEREFORE, the OW Property Owners Association, Inc., does hereby adopt and establish the following amended covenants, conditions and restrictions that shall be applicable to all property within the Oakwood Subdivision and Oakwood Unit II Subdivision (hereinafter collectively referred to as "the Subdivision":

- (1) All lots in the Subdivision shall be used, known and described as single-family residential lots except for those lots used to provide recreational facilities or utility services to owners of lots in the Subdivision and such lots that have been designated as Drill Sites. No lot may be further subdivided; no duplexes, apartments or other multi-family dwellings, structures or uses shall be permitted on any lot. No commercial activity or use shall be conducted on or from any lot within the Subdivision; however, sale or resale of lots in the Subdivision shall not be considered to be commercial activity.
- (2) All lots within the Subdivision shall be designated as "Residential Lots" and all residential dwellings must be constructed "on-site". **The Board of Directors of this Subdivision desires construction of homes in Phase I to be on two or more contiguous residential lots to**

preserve the character of Oakwood as a desirable residential neighborhood with reasonable residential density, adequate septic system, and community owned and operated water system. Therefore, the Board of Directors is authorized to work with property owners to negotiate exchanges or sale of lots at the property owner's direction to meet the desired outcome stated above. If it is not possible to meet the desired outcome between the property owner and the Oakwood Board of Directors, in a reasonable period of time, a waiver will be granted to the property owner to build on one lot. All dwelling structures in Phase II and structures on water front lots can be constructed on one lot. Each dwelling constructed on any lot(s) within the Subdivision shall contain a minimum of **seventeen hundred fifty (1750)** square feet of air conditioned and / or heated floor area, exclusive of ail porches, garages or breezeways attached to the main dwelling. A two-car garage minimum of 440 square feet must be attached. Driveway must be hard surface, preferable concrete. Roof pitch must be at least 8 by 12 feet. Foundation must be solid concrete or pier and beam with stem wall. No pre-cut or kit homes. Must be custom built. Any building, structure or improvement commenced upon any lot(s) shall be completed, as to exterior finish and appearance, within six (6) months from the commencement date and interior completed within one year from commencement date.

No temporary structures, RV's, parked vehicles, mobile homes, modular homes or prefabricated dwellings shall be permitted on any lot within the Subdivision. No camping of any sort shall be permitted on any lot within the Subdivision at any time. RV's (recreational vehicles) shall be permitted in driveways for no longer than 2 days for loading or unloading purposes. No watercraft or trailers shall be parked in driveways for longer than 2 days.

- (3) No building or structure on any lot shall exceed two (2) stories in height. All dwellings must be properly connected to all necessary utilities, including a septic system, prior to occupancy. Septic tank installation and sanitary plumbing shall conform to any and all requirements of the Texas State Department of Health, the Athens Municipal Water Authorities and Henderson County, Texas. No building, dwelling or permanent structures of any type shall be erected on any lot within twenty-five feet (25'), of the front property line, within five feet (5') of the side property lines, within fifteen feet (15') of side street right-of-way lines or within ten feet (10') of the rear property line. No fences will be permitted within twenty-five feet (25') of the front property line. All construction must be of new materials, except stone, brick, inside structural material or other materials used for antique decorative effect, if the Property Owners Association approves such use in writing. No dwellings, garages, storage buildings or any improvements containing asbestos exterior siding, tarpaper exterior siding, tarpaper exterior roofing, corrugated metal siding or corrugated metal roofing shall be permitted on any lot within the subdivision. No bus or mobile home shall be used for storage purposes on any lot within the Subdivision.
- (4) No building, structure, fence (s) or improvement of any nature, **including storage buildings on skids**, shall be erected, placed or altered on any lot until the construction plans and specifications, and a plot plan showing the location thereof, have been submitted to the Architectural Control Committee and approved by the Property Owners Association Board. No sign or signs shall be displayed to the public view on any lot except those signs approved by the

Property Owners Association. Your temporary water service will not be connected permanently, for residential use, until all construction of plans as submitted are completed and approved by the Architectural Control Committee, all dues financial obligations to the Oakwood POA are current and our Certified Customer Service Water Inspector has given his final approval. Additions, including storage buildings or buildings on skids and garages attached or free standing would require a building permit fee of \$250.00.

- (5) No outside toilet, cesspool or privy shall be erected or maintained on any lot within the Subdivision. The dumping of holding tanks on any development property is expressly prohibited. Clotheslines, metal barrels and trash are prohibited.
- (6) The drilling of any water well within the Subdivision is prohibited, save and except those drilled within the subdivision by the developer or the Property Owners Association for the Subdivision's central water supply and distribution system.
- (7) The need for culverts for driveways on lots shall be determined by the Architectural Committee and shall be a minimum of twelve (12') feet in length. Each culvert will be a minimum of twelve (12") inches in diameter, galvanized, corrugated steel with an eighteen (18)-gauge minimum. Other types of culverts will be permitted if they are commonly used by the Texas State Department of Highways. Each culvert shall have a minimum cover of dirt or rock of eight (8") inches. Neither the streets nor the lots, within the subdivision, shall be used to park or store (temporarily or permanently) trucks in excess of one ton, damaged, wrecked or Inoperable cars, buses, equipment or semi-trailers in excess of eighteen (18') feet, or to store lumber or other materials. This covenant does not preclude a lot owner from performing minor repairs upon such vehicles owned by him and located in his driveway for not more seven (7) consecutive days, nor shall this covenant preclude the temporary parking of such vehicles at or on any such lots by invited guests or visitors of such lot owner for periods not exceeding one (1) consecutive week.

Driving all A.T.V's (All-Terrain Vehicles) shall be confined to Oakwood roadways or the owner's personal property.

(8) The perimeter fence of the Development shall remain the property of the Property Owners Association. The removal of any portion of this fence (for driveways or any reason) is prohibited.

(9) The use of rural individual mailboxes located on or in front of lots within the Subdivision is prohibited as long as there are central mail receipt facilities, furnished by the U.S. Postal Service, provided within the Subdivision.

(10) There is reserved for Developer and its assigns, a ten foot (10') wide utility and drainage easement along the front and rear lot lines, and a five foot (5') wide utility and drainage easement along the side lot lines of each and every lot within the subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or which may change, obstruct or retard the flow of water through drainage channels in such easements. The easement

area of each lot shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

(11) No ground fires shall be built or maintained on any lot. Discharging of firearms or fireworks within the Subdivision is prohibited, **including** the property being controlled by the Athens Municipal Water Authority. 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 the same are not raised, bred or kept) for any commercial purpose and are kept on a leash at all times. No pet shall be kept within the Subdivision, which creates a public nuisance, and any such pet determined by a Property Owner to be such a nuisance should call the County Animal Control officer at 903-678-5128. This is handled through the Henderson County Sheriffs Dept. No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the Subdivision.

(12) Each lot shall be kept and maintained in a neat and orderly condition. No trash or refuse shall be allowed to accumulate and remain upon any lot within the Subdivision. In the event any lot is not properly maintained, the Property Owners Association may maintain such lot at a fair rate plus additional costs, as needed. Unpaid fees shall become a charge and lien upon such lot. Cutting of live trees shall be limited to the extent necessary for clearing a foundation site for construction, (no clear cutting of trees on any lot) unless otherwise permitted in writing by the Property Owners Association. No soil shall be removed from any lot for any commercial use.

(13) Each and every owner of any and all lots within the subdivision shall become a member of the Subdivision Property Owners Association, which Association shall manage, maintain and care for the common facilities of the Subdivision. Each and every owner covenants and promises to pay, to the Property Owners Association when due, and all dues and maintenance fees. Use of the common facilities within the Subdivision shall be limited to the lot owners and their families and guests. Property owners must, at all times, use caution to not damage the facilities of the Development. Property owners and guests will be held responsible for any Development property destroyed or defaced. Each and every owner of any and all lots within the Subdivision, covenant and agree that the Property Owners Association and its successors and assigns shall have a lien upon the lot (s), In the subdivision inferior only to the lien for taxes and any duly recorded mortgage, to secure the payment of such dues and maintenance fees, late charges, interest (at the highest permitted lawful rate)... and any reasonable court costs and attorneys, fees incurred in connection with the collection of same.

(14) No sale, transfer, lease or disposition of any lot within the Subdivision shall be consummated unless and until the name and address of the purchaser or transferee has been properly recorded on the books and records of the Property Owners Association.

(15) The Architectural Control Committee (hereinafter called "the Committee") shall be composed of one or more individuals selected and appointed by the Board of Directors of the Property Owners Association. The Committee shall function as the representative of the Property Owners Association with respect to certain matters as set forth in these covenants. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full

authority to designate and appoint a successor. Final construction or building plans and specifications shall be submitted to the Committee and the POA Board for final approval or disapproval of such plans and specifications. If the Committee should fail to either approve or disapprove plans and specifications within forty-five (45) days after they have been submitted and if no suit to enjoin the construction is commenced prior to substantial completion of such construction, then Committee approval shall be presumed provided it does not violate the recorded covenants and restrictions.

(16) The Board of Directors of the Property Owners Association shall have the power and authority to: (I) amend these restrictive covenants; (II) issue rules and regulations applicable to the common facilities and areas within the Subdivision; (III) permit the usage of lots for streets, parking areas, uses normally associated with the customary development of a Subdivision and uses thereon mandated, directed or encouraged by government authorities having jurisdiction over the Subdivision; and (IV) exercise Subdivision and uses thereon mandated, directed or encouraged by government authorities having jurisdiction over the Subdivision; and (IV) exercise such other rights granted it under the Articles of Incorporation and Bylaws of the Association.

(17) The covenants, conditions and restrictions herein shall constitute Covenants running with the land and shall be binding upon Developer, its successors and assigns and upon all persons or entities acquiring property in the Subdivision, whether by purchase, descent, devise, gift or otherwise and each person or entity, by the acceptance of title to any lot within the Subdivision, shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any lot in the Subdivision or by the Property Owners Association, or by the Developer against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available.

(18) Violation of or failure to comply with the covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument that may then exist on any lot in the Subdivision. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the Athens Municipal Water Authority or other similar governmental agency then such government requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any lot within the Subdivision shall contain conveyance, transfer or assignment to all the covenants and restrictions set forth herein.

IN WITNESS WHEREOF, the Property Owners Association Board of Directors has caused this instrument to be amended/executed on this 9 day of Nov, 2017.

OAK WOOD PROPERTY OWNERS
ASSOCIATION, INC.

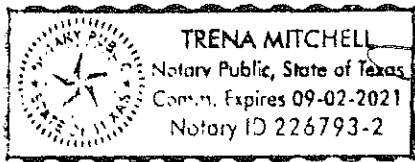
By: Bobby Fletcher By: Paul Fletcher
Bobby Fletcher, President Paul Fletcher, Director

By: Eddie Lick By: Rita Garrett
Eddie Lick, Vice President Rita Garrett, Director

By: Colin Barrett By: Bob Davis
Colin Barrett, Director Bob Davis, Director

By: Dowling Ware
Dowling Ware, Director

Given under my hand and seal of office, this 9 day of NOV, 2017.



Trena Mitchell
Notary Public, State of Texas
My Commission Expires: 9/2/2021

STATE OF TEXAS
COUNTY OF Henderson

Before me, a notary public, on this day personally appeared *, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 9 day of NOV, 2017.

* Bobby Fletcher
Paul Fletcher
Eddie Hick
Rita Garrett
Colin Barrett
Bob Davis
Dowling Ware